

PACKET

Jan 4

2021



LOUISE L. E. MILLER
TOWN ADMINISTRATOR
TEL. (508) 358-3620
www.wayland.ma.us

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
THOMAS J. FAY
CHERRY C. KARLSON
DAVID V. WATKINS

Revises revised agenda posted December 30 at 3:58pm

BOARD OF SELECTMEN

Monday, January 4, 2021

5:00 p.m.

Wayland Town Building

Council on Aging Room

41 Cochituate Road, Wayland, MA

Proposed Agenda

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

*In compliance with the revised Open Meeting Law requirements, we will live stream the meeting via Zoom as well as WayCAM. The Zoom meeting can be entered using the following link:

<https://zoom.us/j/95721725414?pwd=RVVkcG9qMXRVcXNlc1pMWVRXY1JLQT09>

Password: 346818

The meeting may be viewed live on the WayCam Government Channel (Comcast 9, Verizon 38). Public Comment will be received either through Zoom** or by phone at 508-358-6812 for this meeting. The phone number will be active during the public comment portion of the meeting. Thank you in advance for your patience; we intend to address all calls that come in during the Public Comment period.

In addition to being live streamed, WayCam will record the meeting and this recording will be made available to the public as soon after the meeting as is practicable. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings.

**To make a public comment via Zoom, perform a virtual "hand raise". The meeting moderator will contact you via a chat message to acknowledge your request and will inform the chair of your request to comment. Instructions for performing a virtual "hand raise" can be found at

<https://support.zoom.us/hc/en-us/articles/205566129-Raising-your-hand-In-a-webinar>

- 5:00 pm 1. Call to Order, Review Agenda for Public
- 5:03 pm 2. Announcements and Public Comment
- 5:10 pm 3. Licensing:
 - a. Vote to approve renewal of 2021 Used Car Dealer's License Class II for Wayland Foreign Motors
- 5:15 pm 4. Town Administrator Review: Distribute Town Administrator self-assessment including a report on goal achievement.
- 5:20 pm 5. Committee Appointments:

BOARD OF SELECTMEN
Monday, January 4, 2021
5:00 p.m.
Wayland Town Building
41 Cochrane Road, Wayland, MA

a. Interview and Potential vote to appoint:

Committee	Potential Appointee(s)	Term End Date
Audit Committee	Steve Curtin	June 30, 2023

* Representing Board of Selectmen

- 5:45 pm 6. 2021 Annual Town Meeting:
- a. 2021 ATM articles: review and potential vote to submit
- Capital Stabilization Fund
 - Community Choice Aggregation
 - Purchase of Land for a Council on Aging/Community Center
 - Accept Spencer Circle
 - Planning Board articles (potential topics)
 - Remote Participation at Annual Town Meeting
 - Transfer Station Enterprise Fund (3 separate articles)
 - Tax work off Language
 - Solar on Loker roof and parking lot canopies
 - Select Board/Town Manager Act
 - Cost of Living Adjustments for Non-Union Personnel
- 6:15 pm 7. COVID-19: Update from Town Administrator
- 6:30 pm 8. River's Edge: Update to include permitting, easement documents, , timeline, and **Petition for Public Involvement Plan (PIP) Designation; Potential vote on response to PIP designation**
- 7:30 pm 9. Town Administrator update
- a. Wayland Middle School Light Project
 - b. Stone bridge Road Bridge Update
 - c. Wayland High School retro Commissioning Project
 - d. River's Edge Asbestos Removal Update
 - e. Surveillance Testing in Schools
 - f. Kindergarten
 - g. Housing Production Plan
 - h. Reeves Hill Communication Tower
 - i. COVID 19 Vaccination Update
 - j. FY2020 Audit Letter update
- 8:00 10. Minutes – December 7, 2020 and December 14, 2020; review and vote to approve
- 8:05 pm 11. Consent: review and vote to approve
- 8:10 pm 12. Correspondence
- 8:15 pm 13. Selectmen's Reports and Concerns
- 8:20 pm 14. Topics not Reasonably Anticipated 48 hours in advance, if any
- 8:25 pm 15. Executive Session

BOARD OF SELECTMEN
Monday, January 4, 2021
5:00 p.m.
Wayland Town Building
41 Cochrane Road, Wayland, MA

- I. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation Ordway v. Town of Wayland pending with the Massachusetts Commission Against Discrimination;
- II. Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (6) to consider the purchase, exchange, taking, lease or value of real estate in regard to the final purchase price, payment details related to the wastewater connection, and the twelfth amendment to the Land Disposition Agreement pertaining to the Rivers Edge Project at 484-490 Boston Post Road;
- III. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation Stephen Cass v. John Ritchie
- IV. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with Wayland DPW Association, Teamsters Local 170;
- V. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (6) to discuss the purchase, exchange, lease or value of real estate with respect to the Town's agreement with Twenty Wayland, LLC. relative to property and development located off 400-440 Boston Post Road; and
- VI. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and approve the executive session minutes of December 14, 2020

Approve and Hold: Executive Session minutes of December 14, 2020

9:00 pm 16. Adjourn

To: Board of Selectmen
From: Teri Hegarty, Management Analyst
Date: January 4, 2021
Re: 2021 License Renewals

The following is the list of licenses that are ready for approval for 2021.

VOTE: TO APPROVE THE 2021 RENEWAL OF THE AUTO DEALER LICENSE, AS PRESENTED IN THE JANUARY 4, 2021 MEMORANDUM TO THE BOARD OF SELECTMEN PENDING RECEIPT OF COMPLETED PAPERWORK (WHERE APPLICABLE); UPDATED INSURANCE INFORMATION (WHERE APPLICABLE) AND FEE PAYMENTS (WHERE APPLICABLE)

VOTE: VOTE THE QUESTION OF DESIGNATING LOUISE MILLER, TOWN ADMINSTRATOR, AS THE SOLE SIGNATORY TO SIGN OFF ON ALL 2021 APPROVED RENEWALS LISTED IN THE JANUARY 4, 2021 MEMORANDUM.

The following Auto Dealer License for 2021:

Wayland Foreign Motors	356 Boston Post Road	Used Car Dealer's License Class II
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2020 Town Administrator Evaluation

POLICY AND PURPOSE

The purpose of this evaluation instrument is to formally appraise the Town Administrator's performance on an annual basis or as required by contract. The document allows the Board of Selectmen to assess the Town Administrator's performance in management practices, in job requirements as stated in the contract and/or job description, and in the accomplishment of goals. Through the evaluation procedure, Board members will recognize strengths, offer positive feedback, and suggest any areas that require corrective action.

The final overview document showing compiled scores and comments summarized by the Chair or his or her designee will be discussed and released in open session.

PROCEDURE

1. The period of evaluation is September 1, 2019 through August 30, 2020.
2. The Town Administrator will submit a narrative self-evaluation including a report on goal achievement. A copy of the report and a blank evaluation form will be distributed to each Board member. *Estimated Date: November 30. Edit: Jan 4, 2021*
3. The Town Administrator makes the decision whether to waive the right to privacy as to his/her written performance evaluation of the past year. If he/she chooses to waive this right, it should be stated for the record at a Board meeting and also specifically noted in the minutes. *Estimated Date: November 30. Edit: Jan 4, 2021*
4. Board members will complete their evaluations forms and give them to the Chairman in a regular meeting by a date set by the Chairman. *Estimated Date: December 14 Edit: Jan 19, 2021*
5. The Chairman or his or her designee will compile scores from individual evaluation forms and develop a consensus overview document. *Estimated Date: December 2020. Edit: Jan 2021*
6. The Chairman will give the individually completed performance evaluation forms to the Human Resources Manager who will place them in the Town Administrator's personnel file. *Estimated Date: December 14. Edit: Jan 19, 2021*
7. Board members may meet individually with the Town Administrator to discuss aspects of the performance review document. *Estimated Date: December 2020. Edit: Jan 2021*
8. The Chairman will provide the other Board members and the Town Administrator with the consensus evaluation overview document at least one week prior to the date at which the document will be publicly released. *Estimated Date: January 4, 2021. Edit: Feb 1, 2021*
9. The overview document will be released by the Chair at a public meeting of the Board of Selectmen *Estimated Date: January 11, 2021. Edit: Feb 8, 2021*

**Town of Wayland
Board/Committee Appointments
Status as of December 15, 2020**

Volunteers interested in serving on one of the committees or boards listed below, please send your information to the Board of Selectmen c/o Teri Hegarty at thegarty@wayland.ma.us. All positions are appointed by the Board of Selectmen unless otherwise noted.

Committee	Term Ending Date
Audit Committee (2 positions)	
School Committee	June 30, 2022
Selectmen	June 30, 2023
Registrars of Voters	April 1, 2022
Preference to a registered Republican or Unenrolled resident	
Cable Advisory Committee	open ended
Cultural Council (multiple vacancies)	3-year terms
Municipal Affordable Housing Trust Fund Board	
Selectmen (Real Estate Law Specialist)	June 30, 2022
Wastewater Management District Commission	June 30, 2021

Contact

scurtin22@gmail.com

www.linkedin.com/in/stevecurtin
(LinkedIn)
thegypsynurse.com (Company)

Top Skills

Social Media

Online Advertising

Instructor-led Training

Certifications

Online Marketing Foundations

Honors-Awards

Inc. Magazine 5000 List of Fastest Growing Companies in the US 2013

Inc. 5000 List of Fastest Growing Privately Held Companies 2015-16

CEO Inc. President's Award

Steve Curtin

CEO at The Gypsy Nurse: #1 Destination for Travel Nurses.
Greater Boston

Summary

★ Entrepreneurial, influential senior business leader and marketing professional with proven track record in driving new revenue in small to medium-sized business, including online communities, healthcare staffing and technology companies. Outstanding analytical, leadership, lead generation, product marketing, product management, P&L skills. Demonstrated ability to identify and seize untapped business opportunities/uncover actionable insights and monetize through strategic insight combined with sound tactical, hands-on approaches.

▪ integrated digital marketing initiatives ▪ data analytics ▪ demand generation ▪ communities ▪ social media ▪ recruitment marketing ▪ co-marketing ▪ content development

Areas of Expertise

► Integrated Digital Marketing Strategies: Built Cirrus Medical Staffing's marketing organization from the ground up with focus on integrated digital marketing strategies which successfully differentiated the firm in a highly competitive healthcare employment market. RESULT: 26% CAGR: \$15M in 2010 to \$30M in 2013, named to Inc. Magazine's "5,000 Fastest Growing Companies in the US" in 2013.

► Online Content Development & Distribution: Defined and implemented unique online content development process resulting in accelerated organic growth to over 2M unique website visitors in 2013. RESULT: Successful acquisition of online healthcare community by private equity firm(NurseTogether.com).

► Online Community Creation: Established innovative strategic partnerships which generated online content from 150+ key healthcare influencers. RESULT: 1,000+ pieces of content

generated annually with no incremental development cost (NurseTogether.com)

► Team Leadership: Accelerated team performance by training, coaching, and leading large teams of content developers which successfully built integrated eLearning, knowledgebase, and classroom content with direct P&L responsibility. RESULT: improved employee productivity and engagement via optimized operational workflow.

Experience

The Gypsy Nurse

CEO

May 2019 - Present (1 year 7 months)

Greater Boston Area

The Gypsy Nurse is dedicated to providing powerful tools, information, and social connectivity to our community of travel nurses. As the #1 travel healthcare community in the industry, we serve thousands of travel nurses daily across multiple digital platforms.

Boston Web Consultants

Advisory Board Member

March 2014 - Present (6 years 9 months)

Maynard, MA

Boston Web Consultants is an internet marketing consulting company that helps organizations improve their brand awareness and generate more traffic and leads. Boston Web Consultants uses content marketing, SEO, social media and pay-per-click advertising to drive targeted new visitor traffic to your website, converting visitors to leads and improving user engagement and brand affinity.

CEO Inc.

Vice President of Marketing

August 2014 - May 2019 (4 years 10 months)

Charlotte, North Carolina Area

Founded in Charlotte, North Carolina in 1994, CEO Inc. is a full-service recruiting firm, specializing in direct hire placement for senior-level sales, operational and management positions in plastics, advanced composites, textiles and specialty chemical companies nationwide. Xcentri, launched

in 2014 to complement the rapid growth of CEO Inc.'s services, provides temporary staffing and permanent placement services for accounting, finance, office support and call center/customer service positions for organizations in the Southeast and across the country

Responsible for the company's overall marketing strategies and initiatives including digital marketing campaigns, corporate website development, social media, development of lead generation programs and branding. In 2016, CEO Inc. was named to the "Inc.5000 List of Fastest-Growing Private Companies", with revenue growth of 100% over 3 years (\$9.5M in 2015).

Cirrus Medical Staffing

Vice President of Marketing

December 2010 - March 2014 (3 years 4 months)

Boston, MA

★ Created integrated marketing initiatives across multiple business units for national healthcare staffing firm. Successfully delivered high-impact marketing programs including company rebranding, digital marketing campaigns, online communities, SEO and SEM strategies, corporate website development, social media ecosystems, and development of lead generation programs and partnerships.

■ Key Accomplishments ■

- ▶ Marketing outcomes drove Cirrus Medical Staffing to gain industry recognition and be named to Inc. Magazine's "5,000 Fastest Growing Companies in the US" in 2013.
- ▶ New marketing programs directly resulted in doubling revenue: \$15M in 2010 to \$30M in 2013.
- ▶ Rebuilt the company's marketing organization from the ground up with focus on integrated digital marketing strategies to successfully differentiate Cirrus in a highly competitive healthcare staffing market.
- ▶ NurseTogether.com acquired by Cirrus Medical Staffing in December 2010. Led NurseTogether.com acquisition integration to ensure maximum ROI for lead and revenue generation.

NurseTogether.com

Vice President of Marketing, Content and Strategic Partnerships

October 2007 - December 2010 (3 years 3 months)

Ft. Lauderdale FL

★ Co-founder of one of the industry's largest and most successful social media professional communities for nurses. Helped lead company through inception, launch, acquisition, and post-acquisition transformation during major economic downturn.

NurseTogether.com acquired by Cirrus Medical Staffing in December 2010.

■ Key Accomplishments ■

Strategic Marketing and Senior Management:

- ▶ Co-developed business plan and co-delivered investor presentations which successfully secured seed investments.
- ▶ Defined and implemented unique content development process which accelerated organic growth to over 2.2M unique visitors and an active membership base of over 100,000 RNs in 2013.
- ▶ Spearheaded web design and development efforts for versions 1.0-3.0 of website.
- ▶ Partnered with founder to successfully secure acquisition by private equity firm (ANSCOR – owner of Cirrus Medical Staffing). Served as main point of contact during due diligence process.

Content Development

- ▶ Created and drove innovative content partnership platform which generated nursing-related website content from 150+ key healthcare influencers resulting in publication of over 1,000 pieces of content annually with no incremental development cost.
- ▶ Built “best practices” content development process for author base with focus on engaging SEO-friendly content which accelerated organic growth.

Marketing and Partnerships

- ▶ Developed and delivered all marketing initiatives including corporate branding/messaging, marketing materials, presentations, communications and PR.
- ▶ Identified and developed a wide variety of integrated, multi-channel B2B co-marketing partnerships which substantially increased traffic and key website metrics at no incremental cost.
- ▶ Developed key strategic marketing partnerships resulting in over \$200,000 in critical early stage revenue.

Pegasystems

Senior Director, Worldwide Knowledge Products

January 2005 - August 2007 (2 years 8 months)

Cambridge MA

★ Directed knowledge product development for business unit generating \$25M in annual training revenue. Built large team of SMEs and instructional designers to build integrated suite of eLearning, knowledgebase, product documentation, product help system and developer community products.

■ Key Accomplishments ■

- ▶ Increased site membership of Pega's Global Developer Network by over 400%, while providing application developers rich technical content which accelerated product adoption. Dramatically improved key metrics for site activity and satisfaction.
- ▶ Increased number of certified Pega developers worldwide by 250% by creating certification tracks for the Pega Certified Professional Program. Using "best practices" application development processes for customers, partners and employees, program accelerated training revenues and promoted Pega brand loyalty.

Parametric Technology Corporation

Sr. Director, Worldwide Education Products

May 2003 - January 2005 (1 year 9 months)

Needham MA

★ Headed design, development, and go-to-market strategy of a blended learning curriculum for customer training business generating \$50M in annual revenue. Developed distributed team of SMEs and instructional designers responsible for creation of instructor-led and eLearning content with P&L responsibility.

■ Key Accomplishments ■

- ▶ Redesigned curriculum development process which reduced time-to-market by approximately 20%, while increasing developer productivity and decreasing third-party development expenses.
- ▶ Grew number of students trained by 10% to over 50,000 students annually worldwide through content delivered in eight languages.

Macromedia (acquired by Adobe)

3 years 5 months

Director of Worldwide Curriculum Development and Certification

January 2000 - May 2003 (3 years 5 months)

Newton MA

★ Grew product development team for software training business generating over \$35M in annual revenue. Built and developed large team of SMEs and instructional designers to create wide-ranging and integrated suite of eLearning, instructor-led courses, and retail technology books with P&L responsibility.

■ Key Accomplishments ■

▶ Created course development process which successfully reduced time-to-market and increased developer productivity by approximately 15%, while decreasing reliance on third-party development/expenses

Developer Certification Program Manager

January 2000 - February 2001 (1 year 2 months)

Newton MA

★ Responsible for the design, development, and go-to-market strategy of the first “Allaire Certified Professional” web developer program as part of Allaire Educational Services P&L.

Sybase

Education Sales Mgr/eLearning Program Mgr

August 1994 - December 1999 (5 years 5 months)

Concord MA

- Achieved over 200% of telesales team quota (\$13.4 M) for \$60M annual training business.
- Developed organization’s first eLearning products program; grew revenue from \$150K in 1994 to \$3.2M.

Education

Northeastern University

Bachelor's Degree, Speech Communication · (1983 - 1987)

University of Central Florida

Venture Lab Accelerator Program · (2008 - 2009)

Article Title: Capital Stabilization Fund

Estimated Cost:

Article Description (final language to be provided by Town Counsel based on description provided):

Establish a Capital Budget Stabilization Fund

Background Information (to be used by Finance Committee to draft its report. Please explain the intent of the article, why it should be supported now, as well as known reasons the article may be opposed):

Creating a Capital Stabilization Fund is part of developing a Capital Improvement Plan that maintains town assets with minimal fluctuation in taxes. This article creates the stabilization fund but does not appropriate funds at this time. A stabilization fund is created with a 2/3 majority vote, appropriations into the fund are by a simple majority vote, and appropriations from the fund require a 2/3 majority vote.

State law allows the creation of one or more stabilization funds, which are special reserves into which monies may be appropriated and reserved for later appropriation for any lawful municipal purpose. Monies accumulated in a stabilization fund carry over from one fiscal year to another, and interest remains with that fund.

A capital stabilization fund can be used to defray the cost of new equipment, building repairs/maintenance, and capital improvements to town land and buildings to the extent that these costs may be funded by the Fund's balance. Purchases exceeding the Fund's available balance may require other sources of funding.

A capital stabilization fund is a tool to level the tax impact of a fluctuating level of expenses to maintain the town's capital assets. The capital funding plan works to hold capital funding at a steady level (cash, cash capital and debt service). In years in which repairs are lighter, funds may be contributed to a stabilization fund. They will be held until voted to be used on a capital expenditure. In years in which the demand for capital is higher, residents can vote to use funds from the stabilization fund to offset the higher expense. Investment of these funds is in investment vehicles as prescribed by the state.

Specifically, in December 2018, the Finance Committee requested that the Board of Selectmen and Town Administrator pursue a capital stabilization fund as a means of providing financial stability. They also recommended the Board of Selectmen endorse a policy to fund non-exempt debt at a constant percentage of the total budget with any funds over the actual amounts required to service non-exempt debt be transferred to the Capital Stabilization Fund. (Memo attached for background.)

Proposer's Comments (if needed, 150-word limit per Town Code):

Contact Information for Publication in Warrant

Contact Person Name: Brian Keveny

Contact Person Phone: 508.358.3611

Contact Person Town Email: bkeveny@wayland.ma.us

Proposing Board Information

Board Name: Board of Selectmen

Board Vote (Quantum) to Submit Article:

Date of Board Vote:

Signature of Board Chairperson:

Date:

December 5, 2018



TOWN OF WAYLAND
SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING
Attach extra pages if necessary

Board of Selectmen
Wayland Town Building
41 Cochituate Road
Wayland, MA 01778

Dear Board of Selectmen,

At its meeting on November 26th, the Finance Committee voted to recommend that at the next ATM, the Town establish a Capital Stabilization Fund (CSF) and that the Board of Selectmen immediately consider:

- What by-laws may need to be amended to set up a Capital Stabilization Fund
- What the appropriate/recommended funding strategy should be

The Finance Committee further recommends that the Board of Selectmen endorse level-funding the non-exempt debt at some constant percentage of the total budget with the excess of this level percentage over the actual amounts required to service the debt to be transferred to the General Stabilization Fund or the CAP-X fund once it is established.

Background

The Moody's credit opinion, issued on February 20, 2018, notes that over the last two years, the Town has worked to eliminate the use of reserves for operational expenses and has produced a structurally balanced budget. However, they also noted that the Town's reserves are currently below average for a Aaa rating category.

Moody's continually cites their concern over continued reduction in the fund balance. The Town's Financial Advisor, UniBank has observed that they explicitly drew the "line in the sand" with their requirement that General Fund balances not fall below 20 percent of operating revenues. Moody's also indicated that they were concerned about any material increases in the debt burden.

The Town needs to continue to be vigilant in its defense of the Aaa rating. In keeping with that defense, the Town needs to ascribe to a 3 to 5-year revenue and expense plan that shows the restoration of fund balance and that continues to support a structurally sound budget.

Unibank's recommendation, in support of that objective, was to level-fund debt service where excess of recommended appropriations over the amount required to actually service the debt be transferred to the General Stabilization Fund. Other advantages for level-funding the debt service are 1) it smooths out the tax rate and 2) it provides a convenient funding source for future capital projects.

More generally, in order to maintain a 20% fund balance any net increases in the Town's annual operating expenses should be accompanied by an adjustment that increases the fund balance by 20% of such a net increase. One of the techniques to accomplish this would be to appropriate \$20 for



TOWN OF WAYLAND
SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING
Attach extra pages if necessary

designation to a Capital Stabilization fund for each \$100 of new debt service incurred. Another technique used by some other Towns is to make explicit appropriations into a Cap-X funds by way of Articles that are considered under the expedited approval process.

The Committee is available to answer any questions regarding this matter. Thank you in advance for your consideration.

Very truly yours,

Wayland Finance Committee

CC: Louise Miller, Town Administrator

Brian Keveny, Finance Director



TOWN OF WAYLAND
SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING
Attach extra pages if necessary

Article Title: Select Board / Town Manager Special Act **Estimated Cost:** \$0

Article Description (final language to be provided by Town Counsel based on description provided):

To **determinesee** if the Town will authorize the Board of Selectmen to petition the General Court for an act of special legislation entitled "An Act to Create a Select Board/Town Manager Form of Government in the Town of Wayland," the full text of which is printed as Appendix XX to this warrant, or take any other action relative thereto.

Background Information (to be used by Finance Committee to draft its report. Please explain the intent of the article, why it should be supported now, as well as known reasons the article may be opposed):

The Board of Selectmen (BoS) is proposing that the Town adopt the Select Board/ Town Manager Special Act to professionalize the structure of Wayland's government; coordinate administrative, operational, and financial functions; provide a consistent approach for efficiency, effectiveness, and transparency across all departments and boards; use resources effectively; improve legal and regulatory compliance; and maintain volunteer opportunities.

This is the third effort over the past thirty years to strengthen the Town's executive and financial management structure. The Charter Commission (1989), the Maximus Group (2002), and the Collins Center for Public Management (2018) have all recommended strengthening the executive function so that all Town department heads (excluding Schools), report to a Town Manager. This article is proposing their recommendation regarding reporting structure, excepting Schools and Library. They also all recommended reducing the number of committees and boards. This article is proposing no changes to committees and boards.

The Charter was not approved at a town-wide election in 1990. Two recommendations from the Maximus report were approved by Town Meeting: the 2004 Town Administrator Special Act and the 2008 Act Authorizing the Town of Wayland to Establish a Department of Public Works. Even with these steps forward, Collins stated in the Executive Summary of Wayland's Financial Management Structure Report (2018),

At its core, the issue is that the financial management of the Town is severely fragmented in a way that reduces the Town's efficiency, effectiveness, and transparency.

This fragmented structure is causing deficiencies through increased risk of non-compliance with IRS regulations, Massachusetts Department of Revenue regulations, and procurement law.

Why change now? Wayland's organization was developed when times were simpler. Wayland was a small town with few professional staff and many volunteers who did much of the work. Wayland is now analogous to a \$90 million diversified company in a highly regulated and public service environment requiring a stronger centralized management structure.

Over the decades there have been changes in the complexity of municipal government with increased regulations, financial requirements, and public scrutiny. The level of volunteer work cannot and should not be sustained. Wayland has a reputation for being difficult to manage, which translates into difficulty in hiring



TOWN OF WAYLAND
SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING
Attach extra pages if necessary

people into management positions. Previous Town Administrators have reported that their position has all the responsibility, but not the necessary accountability for many departments.

Feedback from some residents points to Wayland's strengths, including the Town's Aaa bond rating, as a measure of success.

Again from Collins:

The Town has managed to achieve these things through the efforts of dedicated current and prior elected officials, appointed volunteers, and professional staff.

These accomplishments have come in spite of, not because of, the structure of Town Government, which appears increasingly anachronistic among Wayland's peer communities and increasingly unable to handle the accelerating changes Massachusetts municipalities must manage.

It is not just the Town's finances that are fragmented. Currently the Town Administrator has 20 direct reports and 6 department heads appointed by boards and managed by both boards and the Town Administrator. More than 40 boards and committees source ideas and projects and set priorities for staff. There is little coordination of functions, efforts, or priorities among boards and committees. Town efforts are fragmented rather than organized to work towards a common goal.

Based on the Finance Committee's current and former peer community list, Collins looked at statutory management structures and found that Wayland had the weakest structure. The language of a charter, by-law, or special act is what determines the strength of the management structure, not simply the method by which the language was enacted. Also, the title (Town Manager or Town Administrator) does not inherently define the strength of the position. Collins looked at the following towns:

- Hopkinton, Lynnfield, Marshfield, Medfield, North Andover, North Reading, Scituate, Westford, Westwood, all of which operate under a charter
- Carlisle, Hingham, Lincoln, Manchester-by-the-Sea, all of which operate under a by-law
- Cohasset, Concord, Sudbury, Weston, all of which operate under a Town Manager Act with strong language
- Wayland, which operates under a Town Administrator Act with weak language

The reporting structure (organization charts) of Wayland, Cohasset, Concord, Sudbury, and Weston are available in appendix X. Wayland's organization is flat, while other towns have a variety of department groupings such as Finance, Planning and Land Management, Public Works (as Wayland enacted in 2008), Human Services, Culture and Leisure, Public Safety, Facilities, etc. No two towns have exactly the same structure. This proposed article allows flexibility for the Town Manager to group departments, with oversight by the Select Board, but does not propose a specific organization, due to union considerations for many employees including some department heads.

What does the Act accomplish? The Act defines the Town Manager's authority and responsibility for administration, finances, personnel, and facilities/property.

The Act *maintains* administrative authority and responsibility for coordinating implementation of Town policy; ensuring compliance with policies, procedures, and law; coordinating setting priorities (policies, projects, staff);



TOWN OF WAYLAND
SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING
Attach extra pages if necessary

overseeing emergency situations; communicating activities and coordinating efforts; and responding to requests in a timely manner for public records, general information, Open Meeting Law and other complaints. The word *maintains* indicates that this responsibility already exists in the Town ~~Manager~~Administrator Special Act of 2004 under Chapter 60 of Town Code.

The Act *strengthens* financial authority and responsibility by establishing the Town Manager as the Chief Financial Officer; providing additional Town Manager oversight of Operating and Capital budget development; tasking the Town Manager with effective and compliant finances; affirming the role of Town Manager as Chief Procurement Officer ensuring compliance; and creating clear signing authority to execute and award grants and sign contracts. The word *strengthens* implies a change, but that change does not require any amendment to Chapter 19 defining the Finance Committee's role.

The Act *strengthens* personnel authority and responsibility by centralizing employee services; standardizing consistent and compliant hiring practices; assigning responsibility for performance review standards to the Town Manager; assigning leadership of negotiations to the Town Manager rather than the Personnel Board; and establishing compliance with bargaining unit contracts. Again the word *strengthens* indicates a change from the current practice. In this case, Town Code Chapter 43 will need to be amended to give responsibility for negotiating to the Town Administrator, not the Personnel Board.

The Act *maintains* facilities/property authority and responsibility of the Town Manager for construction, repair and maintenance of all Town buildings, real and personal property, and information technology and infrastructure. The Town Manager is still responsible for maintaining an inventory of all Town-owned real and personal property. The word *maintains* indicates that this responsibility already lies with the Town Administrator under current Town Code (Chapter 60).

What does the Act accomplish? The Act changes the name from Board of Selectmen to Select Board. It reaffirms the Select Board's role as an executive and policy-making body and restates current Chapter 58 (Board of Selectmen) roles.

The Act changes the name from Town Administrator to Town Manager with defined responsibilities only as stated in the special act. It incorporates all elements of current Chapter 60 (Town Administrator).

The Act changes the Town Clerk from an elected to an appointed position.

The Act does not change the following: departments continue to make operational decisions and conduct day-to-day operations; boards/committees retain rights under state law and continue to set policies and maintain all permitting and regulatory responsibilities; volunteer spirit continues through over 40 elected and appointed boards/committees. All currently elected boards/committees remain elected. The number of appointed boards/committees remains the same.

Town Code is unchanged for Council on Aging, Chapter 12; Finances, Chapter 19; Planning Board, Chapter 47; Treasurer and Collector, Chapter 72; Board of Health, Division 2; and Director of Public Works, Chapter 151. The Library continues to operate under Massachusetts General Laws Chapter 78.



TOWN OF WAYLAND
SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING
Attach extra pages if necessary

Town Code will be updated for Personnel, Chapter 43, section B (3) responsibility for negotiations; Board of Selectmen, Chapter 58 (being replaced); Town Administrator, Chapter 60 (being replaced).

Communication: Information Gathering The Collins Center conducted a Review of Financial Policies and Procedures in 2016, a Review of Financial Management Structure in 2018, and created a first draft of the Special Act.

The BoS received staff input at a public meeting in April 2018 and at a department head meeting organized by the former Town Administrator. Town Counsel updated the draft in 2019 to make the language more Wayland friendly and fit with existing Town Code. The Board of Selectmen conducted committee presentations (17) and community forums (7) in 2019. The Select Board/Town Manager Special Act was scheduled for discussion on 15 agendas in 2018 and 19 agendas in 2019. The Board of Selectmen submitted the SB/TM Special Act article in January 2020 for the planned April 2020 Annual Town Meeting. Due to the Covid-19 pandemic, the BoS voted to pass over this article at the rescheduled and shortened 2020 ATM in September.

Feedback and response: The BoS heard concerns about checks and balances, definitions, hiring and evaluations, and consistency with existing code. The BoS revised the text of the Act to continue the Select Board as Chief Executive Officer (CEO) with Town Manager as Chief Financial Officer (CFO) and Chief Operating Officer (COO); to consistently use the words *responsible* and *responsibility* to illustrate that the “buck stops” at the Town Manager’s desk, rather than the Town Manager doing the daily work; to include consultation with committees on hiring and evaluating department heads and allow department heads to hire other staff (within union contract specifications); and to recognize that preference is given to State law and existing Town Code.

The BoS also heard requests to propose a specific organization chart, but agrees that it is too early to determine the future structure. It is likely that the first structural change will be grouping of finance related positions, as that was the focus of the Collins study. The Act provides flexibility to work within Wayland’s needs.

There are no changes proposed to staff positions or union structure, but the Act allows for flexibility in organization. There are no changes proposed to the volunteer structure. There are no changes to Chapter 19 regarding the role and appointment of the Finance Committee. The Act clarifies practices regarding flexibility in the organization of financial services, as well as responsibility for budget preparation.

Questions about expense savings are difficult to answer. Time and effort efficiencies on future work are not easily quantified. It is expected that repetitive work will be reduced and that project outcomes will improve.

Questions about the process for conflict resolution between committees and departments were posed. The Act maintains the Select Board as an elected board with the Town Manager reporting to the Select Board/CEO. Procedural questions such as “who do I call to fix something?” or “what if I have an IT issue?” will not be answered in Town Code, but instead through policy.

Feedback suggesting discomfort with the Act includes the following: some committee members may feel that they are losing power or control over their departments or areas of interest; some citizens trust volunteers more than employees; some citizens are concerned that we don’t know for sure if the article will cost money; and some people may feel that one person cannot do all that is expected of a Town Manager.



TOWN OF WAYLAND
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Attach extra pages if necessary

Summary: The challenges of 30 years ago remain today. The Wayland Charter Commission (1990) wrote:

Town government is growing increasingly complex and it is essential that we have a well qualified person to handle the day to day administration. Having specified powers and responsibilities...will enable the town administrator to be more effective; and we will attract and retain competent people.

The suggestions of 187 years ago are still pending today. The Maximus Report (2002) stated:

Move towards a Town Manager form of government. As an interim (or evolutionary) step, consider making the transition to a Town Administrator form. This will entail delegation of additional authority to the Town Administrator/Manager. This will also include moving staff from reporting to various boards and commissions to the Town Manager."

Other functions of the Town currently are responsible to a range of accountability points (i.e., boards, commissions, Executive Secretary) which leads to some confusion about responsibility and authority (as well as diluting accountability).

All staff in the Town should report to the Town Manager on matters of personnel finance, service levels, etc. Board and commissions should retain no direct supervisory authority.

Today's challenge is summarized by the Collins Center (2018):

Wayland appears increasingly anachronistic among Wayland's peer communities and increasingly unable to handle the accelerating changes Massachusetts municipalities must manage.

Much of what is included in the Special Act is either in the current Chapter 60 (Town Administrator) or follows current practice. This is an opportunity to think about what is best for the whole Town, not just about retaining the power of a committee, but also about how individual departments should fit within the Town structure to best position the Town for future functionality.

We have come full circle to 1990. The Charter Commission wrote:

The commission feels that the proposed charter provides a viable, progressive and flexible structure for Wayland government for many years to come.

Very few voters will favor every provision of this charter. We urge that you vote for adoption if you conclude that, on balance, the town will be better managed under the charter than without it.



TOWN OF WAYLAND
SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING
Attach extra pages if necessary

Proposer's Comments (if needed, 150-word limit per Town Code):

Contact Information for Publication in Warrant

Contact Person Name: Lea Anderson **Contact Person Phone:** 5083582667

Contact Person Town Email: landerson@wayland.ma.us

Proposing Board Information

Board Name: Board of Selectmen

Board Vote (Quantum) to Submit Article: _____ **Date of Board Vote:** _____

Signature of Board Chairperson: _____ **Date:** _____

Select Board/Town Manager Special Act Frequently Asked Questions (FAQS)

General questions on why change and what changes

- **Why are we doing this at all?** The Board of Selectmen wants to bring Wayland's organization into the 21st century. The purpose of the Special Act is to professionalize the structure of Wayland's government; coordinate administrative, operational, and financial functions; provide a consistent approach for efficiency, effectiveness, and transparency across all departments and boards; use resources effectively; improve legal and regulatory compliance; and maintain volunteer opportunities.
- **Why now?** We might ask, why not 30 years ago? Wayland has looked at its structure three times over the last 30 years. The Town's Charter Commission (1989), The Maximus Group (2002), and The Collins Center for Public Management (2018) have all told us the same thing: Wayland's financial management is severely fragmented and the executive function needs to be strengthened.

With the opportunity to hire two Town Administrators in the past 65 years, the Board has received direct feedback that Wayland's organizational structure is unwieldy and unusually flat. We've heard this from the prior Town Administrator and our hiring consultant. Our organizational structure is viewed as a challenge.

Wayland's organization was developed when times were simpler. Wayland was a small town with few professional staff and many volunteers who did much of the work. Wayland is now analogous to a \$950 million diversified company in a highly regulated and public service environment requiring a stronger centralized management structure.

Over the decades there have been changes in the complexity of municipal government with increased regulations, financial requirements, and public scrutiny. The level of volunteer work cannot and should not be sustained. Wayland has a reputation for being difficult to manage, which translates into difficulty in hiring people into management positions. Previous Town Administrators have reported that their position has all the responsibility, but not the necessary authority and accountability for many departments.

- **Why can't we accomplish these goals with the current Town Administrator position?** In 2004 the Town made some improvements by changing from an Executive Secretary to a Town Administrator (TA) form of government. However many department heads continue to report to elected boards and committees, not up through a single executive. This makes it difficult to manage workload, set priorities that cross departmental lines, and ensure that laws and regulations are met. The current TA has 20 direct reports – an unsustainable number. There is no flexibility to organize a deeper structure of departments when some departments are not under the TA's direct management.

- **What changes are being proposed to current code?** With passage of the Special Act, the Town Code will be updated for two chapters: Board of Selectmen, Chapter 58 (being replaced); Town Administrator, Chapter 60 (being replaced). One section of Town Code will be updated at a future Town Meeting: Personnel, Chapter 43, section B (3) responsibility for negotiations, which will go to the Town Manager. In summary, the function will move to the Town Manager and the Personnel Code will be revised later.
- **Why not make this change through a Charter?** The Town tried a charter in 1989. It did not pass. A charter is a total rewrite of Town Code that follows a specific two-year process. The Board of Selectmen thinks it is more manageable to address the needed changes in parts, addressing the professional organization first. In the future the Town can choose to address financial and committee structure.
- **Why not make recommendations on consolidating or removing committees?** The volunteer spirit is very strong in Wayland and will continue through over 40 elected and appointed boards/committees. All currently elected boards/committees remain elected. The number of appointed boards/committees remains the same. Looking at committees is for a future reform.

Organizational Structure

- **What will the organization look like?** The goal is to take a very flat organization with over 20 direct reports and create functional groupings with existing staff in organizational roles. In the public discussions, the Board shared sample organizational charts from similar towns to show groupings of human services, land services, administrative support work, and public safety services.
- **Why can't we see exactly what the staff organization chart will be?** No determination has been made on an exact organization for Wayland. We can offer a couple of examples of what it might look like. However, discussions with union staff may require contract negotiation for potential changes in responsibility or reporting structure. Also, to manage staff and resident expectations and avoid unnecessary apprehension, no decision on structure will be made until passage of the Special Act.
- **Will all department groupings have a staff manager?** Functional groupings may have a leader named to facilitate communication and workload. It is not anticipated that additional staff will be hired to head these functional groups. A shift in work responsibilities should be able to accommodate the change.
- **How are Boards/Committees/Commissions changing under this act?** There are no changes to the number of boards/committees/commissions. There are no suggested changes to the selection process (elected vs. appointed), the purpose and mission statements, or the number of volunteers.

- **Do volunteers' roles change? Why is it difficult to appoint volunteers?** Committee/board volunteers will continue to have regulatory and policy responsibility. However, it is anticipated that the daily work will move to staff. Examples of this include but are not limited to regulatory mailings, implementing contracts for services. It can be difficult to attract volunteers given the amount of work required on some committees.
- **Will all boards/committees have a staff contact?** Each board/committee will have a staff contact. Now, there are some committees that report directly to the Town Administrator, for example Historical Commission, Surface Water Quality Commission and Historic District Commission. The staff contact can assist with posting agendas, maintaining information on the website, regulatory mailings and similar responsibilities.
- **Why is the Library not also under the Town Manager? Is there an explicit law?** The Library is governed by a state statute giving the Library Trustees regulatory authority over collections, programming and its building, among other responsibilities. These areas are not changed by passage of the Special Act. However, parts of the Library function require coordination with other Town staff and as such do fall under the proposed Town Manager. For instance, Facilities budgeting and work, IT for technology, Human Resources support for hiring and benefits, Finance support for payroll and expenses, and outside maintenance done by the DPW all require coordination. The Library union contract also assigns rights to the Town Administrator now and those would continue with the Town Manager.
- **Why are department heads in a union? Can we change that?** Most department heads are in the AFSCME I union; most other Town Building staff are either in the AFSCME I or AFSCME II union. Department Heads in AFSCME may not hire, discipline or review a staff member in the same union. This affects the Conservation, [Council on Aging](#), Planning, Health, Treasury, Assessing, and Building Departments. Department heads unionized decades ago most likely for salary reasons. If the Town wishes to change the union status of any position, it must be negotiated.

Financial Cost

- **What is the financial cost of this act? What are the savings?** The Board of Selectman does not anticipate any particular costs specific to implementation of the Act. Concerning savings, we anticipate that passage of the Special Act will allow the Town to use its resources more effectively. Whether it be personnel, use of time, or financial, it is anticipated that the act will streamline certain processes, which will result in some savings. Savings are anticipated also through coordination of administrative, operational and financial functions.
- **Does this act require new staff, more staff, or less staff?** It is anticipated that the Act will not change total staffing needs town-wide. However, it is anticipated that responsibilities for administrative, financial, or operational functions may change, subject to negotiations

with the Town's unions. As the Act is implemented, personnel resources will be used more effectively to deliver town services.

- **If the Town's linear reporting structure changes with the passage of this act, will there be a need for a new level of staff and bureaucracy?** It is not anticipated there will be a need for a new level of staff and added bureaucracy, if this act passes. In fact, we anticipate the effect will be just the opposite. We anticipate that there will be greater efficiency, and effectiveness with the passage of this act. There will be more effective use of personnel, time and money. Based on our observations of the many other peer communities who have established a Town Manager position, staffing needs have not increased as a result of the change.

Checks and Balances

- **What are the checks and balances around the TM being CFO? CAO?** The underlying check on the authority of the Town Manager in his/her role as Chief Financial Officer and Chief Administrative Officer (as well as other roles he/she plays) is the Select Board, which directly oversees the Town Manager. Policy decisions are made and/or ratified by the Select Board, and, as such, the Town Manager is required to take direction from the Select Board. Further, as an elected body of officials the Select Board is accountable to the residents of the Town who may vote to replace individual members at the conclusion of their terms.
- **Is it typical for the Town Manager to be Chief Financial Officer?** Yes. Most towns operate under a charter or special act that authorizes the Town Manager to appoint the CFO or Finance Director, or expect the Town Manager to perform the functions of a CFO. This person is ultimately responsible for budgets and capital outlay recommendations and making sure, once those recommendations are approved by the legislative body, that they are carried out.
- **Is it legal for the Select Board, a group of citizens, to be Chief Executive Officer in a town?** Yes. Massachusetts General Laws Chapter 4, Section 7 includes various definitions to be used in statutory construction. When a statute refers to "chief executive officer" used in the context of municipal government, the term refers to a Board of Selectmen in a town. In Wayland's case, the Special Act serves as a local charter and names the Board of Selectmen as CEO. If the Special Act didn't exist, the default would be the Board of Selectmen.
- **Should the Finance Committee be appointed by the moderator or a hybrid group (moderator, Select Board member, Finance Committee member, others) as proposed by Collins?** The determination to amend the current process as to who appoints the members of the Finance Committee is one that entails considerable ramifications, and should thus be studied in some depth in order to present residents with the pros and cons of each option. There are a number of sections within [Chapter 19](#) of the Town Code that could potentially use clarification and improvement, and could benefit from a rewrite, which would incorporate this question about appointment of members of the Finance Committee.

Instead of addressing issues within the chapter in a piecemeal fashion, it makes more sense to consider a rewrite for the entire chapter.

- **What is the role of the Finance Committee?** The Finance Committee's role is unchanged. It will still be responsible for bringing a budget to Town Meeting. The Finance Committee's stated mission is "to recommend a fiscally responsible operating budget and capital spending plan that balances the demand and need for services and infrastructure with the impact on taxpayers across a broad financial spectrum. To fulfill this mission, the Finance Committee outlines a financial strategy and provides factual and relevant information to residents so they can make informed decisions at town meeting." The Finance Committee also prepares a formal report on the budget and finances of the Town at Town Meeting as well as an annual report.
- **Will the boards/committees be involved in hiring, firing, evaluating of staff?** The Town's boards and committees will still have the opportunity to provide substantive input regarding the hiring, removal, and evaluation of town staff, but will not be directly responsible for any of those personnel-related actions.
- **Who does a board go to if there is disagreement between Town Manager and department head on budget or other things?** In the event of a disagreement involving a policy-related issue that cannot be resolved at the staff level, members of a board or committee may involve the Select Board who can subsequently determine if its involvement is necessary to seek a resolution.

Role of the Town Manager

- **How can the Town Manager possibly know and manage the intricacies of every department?** The Town Manager cannot know the intricacies of every department, yet s/he can still manage the Town well. The manager of an orchestra is unlikely to be able to play every instrument but s/he knows what to do to motivate and support the performers to produce beautiful music. In the same way a manager's job is to hire well-qualified staff, oversee employees, departments, even volunteers to ensure that they carry out their duties and meet the town's goals. The Town Manager also serves as a support system for the staff and ensures the best use of town resources, both people and financial. Manager and staff work together as a mutually interdependent team for the benefit of the Town.
- **What is the definition of "be responsible for" as it relates to the Town Manager?** To say the Town Manager (TM) is "responsible for" something (see: 3.1.b: managing, supervising, and executing; 3.1.e: the management of all financial, administrative, and operational affairs; 3.4.a: the construction, reconstruction, restoration, rehabilitation, repair and maintenance) means being **accountable** for ensuring the work is completed successfully and in a timely manner. This can be accomplished by working with staff to set goals, establishing policies, ensuring necessary resources, providing training and support, problem solving, brainstorming solutions, respecting staff knowledge and skills, and even staying out of the way. It is the TM's job to make sure the job gets done.

- **What is the Town Manager’s motivation to serve the public?** One becomes a town manager because s/he is dedicated to serving the public. The pay isn’t bad, but the hours are terrible—all those night meetings! And public scrutiny is just a TV screen or email away.

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The Special Act ensures that the Town Manager is accountable to and overseen by the Select Board, which in turn is responsible to the voters. The position is the chief administrative and operating officer of the Town, a very public position, particularly in a community like Wayland with many very active volunteers. The TM’s three major responsibilities, fiscal, personnel, and facilities, have boards, committees, and constituencies concerned with the outcome of the work: Why hasn’t that bill been paid? When will I get my building permit? Why isn’t that project that was approved at last Town Meeting completed? The TM is accountable to the staff, the volunteers, the public, state and federal laws—hundreds if not thousands of people poised to critique, criticize, complain, and—we hope—commend the TM on doing the job well. If not, there will be a phone call or email or article before s/he goes home after the fifth meeting of the day.

- **If the department head decides to rule against issuing a permit for good reason, will there be political pressure from the new Town Manager to intervene?** Permit decisions are made by the regulatory committee. If the department head is ruling on a permit, it is only because the committee has designated that authority and the committee/board has the ultimate responsibility on regulatory permits. While there could be exceptions, generally the TM’s role is not political and is to enact the will of the regulatory boards. In a smooth running organization, a department head would discuss controversial issues with the TM in advance of having to make a difficult decision. However, if there are legal or procurement improprieties, if there is new information, if the permit conflicts with a decision of another board, or puts the Town in jeopardy, we would want the TM to intercede.
- **How “down in the weeds” would the Town Manager get in the plans laid out by a board?** Typically the TM would not get into the weeds of board/committee work. The town hires well-qualified and knowledgeable staff who understand their jobs and how to complete the work of their department; the department heads remain the primary staff contact for their respective boards/committees. However municipal governments have gotten more complex; rules change; new laws are passed; technology advances and procedures that once worked may no longer be correct or effective. Generally, the TM sets the direction and encourages the staff to make the necessary changes, but occasionally the TM may need to delve into the “weeds”.
- **How will the Act improve a board’s ability to accomplish its work and how will the board/Town Manager/department head really work?** The Special Act gives the TM the authority commensurate with the responsibilities of the job. This is a major improvement. The Act clarifies the TM’s role and responsibilities as well as that person’s relationship with department heads. Using the orchestra metaphor again, we would not expect high quality music if only half the musicians followed the conductor and the other half marched to a different beat. The TM cannot manage efficiently and well when there is no reporting

relationship with half the staff and when some committees operate independently of Town goals. The Special Act establishes clear lines of authority. With approval of the Select Board, it gives the TM the capacity to streamline and reorganize departments to improve operations and reporting structures; coordinate and communicate; supervise, facilitate, and support all department heads—but not set town policy or exercise policy-making authority as provided by state law. Boards and committees continue their policy-making and permitting functions.

Measures of Success

- **Is there a way to analyze success after the new structure is implemented?** The structure change will not happen immediately; it will evolve over time. Consideration of staff strengths, upcoming retirements, union negotiations in some cases, will all come into play. It will be important to set goals and measure progress every year.
- **Will we initially see more bottlenecks? How is this more efficient?** Bottlenecks happen for different reasons now. When there is a new regulation or procedure, there is a learning curve. Bottlenecks also happen now because 20 direct reports result in a difficult management structure with varying priorities. As the organization becomes deeper (less flat), grouped departments, such as a Finance Department, will improve delegation of decision-making and will improve efficiency, which should result in a better product from the same staff.
- **How does a department/board get help from IT or Facilities? Whom do they call?** Department heads will still call the IT hotline for system issues and use Facilities scheduling software for standard repairs. More detailed questions will not be answered by this act, but rather through policy and procedure.
- **Will this act improve coordination of all participating departments/boards/committees to figure out a strategy and bring forward better projects?** That is the goal. The Town Manager working with department heads will channel projects to the right regulatory board in the right order. This should result in fewer continuances due to missing information or approvals taken out of order. This will be a significant saving of staff and volunteer time.
- **Does this act improve the setting of priorities as a Town?** Setting of major town-wide priorities resides with the voters and with their direction, the Board of Selectmen. Implementing these priorities requires the input of staff on resources, feasibility, and schedule. A Town Manager will have the responsibility and authority to facilitate the implementation of priorities, as set by the Board of Selectmen.
- **Do we still have to go to Town Meeting to vote on budgets?** Yes. Nothing about Town Meeting is changed with the passage of the act.

Select Board / Town Manager Special Act Executive Summary

What is the goal? The goal of the Select Board / Town Manager [Special Act](#) is to professionalize the structure of Wayland's government; coordinate administrative, operational, and financial functions; provide a consistent approach for efficiency, effectiveness, and transparency across all departments and boards; use resources effectively; improve legal and regulatory compliance; and maintain volunteer opportunities on boards and committees.

Why adopt this change? Wayland's government is a \$950 million diversified organization in a highly regulated and public service environment requiring a stronger centralized management structure. The Town Administrator has 20 direct reports resulting in an extremely flat organization. Some department heads report to elected boards, not to the Town Administrator. Under our current structures, there is no flexibility to group departments as there is in virtually all of our peer communities.

Has this been studied? This is the third effort over the past thirty years to strengthen and streamline the Town's executive and financial management structure. The Town has received consistent recommendations on how to improve its management structure. Today's challenge is summarized by the Collins Center for Public Management after an in-depth study completed in 2018: *Wayland appears increasingly anachronistic among Wayland's peer communities and increasingly unable to handle the accelerating changes Massachusetts municipalities must manage.*

Many of the suggestions from 18 years ago are still relevant today. The Maximus Report from 2002 stated: *All staff in the Town should report to the Town Manager on matters of personnel finance, service levels, etc. Board and commissions should retain no direct supervisory authority.* The report also recommended that Wayland move toward a Town Manager form of government after utilizing a Town Administrator as an intervening step in that transition. Wayland implemented a Town Administrator form of government in 2004. It is time for the next step.

We have come full circle to 1990. The Charter Commission wrote: *Town government is growing increasingly complex and it is essential that we have a well-qualified person to handle the day to day administration. Having specified powers and responsibilities...will enable the town administrator to be more effective; and we will attract and retain competent people. Very few voters will favor every provision of this charter. We urge that you vote for adoption if you conclude that, on balance, the town will be better managed under the charter than without it.*

What does the Act accomplish? Under the Act, the Town Manager is given clearer authority and responsibility for managing the Town in four areas: administration, finances, personnel, and facilities/property.

- Administration: the Act clarifies the Town Manager's authority and responsibility to ensure compliance with policies, procedures, and federal, state, and local law; as well as set priorities for projects and staff.
- Finance: the Act strengthens the Town Manager's financial authority and responsibility and establishes the Town Manager as the Chief Financial Officer with additional oversight of operating and capital budget development as well as a five-year capital plan.
- Personnel: the Act strengthens the Town Manager's authority and responsibility, as negotiations would be coordinated by the Town Manager rather than the Personnel Board; and it standardizes consistent and compliant hiring practices.
- Facilities/Property: the Act clarifies the Town Manager's responsibility for construction, repair, and maintenance of all Town buildings, property, and information technology.

Does the Act make any other changes?

- Board of Selectmen name changes to Select Board
- Town Administrator position changes to Town Manager
- Town Clerk changes from elected to appointed position
- There is no change to the make up or authority of existing boards/committees/commissions

SELECT BOARD/TOWN MANAGER ACT

Special Act of Legislation Creating Select Board/Town Manager Form of Government in the Town of Wayland

[HISTORY: Adopted by the Annual Town Meeting of the Town of Wayland 5-3-2004 by Art.11. Amendments noted where applicable.]

GENERAL REFERENCES

Boards, commissions and committees — See Ch. 6.

Finances — See Ch. 19.

Personnel — See Ch. 43.

Board of Selectmen — See Ch. 58.

Town Administrator – See Ch. 60.

Treasurer and Collector — See Ch. 72.

Director of Public Works – See Ch. 151.

§ 1. The Select Board.

1.1 The Board of Selectmen in the Town of Wayland shall hereafter be known as the Select Board, who shall be vested with all of the powers and duties conferred upon a board of selectmen by any general or special law. All references to the Board of Selectmen contained in the Town Code shall be construed as referring to the Select Board, and all powers and duties conferred upon the Board of Selectmen by the Town Code shall be vested in the Select Board. *(new)*

1.2 The Select Board shall be the chief executive officers of the Town and shall serve as the chief policymaking body of the Town. *(new)*

1.3 The Select Board shall consist of five (5) residents of the Town, elected by ballot, to serve a term of three (3) years. The terms of the members of the Select Board shall be staggered such that one (1) or two (2) members shall be elected each year. Upon the effective date of this Act, the incumbent members of the Board of Selectmen shall continue in office for the duration of their elected terms but shall be referred to as members of the Select Board.*(new)*

1.4 The Select Board shall develop and promulgate policy directives and regulations that shall be followed by all agencies serving under it and, in conjunction with other elected Town officers and multiple-member bodies, shall develop and promulgate policies and regulations designed to bring the operation of all town agencies into harmony; provided, however, nothing in this section shall authorize any member of the Select Board or a majority of such members to become involved in the day-to-day administration of a town agency nor shall this provision be construed as conferring upon the Select Board any policy-making directives or regulations specifically reserved to other Town boards or commissions by statute or Town Code. *(new)*

1.5 The Select Board shall cause the Town Code, rules and regulations of the Town to be enforced. *(new)*

1.6 The Select Board shall appoint a Town Manager, Town Counsel, independent auditor and any other boards, committees, and commissions according to Town Code, statute or any special act. The Select Board shall also appoint any other multi-member boards for whom no other method of appointment is provided by Town Code, statute or special act. *(new)*

1.7 The Select Board shall have full authority as agents of the Town to employ counsel to commence, prosecute and defend suits in the name of the Town, unless otherwise especially ordered by vote of the Town. Said authority shall not extend to employing counsel to the School Committee. *(in current Code, Section 58-1)*

1.8 The Select Board shall cause an adequate supply of the full Town report to be available in the Town offices and in the public library from which to furnish a copy to any interested person, and it shall cause the warrant and Finance Committee's report with recommendations to be served as provided in Section 36-2 of the Town Code. *(in current Code, Section 58-2)*

1.9 The Select Board shall have the authority to declare a state of emergency in the Town of Wayland upon the occurrence of any disaster, catastrophe, fire, flood, earthquake, storm, [public health emergency](#), other natural calamity, act of terrorism, or cyber attack. Any state of emergency proclaimed by the Select Board shall, unless sooner terminated by proclamation of the Select Board, terminate five days from the day it takes effect. *(in current Code, Section 58-3)*

1.10 The Select Board shall have full authority to establish rules and regulations, binding upon all boards, commissions, committees, councils, authorities, officials and employees of the Town of Wayland, governing the use, marking, record-keeping, maintenance and reporting requirements pertaining to Town-owned vehicles and reimbursement for the use of privately owned vehicles by employees and officials while on Town business. *(modified from current Code, Section 58-4)*

§ 2. Appointment and qualifications of Town Manager.

2.1 The Select Board, by an affirmative vote of at least four (4) members, may appoint a Town Manager for a term not to exceed three years, as the Select Board deems to be in the best interests of the Town. The Town Manager shall receive such aggregate compensation and benefits, not exceeding the amount appropriated, as the Select Board may determine. The Select Board may, but is not required to, establish a written employment contract with the Town Manager pursuant to Massachusetts General Laws Chapter 41, Section 108N, to provide for the salary, fringe benefits, and other conditions of employment. The Town Manager position shall be a non-union position. *(modified from current Code)*

2.2 The Town Manager shall be appointed on the basis of educational, management and administrative qualifications and experience, including at least a bachelor's degree from an accredited four-year college or university. The Town Manager shall have considerable professional experience, consisting of compensated service in government administration or an equivalent combination of education and business management experience. *(modified from current Code)*

2.3 The Town Manager shall devote full-time to the responsibilities of the office. The Town Manager shall hold no elective Wayland Town office. The Town Manager may be appointed by the Select Board to any other compatible Town office or position, but he/she shall engage in no other business or occupation without advance written authorization by the Select Board. *(in current Code)*

§ 3. Authority and responsibilities of Town Manager.

3.1 Administrative Authority and Responsibilities

- a. The Town Manager shall be the chief administrative and operating officer of the Town. *(new)*
- b. The Town Manager shall be responsible for managing, supervising and executing all of the activities noted in this Act, the Town Manager's job description, and any other duties assigned to the Town Manager by the Select Board or in compliance with federal and state law and the Town Code and Town policies. *(in current Code)*
- c. The Town Manager will not set Town policy, but will ensure there is appropriate coordination in the implementation of Town policy working across all Town departments in conjunction with all elected and appointed boards and committees. *(in current Code)*
- d. The Town Manager shall ensure that all Town employees, boards, commissions and committees comply with the Town's financial, personnel and legal policies and procedures, as well as all Town Meeting votes, Town Code, federal and state law, and all regulations *(modified from current Code)*
- e. The Town Manager shall be responsible for the management of all financial, administrative and operational affairs of the Town and Town departments and all boards, commissions and committees but excluding the School Department, provided, however, that all boards, commissions and committees shall continue to exercise permitting and/or policy-making authority as provided in state law. *(modified from current Code)*
- f. The Town Manager shall be responsible for overseeing, coordinating, and making recommendations that may impact multiple Town boards and committees, broadly or in detail, regarding Town financial, personnel and legal activities. *(in current Code)*
- g. The Town Manager shall understand and have a working knowledge of the statutory and regulatory authority and responsibility held by department heads and elected and appointed boards, commissions and committees so s/he can effectively support these officers in the execution of their duties. Unless expressly stated herein, nothing in this Act is intended to reassign policy-making or permit granting statutory authority of any department head or any elected or appointed board, commission or committee to the Town Manager. *(modified from current Code)*

- h. With respect to Town policies and programs that impact multiple areas of Town government, the Town Manager shall work with all elected and appointed boards, commissions and committees and Town department heads, be responsible for ensuring there is appropriate administration and coordination both (i) in the implementation and on-going adherence to Town policies; and (ii) in the development and execution of such policies and programs. *(modified from current Code)*
- i. With respect to the development, implementation and execution of policies and programs affecting various Town departments, the Town Manager shall:
 - i) Coordinate the setting of priorities with the rest of the Town government;
 - ii) Communicate activities, including projects, plans and studies, so that necessary input is received from all areas of Town government that should be involved in those initiatives; and
 - iii) Coordinate efforts so that cross-functional services to residents and others are effectively and consistently delivered. *(in current Code)*
- j. With the exception of the School Department and Library, and except as otherwise provided in the Town Code or Chapter 347 of the Acts of 2008, to streamline services, the Town Manager may create a new department, may reorganize, eliminate or consolidate Town departments or functions, in whole or in part, and may assign functions of one department to another department, subject to the approval of the Select Board. *(new)*
- k. The Town Manager is designated as the Town's Records Access Officer under the Public Records statute. The Town Manager shall, directly or through the Town's various departments, boards, commissions and committees, be responsible for the preparation, filing and maintenance of all records and reports on behalf of the Town. *(modified from current Code)*
- l. The Town Manager oversees crisis intervention in emergency situations, working with other key Town department heads, and addresses any systemic problems impacting multiple areas of the Town as they arise. The Town Manager shall ensure priority items are properly attended to and bring concerns about problem resolution to related boards, commissions and committees, and ultimately, to the Select Board for assistance in resolution, if necessary. *(in current Code)*

3.2 Financial Authority and Responsibilities

- a. The Town Manager shall be the chief financial officer of the Town. *(new)*
- b. The Town Manager shall initiate, draft and have general oversight of the process of preparing the Town's annual operating and capital budgets for submission to the Finance Committee. To assist the Town Manager in preparing the proposed annual operating and capital budgets, all department heads, boards, commissions and committees of the Town, including the School Department, shall furnish all relevant information and submit to the Town Manager, in writing and in such form as the

Town Manager shall prescribe, a detailed estimate of the appropriations required and available funds. *(new)*

- c. The Town Manager shall draft and update a five-year capital improvement plan for all Town departments for submission to the Finance Committee. *(new)*
- d. The Town Manager shall work with the Finance Director and Finance Committee to:
 - i) Develop long-term financial strategies addressing operational and capital financial needs of the Town;
 - ii) Establish set budgetary guidelines to be used in the development of annual budgets;
 - iii) Review all operating and capital budgets of all Town departments and make recommendations to the affected boards, commissions and committees and to the Finance Committee about priorities important to budget development; and
 - iv) Evaluate actual expenditures and receipts against budgets and coordinate with affected department heads, boards, commissions and committees the development of plans to manage to the budget or obtain Finance Committee approval for Reserve Fund transfers, in advance of spending, when possible. *(in current Code)*
- e. The Town Manager shall serve as the Town's chief procurement officer pursuant to state and federal law and shall ensure that all Town departments comply with applicable procurement laws. The Town Manager may, in his or her discretion, delegate any procurement responsibilities. *(modified from current Code)*
- f. Unless any statute or special act provides to the contrary, the Town Manager is authorized to execute all grant applications and shall award and execute all contracts binding the Town up to a set amount to be established by policy set by the Select Board. *(new)*

3.3 Personnel Authority and Responsibilities

- a. Department Heads: Except as expressly provided herein, the Town Manager shall appoint on the basis of merit and fitness alone, all department heads or similar positions, in consultation with the respective boards, commissions and committees that the Department Heads or similar positions support and in compliance with any applicable provision of a collective bargaining agreement, with the exception of the School Department and Library. *(modified from current Code)*
- b. Department Employees (subordinate to Department Head or similar position): The Town Manager shall ultimately be responsible for appointing subordinates to Department Heads or similar positions. Unless otherwise provided by the terms of an applicable collective bargaining agreement, the Department Head or similar position may, with the consent of the Town Manager or his or her designee, appoint on the

basis of merit and fitness alone, all subordinate employees of each Town department, with the exception of the School Department. *(modified from current Code)*

- c. Unless otherwise provided under this Act, the Town Manager shall be responsible for appointing all other appointed employees for whom no other method of appointment is provided by the Town Code or other special act. *(new)*
- d. Discipline and Removal for Cause: The Town Manager may, for cause, discipline or remove any department head or similar position, with the exception of the School Department and Library Director, and shall, in consultation with the applicable Department Head or similar position, discipline or remove all subordinate employees of each Town department, with the exception of the School Department. *(new)*
- e. The Town Manager shall appoint, on the basis of merit and fitness alone, with ratification by a vote of at least three members of the Select Board, and evaluate, discipline and, for cause, remove, without the ratification of the Select Board:
 - i) A Police Chief;
 - ii) A Fire Chief;
 - iii) A Finance Director; and *(modified from current Code)*
 - iv) A Town Clerk. *(new)*
- f. In the event of a vacancy, disability or absence anticipated to be greater than thirty (30) days of any department head or any position appointed by the Town Manager, the Town Manager may appoint someone to serve in an acting or interim capacity for the period of such vacancy, disability or absence. *(new)*
- g. Working with the Town's Human Resource Department, the Town Manager shall be responsible for the daily administration of the Town-wide personnel system, including the maintenance of personnel records and the enforcement of personnel policies, rules and regulations and managing personnel costs to ensure maximum efficiency and fairness across Town departments. *(in current Code)*
- h. Evaluations: The Town Manager may develop a performance evaluation process and establish performance standards not inconsistent with any terms of any collective bargaining agreement. *(new)* The Town Manager shall be responsible for the annual evaluation of job performance of all Town department heads, including the Town Clerk and other positions appointed by the Town Manager but excluding the School Department and Library Director, and shall incorporate any input or recommendations received from any elected or appointed board, commission or committee served by such department heads. Evaluation of the Library Director shall include input of the Town Manager. The Town Manager shall be responsible for ensuring the completion of annual evaluations of the job performance of all subordinate Town employees, excluding those of the School Department. *(modified from current Code)*
- i. The Town Manager shall serve as the agent of the Select Board and negotiate collective bargaining agreements on behalf of the Select Board in accordance with

General Laws Chapter 150E, provided, however, that such agreements shall be subject to ratification by the Select Board and subject to funding by Town Meeting. The Town Manager may designate appropriate employees to assist with collective bargaining. *(new)*

3.4 Facilities/Property Authority and Responsibilities

- a. Except as otherwise provided in Chapter 347 of the Acts of 2008, the Town Manager shall be responsible for the construction, reconstruction, restoration, rehabilitation, repair and maintenance of all Town buildings and all Town real and personal property, and information technology and infrastructure. Nothing in this provision shall be construed as conferring any authority upon the Town Manager to have access to information that is otherwise unauthorized under state law. *(new)*
- b. The Town Manager shall, directly or through the Town's various departments, boards, commissions and committees, maintain an inventory of all Town-owned real and personal property. *(in current Code)*

3.5 Transitional Authority and Responsibilities *(all new)*

- a. With the enactment of this Act by the General Court, Chapter 320 of the Acts of 2004, An Act Relative to the Position of Town Administrator in the Town of Wayland, shall be repealed and be of no effect, and the position of Town Administrator shall be abolished and the incumbent thereof shall serve as the Acting Town Manager, or if there is no incumbent, the Select Board shall appoint an Acting Town Manager. The Acting Town Manager shall serve until the Select Board appoints a permanent Town Manager.
- b. Following the enactment of this Act, the Select Board shall appoint a Town Manager, and if the Select Board so chooses, the incumbent Town Administrator may be appointed Town Manager on a permanent basis.
- c. Following the enactment of this Act by the General Court, any reference to the Town Administrator existing in any provision of the Town Code or any other special act shall be construed as referring to the Town Manager. All powers and duties conferred upon the Town Administrator by the Town Code or other special act shall be vested in the Town Manager, unless otherwise provided in this Act.
- d. Following the enactment of this Act by the General Court, Sections 58 and 60 of the Town Code shall be repealed and be of no effect.
- e. Following the enactment of this Act, all Town officers, boards, commissions and employees shall continue to perform their duties in the same manner and to the same extent as they have performed the same prior to the enactment of this Act, except that, upon the appointment of a Town Manager, the powers and duties outlined herein shall be vested in the Town Manager.

§ 4. Removal of the Town Manager.

The Town Manager may be removed by an affirmative vote of at least four (4) members of the Select Board in accordance with the provisions of the Town Manager's contract, if applicable. *(modified from current Code)*

§ 5. Acting Town Manager.

If the Town Manager shall be absent from his/her office for up to fourteen (14) days, the Town Manager may designate a qualified person to serve as the Acting Town Manager and to perform the duties of the Office of the Town Manager during this period of absence. In the event the Town Manager shall be absent for more than fourteen (14) days or the office of Town Manager shall be vacant for more than fourteen (14) days, the Select Board may appoint a qualified person to serve as the Acting Town Manager and to perform the duties of the Office of the Town Manager during the period of any vacancy caused by the Town Manager's absence, illness, suspensions, removal or resignation. The appointment by the Select Board shall be for a period not to exceed six months, but such appointment may be extended by majority vote of the Select Board. *(modified from current Code)*

§ 6. Town Clerk To Become Appointed Position. (new)

6.1 Upon the effective date of this Act, the position of Town Clerk shall cease to be elected and shall become a position appointed by the Town Manager pursuant to Sections 3.3.e and 6 of this Act.

6.2 The incumbent in the office of Town Clerk shall continue to serve until the expiration of the term for which elected as Town Clerk, and at the expiration of that term, a Town Clerk shall be appointed by the Town Manager as provided in Section 3 of this Act. If the incumbent in the office of Town Clerk vacates said office prior to the expiration of the term for which the Town Clerk was elected, the office of Town Clerk shall cease to be an elected position and shall be appointed by the Town Manager as provided in Section 3 of this Act.

§ 7. Conflict with Other Acts or Town Code.

In the event that there is a conflict between any provision of this Act and any provision of the Town Code, rules, regulations, orders, special acts, acceptances of laws, or other special act pertaining to the Town of Wayland, this Act shall prevail. All other provisions of Town Code, resolutions, rules, regulations and votes of the Town Meeting that are in force at the time this Act is enacted, not inconsistent with or superseded by the provisions of this Act, shall continue in full force and effect until amended or repealed.

§ 8. Time for Taking Effect. (new)

This Act shall take effect upon its passage by the General Court.



TOWN OF WAYLAND
SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING
Attach extra pages if necessary

Article Title: Senior Citizen Tax Work Off Exemption **Estimated Cost:** \$0

Article Description (final language to be provided by Town Counsel based on description provided):

To determine whether the Town will vote to:

- adjust the exemption for senior citizen tax work off exemption under Chapter 59 Section 5K by :
- a) allowing an approved representative for persons physically unable to provide volunteer services to the town; and
 - b) allowing the maximum reduction of the real property tax bill to be based on 125 volunteer service hours in a given tax year, rather than \$1,500.

Background Information (to be used by Finance Committee to draft its report. Please explain the intent of the article, why it should be supported now, as well as known reasons the article may be opposed):

Proposer's Comments (if needed, 150-word limit per Town Code):

Contact Information for Publication in Warrant

Contact Person Name: Louise Miller **Contact Person Phone:** 508.358.3620
Contact Person Town Email: lmiller@wayland.ma.us

Proposing Board Information

Board Name: Board of Selectmen
Board Vote (Quantum) to Submit _____ **Date of Board Vote:** _____
Signature of Board Chairperson: _____ **Date:** _____

ARTICLE 19: SENIOR PROPERTY TAX WORK-OFF PROGRAM

Proposed by: Council on Aging

To determine whether the Town will vote to accept the provisions of Massachusetts General Laws Chapter 59, Section 5K.

ARGUMENTS IN FAVOR: Acceptance of this statute allows the Town to continue to operate a program that it initiated in 1997, some four years ago. The program has been very successful and the Council on Aging wishes to continue the program. A line item is included in the budget to fund this program.

ARGUMENTS OPPOSED: A worthwhile program that has functioned in an extraordinarily successful manner might have to be discontinued.

RECOMMENDATION: Finance Committee recommends approval. Vote: Unanimous.

QUANTUM OF VOTE: Majority – see Massachusetts General Laws Chapter 59, Section 5K.

Part I	ADMINISTRATION OF THE GOVERNMENT
Title IX	TAXATION
Chapter 59	ASSESSMENT OF LOCAL TAXES
Section 5K	PROPERTY TAX LIABILITY REDUCED IN EXCHANGE FOR VOLUNTEER SERVICES; PERSONS OVER AGE 60

Section 5K. In any city or town which accepts the provisions of this section, the board of selectmen of a town or in a municipality having a town council form of government, the town council or the mayor with the approval of the city council in a city may establish a program to allow persons over the age of 60 to volunteer to provide services to such city or town. In exchange for such volunteer services, the city or town shall reduce the real property tax obligations of such person over the age of 60 on his tax bills and any reduction so provided shall be in addition to any exemption or abatement to which any such person is otherwise entitled and no such person shall receive a rate of, or be credited with, more than the current minimum wage of the commonwealth per hour for services provided pursuant to such reduction nor shall the reduction of the real property tax bill exceed \$1,500 in a given tax year. It shall be the responsibility of the city or town to maintain a record for each taxpayer including, but not limited to, the number of hours of service and the total amount by which the real property tax has been reduced and to provide a copy of such record to the assessor in order that the actual tax bill reflect

the reduced rate. A copy of such record shall also be provided to the taxpayer prior to the issuance of the actual tax bill. Such cities and towns shall have the power to create local rules and procedures for implementing this section in any way consistent with the intent of this section.

In no instance shall the amount by which a person's property tax liability is reduced in exchange for the provision of services be considered income, wages, or employment for purposes of taxation as provided in chapter 62, for the purposes of withholding taxes as provided in chapter 62B, for the purposes of workers' compensation as provided in chapter 152 or any other applicable provisions of the General Laws, but such person while providing such services shall be considered a public employee for the purposes of chapter 258, but such services shall be deemed employment for the purposes of unemployment insurance as provided in chapter 151A.

A city or town, by vote of its legislative body, subject to its charter, may adjust the exemption in this clause by: (1) allowing an approved representative, for persons physically unable, to provide such services to the city or town; or (2) allowing the maximum reduction of the real property tax bill to be based on 125 volunteer service hours in a given tax year, rather than \$1,500.

TOWN OF WAYLAND
ANNUAL TOWN MEETING APRIL 6, 2015

DATE:

April 6, 2015
April 7, 2015
April 8, 2015
April 13, 2015

ARTICLES DISPOSED OF:

1, 2, 3, 4, 5(Motions No.1, No.2, No.3, No.4)
6,7,8,9,10,11,12,13,14,15,16
17,18,19,20,21,22,23,24,25
26,27,28,29,30,31,32,33,34,35,36,37,38,39

RETURN OF SERVICE

MIDDLESEX, S.S.

March 19, 2015

To any of the Constables of the Town of Wayland, Greetings:

I, Louis V. Gaglini, duly qualified Constable of the Town of Wayland, do hereby affirm and certify that I have posted the specimen of the Official Ballot for the Annual Town Election to be held on Tuesday, March 31, 2015, together with the Warrant for the Annual Town Meeting to be held on Monday April 6, 2015 by my posting copies thereof at the Wayland Town Building, Cochituate Fire Station or the Cochituate Post Office, Wayland Public Library and the Happy Hollow School, by posting seven (7) days at least before the date appointed for the posting of the Warrant for the Annual Town Election and the Annual Town Meeting. Posting was done March 19, 2015.

VOTES ENACTED:

MONDAY, APRIL 6, 2015 AT THE WAYLAND HIGH SCHOOL FIELD HOUSE

DENNIS J. BERRY, MODERATOR:

Pursuant to the Warrant dated March 16 , 2015, signed by Joseph F. Nolan, Cherry C. Karlson, Mary M. Antes, Anthony V. Boschetto, and Edward J. Collins, Selectmen, served and return of service given by Louis V. Gaglini, 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 7:30 P.M. the Moderator called the Meeting to order, declared that a quorum was present, and the Meeting proceeded to transact the following business:

MOTION:

Maryanne Peabody moved and was duly seconded that that the Town amend the Code of the Town of Wayland, Chapter 43, PERSONNEL and the Personnel Wage and Salary Classification Plan previously adopted by the Town, by establishing the non-union wage and salary rates and the effective date for said rates as set forth in Appendix C on pages 133 through 135 of the Warrant for the 2015 Annual Town Meeting.

VOTED:

IN FAVOR 117
OPPOSED 16 MOTION PASSES

ARTICLE 8: ACCEPT VALOR ACT TO ESTABLISH VETERANS PROPERTY TAX WORKOFF PROGRAM

Sponsored by: Board of Selectmen

To determine whether the Town will vote to:

- a.) accept the provisions of Massachusetts General Laws Chapter 59, Section 5N to establish a real property tax work off program for veterans; and
- b.) adjust the exemption said Section 5N by:
 - (i) allowing an approved representative for persons physically unable to provide volunteer services to the town; or
 - (ii) allowing the maximum reduction of the real property tax bill to be based on 125 volunteer service hours in a given tax year, rather than \$1,000.

MOTION:

Edward J Collins moved and was duly seconded that the Town vote to accept the provisions of Massachusetts General Laws Chapter 59, Section 5N to establish a real property tax work off program for veterans.

QUESTION BY THE MODERATOR:

Does the Motion only encompass section a.) of the Article? Is section b.) not being requested at this time?

Ed Collins responded that only section a.) is being offered.

VOTED:

IN FAVOR: 159
OPPOSED: 10 MOTION PASSED

ARTICLE 9: RESOLUTION REGARDING ESCO PROJECT CHANGES

Proposed by: Board of Selectmen and Energy Initiatives Advisory Committee

To determine whether the Town will vote to adopt a resolution in support of changes to the Energy Services Company Capital project described at the 2014 Annual Town Meeting substantially the same as the following resolution.

WHEREAS Wayland has been a Green Community since 2010 and has committed to reducing energy usage by 20%; and,

WHEREAS Wayland appropriated \$2,813,920 to enter an Energy Savings Contract (ESCO) at Annual Town Meeting 2014 for projects at various municipal buildings; and,

WHEREAS the phase 1 ESCO work totaling \$1,915,510 is underway; and,



TOWN OF WAYLAND
SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING
Attach extra pages if necessary

Article Title: Spencer Circle Street Acceptance

Estimated Cost: \$32,000

Article Description (final language to be provided by Town Counsel based on description provided):

The following provision should be included in this section “Provided that the Town has executed the necessary easement agreements with residents on Spencer Circle.....”

Background Information (to be used by Finance Committee to draft its report. Please explain the intent of the article, why it should be supported now, as well as known reasons the article may be opposed):

Spencer Circle was constructed to be a public way in or around 2002. At the time that the subdivision was approved and, in the decision of the Planning Board, Spencer Circle was intended to be accepted as a public way. Since the Town had not moved forward with acceptance as a public way, the residents of Spencer Circle inserted a petitioners’ article for acceptance of Spencer Circle as a public way at the 2019 Annual Town Meeting. Following discussions with Town officials, the petitioners withdrew the article in order to allow the Town to proceed with the street acceptance process pursuant to Massachusetts General Laws.

The Board of Public Works recommends that the Town accept Spencer Circle as a public way, and any easements appurtenant thereto, as laid out by the Board of Public Works and shown on a plan thereof entitled As-Built Spencer Circle dated October 25, 2004 by Ducharme & Wheeler, Inc.. The Board of Public Works will advance this street acceptance process as procedurally identified by Town Counsel.

The condition of the road, after 17 years, requires approximately \$32,000 of repairs. The Department of Public Works (DPW) understands this and is prepared to place Spencer Circle on its Roadway Improvement Plan on a schedule appropriate with the Department’s condition and plan criteria. In addition to these repairs, there remain several infrastructure deficiencies that need to be addressed prior to Town acceptance. These repairs have been itemized in a DPW memo to the Board of Public Works dated 4/22/2019. The Spencer Circle developer is aware of these repairs and understands that any acceptance of the road and release of the developer for liability will be conditional upon these repairs being made by him.

Should Spencer Circle be accepted as a public road, the Town would own two drainage structures, located in part on Nos. 4 and 6 Spencer Circle. The Town has performed a limited conditions assessment of the drainage systems and has determined the systems to be in good working condition. Easements are necessary at Nos. 4 and 6 Spencer Circle pertaining to the Town’s access, operation and maintenance of these drainage systems. Any street acceptance will be conditional upon the execution of these easements. Under Massachusetts General Laws, the easements must be completed within 120 days of the dissolution of Town Meeting after a vote to accept a road as a public way.

The Board of Selectmen are currently negotiating with the owners of No. 4 and No. 6 Spencer Circle to acquire by gift, purchase, eminent domain or otherwise, easements in any land necessary for the laying out and the acceptance of Spencer Circle, or other related easements.



TOWN OF WAYLAND
SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING
Attach extra pages if necessary

The Planning voted to accept Spencer Circle as a public way on -----.
Proposer's Comments (if needed, 150-word limit per Town Code):

Contact Information for Publication in Warrant

Contact Person Name: Tom Holder, Public Works Director **Contact Person Phone:** 508-358-3678
Contact Person Town Email: tholder@wayland.ma.us

Proposing Board Information

Board Name: Board of Public Works
Board Vote (Quantum) to Submit Article:
Signature of Board Chairperson: _____ **Date of Board Vote:** _____

TOWN OF WAYLAND SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING

Attach extra pages if necessary

Article Title: Community Choice Aggregation

Article Description (final language to be provided by Town Counsel based on description provided):

To authorize the Board of Selectmen to initiate the process of aggregating electrical load through a Community Choice Aggregation Program(CCA), and to contract for electric supply for Wayland residents as authorized by M.G.L. 164, Section 134, and through the CCA, to decrease greenhouse gas emissions from the generation of electricity used by Town residents by pursuing a higher percentage of Class I designated renewable energy than that required by the Massachusetts Renewable Portfolio Standard (RPS).

The article further authorizes s the Town Administrator to establish and/or appoint representatives for a committee or task force to oversee the process.

Sample text from other communities is included as an attachment.

Background Information (to be used by the Finance Committee to draft its report. Please explain the intent of the article, why it should be supported now, as well as known reasons the article may be opposed):

Municipal aggregation often referred to as Community Choice Aggregation (CCA) is a state regulated process that allows towns and cities, including Wayland, to purchase electricity supply in bulk for all households and small businesses currently enrolled in Eversource's Basic Service (EBS). These Wayland residents and small businesses would be offered the choice to buy electricity generated with a higher percentage of locally produced renewable sources (e.g., solar and wind) compared to the 18% currently mandated by the state for 2021, further reducing greenhouse gas emissions that are contributing to the climate emergency. Residents and small businesses would be enrolled in the program by default, as required by legislation, but can opt out at any time and return to Eversource Basis Service or another supplier at no cost. During the process of exploring CCA, the Town incurs no cost beyond staff time and will only enter into a CCA contract if the negotiated rates are favorable for its residents and small businesses compared with Eversource Basic Service rates. Experience in other communities has shown that such rates are competitive, if not lower, than average Eversource Basis Services rates. Once a CCA Program is implemented, State law requires residents and small businesses on Eversource Basic Service to enroll in the program by default; however, they may opt out at any time with no fees.

Reasons in favor:

Adopting a CCA program has several benefits

1. **Consumer Choice and Vetted Options:** The program would provide Wayland residents and small businesses with a choice of one or more negotiated CCA supply rate(s), which will have a higher

percentage of renewable energy supply. The Town will, with support from a consultant, identify vetted supply options to [increase our renewable energy supply and maximize, to extent feasible, procurement of](#) locally produced green energy. Residents may opt out of the CCA program at any time and return to EBS or another supplier. Consumers are increasingly approached by various electricity suppliers attempting to sell them energy contracts. CCAs offer municipalities a way to vet suppliers for residents through government procurement procedures. CCA is well regulated and overseen by the [Massachusetts](#) Department of Energy Resources ([DOER](#)) and the Department of Public Utilities (DPU).

2. **Addressing the Climate Emergency by Increased Use of Renewable Energy:** We face a climate emergency that warrants action. CCA will give Wayland residents the opportunity to purchase supplied electricity with a greater percentage of renewable energy, reducing our collective greenhouse gas emissions. The CCA program will add more renewable energy to the supply [above](#) the state mandated Renewable Portfolio Standard (RPS), [which requires 18% renewables in 2021](#).
3. **Stability and Competitive Rates:** Through CCA, Wayland will have the opportunity to negotiate longer term (2-3 year) supply contracts, in contrast to Eversource Basic Service rates which change every 6 months. Rates are competitive [and, in some towns](#), have been lower than EBS.
4. **Minimal Municipal Staff Support is Required and No Added Costs:** The town will engage a consultant to manage the process, which includes identifying supply options and managing the implementation and operation of the program (e.g., tracking rates to ensure the negotiated rate remains competitive or better than EBS, managing the resident opt in/opt out through a web portal and phone line, providing outreach materials to help explain the program). The consultant is paid by fees on the supply rate at no cost to Wayland.
5. **Good Track Record:** Over 40 municipalities have used or are in the process of using CCA including neighboring towns of Newton, Brookline, Sudbury, Natick, and Lincoln. Weston passed a CCA Town Meeting article in December 2019. [Framingham is also moving forward with CCA](#).

Potential issues that could be raised.

Residents may be concerned about the ease of the opt out or opt in process. Experience in other towns has demonstrated that this can work [smoothly](#). An important criterion to be used in hiring the consultant will be the level of support they plan to provide and their track record in doing so.

Estimated Cost: There are no anticipated costs to the town beyond staff time to oversee the effort. The Energy and Climate Committee will also assist in overseeing the effort.

Proposer's Comments (if needed, 150-word limit per Town Code):

We face a climate emergency requiring action. Community Choice Aggregation (CCA) is a state regulated process that allows Wayland to purchase electricity supply in bulk for households and small businesses currently enrolled in Eversource's Basic Service (EBS). Residents and small businesses would be offered the [choice](#) to buy electricity generated with a higher percentage of locally produced renewable sources (i.e. solar and wind) from a well vetted supplier [above](#) the ~~18~~6% currently mandated by the state. [Higher percentages will](#) further reduce our collective greenhouse gas emissions. Residents/small businesses can opt out at any time and return to [Eversource Basic Service](#) or another supplier at no cost. The Town incurs no cost during the process of exploring CCA and will only enter into a CCA contract if the negotiated rates are favorable.

Contact Information for Publication in Warrant Contact Person Name: Ellen Tohn, Energy and Climate Committee Co-Chair

Contact Person Town Email) etohn@wayland.ma.us

Proposing Board Information:

Board Name: Energy and Climate Committee

Board Vote (Quantum) to Submit – The Energy and Climate Committee will vote (TBD) on 1/13/2021 on this specific text.

Signature of Board Chairperson:



Contact Person Phone: 508-667-5164

Date of Board Vote: Date:

Attachment: Sample Town Meeting Article Text From Other Communities

Weston Town Meeting Article

To vote to authorize the Board of Selectmen to initiate the process of seeking to aggregate energy, whether independently or in joint action with other municipalities, and contract for electric supply for Weston residents as authorized by M.G.L. 164, Section 134, and through what is known as Community Choice Aggregation (CCA), decrease greenhouse gas emissions from the generation of electricity for Weston residents by pursuing an amount of Class I designated renewable energy higher than is required by the Massachusetts Renewable Portfolio Standard (RPS), and further to authorize the Town Manager to establish, and/or appoint representatives for a taskforce to oversee such independent or joint action, or take any other action relative thereto.

Proposed from the Board of Selectmen to the voting residents of the Town of Scituate

To see if the Town will vote to authorize the Board of Selectmen to enter into a Community Choice Aggregation Program and contract for electric supply for Scituate residents and businesses as per Massachusetts General Law 164, Section 134 of the Acts of 1997, or otherwise act thereon. This includes authorizing the Town Administrator to establish and/or appoint representatives for a

committee to oversee such independent action, or take any other action relative thereto, and to execute all documents necessary to accomplish the same.

Proposed from the Board of Selectmen at Sharon's Town Meeting

To see if the Town will authorize the Board of Selectmen to commence a Community Choice Aggregation Program (CCA) and contract for electric supply as authorized by M.G.L. 164, Section 134, and through CCA decrease greenhouse gas emissions from the generation of electricity for Sharon residents and businesses by pursuing an increased amount of Class I designated renewable energy than is required by the Massachusetts Renewable Portfolio Standard (RPS), or take any other action relative thereto.



TOWN OF WAYLAND
SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING
Attach extra pages if necessary

Article Title: Loker Elementary School Solar Agreement

Estimated Cost: _____

Article Description (final language to be provided by Town Counsel based on description provided):

To determine Whether the Town will vote to:

- a.) authorize the School Committee, to transfer the care, custody, management and control of the parking lot and building of the Loker Elementary School at 47 Loker Street to the Board of Selectmen for the purpose of leasing, as lessor, or licensing said areas of land and buildings for a term of not more than twenty (20) years for the installation and operation of solar photovoltaic power generation systems to be installed and operated on canopies located in parking lot and on the roof of Loker Elementary School; and
- b.) authorize the Board of Selectmen to enter into and execute an agreement for the purchase of solar energy or net metering credits generated by said systems above to be installed and operated on canopies located in parking lot of Loker Elementary School for a term of twenty (20) years; and
- c.) authorize the Board of Selectmen, pursuant to the provisions of Massachusetts General Laws Chapter 59, Section 38H, with the approval of Town Counsel as to form, to enter into and execute a structured tax or payment in lieu of tax (PILOT) agreement in connection with the solar photovoltaic power generation systems to be installed and operated on canopies located in parking lot at The Loker Elementary School for a term of twenty (20) years upon such terms and conditions, as the Board of Selectmen shall deem to be in the best interest of the Town.

Background Information (to be used by Finance Committee to draft its report. Please explain the intent of the article, why it should be supported now, as well as known reasons the article may be opposed):

What is the purpose of this article? The article empowers the Town to sign a power purchase agreement (PPA) with a solar project developer selected by the Town (the Developer) to lease portions of the roof and parking lot of the Loker Elementary School, for the construction and operation of a solar photovoltaic system at such site and for the Town to purchase all of the electricity generated by such system, for a term of 20 years. The article also empowers the Town to enter into a structured tax agreement with the Developer to set the amount of annual property taxes associated with the solar system to be paid to the Town for the same term.

With passage of this article, the Town will: 1) take action on its [2018 Town Meeting](#) resolution to minimize carbon-based energy use in undertaking all new municipal building construction and substantial renovation projects and reduce town related greenhouse gas emissions to address our climate emergency 2) support its 2009 state designation as a Green Community, 3) save money through reduced electricity costs, and 4) generate additional property tax revenues for the Town.

What is the financial benefit to the Town? The Town expects financial benefits from the solar project in two ways: 1) the Town will realize savings on its electricity bills, and 2) the Developer will pay annual property taxes on the solar project. The amount of the electricity cost savings and property tax payments will depend on the ultimate size of the solar array on the roof and whether a solar canopy is installed in the Loker parking lot. The combined savings and property tax payments could exceed \$20,000 in the first year. The combined potential benefits over 20 years could exceed \$400,000 or more, depending on future utility electricity rates increases.



TOWN OF WAYLAND

SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING

Attach extra pages if necessary

What has been the Town's past experience contracting for solar systems? Wayland has had a positive experience with a similar agreement for the four existing solar arrays at the Wayland High School, Wayland Middle School, Town Building, and the Department of Public Works facility (the Existing Arrays). The 2015 Town Meeting approved the Town entering into a power purchase agreement (PPA) with Ameresco to design, construct and operate the Existing Arrays and to sell the power to the Town. The arrays commenced operations in early 2017. They have generated over \$100,000 each year in savings and property taxes. The Existing Arrays were constructed at no cost to Wayland, beyond staff time.

Why is a solar array being considered now for the Loker Elementary School roof? The pending installation of a new roof on Loker Elementary School in 2021 offers an ideal opportunity to add a solar array to that Town facility; the age of the roof prevented the Town from installing a solar array earlier.

How will the Town select the solar developer? The Town is evaluating proposals from two solar developers: Ameresco and Solect Energy. Both solar developers were selected under separate competitive procurements that can be accessed by the Town. If the Town chooses Ameresco, the Town can amend the existing PPA with Ameresco to add the Loker solar project. Ameresco was selected as the solar developer for our existing solar projects based on their successful response to an RFQ for energy management services issued by the Metropolitan Area Planning Council (MAPC). Alternatively, as a member of PowerOptions, the Town can contract with Solect Energy, the solar vendor competitively selected by PowerOptions.

What is the solar project structured? Under the PPA, the Developer will design, permit, finance, install and operate the solar electric power system at the Loker Elementary School at no cost to the Town. The Developer will sell the solar electricity to the Town at a negotiated price. Some of the solar electricity will be used by the school; the excess over the school's needs will be sent to the utility, Eversource Energy, in exchange for credits on our electric bills, as allowed by the state's net metering credit incentive program. There are no anticipated indirect operating costs to the Town. The Developer is responsible for all costs including the construction, operation, maintenance, and removal of the solar systems.

As the owner of the solar system, the solar project owner will be required to pay personal property taxes to the Town. Under state law, Wayland can enter into a structured tax agreement with the Developer to set the amount of the annual tax payment. A level tax payment enables Wayland to: 1) count on a known property tax income stream over 20 years, and 2) simplify the Town's tax administration. The warrant article is needed to authorize the Board of Selectmen, in consultation with the Board of Assessors, to enter into the structured tax agreement.

Status of Town Staff and Committee Reviews (To be updated):

- The Energy & Climate Committee on November 11th voted unanimously to endorse the solar initiative.
- Town Staff and Energy & Climate Committee are reviewing proposals from Ameresco and Solect for the Loker solar project and will make a recommendation to the Board of Selectmen.
- Prior to Town Meeting, the Board of Selectmen will vote on signing a non-binding letter of intent with one of the Developers.
- Prior to Town Meeting, the proposal from the selected Developer will be reviewed by the Permanent Municipal Building Committee, the School Committee, and the Board of Selectmen.
- Consideration by the Board of Assessors of a structured tax agreement will be subject to approval of this article.

If Town Meeting approves this article, the Board of Selectmen will negotiate the power purchase agreement with the assistance of the Town Administrator, Town Counsel, the Energy & Climate Committee, and, if needed,



TOWN OF WAYLAND

SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING

Attach extra pages if necessary

outside solar technical and legal services experts hired by the Town for this purpose. Approval also will enable the Town to negotiate the structured tax agreement. Installation of the solar array will follow installation of the roof on the Loker Elementary School. The Developer will work with the Town to manage the installation schedule to minimize the impact on school activities.

ARGUMENTS IN FAVOR:

- The solar project will be a visible and significant reaffirmation of the Town's resolution to reduce its carbon-based energy use and continue to fulfill its obligations as a Green Community.
- The solar electricity will exceed Loker Elementary School's own electricity net requirements, with the excess generating credits that will reduce the Town's electricity bills. Preliminary estimates from Solect Energy estimate an annual electricity credit of \$20,000?
- The solar project will protect Loker Elementary School from future inflation-related utility electricity rate increases. Any such rate increases would raise the solar project's net financial benefits to the Town.
- The solar project will generate property tax payments for the Town each year.
- This is an opportune time to install a solar array on the roof. Both the new roof and the solar array will have similar long-lives, making it likely that the Town can avoid the cost of removing panels for roof repairs. In addition, the roof and solar contractors can coordinate to ensure the roof warranty is maintained in full force.
- The Developer will have sole liability related to construction and operation of the solar arrays.
- The Town's existing four solar arrays have generated savings and tax revenues to the Town, with no operating issues. We can build on that good experience to add a fifth project.

ARGUMENTS OPPOSED:

- The projected net electricity saving assumes continuation of the state's net metering credit solar incentive program.
- The value of the utility's net metering credits will vary, as the credits are not set by contract. Lower electricity prices might reduce the value of the credits and the net savings to the Town from the solar project.
- There is no guaranty that the Developer will be in existence to maintain the solar arrays during the twenty-year life of the power purchase agreement or to remove the arrays at the end of the agreement.
- Town operating costs might marginally increase as a result of working around the canopy.
- The solar canopy in the parking lot might complicate any future remodeling during the next twenty years.
- There can be incremental costs if the Town damages the solar systems or if solar panels on the roof need to be removed to support roof maintenance.

Proposer's Comments (if needed, 150-word limit per Town Code):

The Energy & Climate Committee strongly favors passage of this article. The Loker solar project will build on the success of the existing solar arrays in generating financial benefits for the Town. It will show the commitments of Loker Elementary School and the Town to taking meaningful steps to combat climate change. Both solar Developers are highly experienced, having installed comparable solar arrays for dozens of towns and other non-profit entities in Massachusetts. The solar project will not require any Town capital expenditure and will create immediate and tangible electric utility cost savings and property tax payments for the Town. Passage of the article is necessary in order to realize these savings and tax payments. Deferral on this article for a later meeting would result in the solar project receiving lower state financial incentives, causing a permanent reduction in potential Town electricity cost savings.



TOWN OF WAYLAND
SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING
Attach extra pages if necessary

Contact Information for Publication in Warrant

Contact Person Name: Ellen Tohn **Contact Person Phone:** 508/667-5164
Contact Person Town Email: etohn@wayland.ma.us

Proposing Board Information

Board Name: _____
Board Vote (Quantum) to Submit Article: _____ **Date of Board Vote:** _____
Signature of Board Chairperson: _____ **Date:** _____

DRAFT



TOWN OF WAYLAND

SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING

Attach extra pages if necessary

Article Title: Personnel Bylaws and Wage & Classification Plan – Non-Union Personnel **Estimated Cost:** \$ -

Article Description (final language to be provided by Town Counsel based on description provided):

To determine whether the Town will vote to amend the Code of the Town of Wayland, Chapter 43, PERSONNEL, and the Personnel Wage and Salary Classification Plan (Appendix TBD) previously adopted by the Town for non-union Town employees, and further, to determine whether the Town will vote to raise and appropriate, transfer from available funds, transfer from funds already appropriated for another purpose, or otherwise, the sum of \$ - for the purpose of funding said adjustments to wages and salaries for non-union Town employees for fiscal year 2020, and to authorize the Town Accountant to allocate said sums to and among the personnel and line items affected thereby in such accounts as are proper and required.

Background Information (to be used by Finance Committee to draft its report. Please explain the intent of the article, why it should be supported now, as well as known reasons the article may be opposed):

Proposer’s Comments (if needed, 150-word limit per Town Code):

Annual wage adjustments for non-union staff are brought to Annual Town Meeting. The proposed - % FY22 increase as identified in Appendix TBD of the warrant represents a nominal increase for non-union staff. The increase is consistent with wage increases for other town employees. Increases to starting wages for hourly and seasonal employees reflect the increase in the state minimum wage.

Contact Information for Publication in Warrant

Contact Person Name: Louise Miller **Contact Person Phone:** 508.358.3620

Contact Person Town Email: lmiller@wayland.ma.us

Proposing Board Information

Board Name: Board of Selectmen

Board Vote (Quantum) to Submit _____ **Date of Board Vote:** _____

Signature of Board Chairperson: _____ **Date:** _____



**TOWN OF WAYLAND
BOARD OF HEALTH**
41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

Julia Junghanns, R.S., C.H.O.
DIRECTOR OF PUBLIC HEALTH
TEL. (508) 358-3617

Ruth Mori, MSN, R.N.
PUBLIC HEALTH NURSE
TEL. (508) 358-3617

Wayland COVID-19 Case Update – December 24, 2020

****Cases are from Friday December 18-Wed December 23****

The Wayland Health Department is actively monitoring the status of the COVID-19 pandemic in Wayland. The reporting structure below is designed to balance the privacy of affected individuals as much as possible while keeping the public informed about COVID-19 activity in Wayland.

	Total Cases to date	Cases as of previous report date	New Cases since last report	Cases Removed from Isolation	Total Current Active Cases
Confirmed (LAB) COVID-19 cases	270	240 as of 12/18/2020	30 as of 12/23/2020	25 since 12/18/2020	31 as of 12/23/2020

The information below is regarding Lab Confirmed Covid-19 cases only

Sex

Female	135
Male	135

Total Cases as of 12/23/2020

Active Non-Hospitalized	31
Active Hospitalized	0
Recovered	219
Deceased	20
Total	270

Total Ages per Category Deceased

<19	42	0
20-29	29	0
30-39	10	0
40-49	36	0
50-59	39	0
60-69	27	4
70-79	21	1
80-89	33	7
90-99	30	8
100-109	3	0

Live/work within Wayland Long Term Care Facilities (LTC)	76
Live/work within the Wayland General Community	194

School Based Information Year to Date as of 12/25/2020

School	Confirmed Student	Confirmed Staff	In school Student Close Contact	In school Staff Close Contact	Out of school Student Close Contact
Loker	2	(r)1 +1	6	0	3
Happy Hollow	3	0	0	0	8
Claypit	6	1	40	0	7
Middle	4	0	4	2	2
High School	8	(t)1 +2	27	5	1

Remote(r) Not working in the school bldg

Travel (t) Positive related to travel



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

LOUISE L.E. MILLER
TOWN ADMINISTRATOR
TEL. (508) 358-3620
www.wayland.ma.us

JULIA JUNGHANNS, R.S., C.H.O.
DIRECTOR OF PUBLIC HEALTH
TEL. (508) 358-3617
www.wayland.ma.us

Date: December 30, 2020
To: All Residents
Re: The Dudley Chateau – Temporary Closure

On December 29, 2020 the Health Department was notified by the Dudley Chateau restaurant owner that an employee tested positive for Covid-19. We were also advised that there have been a number of patrons who visited the restaurant within the past 7 days that have also tested positive. The owner has temporarily closed the restaurant and has completed a deep cleaning as per CDC guidelines and protocols. The Health Department is actively conducting a contact tracing investigation and the restaurant is providing full cooperation as well as working together on the reopening plans. The restaurant will remain closed until at least January 6th for staff testing and quarantining.

If you visited the Dudley Chateau anytime between December 21st and 28th, we advise that you quarantine (stay out of the public and in your own home environment) and make arrangements to get tested using a PCR test. If you test positive, please contact the Health Department at the Coronavirus hotline. If you test negative, you should continue to monitor yourself and evaluate your own health to determine if you are experiencing any CDC identified symptoms of Covid-19, which may appear 2 – 14 days after exposure to the virus:

- Fever or chills (temperature above 100)
- Unusual cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Anyone showing emergency warning signs for COVID-19 should seek immediate emergency medical care:

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake
- Bluish lips or face

If you are feeling any symptoms, we advise you to contact the Wayland Health Department at the Coronavirus Hotline 508-358-6805 and your primary care physician for guidance.

Testing sites can be found on the state website: <https://www.mass.gov/info-details/stop-the-spread> or through your primary care physician.

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GRANT OF EASEMENTS

The **TOWN OF WAYLAND** (the “Town”), a Massachusetts municipal corporation, acting by and through its Board of Selectmen pursuant to the vote taken under Article 1 of the September 12, 2020 Special Town Meeting, a certified copy of which is attached hereto, having an address of Wayland Town Hall, 41 Cochituate Road, Wayland, Massachusetts 01778, for consideration paid of One Dollar (\$1.00), grants, with quitclaim covenants, to **ALTA RIVER’S EDGE, LLC**, a Delaware limited liability company (“Grantee”), having an office at c/o WP East Acquisitions, LLC, 91 Hartwell Avenue, Lexington, MA 02421, two (2) permanent, non-exclusive easements in, on and across parcels of land located in Wayland, Middlesex County, Massachusetts, described below, on the terms and conditions set forth herein. This Grant of Easements is sometimes referred to herein as the “Agreement” or “Easement Agreement”.

WHEREAS, the Town is the owner of a parcel of land located at Boston Post Road (Route 20), Wayland, described more particularly in an Order of Taking dated November 15, 1965, recorded with the Middlesex South District Registry of Deeds (“Registry of Deeds”) in Book 11003, Page 389, and legally described on Exhibit A attached hereto (the “Town Property”);

WHEREAS, a private access road is located on the Town Property running from Boston Post Road to other property of the Town (the “Access Road”);

WHEREAS, Grantee is, as of the date hereof and by deed of conveyance from the Town, the owner of a certain parcel or parcels of land located at 484 Boston Post Road, Wayland described more particularly on Exhibit B attached hereto (the “Benefited Property”), which Benefited Property is contiguous to the Town Property;

WHEREAS, Grantee intends to create a residential, rental housing project upon the Benefited Property (the “Project”);

WHEREAS, Grantee has requested that the Town convey to Grantee a permanent, non-exclusive access easement on, over and across a portion of the Access Road for the purpose of accessing the Benefited Property;

WHEREAS, Grantee has further requested that the Town convey to Grantee a permanent, non-exclusive drainage easement on, over and across a portion of the Town Property;

WHEREAS, Grantee has further requested that the Town convey to Grantee a temporary, non-exclusive construction easement on, over and across a portion of the

Town Property (as hereinafter described) in connection with the construction and installation of the Drainage Facilities (hereinafter defined); and

WHEREAS, the Town is amenable to conveying the foregoing easements to Grantee, and its successors and assigns, for the use and enjoyment of Grantee, its successors and assigns and the residents, employees, licensees, guests, contractors, and invitees of the Benefited Property and the Project (together with the Grantee, the "Benefited Parties").

NOW, THEREFORE, for consideration paid of One Dollar (\$1.00), and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Town and Grantee, for themselves and their respective successors and assigns, agree as follows:

1. Easement Premises; Permitted Uses. The Town hereby grants Grantee: (a) a permanent, non-exclusive access easement, containing 21,566 S.F., more or less, to use a portion of the Access Road located on the Town Property, and shown as "50' Wide Permanent Access Easement" on a plan entitled "Easement Exhibit – 484 Boston Post Road, Wayland, MA" dated December 17, 2020, prepared by Allen & Majors Associates, Inc. (the "Plan"), a reduced copy of which Plan (together with a blown up depiction of the easement areas) is attached hereto as Exhibit C, and incorporated herein (the "Access Easement Premises"), and as more particularly described in Exhibit D attached hereto and incorporated herein, for the purpose of ingress and egress for pedestrian and vehicular traffic by Grantee, its successors and assigns, including, but not limited to, the Benefited Parties; (b) a permanent, non-exclusive easement to use the western side of the Access Road, shown as "Landscape Easement" on the Plan and as more particularly described in Exhibit E attached hereto and incorporated herein (the "Landscape Easement Premises"), for the purpose of installation, modification, maintenance and removal of trees and other landscaping (the "Landscaping Easement"); (c) a permanent, non-exclusive drainage easement, containing 1,710 S.F., more or less, located on the Town Property, shown as "Permanent Drainage Easement" on the Plan and as more particularly described in Exhibit F attached hereto and incorporated herein (the "Drainage Easement Premises"), for the purpose of installing, operating, inspecting, maintaining, repairing, removing and replacing stormwater drains and any manholes, pipes, catch basins, conduits, culverts, channels and other related structures and/or facilities (collectively, "Drainage Facilities") for the drainage of stormwater from the Benefited Property onto the Drainage Easement Premises; and (d) during the construction of the Drainage Facilities, a temporary, non-exclusive access and construction easement which extends 20-feet from the perimeter boundary of the Drainage Easement Premises on all sides thereof to the extent located on the Town Property (the "Temporary Construction Premises", together with the Access Easement Premises, the Landscape Easement Premises, and the Drainage Easement Premises, the "Easement Premises"), for the purpose of constructing the Drainage Facilities (clauses (c) and (d) collectively, the "Drainage Easement," together with the Access Easement and Landscaping Easement, the "Easements").

2. Maintenance and Repair of the Access Easement. The Town shall, at its sole cost and expense, maintain and repair the Access Easement Premises in a condition similar to that of other secondary roads within the Town of Wayland (which shall include, without limitation, the obligation to remove snow and ice therefrom), except for the landscaping which is the subject of the Landscaping Easement, which Grantee will maintain at its sole cost and expense. In the event the Town does not maintain and repair the Access Easement Premises in the condition required hereunder and fails to remedy such default within a reasonable time after receipt of notice thereof from Grantee, the Grantee shall have the right to maintain and repair the Access Easement Premises and remove snow and ice therefrom, as needed, and seek reimbursement for the costs associated therewith from the Town. As part of its maintenance obligations hereunder, the Town shall remove any trees, vegetation or brush within or adjacent to the Access Easement Premises necessary to maintain the present width of the Access Easement Premises, maintain adequate sight lines at the apron of Route 20, and shall pave or re-pave the Access Easement Premises as needed to make it safe for passage.

In the event the Town is no longer using the Access Easement Premises to access the Town transfer station or any other Town facility or operation located on or being conducted on the Town Property, the Town may give written notice to Grantee, which shall specify a date no earlier than thirty (30) days after the giving of such notice after which the Town will no longer maintain the Access Easement Premises (but not any portion of the Access Road located outside of the Access Easement Premises, which shall remain the sole responsibility of the Town) (the "Maintenance Obligation Date"), whereupon the Grantee shall have the obligation, at its sole cost and expense, to maintain and repair the Access Easement Premises and maintain adequate sight lines at the apron of Route 20. Upon the Maintenance Obligation Date, and as part of its maintenance and repair obligation pursuant to the foregoing sentence, the Grantee shall have the right to perform routine removal of trees, vegetation and brush within or adjacent to the Access Easement Premises necessary to maintain the present width of the Access Easement Premises and adequate sight lines at the apron of Route 20, and shall pave or re-pave the Access Easement Premises as it deems necessary for safe travel.

3. Maintenance and Repair of the Drainage Easement. The Grantee shall have sole responsibility for maintenance, operation and repair of the Drainage Easement Premises, and shall, at its sole cost and expense, maintain the Drainage Easement Premises in good order and condition, and in a manner consistent with the stormwater operations and maintenance plan previously approved by the Town and/or its applicable agents, divisions or departments (the "O/M Plan"). The Grantee acknowledges that the stormwater discharge is located in a critical area, and will require maintenance and treatment in accordance with the O/M Plan. In no event shall the Town be responsible for the condition, maintenance or repair of the Drainage Easement Premises, except to the extent the Town causes damage thereto as a result of its gross negligence or willful misconduct.

4. Construction. All work done within or to the Easement Premises by Grantee shall be done in a good and workmanlike manner, using materials of good

quality and, to the maximum extent feasible, at such times that the Town Property is not being used by others. Grantee shall obtain, at its sole cost, any and all permits, licenses or other approvals required to undertake any work within the Easement Premises and provide copies of the same to the Town, at the Town's request. Grantee shall, at the Town's reasonable request, place barriers and/or take other measures to protect persons and property from damage during construction or any work within the Easement Premises. Grantee shall use commercially diligent efforts to complete its work in an expeditious manner and to minimize interference with the use of the Town Property by the Town and others entitled thereto, including, without limitation, during such times as the Town is constructing improvements within the Town Property, including the Easement Premises. Grantee shall provide the Town with three business (3) days' notice of any anticipated work that will materially interfere with the Town's use of the Easement Premises. Grantee shall remove all construction debris or rubble, including any trees, vegetation or brush, which are removed as part of such construction or in connection with the Landscaping Easement from the Easement Premises on a regular basis consistent with construction industry norms during any construction period, but in no event shall Grantee leave construction debris that would interfere with the Town's use of the Easement Premises. Grantee shall forthwith repair and restore any damage or disturbance it causes to the Easement Premises (subject to any temporary damage or disturbance caused by improvements that Grantee is permitted to make pursuant to the terms hereof, including the Drainage Facilities and the landscaping which is the subject of the Landscaping Easement) and/or any improvements made thereto by the Grantee to their condition prior to such disturbance or damage, at Grantee's sole cost and expense.

5. Liens. Grantee shall not permit any mechanics' liens or similar liens to remain upon the Town Property for labor and material furnished to Grantee in connection with work of any character performed at the direction of Grantee and Grantee shall cause any such lien to be released of record (or discharged by bonding) forthwith without cost to the Town.

6. Reserved Rights, Disclaimer. The Town reserves, for itself and its successors and assigns, the right to use the Easement Premises for any and all purposes, provided such use does not interfere unreasonably with Grantee's use of the Easement Premises for the purposes set forth herein. The Town makes no representation, either express or implied, with respect to the condition of the Easement Premises. The Grantee, and on behalf of the Benefited Parties, acknowledge that the Grantee and the Benefited Parties shall use the Easement Premises at its sole risk.

7. Restrictions, Limitations. Grantee expressly acknowledges and agrees that the Easements are intended solely for the benefit of the Benefited Property and for no other property. The Grantee and the Benefited Parties shall not, and shall not allow its contractors, representatives and agents to: (a) use the Easement Premises in a manner that interferes with the Town's right to use the same for any purpose that does not interfere with the access and other easement rights hereby granted; (b) except as expressly permitted by this Agreement, construct or place any permanent or temporary buildings, structures, or obstructions on, over, across or below the Easement Premises; (c) increase

the width or other dimensions of the Easement Premises, or otherwise alter the Access Easement Premises to make it unsafe or difficult for pedestrian and vehicular traffic, without the Town's prior written consent, which consent may be withheld in the Town's sole discretion; (d) cause or allow to be caused a release or threat of release of hazardous materials or oil on the Easement Premises; or (e) store or park vehicles, equipment, or other property on the Easement Premises. Grantee shall inform Town at least three (3) days prior to making any major repairs (however in an emergency shall provide such notice as is reasonable under the circumstances), and shall install reasonable safety measures to protect the safety of others using the Easement Premises during any maintenance, and/or repair of the Easement Premises by the Grantee. The parties agree that filling potholes, grading, removing brush and other vegetation from the Easement Premises, installing and maintaining the landscape which is the subject of the Landscaping Easement, clearing pipes to allow proper drainage and clearing, and cleaning drainage ditches are general maintenance and require no prior notice to the Town.

8. Release. The Grantee, and on behalf of the Benefited Parties, hereby releases the Town, its officers, employees, representatives, contractors and agents from any responsibility for losses or damages related to the condition or use of the Easement Premises, except if caused by (i) the gross negligence or willful misconduct of the Town or its officers, employees, representatives, contractors and agents; or (ii) a material breach of this Agreement by the Town, and the Grantee, and on behalf of the Benefited Parties, agrees and covenants that it will not assert or bring, nor cause any third party to assert or bring, any claim, demand, lawsuit or cause of action against the Town (collectively, "Claims"), including, without limitation, claims for property damage, personal injury damage and any other damage relating to, or arising from, the Grantee's use or activities on or about the Easement Premises, except for any Claims arising out of (x) the gross negligence or willful misconduct of the Town or its officers, employees, representatives, contractors and agents, or (y) a material breach of this Agreement by the Town.

9. Indemnification. The Grantee, and on behalf of the Benefited Parties, agrees to indemnify, defend, and hold the Town harmless from and against all debts, actions, causes of action, suits, dues, sums of money, damages, liabilities and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, arising out of or relating to: (a) the discharge, release or threatened release at or from the Benefited Property of oil or hazardous materials as defined under federal, state or local law which is caused by the Grantee, the Benefited Parties, and its agents, employees, contractors and representatives (collectively, the "Grantee Parties"); (b) any failure on the part of the Grantee Parties to comply with this Easement Agreement; and (c) the death, injury or property damage suffered by any person on account of or based upon the negligence or misconduct of any of the Grantee Parties, except to the extent that such death, injury or property damage is caused by the gross negligence or willful misconduct of the Town.

10. Insurance Coverages. Before Grantee or any of the other Grantee Parties enters the Easement Premises for any reason, Grantee shall procure, at its own cost and expense, or cause to be procured, the following insurance: (a) commercial general liability insurance with a minimum coverage amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit. The policy shall include blanket contractual liability insurance for all written contracts in accordance with policy terms afforded under ISO CG 00 01 04 13 (or carrier equivalent), subject to such coverage being commercially available, and shall include coverage for products and completed operations liability and independent contractor's liability and coverage for property damage; (b) automobile liability insurance for owned and non-owned automobiles and trucks, and/or rented automobiles and trucks, in the amount of One Million Dollars (\$1,000,000) combined single limit; (c) workers compensation in the minimum amount of the statutory limit; and (d) umbrella/excess liability in the minimum amount of Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate over all other insurance required by this Agreement (except workers compensation). Required limits may be achieved via primary and excess/umbrella liability policies.

11. General Insurance Requirements. All insurance required hereunder shall name the Town as an additional insured (except workers compensation/employers liability), and shall be issued by insurers authorized to transact insurance business in the Commonwealth of Massachusetts and having an A- or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company). Where commercially available, all insurance policies and certificates shall include a provision requiring thirty (30) days' written notice to the Town of any cancellation (except only ten (10) days' written notice for cancellation due to nonpayment of premium). At least annually, and at such other times as the Town may reasonably request, Grantee shall provide the Town with a certificate evidencing the coverages required hereunder. Grantee's failure to obtain, procure and/or maintain the required insurance at all times shall constitute a material default hereunder. Grantee's obligations to the Town under this Agreement shall not be limited by the requirement for, or existence or amount of, insurance coverage.

12. Turn-Around Easement. In return for the Easements conveyed to the Grantee herein, the Grantee grants to the Town, and the public, a permanent, non-exclusive easement for the purpose of turning around vehicles within paved areas of the Benefited Property, at or near the gate installed by the Town on the Access Road (the "Turn-Around Easement") in the area shown as "Turn Around Easement" on the Plan and as more particularly described in Exhibit G attached hereto and incorporated herein. ~~Notwithstanding the foregoing, the Turn-Around Easement will be effective only upon completion of the paved areas shown on the Plan and upon confirmation that same are able to accept vehicular traffic for their intended purpose. Upon written request of the Town, the Grantee will provide notice to the Town of the effective date of the Turn-Around Easement.~~ Grantee may not obstruct or interfere with the Turn-Around Easement, but reserves the right, to be exercised solely at the Grantee's option, to relocate the Turn-Around Easement, at its expense, to another portion of the Benefited

Property, provided, however, that the relocated easement area shall be reasonably comparable to the existing easement area. The Town acknowledges that there may be periods during the construction of the Project during which Grantee will need to temporarily block or prevent the use of the Turn-Around Easement. Sections 5 and 8 hereof shall apply to the Town's Turn-Around Easement with the same force and effect as they apply to the Easements, but as if the Town and the public at large are the "Grantee" and the "Grantee Parties" thereunder, respectively, and the "Grantee" is the Town.

13. Miscellaneous:

(a) During the exercise of the rights hereby granted, the Grantee shall not, and shall not permit any of the other the Grantee Parties to interfere unreasonably with the operations of the Town in its use of the Town Property, including the Easement Premises, or the operation and/or use by others entitled thereto. During the exercise of the rights hereby granted under Section 12, the Town shall not interfere unreasonably with the operations of the Grantee in its use of the Benefited Property or the construction of the Project, including the Turn-Around Easement Area, or the operation and/or use by others entitled thereto. During the exercise of the rights granted hereunder, Grantee shall not unreasonably interfere with the Town's use and operation of the Town Property.

(b) All provisions of this Agreement, including the benefits and burdens, shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such provisions shall be deemed to be enforceable covenants running with the land and shall bind any person having at any time any interest or estate in all or any portion of the Town Property and Benefited Property burdened hereby as though such provisions were recited and stipulated in full in each and every deed of conveyance. The terms and provisions hereof shall be binding upon the parties hereto only with respect to the periods of time such party is the owner of title to the Town Property or the Benefited Property, as the case may be. Accordingly, from and after such time as either party hereto shall transfer title to its respective property, it shall have no further obligations hereunder except for obligations which accrued prior to the time of such transfer, it being specifically understood that from and after the date of such transfer such party shall have no further rights hereunder nor responsibility for any obligations hereunder which rights and obligations shall, thereafter, be deemed rights and obligations of the party to whom title has been transferred and such transferee shall, by virtue of its acceptance of such transfer be deemed to have assumed and agreed to perform all obligations of the transferor thereafter accruing under this Agreement.

(c) Any notice required or given under this Agreement shall be deemed duly served if hand-delivered, mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight delivery, addressed to the parties at the addresses set forth above, which may be changed with like notice at least ten (10) days in advance of the effective date of the change.

(d) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this Agreement shall be brought in courts within the Commonwealth of Massachusetts.

(e) This Agreement contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this Agreement. This Agreement may not be modified except in writing, duly executed by both parties.

(f) The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

[Signature Pages Follow]

WITNESS the execution hereof under seal this ____ day of _____, 202__.

TOWN OF WAYLAND,
By Its Board of Selectmen

Cherry C. Karlson, Chair

Dave Watkins

Thomas J. Fay

Mary M. Antes

Lea T. Anderson

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of December, 202__0, before me, the undersigned Notary Public, personally appeared

_____, member of the Wayland Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

Notary Public
My Commission Expires:

WITNESS the execution hereof under seal this ____ day of _____, 202__.

GRANTEE:

ALTA RIVER'S EDGE, LLC, a Delaware limited liability company

By: Alta River's Edge Venture, LLC, a Delaware limited liability company, its sole member

By: WS River's Edge, LLC, a Delaware limited liability company, its managing member

By: WP Massachusetts, LLC, a Delaware limited liability company, its sole member and manager

By: _____

Name: Jim Lambert

Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of December, 202__0, before me, the undersigned Notary Public, personally appeared Jim Lambert, Vice President of WP Massachusetts, LLC, a Delaware limited liability company, the sole member and manager of WS River's Edge, LLC, a Delaware limited liability company, the managing member Alta River's Edge Venture, LLC, the sole member of Grantee, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said entities in such capacities.

Notary Public

My Commission Expires:

Exhibit A

Town Property

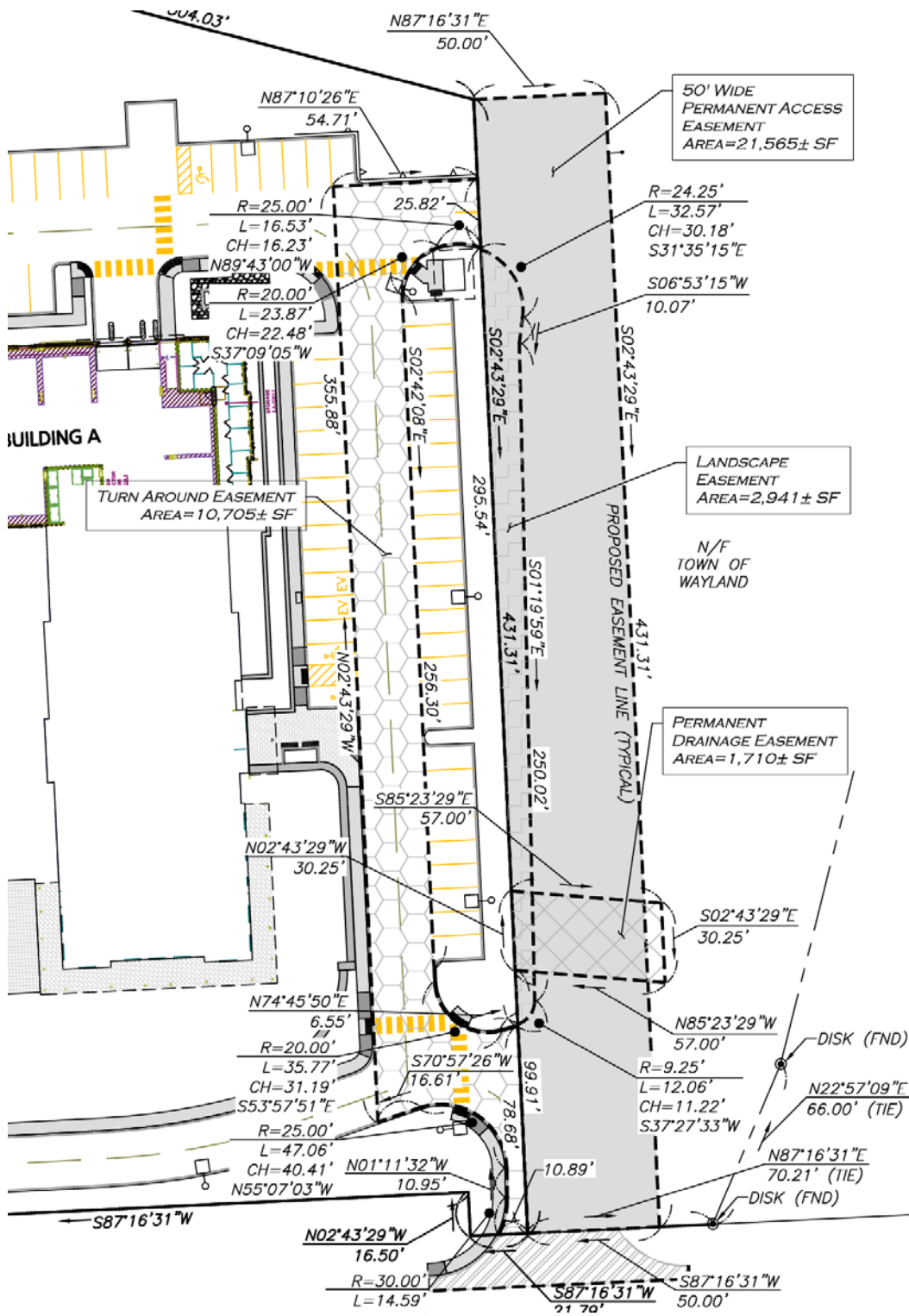
The land on Route 20, a/k/a Boston Post Road, Wayland, Middlesex County, Massachusetts, shown as "Map 22, Lot 5," containing 23.92 acres, on a plan entitled "ANR Subdivision Plan Assessor's Map 22, Lot 3, Lot 6 & Lot 7 Boston Post Road, Wayland, Massachusetts" prepared by WSP Transportation & Infrastructure, dated June 1, 2015, endorsed by the Wayland Planning Board on June 2, 2015, and recorded with the Middlesex South District Registry of Deeds as Plan No. 260 of 2017.

Exhibit B

Benefited Property

The land on Route 20, a/k/a Boston Post Road, Wayland, Middlesex County, Massachusetts, shown as Lots A, C, and E on a plan entitled "ANR Subdivision Plan Assessor's Map 22, Lot 3, Lot 6 & Lot 7 Boston Post Road, Wayland, Massachusetts" prepared by WSP Transportation & Infrastructure, dated June 1, 2015, endorsed by the Wayland Planning Board on June 2, 2015, and recorded with the Middlesex South District Registry of Deeds as Plan No. 260 of 2017.

Plan – Blown Up Version of Plan showing Easement Areas



* Plan shown in Exhibit C does not necessarily reflect existing conditions. Current as-built conditions for the Project may be modified from time to time.

Exhibit D

Access Easement Premises

A certain easement situated along the Northerly side of Boston Post Road in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

The Point of Beginning being the Northwesterly most corner of the easement to be described hereafter; thence

- | | |
|-------------|---|
| N87°16'31"E | Fifty and no hundredths feet (50.00') to a point; thence |
| S02°43'29"E | Four hundred thirty-one and thirty-one hundredths feet (431.31') to a point; thence |
| S87°16'31"W | Fifty and no hundredths feet (50.00') to a point; thence |
| N02°43'29"W | Four hundred thirty-one and thirty-one hundredths feet (431.31') to the point of beginning. |

The above described easement contains an area of 21,565 square feet, more or less, and is more particularly shown as a "50' Wide Permanent Access Easement" on a plan entitled "Easement Exhibit – 484 Boston Post Road, Wayland, MA". Scale: 1" = 40'. Dated December 17, 2020. Prepared for ALTA River's Edge, LLC. Prepared by Allen & Major Associates, Inc.

Exhibit E

Landscape Easement Premises

A certain easement situated off the Northerly side of Boston Post Road in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

The Point of Beginning being the Southwesterly most corner of the easement to be described hereafter; thence

N02°43'29"W Two hundred ninety-five and fifty-four hundredths feet (295.54') to a point of curvature; thence

Southeasterly Along an arc to the right having a radius of twenty-four and twenty-five hundredths feet (24.25'), an arc length of thirty-two and fifty-seven hundredths feet (32.57'), a chord length of thirty and eighteen hundredths feet (30.18') and a chord bearing of S31°35'15"E to a point of tangency; thence

S06°53'15"W Ten and seven hundredths feet (10.07') to a point; thence

S01°19'59"E Two hundred fifty and two hundredths feet (250.02') to a point of curvature; thence

Southwesterly Along an arc to the right having a radius of nine and twenty-five hundredths feet (9.25'), an arc length of twelve and six hundredths feet (12.06'), a chord length of eleven and twenty-two hundredths feet (11.22') and a chord bearing of S37°27'33"W to the point of beginning.

The above described easement contains an area of 2,941 square feet, more or less, and is more particularly shown as a "Landscape Easement" on a plan entitled "Easement Exhibit – 484 Boston Post Road, Wayland, MA". Scale: 1" = 40'. Dated December 17, 2020. Prepared for ALTA River's Edge, LLC. Prepared by Allen & Major Associates, Inc.

Exhibit F

Drainage Easement Premises

A certain easement situated off the Northerly side of Boston Post Road in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

The Point of Beginning being the Northwesterly most corner of the easement to be described hereafter; thence

S85°23'29"E Fifty-seven and no hundredths feet (57.00') to a point; thence

S02°43'29"E Thirty and twenty-five hundredths feet (30.25') to a point; thence

N85°23'29"W Fifty-seven and no hundredths feet (57.00') to a point; thence

N02°43'29"W Thirty and twenty-five hundredths feet (30.25') to the point of beginning.

The above described easement contains an area of 1,710 square feet, more or less, and is more particularly shown as a "Permanent Drain Easement" on a plan entitled "Easement Exhibit – 484 Boston Post Road, Wayland, MA". Scale: 1" = 40'. Dated December 17, 2020. Prepared for ALTA River's Edge, LLC. Prepared by Allen & Major Associates, Inc.

Exhibit G

Turn-Around Easement

A certain easement situated along the Northerly side of Boston Post Road in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

The Point of Beginning being the Northwesterly most corner of the easement to be described hereafter; thence

- N87°10'26"E Fifty-four and seventy-one hundredths feet (54.71') to a point; thence
- S02°43'29"E Twenty-five and eighty-two hundredths feet (25.82') to a point of curvature; thence
- Northwesterly Along an arc to the left having a radius of twenty-five and no hundredths feet (25.00'), an arc length of sixteen and fifty-three hundredths feet (16.53'), a chord length of sixteen and twenty-three hundredths feet (16.23') and a chord bearing of N89°43'00"W to a point of compound curvature; thence
- Southwesterly Along an arc to the left having a radius of twenty and no hundredths feet (20.00'), an arc length of twenty-three and eighty-seven hundredths feet (23.87'), a chord length of twenty-two and forty-eight hundredths feet (22.48') and a chord bearing of S37°09'05"W to a point of non-tangency; thence
- S02°42'08"E Two hundred fifty-six and thirty hundredths feet (256.30') to a point; thence
- Southeasterly Along an arc to the left having a radius of twenty and no hundredths feet (20.00'), an arc length of thirty-five and seventy-seven hundredths feet (35.77'), a chord length of thirty-one and nineteen hundredths feet (31.19') and a chord bearing of S53°57'51"E to a point of non-tangency; thence
- N74°45'50"E Six and fifty-five hundredths feet (6.55') to a point; thence
- S02°43'29"E Seventy-eight and sixty-eight hundredths feet (78.68') to a point; thence
- S87°16'31"W Ten and eighty-nine hundredths feet (10.89') to a point of curvature; thence
- Northeasterly Along an arc to the left having a radius of thirty and no hundredths feet (30.00'), an arc length of fourteen and fifty-nine hundredths feet (14.59'), a chord length of fourteen and forty-four hundredths feet (14.44') and a chord bearing of N12°44'18"E to a point of tangency; thence
- N01°11'32"W Ten and ninety-five hundredths feet (10.95') to a point of curvature; thence
- Northwesterly Along an arc to the left having a radius of twenty-five and no hundredths feet (25.00'), an arc length of forty-seven and six hundredths feet (47.06'), a

chord length of forty and forty-one hundredths feet (40.41') and a chord bearing of N55°07'03"W to a point of tangency; thence

S70°57'26"W Sixteen and sixty-one hundredths feet (16.61') to a point; thence

N02°43'29"W Three hundred fifty-five and eighty-eight hundredths feet (355.88') to the point of beginning.

The above described easement contains an area of 10,705 square feet, more or less, and is more particularly shown as a "Turn Around Easement" on a plan entitled "Easement Exhibit – 484 Boston Post Road, Wayland, MA". Scale: 1" = 40'. Dated December 17, 2020. Prepared for ALTA River's Edge, LLC. Prepared by Allen & Major Associates, Inc.

DRAFT

GRANT OF EASEMENTS **(WASTEWATER FACILITIES)**

ALTA RIVER'S EDGE, LLC, a Delaware limited liability company (“Grantor”), having an office at c/o WP East Acquisitions, LLC, 91 Hartwell Avenue, Lexington, MA 02421, for consideration paid of One Dollar (\$1.00), grants, with quitclaim covenants, to the **TOWN OF WAYLAND** (the “Town”), a Massachusetts municipal corporation, acting by and through its Board of Selectmen, permanent easements in, on and across parcels of land located in Wayland, Middlesex County, Massachusetts, described below, on the terms and conditions set forth herein. This Grant of Easements is sometimes referred to herein as the “Agreement” or “Easement Agreement”.

WHEREAS, Grantor is, as of the date hereof, the owner of a parcel of land located at 484 Boston Post Road (Route 20), Wayland, Massachusetts, described more particularly in a deed of conveyance from the Town to Grantor, recorded with the Middlesex South District Registry of Deeds (“Registry of Deeds”) in Book _____, Page _____ (the “Grantor Property”);

WHEREAS, Grantor intends to develop and construct a residential, rental housing project upon the Grantor Property (the “Project”);

WHEREAS, the Town has received funding for the installation, construction, improvement, alteration and modification of public wastewater treatment facilities, both sub-surface and aboveground (the “New Town Wastewater Infrastructure”), that will serve, among other properties, the Grantor Property;

WHEREAS, a portion of the New Town Wastewater Infrastructure, including, but not limited to: (1) a leaching field, force main, pumps, and related lines, conduits, fixtures and equipment (the “On-Site Leaching Field Infrastructure”); and (2) a pumping station, a wastewater line, force mains, and related conduits, fixtures and equipment located on the Grantor Property (the “On-Site Pumping Station Infrastructure,” together with the On-Site Leaching Field Infrastructure, the “On-Site Wastewater Infrastructure”), will be located on the Grantor Property. The current planned location of the On-Site Wastewater Infrastructure on the Grantor Property is approximately shown on the sketch plan attached hereto as Exhibit A and incorporated herein;

WHEREAS, Grantor acknowledges and agrees that accommodation for and construction of the On-Site Wastewater Infrastructure is a condition of the conveyance of the Property from the Town to the Grantor and is, further, critical to the viability of the Project;

WHEREAS, as a condition to the Town's agreement to construct the New Town Wastewater Infrastructure (except those portions that will be constructed by Grantor), the Town has required that the Grantor convey to the Town permanent easements on, over, under and across portions of the Grantor Property for the purpose of access to and the right to operate, inspect, maintain, repair, replace and abandon in place, the On-Site Wastewater Infrastructure and to discharge treated effluent in and to a leaching field to be constructed by Grantor on the Grantor Property as part of the On-Site Leaching Field Infrastructure; and

WHEREAS, Grantor has agreed to convey the foregoing easements to the Town, its successors and assigns.

NOW, THEREFORE, for consideration paid of One Dollar (\$1.00), and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Grantor and the Town, for themselves and their respective successors and assigns, agree as follows:

1. Easement Premises; Permitted Uses. The Grantor hereby grants the Town, its successors and assigns: (a) a permanent easement upon the Grantor Property, for the purpose of operating, inspecting, maintaining, repairing, replacing and abandoning in place, the On-Site Wastewater Infrastructure; (b) a permanent easement for pedestrian and vehicular traffic, including heavy equipment, upon the Grantor Property to access the On-Site Wastewater Infrastructure, including, but not limited to, the roads, drives and paths thereon (clauses (a) and (b), together, the "Easement Premises"); and (c) a permanent easement and right to discharge treated effluent from the Town's wastewater treatment facility located at Elissa Drive, Wayland, to the leaching field that is to be constructed as part of the On-Site Leaching Field Infrastructure.

2. Location of the Easement Premises. The Easement Premises, as shown on the Sketch Plan, are shown in their approximate location only. During the design and construction of the Project and the On-Site Wastewater Infrastructure, the Grantor and the Town shall consult with one another relative to the final location of the Easement Premises, which final location shall be reasonably acceptable to both the Grantor and the Town, and which approval thereof shall not be unreasonably withheld, conditioned or delayed. The Easement Premises will be located substantially where shown on the Sketch Plan, however, the final location will be determined during construction of the Project and the On-Site Wastewater Infrastructure, and the Grantor, after construction thereof, at its sole cost and expense, shall prepare a plan depicting the location of the On-Site Wastewater Infrastructure Premises, providing a copy of the same to the Town. Grantor and the Town agree to amend this Easement Agreement to reflect the final location of the On-Site Wastewater Infrastructure, and record such amendment with the Registry of Deeds with a replacement plan showing the as-built Easement Premises and to make such other changes to this Easement Agreement that may be required by the Massachusetts Department of Environmental Protection.

3. Construction of the On-Site Wastewater Infrastructure. Grantor shall, at its sole cost and expense, install and construct all On-Site Wastewater Infrastructure on the Grantor Property, to the property boundaries. The Grantor shall: (i) construct the On-Site Wastewater Infrastructure in a good and workmanlike manner, using materials of good quality, and in accordance with plans and specifications mutually agreed upon by the parties, (ii) permit no excavation to remain open without the safeguards required by law, and (iii) perform its construction obligations in accordance with all applicable laws, by-laws and regulations and after obtaining all necessary approvals, licenses and permits from government authorities before commencement of work. Upon approval of and acceptance by the Town of the On-Site Wastewater Infrastructure, it shall be and remain the property of the Town.

4. Maintenance and Operation of the On-Site Wastewater Infrastructure. Subject to there being no default of Grantor under the O&M Agreement (as hereinafter defined) beyond any applicable notice and cure period, the Town shall, at its sole cost and expense, have sole responsibility to maintain, operate, inspect, repair and replace the On-Site Wastewater Infrastructure, in a good and safe condition at all times consistent with all applicable laws, by-laws and regulations governing the operation of the wastewater facilities, except to the extent Grantor, Grantor's representatives, employees, agents, tenants, invitees, and those claiming by or through Grantor, cause damage thereto. As part of its maintenance obligations hereunder, the Town shall have the right to remove any trees, vegetation or brush within or adjacent to the Easement Premises necessary to maintain, operate, inspect, repair and replace the wastewater facilities. The Town shall, except in the event of an emergency, provide the Grantor with 48 hours' notice of any anticipated work that will materially interfere with the Grantor's use of the Easement Premises or the Grantor Property.

5. Operation and Maintenance Agreement. Prior to the commencement of operations of the On-Site Wastewater Infrastructure, the Grantor and Town shall enter into an operation and maintenance agreement (the "O&M Agreement") with respect to the maintenance and operation of the On-Site Wastewater Infrastructure, which shall provide, among other things, that Grantor shall pay a fee to the Town for its maintenance and repair obligations with respect to the On-Site Wastewater Infrastructure. A Notice of the O&M Agreement shall be recorded with the Registry of Deeds and the O&M Agreement shall bind and inure to the Grantor Property and shall be a covenant running with the land.

6. Liens. The Town shall not permit any mechanics' liens or similar liens to remain upon the Grantor Property for labor and material furnished to the Town in connection with work of any character performed at the direction of the Town and the Town shall cause any such lien to be released of record (or discharged by bonding) forthwith without cost to the Grantor.

7. Reserved Rights, Disclaimer. The Grantor reserves, for itself and its successors and assigns, the right to use the Easement Premises for any and all purposes, provided such use does not interfere unreasonably with the Town's use of the Easement

Premises for the purposes set forth herein. The Grantor makes no representation, either express or implied, with respect to the condition of the Easement Premises. The Town acknowledges that the Town shall use the Easement Premises at its sole risk.

8. Restrictions, Limitations. The Grantor, and its contractors, representatives and agents, shall not: (a) use the Easement Premises in a manner that interferes with the Town's right to access and use the On-Site Wastewater Infrastructure for the purposes hereby granted; (b) except as expressly permitted by this Agreement, construct or place any permanent or temporary buildings, structures, or obstructions on, over, across or below the Easement Premises; (c) cause or allow to be caused a release or threat of release of hazardous materials or oil on the Easement Premises; or (d) store or park vehicles, equipment, or other property on the Easement Premises.

9. Release. The Town hereby releases the Grantor, its officers, employees, representatives, contractors and agents from any responsibility for losses or damages related to the condition or use of the Easement Premises for the purposes for which the Town is permitted to use the Easement Premises under this Easement Agreement, except if caused by (i) the negligence or willful misconduct of the Grantor or its officers, employees, representatives, contractors and agents; or (ii) a material breach of this Easement Agreement by the Grantor. Notwithstanding the foregoing, nothing in this Section 9 shall be deemed to be a release by the Town of Grantor for any claims or any other cause of action, cost or expense with respect to any contractual obligations that Grantor may have to the Town under the O&M Agreement, the Land Disposition Agreement between Grantor and the Town or any other document, agreement, or instrument.

10. Indemnification. To the extent permitted by law, the Town agrees to indemnify and hold Grantor harmless of and from any and all loss, cost, damage or expense (including reasonable attorneys' fees) caused by the gross negligence or willful act or omission of the Town, arising from or in connection with the exercise of the rights of the Town hereunder.

11. Miscellaneous:

(a) The rights and easements of the Town hereunder shall be deemed to be easements in gross. The rights and easements conferred herein shall be binding upon the Grantor, and its respective successors and assigns, and shall run with the Grantor Property and such provisions shall be deemed to be enforceable covenants running with the Grantor Property and shall bind any person having at any time any interest or estate in all or any portion of the Grantor Property as though such provisions were recited and stipulated in full in each and every deed of conveyance. The terms and provisions hereof shall be binding upon the Grantor hereto only with respect to the periods of time the Grantor is the owner of title to the Grantor Property. Accordingly, from and after such time as the Grantor shall transfer title to the Grantor Property, it shall have no further obligations hereunder except for obligations which accrued prior to the time of such transfer, it being specifically understood that from and after the date of such transfer the

Grantor shall have no further rights hereunder nor responsibility for any obligations hereunder which rights and obligations shall, thereafter, be deemed rights and obligations of the party to whom title has been transferred and such transferee shall, by virtue of its acceptance of such transfer be deemed to have assumed and agreed to perform all obligations of the transferor thereafter accruing under this Agreement.

(b) Any notice required or given under this Agreement shall be deemed duly served if hand-delivered, mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight delivery, addressed to the party at the addresses set forth above, which may be changed with like notice at least ten (10) days in advance of the effective date of the change.

(c) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this Agreement shall be brought in courts within the Commonwealth of Massachusetts.

(d) This Agreement contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this Agreement. This Agreement may not be modified except in writing, duly executed by both parties.

(e) The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

[Signature Pages Follow]

WITNESS the execution hereof under seal this ____ day of January, 2021.

GRANTOR:

ALTA RIVER'S EDGE, LLC, a Delaware limited liability company

By: Alta River's Edge Venture, LLC, a Delaware limited liability company, its sole member

By: WS River's Edge, LLC, a Delaware limited liability company, its managing member

By: WP Massachusetts, LLC, a Delaware limited liability company, its sole member and manager

By: _____
Name: Jim Lambert
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of January, 2021, before me, the undersigned Notary Public, personally appeared Jim Lambert, Vice President of WP Massachusetts, LLC, a Delaware limited liability company, the sole member and manager of WS River's Edge, LLC, a Delaware limited liability company, the managing member Alta River's Edge Venture, LLC, the sole member of Grantor, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said entities in such capacities.

Notary Public
My Commission Expires:

Acceptance

The Wayland Board of Selectmen accepts a Grant of Easements (Wastewater Facilities) from ALTA River's Edge, LLC, at property located at 484 Boston Post Road, Wayland, pursuant to G.L. c.83, § 1, on this _____ day of January, 2021.

TOWN OF WAYLAND,
By Its Board of Selectmen

Cherry C. Karlson, Chair

Dave Watkins

Thomas J. Fay

Mary M. Antes

Lea T. Anderson

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of January, 2021, before me, the undersigned Notary Public, personally appeared _____, member of the Wayland Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

Notary Public
My Commission Expires:

Exhibit A

Sketch Plan

DRAFT

MASSWORKS INFRASTRUCTURE PROGRAM

Pre-Contract Information Worksheet (updated Nov. 2020)

Please complete all sections below as fully as possible. This information will be used to prepare the contract documents for the grant award.

Grant Summary Information			
City/Town:	Wayland		
Project Name:	Wayland Route 20 Sewer Extension		
MassWorks Award Amount: [Maximum Obligation]	\$ 2,203,000	Planned Start of Public Infrastructure Construction	March/2021
Total Budget for Public Infrastructure Project	\$ 3,000,000	Expected Completion of Infrastructure Project	April/2022
Public Entity (Contractor) – Legal information for the execution of the contract documents. This will be used to complete the Standard Contract Form.			
Public Entity Legal Name:	Town of Wayland		
Public Entity Legal Address:	41 Cochituate Road		
City/State/Zip	Wayland, MA 01778		
Vendor Code	VC-6000192027		
Authorized Signatory Name/Title:	Louise L. E. Miller, Esq., Town Administrator		
Authorized Signatory Telephone/Email	lmiller@wayland.ma.us (508)358-3620		
Municipal Project Contact – Local contract manager who will serve as single point of contact for grant administration and project updates. This person will be responsible for providing regular project status reports and participate in periodic meetings/calls with a MassWorks Project Manager.			
Contact Name/Title:	Paul Brinkman, Town Engineer		
Contact Telephone/Email	pbrinkman@wayland.ma.us (508)358-6852 - T (617)831-8325 - Cell		

PROJECT SCOPE AND BUDGET

Responses in the following sections should be developed in consultation with the grantee’s contractor, engineer, and/or DPW staff, as applicable, to ensure the most up to date and accurate information. Grantees will have the opportunity to adjust/update timelines and budget projections through quarterly reports.

A. Site Description – Describe the location, including Parcel IDs, where the construction project will take place. Specify roadways and any relevant geographic landmarks, and **attach copy of current Site Plan**.
Example: The Site consists of a segment of Middle Street in the City of Anytown, between 85 Middle Street (Map 30, Parcel 70) and 100 Middle Street (Map 34, Parcel 94), as illustrated in the Site Plan.

The Site consists of a segment of Massachusetts Department of Transportation controlled roadway – Route 20, (Boston Post Road, Wayland) from its intersection with Andrew Avenue (Map 23, Parcel 52) to #490 Boston Post Road (Map 22 Parcel 6), about 2700 linear feet in length, as well as work on the parcel for #490 Boston Post Road. Figure 1 depicting the preliminary design is attached. Another attachment provides the preliminary design concept in plan form.

B. Infrastructure Project Description – Describe the full scope of work that will be funded by this grant.

Final Design, Permitting, Bidding, Contract Award, Construction, and Engineering Services during Construction of a sewer extension to convey raw wastewater from #490 Boston Post Road, Wayland to the existing Wayland wastewater infrastructure located at #400 Boston Post Road, Wayland. A second force main to be constructed at the same time will return effluent from the Town’s wastewater treatment facility for disposal on at a leaching field to be constructed on the site of the development (#490 Boston Post Road). Several small upgrades to existing systems primarily SCADA and communications systems will be incorporated into the project.

C. Project/Construction Timeline – Enter dates (MONTH/YEAR) for specific milestones to be achieved.

MILESTONE	MONTH/YEAR
Design, Survey, and Engineering Complete	February/2021
Bids Opened / Contract Awarded	March/2021
Construction Started	April/2021
Construction 50% Complete	August/2021
Construction 100% Complete	October/2021
Punch List	April/2022

D. Project Budget – Please complete the table below by itemizing the expenses related to the scope of work funded by this MassWorks grant as well as by the match funds. As applicable, indicate if budget numbers are actual or estimated, then enter the amount allocated to each of the spending categories/subcategories. The MassWorks Funds Allocation total must not exceed the maximum obligation.

Select One: **Estimated Budget** (*pre-bidding*) **Actual Budget** (*bidding/contracting complete*)

SPENDING CATEGORY	MassWorks Funds Allocation	Match Funds	Total Budget
Pre-Construction (include design, surveying, engineering, permitting, and bidding, etc.)	\$75,000	\$25,000	\$100,000
Construction (itemize all earthwork and site work in the corresponding subcategories)			
Land Takings	\$	\$	\$
Demolition/Remediation	\$	\$	\$
Mobilization/Demobilization	\$75,000	\$	\$75,000
Water/Sewer/Drainage (include pump stations)	\$1,350,000	\$250,000	\$1,600,000
Utility Relocation	\$100,000	\$	\$100,000
Roadways (include paving, markings, signage, etc.)	\$203,000	\$	\$203,000
Sidewalks/Curbing/Streetscapes (include guardrails, fencing, plantings, etc.)	\$	\$	\$
Electrical/Lighting (street lights and traffic signals)	\$	\$	\$
Bridges/Culverts	\$	\$	\$
Other: Specify Soil Absorption System	\$	\$500,000	\$500,000
Contingency	\$100,000	\$22,000	\$122,000
Other Expenses			
Construction Administration / Project Management	\$200,000	\$	\$200,000
Traffic Control / Public Safety Details	\$100,000	\$	\$100,000
Other: Specify _____	\$	\$	\$
Totals	\$2,203,000	\$797,000	\$3,000,000

E. Funds Drawdown Schedule - Enter the amount of funds that the grantee expects to draw down at each quarter end (QE) and total for each fiscal year. Grand total must not exceed full grant award.

Period	Amount
QE 9/30/20	-
QE 12/31/20	\$10,000
QE 3/31/21	\$40,000
QE 6/30/21	\$500,000
FY2021 Total	\$ 550,000

Period	Amount
QE 9/30/21	\$850,000
QE 12/31/21	\$500,000
QE 3/31/22	\$50,000
QE 6/30/22	\$253,000
FY2022 Total	\$ 1,653,000

Period	Amount
QE 9/30/22	-
QE 12/31/22	-
QE 3/31/23	-
QE 6/30/23	-
FY2023 Total	\$ 0

Grand Total	\$ 2,203,000
--------------------	---------------------

PROJECT STATUS UPDATES

An update on the status of the public project is required. In the responses below, please highlight the current status of design/permitting and any changes to the timeline or budget since the submission of your application.

A. Design Status – Is the design for the public infrastructure work complete and has it received all necessary approvals? If not, what percentage is done and when are final approvals expected?

Preliminary design has been completed for the project and final design is commencing. As the project is in an area of recent construction the existing conditions, survey and soil testing is complete to allow the design to occur rapidly. The Town has been obtaining the necessary approvals associated with the project. They have determined the MassWorks portion of the project will be entirely within the MassDOT right-of-way. The local wastewater commission will be giving approval for the project on December 16, 2020. No other approvals are anticipated. Minor SCADA and communication upgrades will be completed during the next twelve months and do not require approvals or permits.

B. Permitting Update – Have all required permits been secured? If not, identify any permits that have been attained since the application was submitted, what permits are still outstanding, and what is the expected timeline for securing them.

The Town has been obtaining the necessary permits associated with the project. This includes Conservation Commission permitting (obtained), MassDOT (in process), MassDEP (in process) and MEPA (waiver obtained). It is anticipated all approvals related to the MassWorks Grant portion of the project will be obtained by January 2021.

C. Other Funding Sources – Describe the type and source of any additional and/or match funds being sought that are needed for this project to proceed. Confirm if the funds are secured or pending.

There is no match required for the project. The “matching” funds identified above are other funds that will be expended to complete the entirety of the wastewater system. This includes the leaching field (subsurface absorption system) for finished effluent disposal and a pump station to convey the pump the wastewater from the development to the Town’s pipeline that will be constructed with the MassWorks funds.

D. Utilities Update – Does any part of the project require approval and/or participation of a private or public utility company? If so, specify the elements of the project that will be affected and the status of any needed approvals and/or timeline commitments.

The project will require a connection to the existing electric utility to utilize the proposed effluent pump station to pump effluent from the Town system into the pipeline (constructed with MassWorks grant monies) for final disposal in the proposed leaching field. The electrical connection will not be required until October 2021 and time exists to ensure the electrical connection is available. The Town will control all the facilities to be constructed including the leaching field and the wastewater pump station at the development.

E. Other / Additional Details – Outline any other issues or concerns that might have an impact on the project’s start date, timeline, and/or budget.

The Town is looking at ways to accelerate the project in order to ensure that all timeframes are met.

F. Leveraged Private Development – Describe the private project and the economic benefits/impact expected from the project. (not applicable for STRAP projects)

Leveraged Private Development.

With the Masswork Grant sewer infrastructure will be able to connect to the Town's Wayland Center wastewater system. The current Wayland Center wastewater system, while state of the art, is both underutilized and lacks growth capacity due to limited suitable areas in the immediate Sudbury River environs to accept outflow. Connecting the River's Edge development helps mitigate both issues, by adding needed usage to the wastewater plant so it operates more efficiently, while providing additional outflow capacity by accepting excess outflow on the River's Edge property, so that the existing wastewater plant can be tapped into to spur additional economic growth along the Route 20 corridor in Wayland Center.

Benefits

- Create 218 units of affordable housing in perpetuity.
- Wayland Center along Route 20 has been improved by the opening of the Wayland Rail Trail / Mass Central Rail Trail in 2019, the upgrade of water lines in 2018, and the pending finish paving of the Route 20 corridor in this zone in 2021. However growth at the properties along this corridor are hampered by sewer constraints, which this funding would help unlock.
- Create cost-effective market-rate rental housing: The Town of Wayland does not offer this type of housing, which can appeal to a wider demographic and range of incomes. By queuing up permitted land for private development, both affordable and market rate housing can be created.
- Create an attractive entrance to Wayland from the west: A current eye-sore location can be redeveloped into an attractive western gateway to the Town of Wayland. Design Guidelines help create setbacks, inspired landscaping, graduated building heights, and articulated rooflines and facades which lead to good design.
- Create an attractive project compatible with the natural setting: Once the old Septage facility and dirt piles are removed, the site itself is surrounded by natural river basin, wetlands and woods (and of course the Sudbury Transfer Station, but this is a small portion of the overall surroundings). The project is to fit into its natural surroundings by choice of materials, colors, façade variations, as well as generous, indigenous landscaping to soften parking and roadway areas. Views from the Sudbury River were to be taken into account to minimize visual impact. A future connection to the Mass Central Rail Trail is planned.

--

Type name of person completing this form:	Paul Brinkman	Date:	12/08/2020
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TOWN OF WAYLAND BOSTON POST ROAD (ROUTE 20) CONCEPTUAL SEWER DESIGN

DPW DIRECTOR

THOMAS HOLDER

WASTEWATER OPS MANAGER

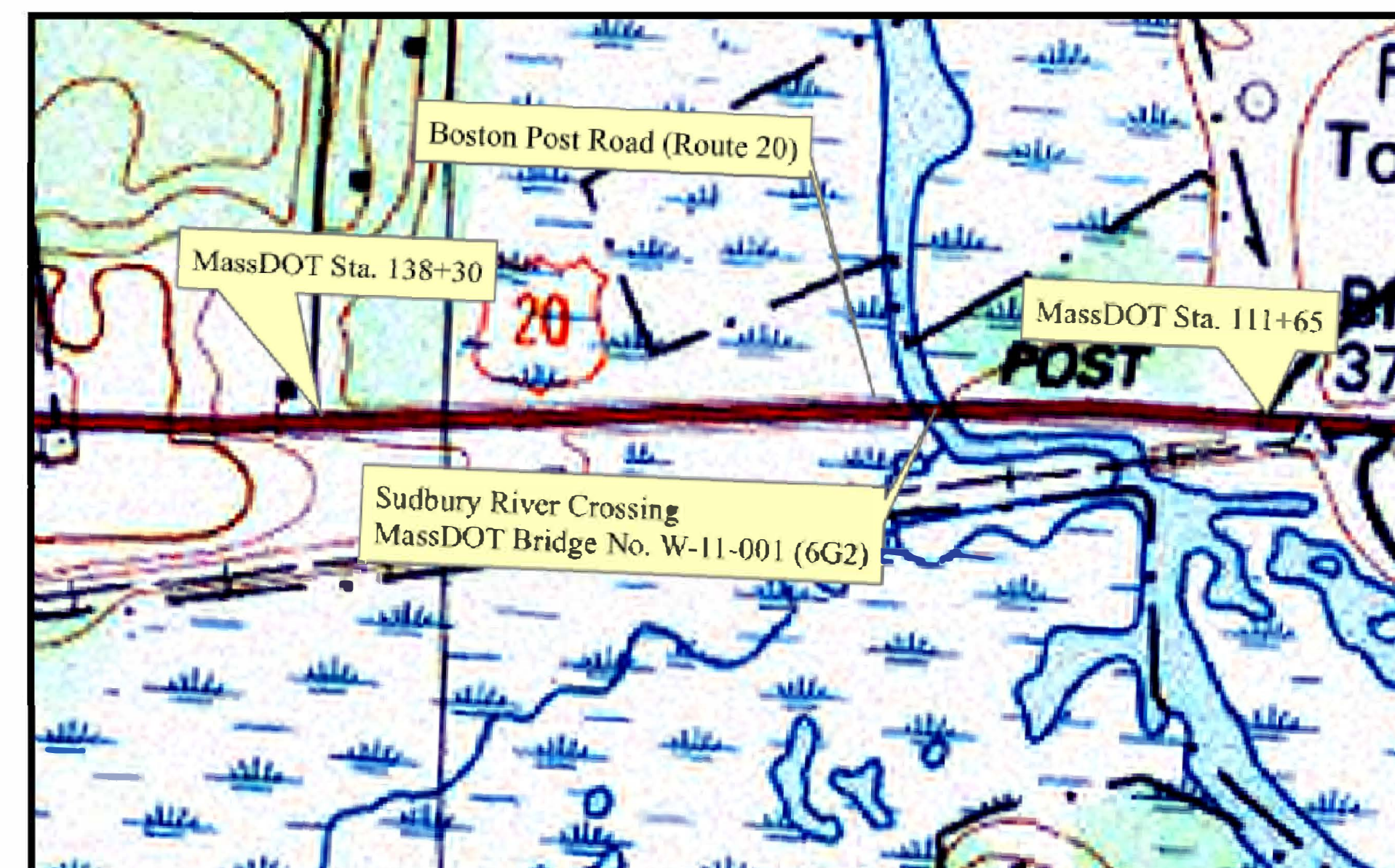
RICHARD PEZZOLESI

TOWN ENGINEER

PAUL BRINKMAN, P.E.

SHEET INDEX

- C-1 - MASSDOT STA. 138+30 TO MASSDOT STA. 130+00
- C-2 - MASSDOT STA. 130+00 TO MASSDOT STA. 119+50
- C-3 - MASSDOT STA. 119+50 TO MASSDOT STA. 111+65
- C-4 - DETAIL SHEET I
- C-5 - DETAIL SHEET II



LOCATION PLAN
NO SCALE

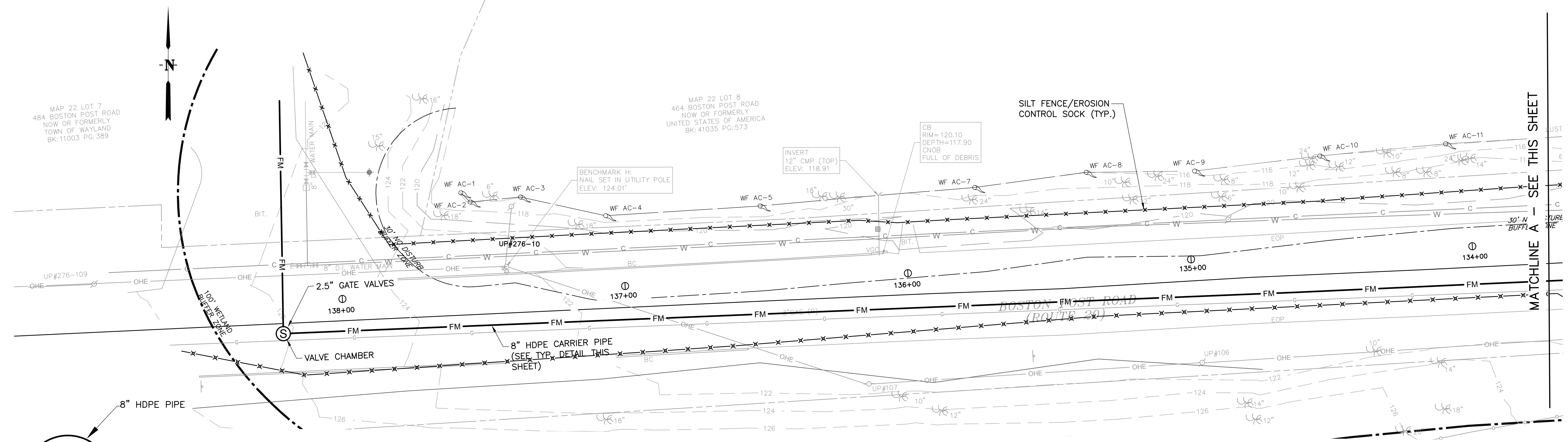
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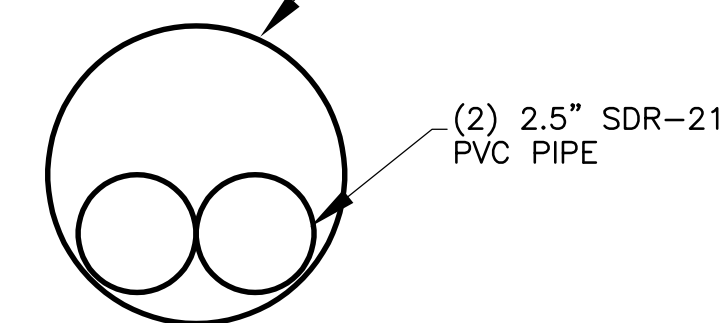
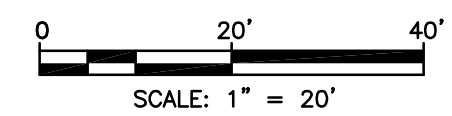
TATA & HOWARD

MAP 22 LOT 7
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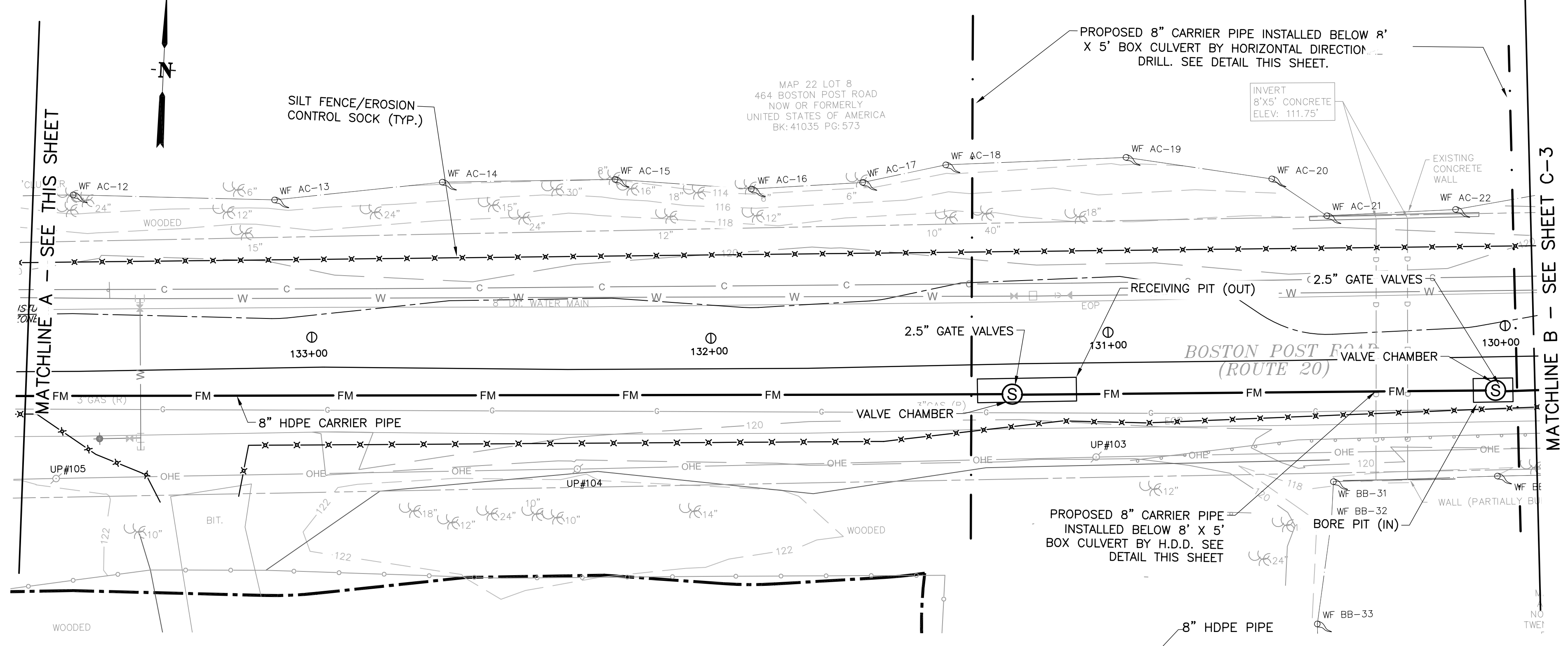
MAP 22 LOT 8
464 BOSTON POST ROAD
NOW OR FORMERLY
UNITED STATES OF AMERICA
BK:41035 PG:573



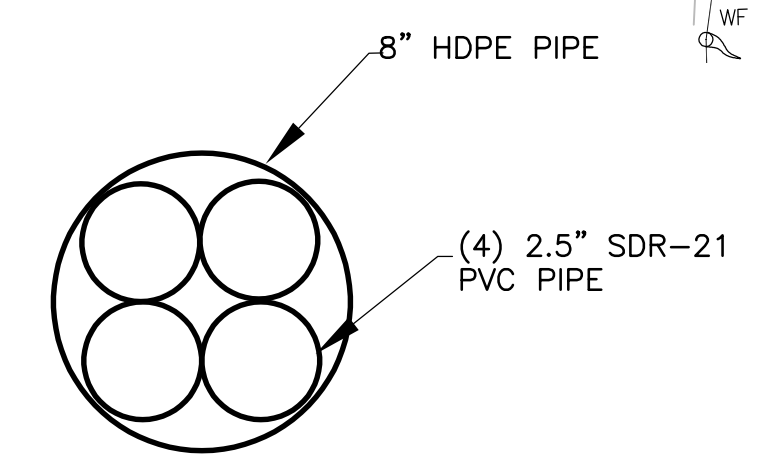
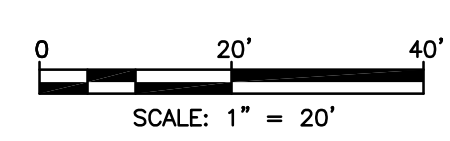
BOSTON POST ROAD MASSDOT STA. 138+30 TO MASSDOT STA. 133+45



DIRECT BURY 8" CARRIER PIPE DETAIL



BOSTON POST ROAD MASSDOT STA. 133+45 TO MASSDOT STA. 130+00



DIRECTIONAL DRILL 8" CARRIER PIPE DETAIL

TOWN OF WAYLAND
MASSACHUSETTS
ROUTE 20 SEWER CONCEPTUAL DESIGN

BOSTON POST ROAD
MASSDOT STA. 138+30 TO
MASSDOT STA. 130+00

Rev.	Date	Description

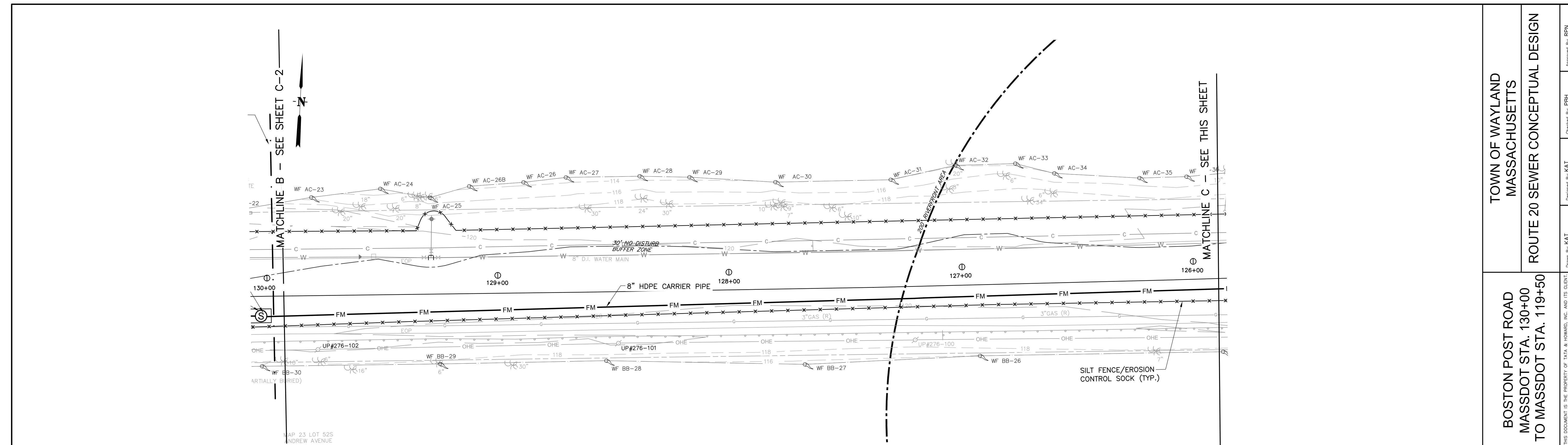
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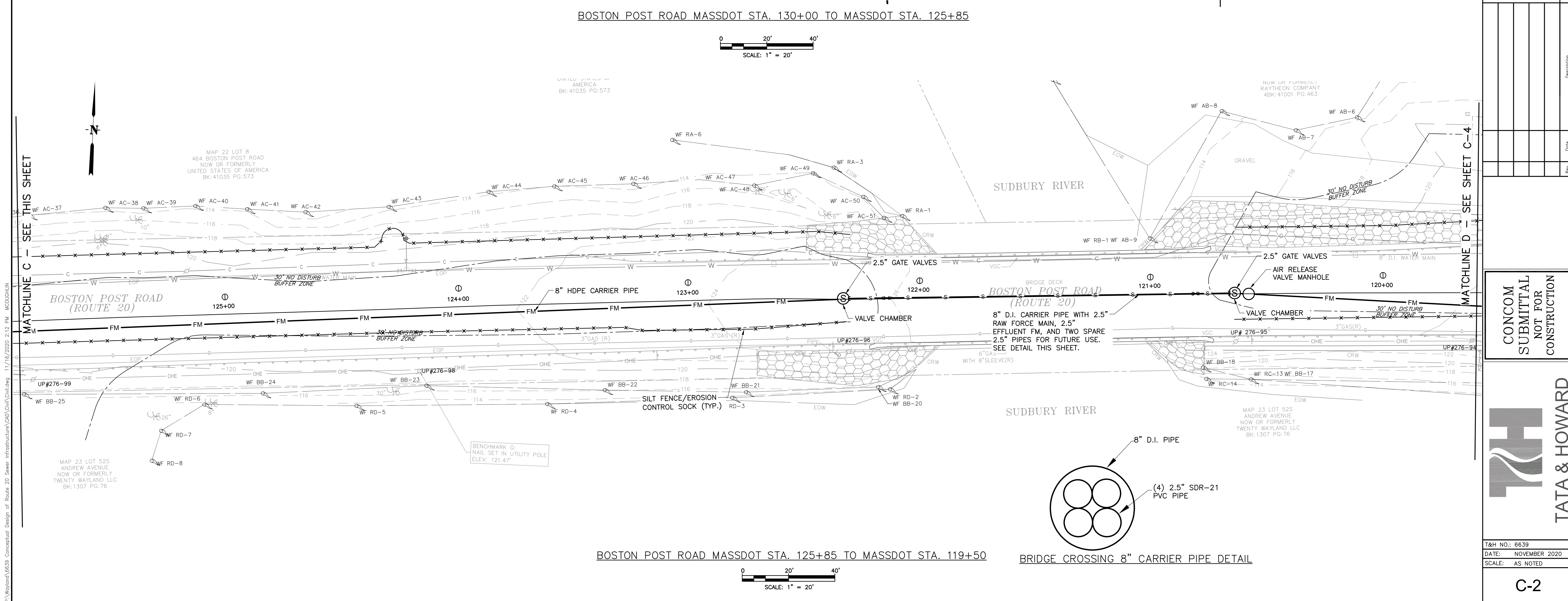
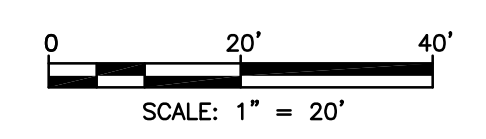
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DATE: NOVEMBER 2020
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C-1

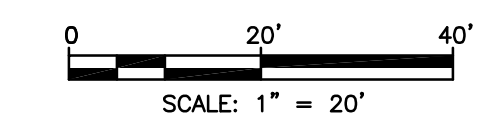
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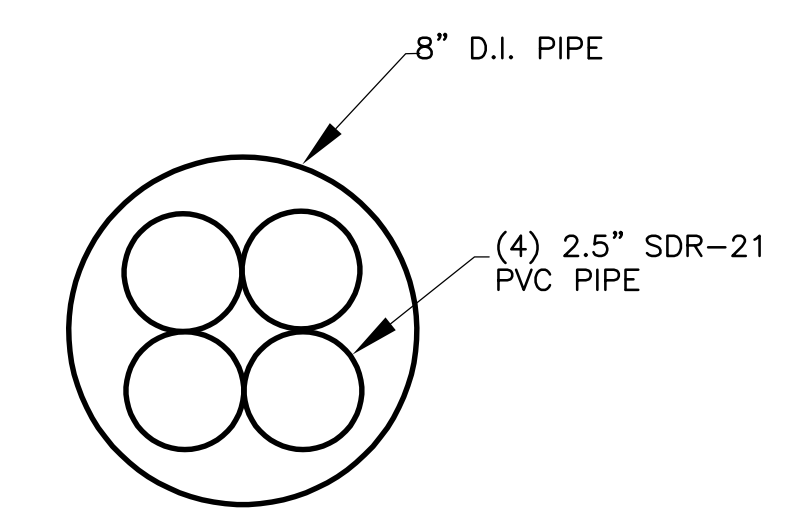
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BOSTON POST ROAD MASSDOT STA. 125+85 TO MASSDOT STA. 119+50



BRIDGE CROSSING 8" CARRIER PIPE DETAIL



TOWN OF WAYLAND
MASSACHUSETTS

BOSTON POST ROAD
MASSDOT STA. 130+00
TO MASSDOT STA. 119+50

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CONSTRUCTION

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TATA & HOWARD

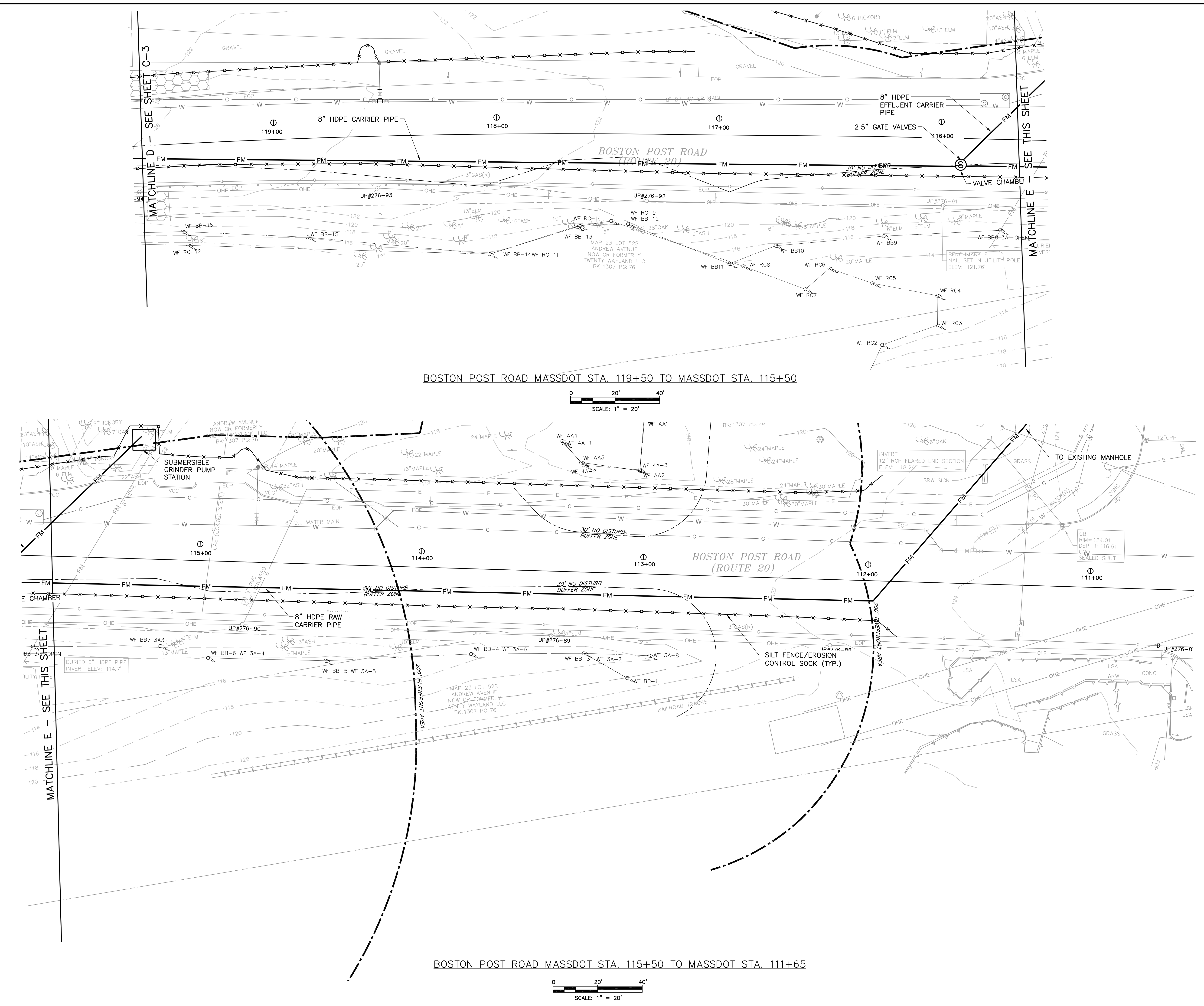
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C-2

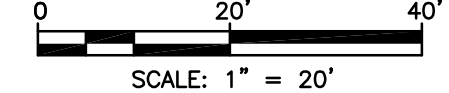
Designed By: KAT	Approved By: RPN
Drawn By: KAT	Checked By: PBH

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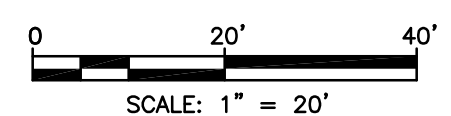
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BOSTON POST ROAD MASSDOT STA. 115+50 TO MASSDOT STA. 111+65

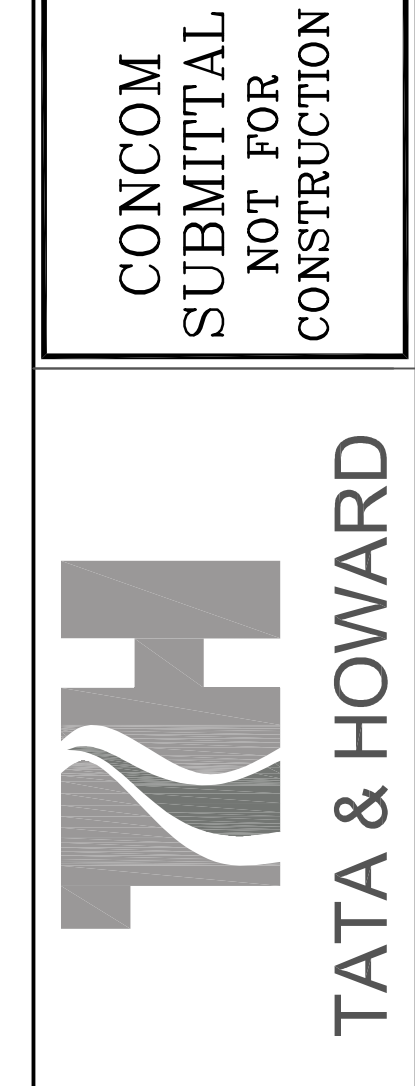


TOWN OF WAYLAND
MASSACHUSETTS

BOSTON POST ROAD
MASSDOT STA. 119+50 TO
MASSDOT STA. 111+65

Rev.	Date	Description

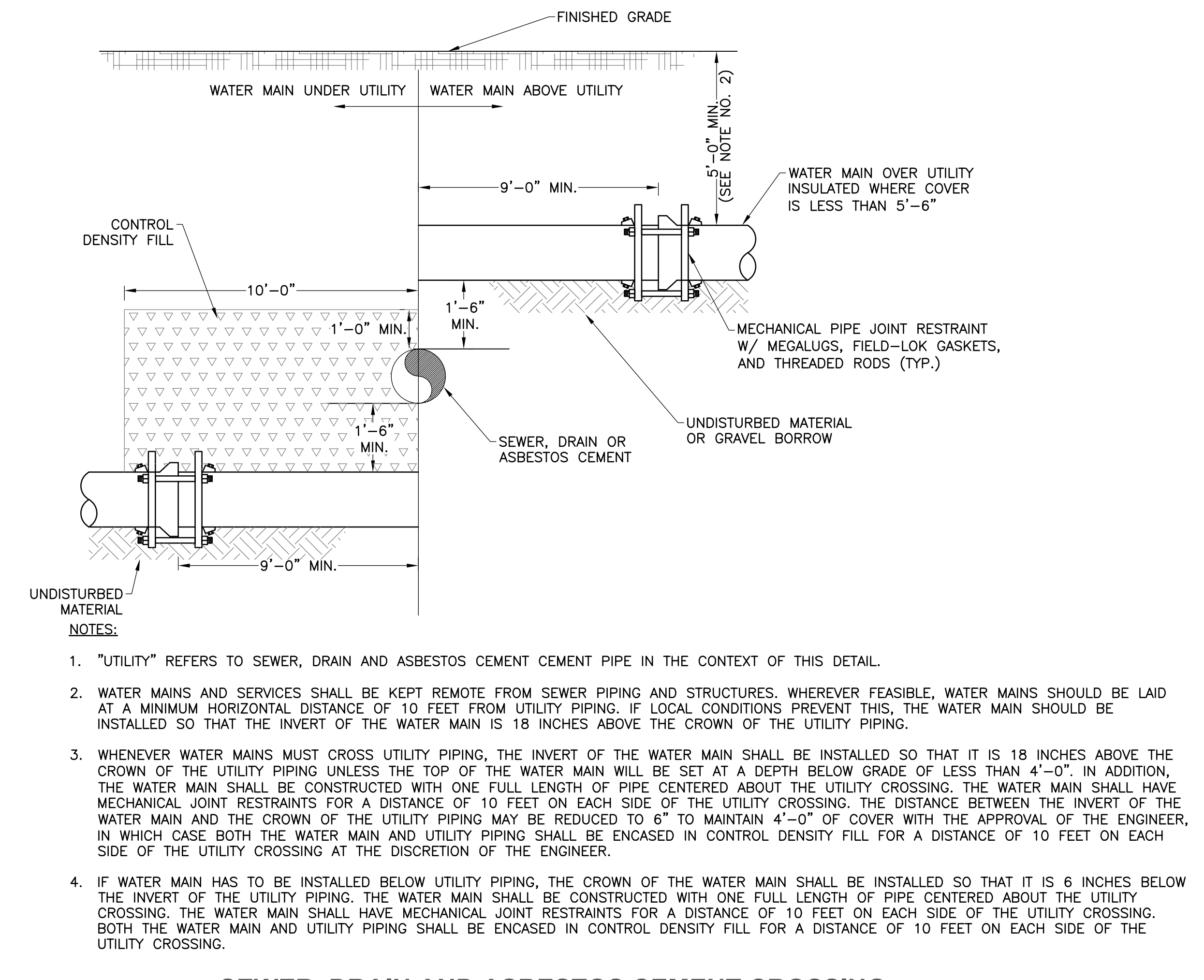
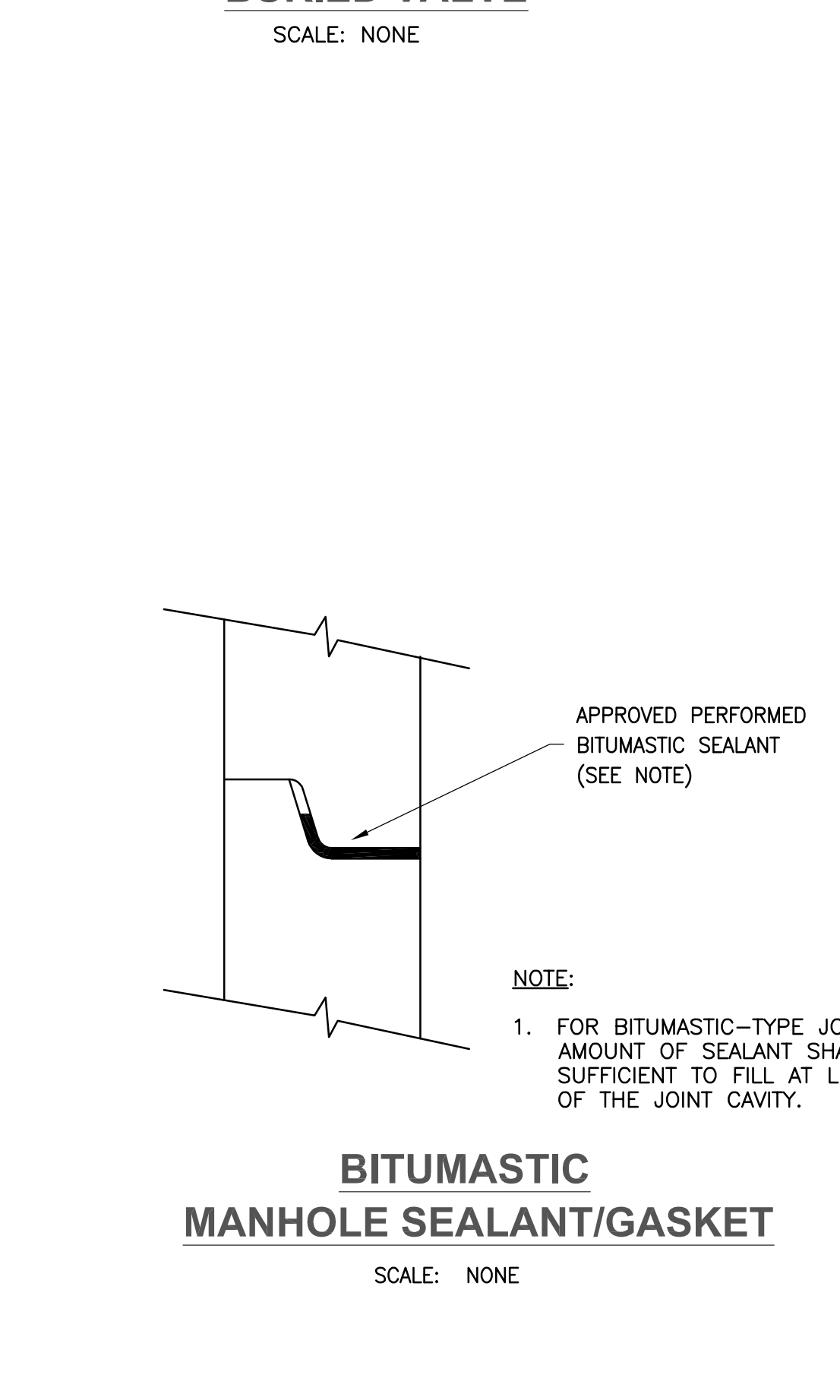
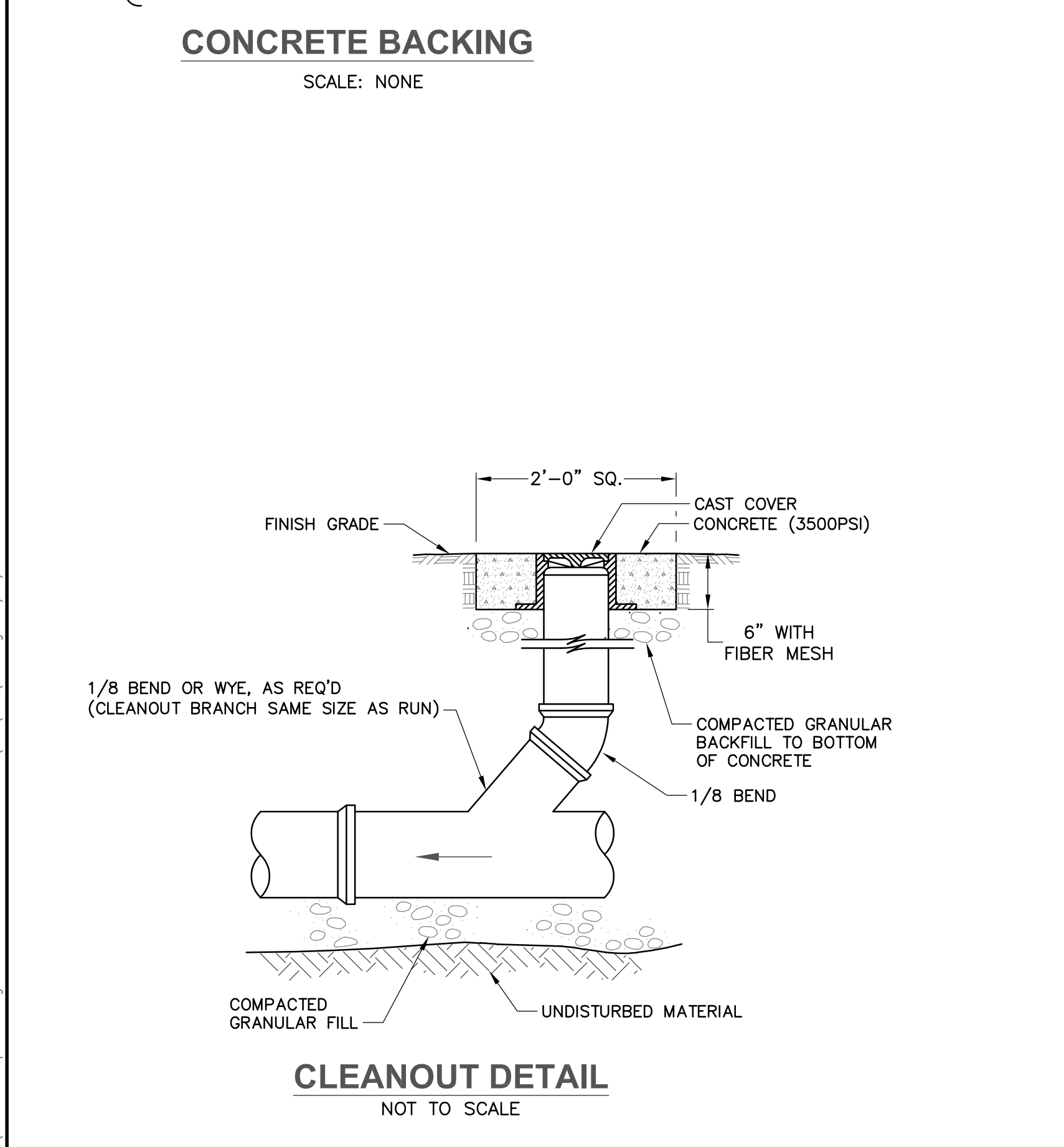
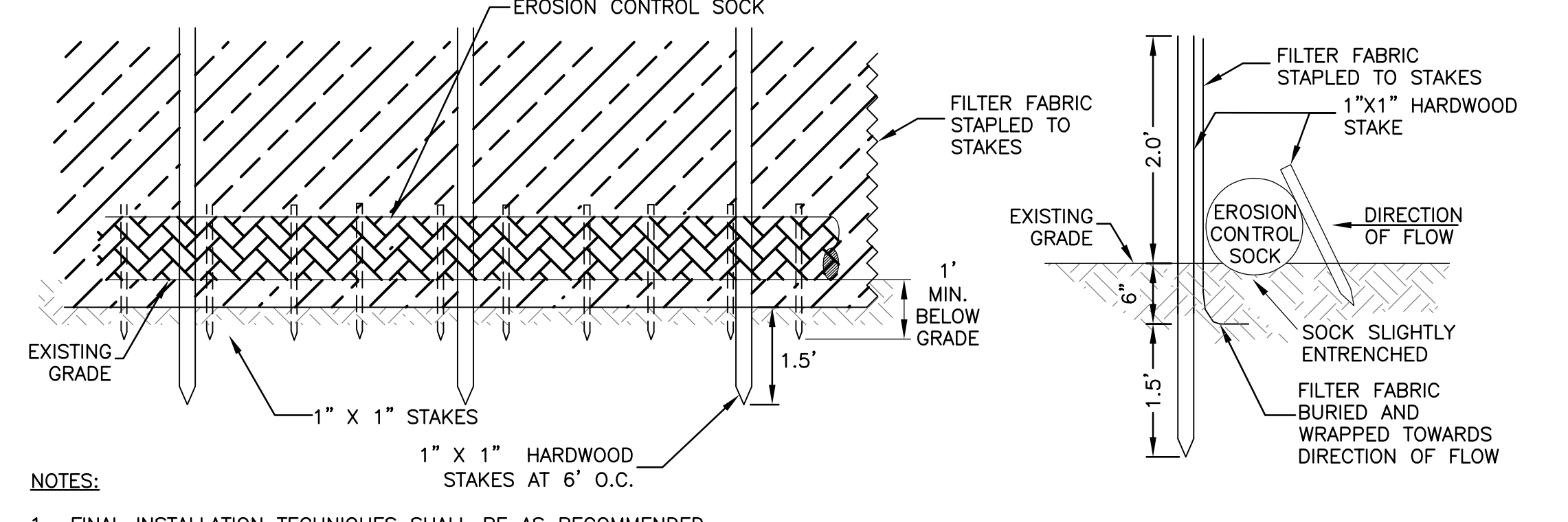
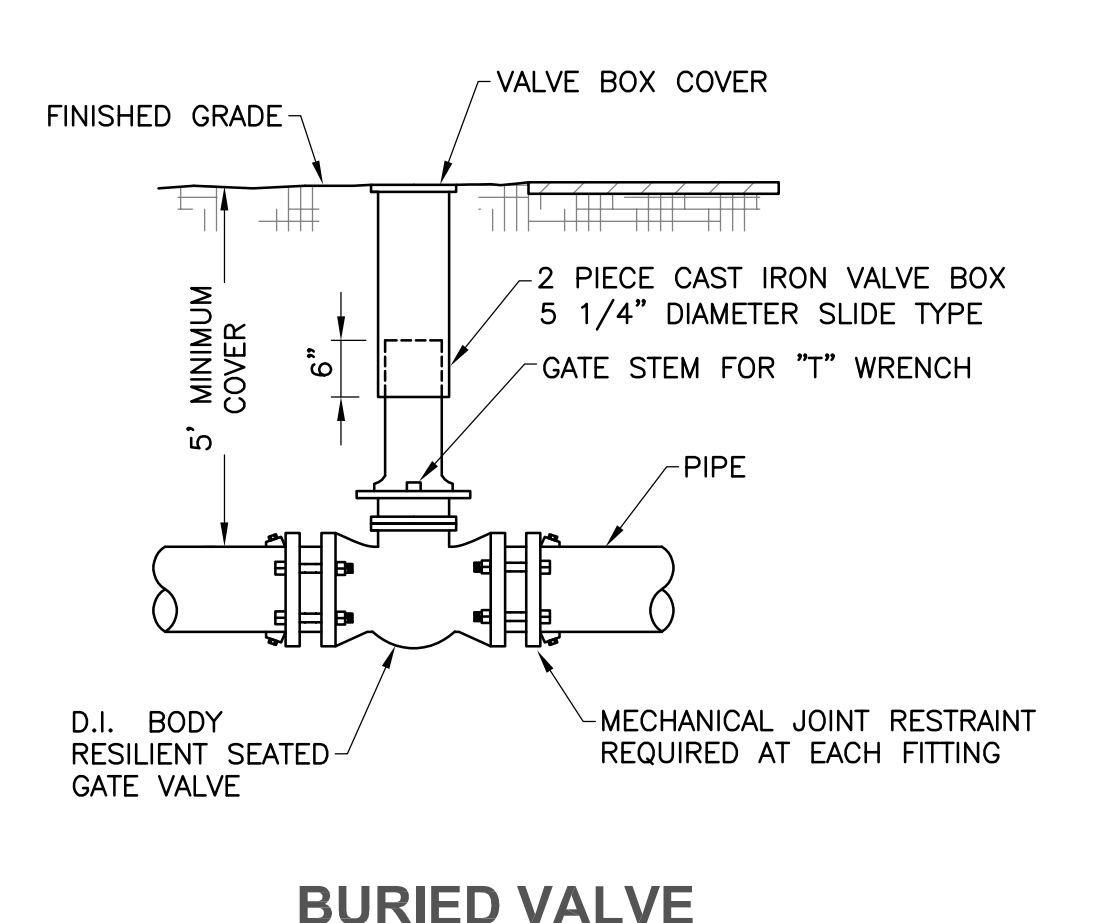
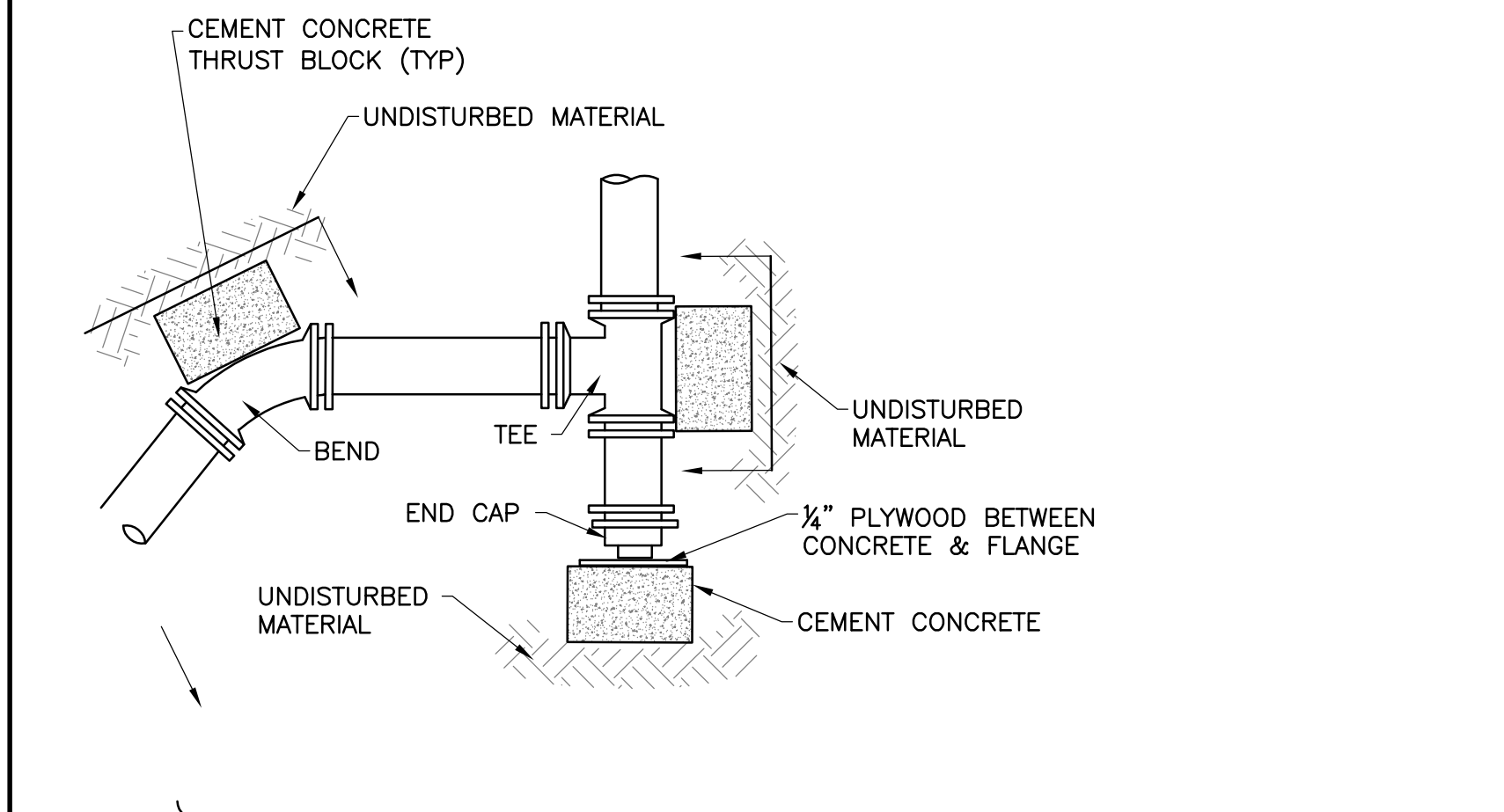
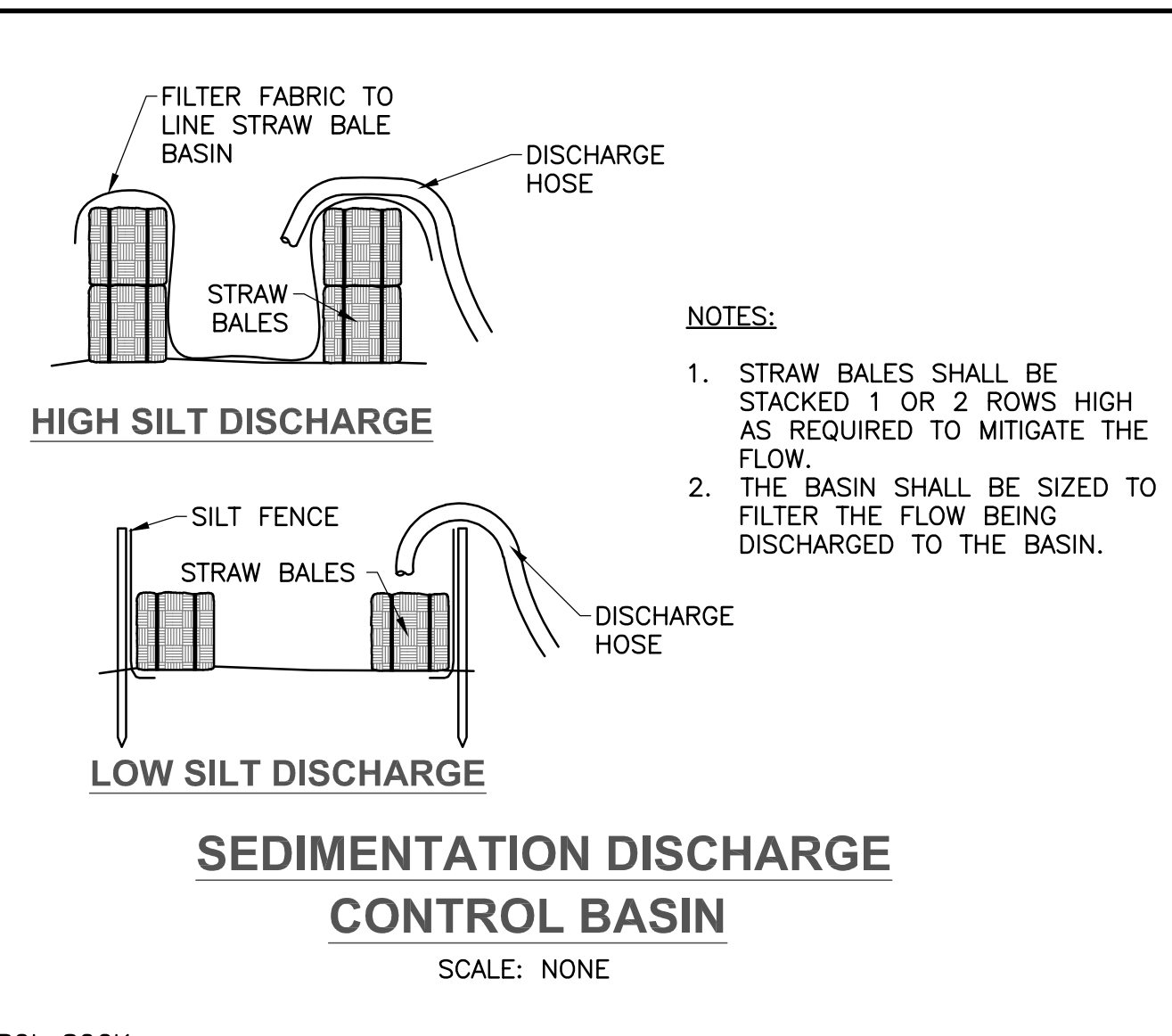
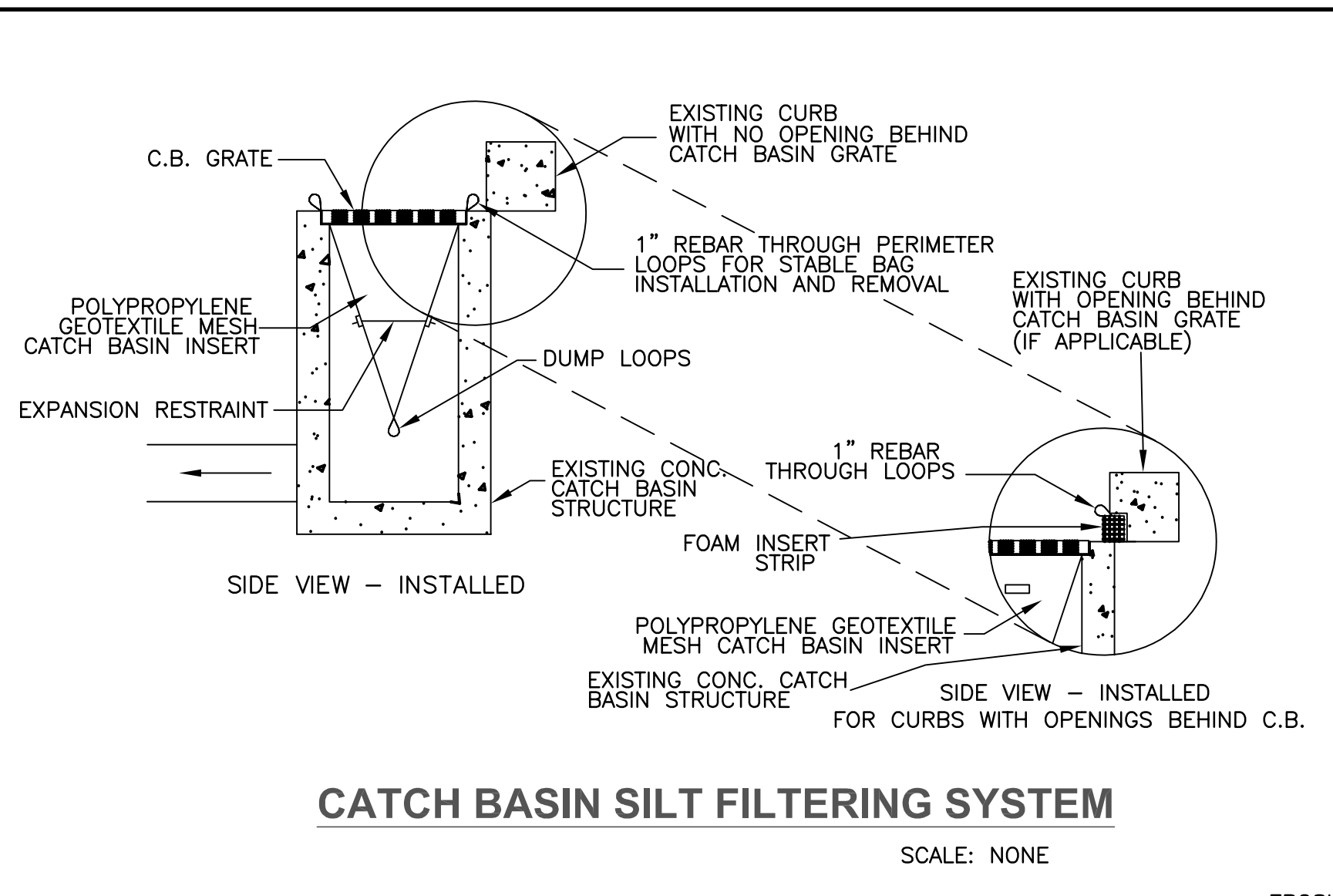
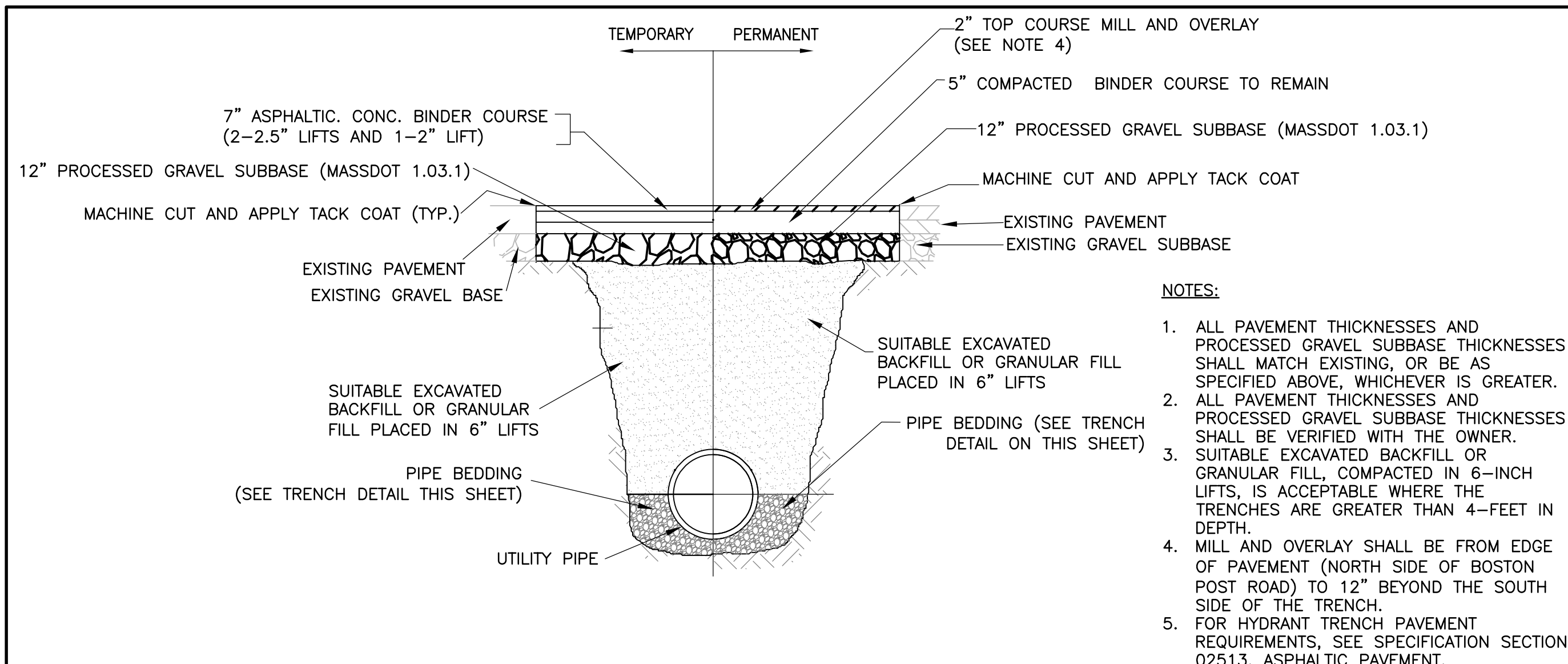
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T&H NO.: 6639
DATE: NOVEMBER 2020
SCALE: AS NOTED

C-3

Designed By: KAT
Checked By: PBH
Approved By: RPN



TOWN OF WAYLAND MASSACHUSETTS

ROUTE 20 SEWER CONCEPTUAL DESIGN

DETAIL SHEET I

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TATA & HOWARD

T&H NO.: 6639
DATE: NOVEMBER 2020
SCALE: AS NOTED

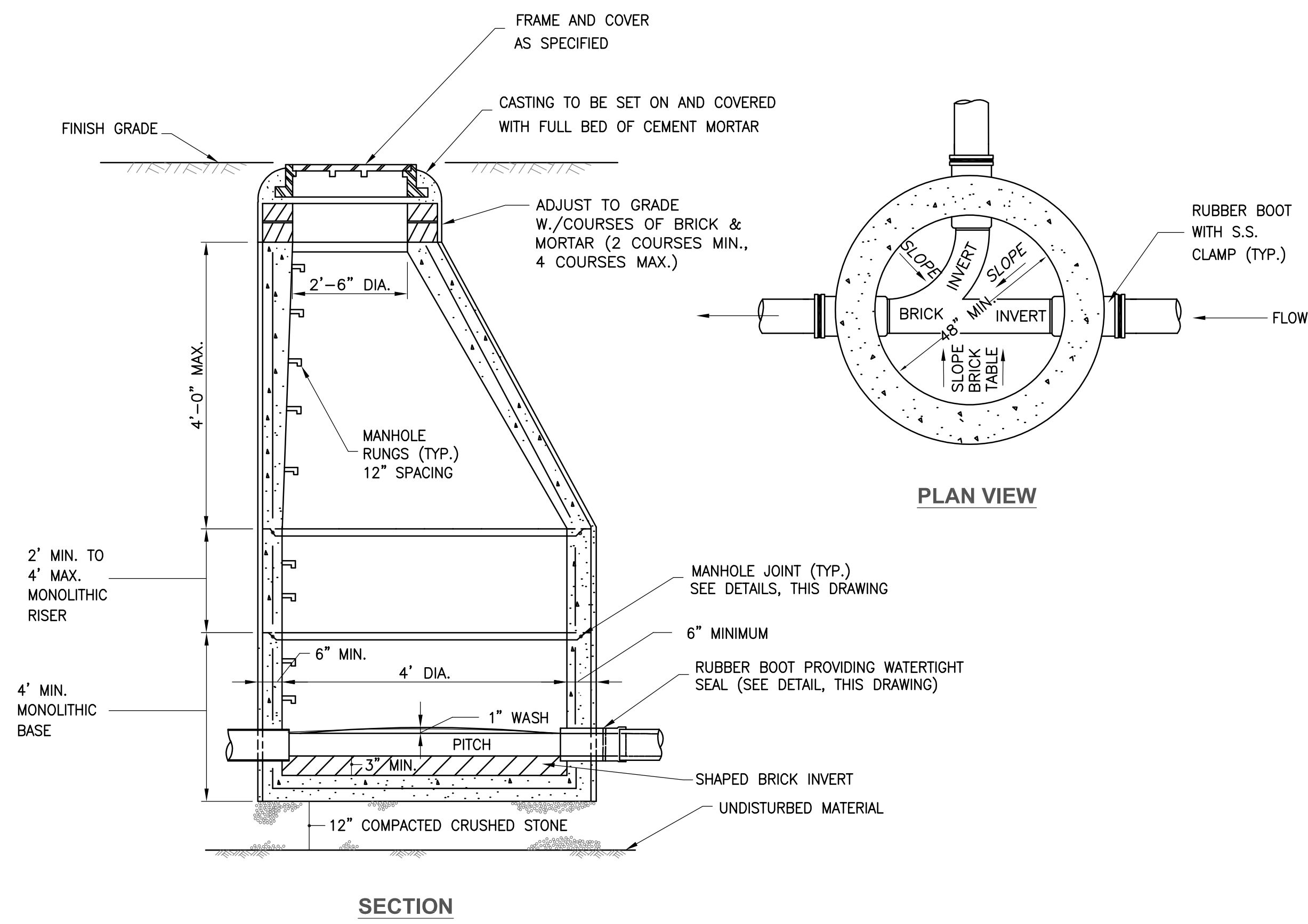
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Approved By: RPN
Checked By: RPH
Designed By: KAT
Drawn By: KAT

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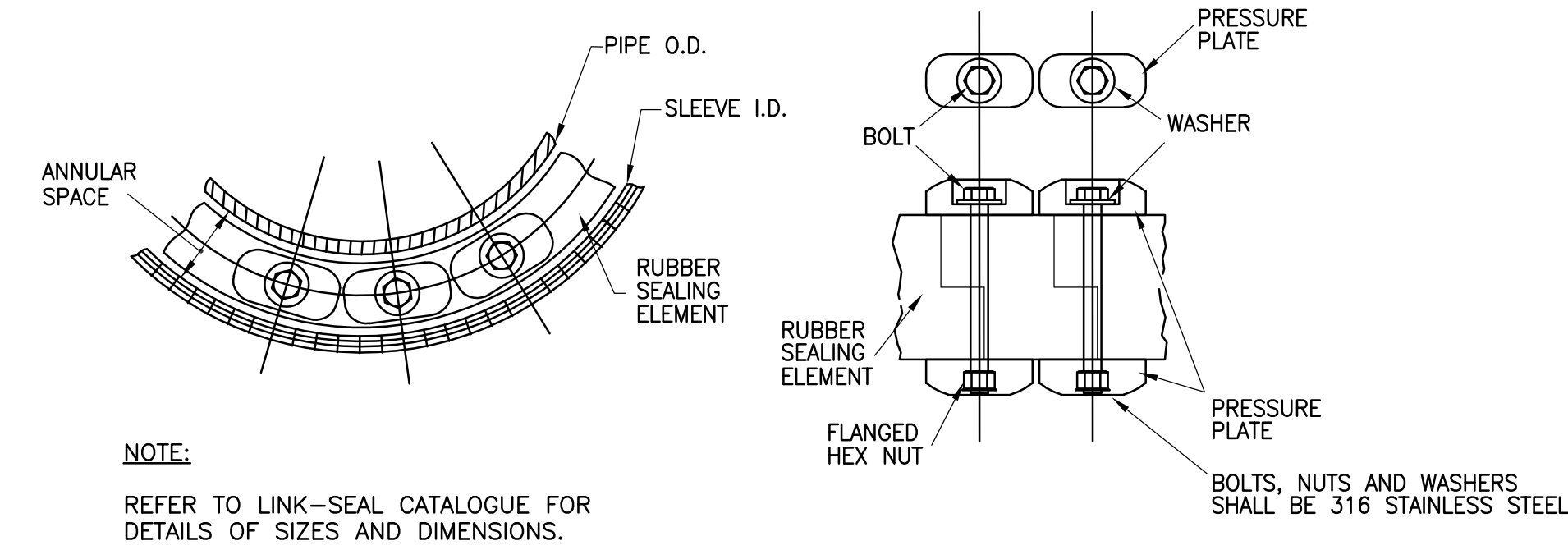
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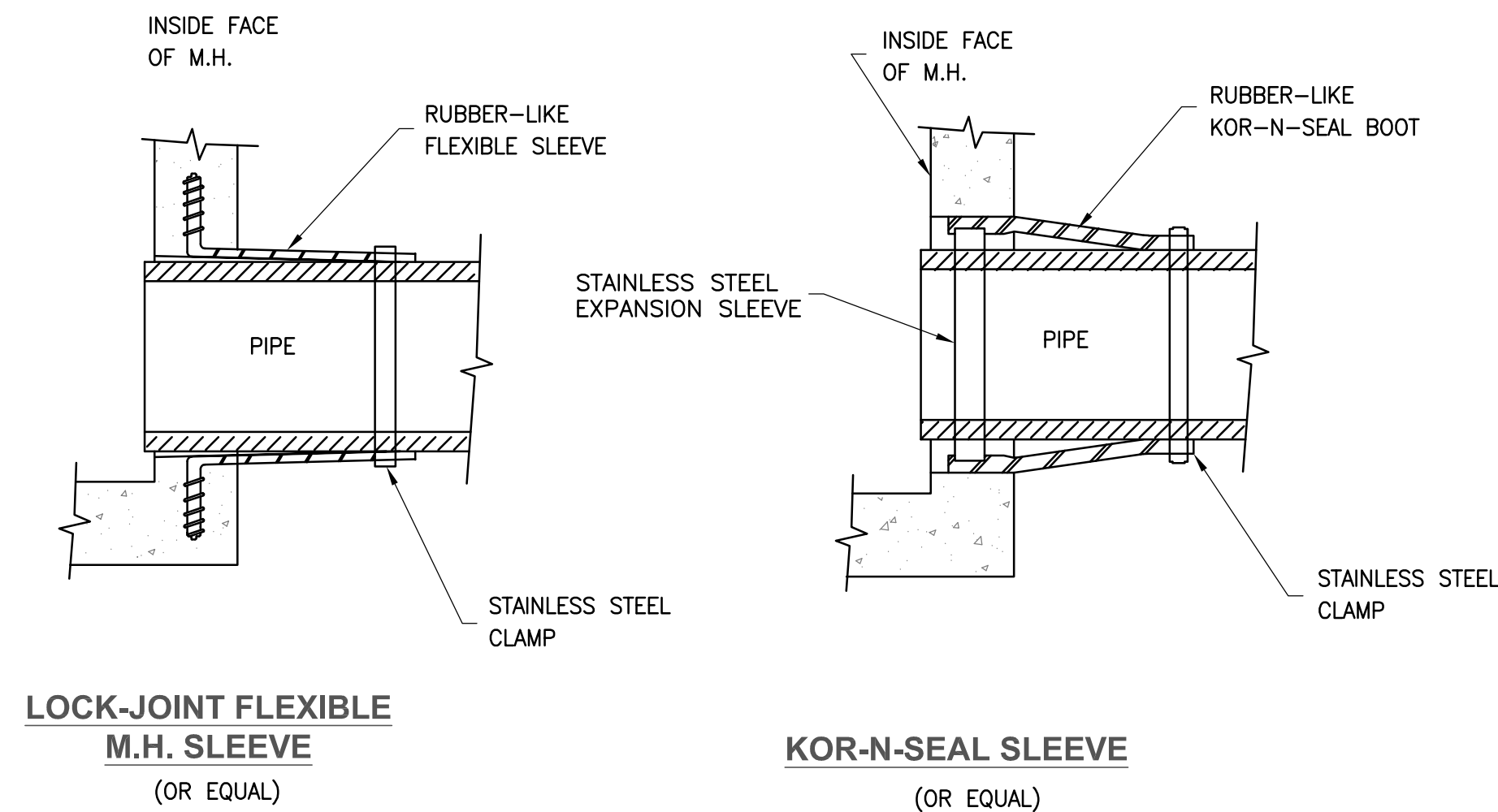
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SCALE: NONE



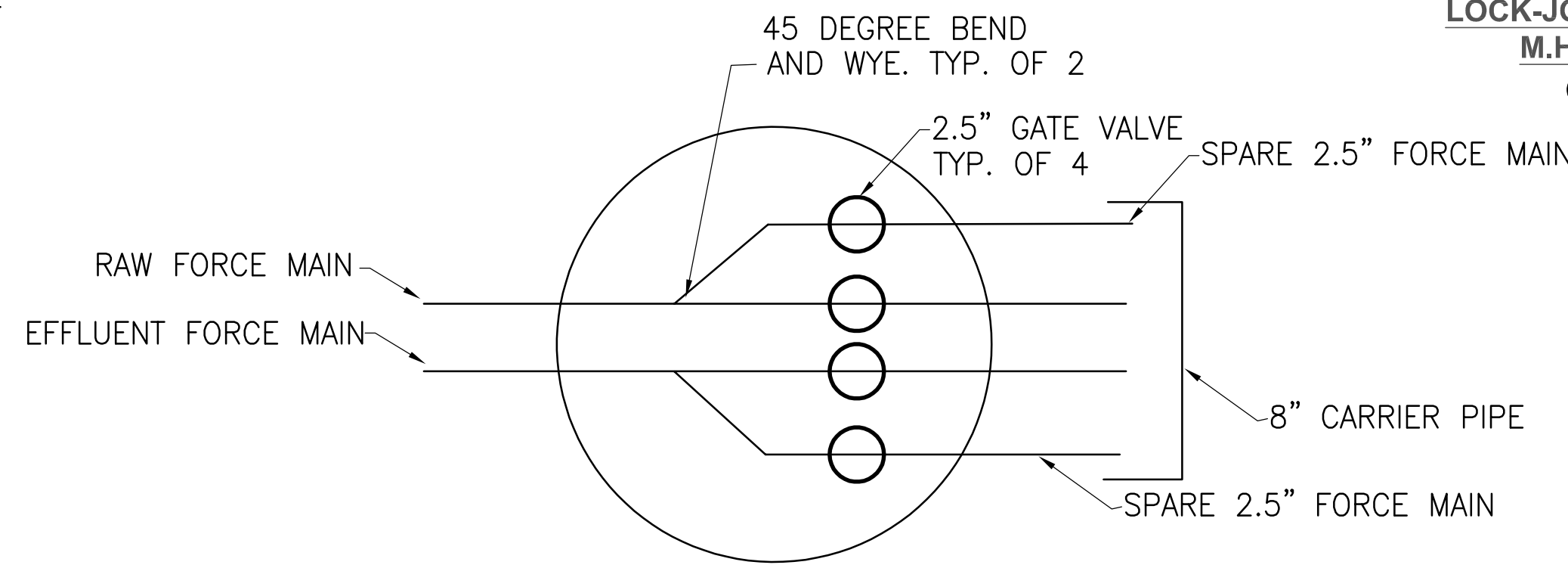
MECHANICAL LINK SEAL DETAIL

SCALE: NONE



SLEEVE FOR MANHOLE WALL PENETRATION

SCALE: NONE

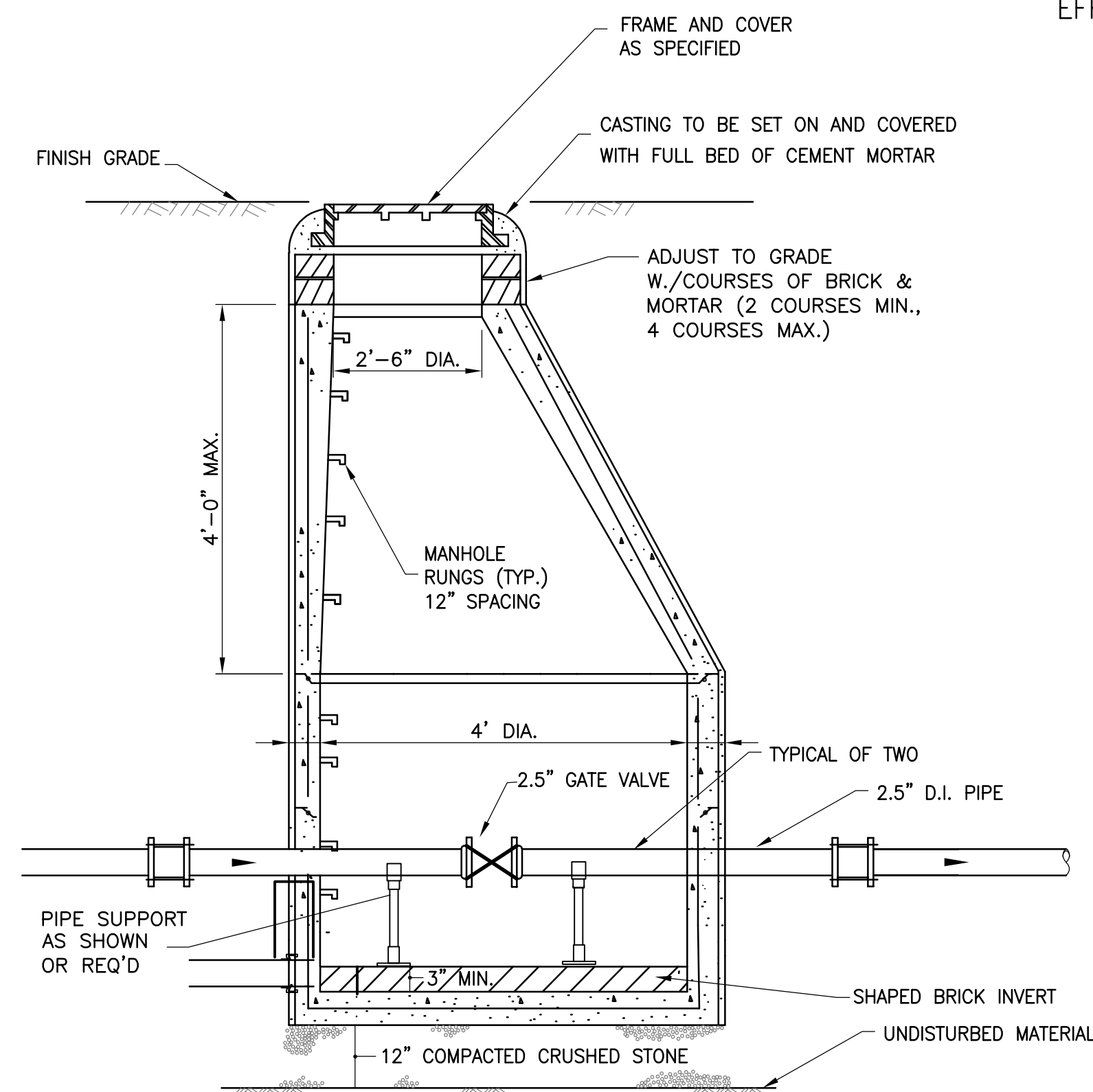


CARRIER PIPE VALVE CHAMBER SCHEMATIC

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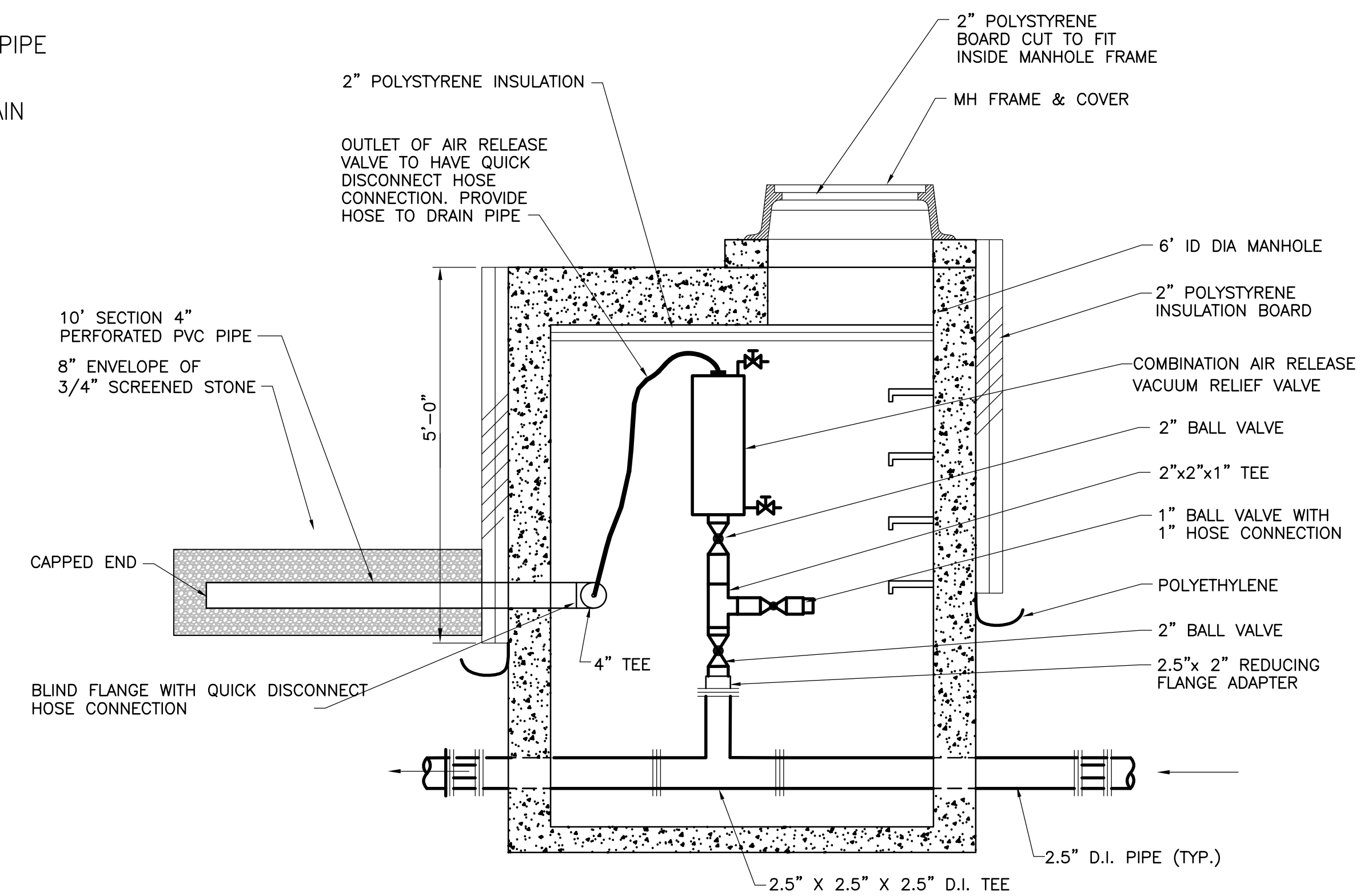
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- PIPES ROTATED FOR CLARITY.



SECTION VALVE CHAMBER

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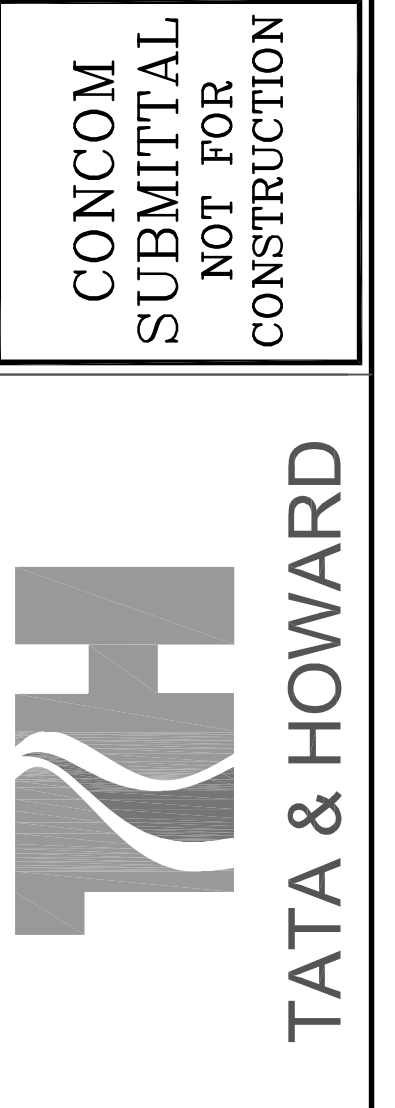


AIR RELEASE VALVE MANHOLE

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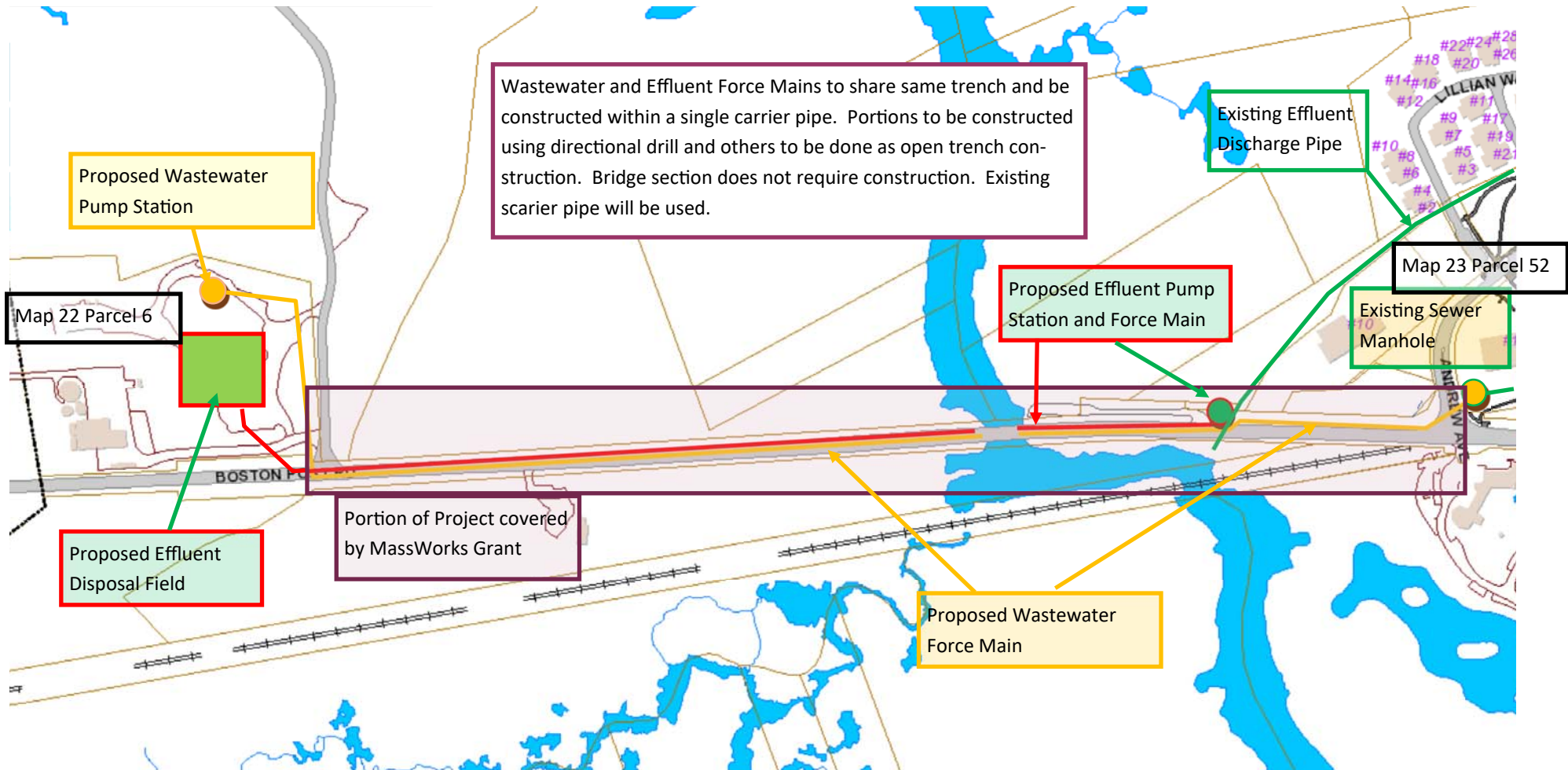
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Site Description—Figure 1 Wayland Route 20 Sewer Extension



Crandall, Seath

Sent: Thursday, December 31, 2020 12:31 PM
Subject: FW: WAYLAND PIP Petition for RTN 3-0036013 and RTN3-0034474
Attachments: RiversEdge Crier LegalAd 10Dec2020RTN3-0036013.pdf;
PIPpetition28dec2020SignedScan.pdf

From: caplumb@comcast.net [<mailto:caplumb@comcast.net>]
Sent: Tuesday, December 29, 2020 3:35 PM
To: Brinkman, Paul <PBrinkman@wayland.ma.us>
Cc: Miller, Louise <lmiller@wayland.ma.us>; BGould@CMGenv.com; gmagnuson@cmgenv.com
Subject: FW: WAYLAND PIP Petition for RTN 3-0036013 and RTN3-0034474

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

Hello Paul,

At the request of Mr. Ben Gould, Wayland's LSP, I am sending the scanned copy of the original sent to Ben, to you for Public Involvement Plan petition that was sent by certified mail to him on 12/28/2020 for RTN 3-0036013 and RTN3-0034474 as per the notice in the Wayland Town Crier.

How do you suggest that I make sure the original signed petition goes to the appropriate Potentially Responsible Party for the Town?

On his advice, I will create a typed list of the petitioners and collect the emails. Also, do you have a date for when the town will be submitting the Permanent Solution Statement for RTN 3-34474?

Regards,
Carole Plumb

Sent: Tuesday, December 29, 2020 2:54 PM
To: Ben Gould <BGould@cmgenv.com>; caplumb@comcast.net
Cc: 'Paul Brinkman (PBrinkman@wayland.ma.us)' <PBrinkman@wayland.ma.us>; 'LMiller@Wayland.MA.US' <LMiller@Wayland.MA.US>; Gary Magnuson <GMagnuson@cmgenv.com>
Subject: Re: WAYLAND PIP Petition for RTN 3-0036013 and RTN3-0034474

The PRP/Town (LSP can do it on their behalf) is responsible for responding to the petition, conducting interviews and preparing the Public Involvement Plans, and implementing the public involvement activities.

From: Ben Gould <BGould@cmgenv.com>
Sent: Tuesday, December 29, 2020 11:00:29 AM
To: caplumb@comcast.net
Cc: 'Paul Brinkman (PBrinkman@wayland.ma.us)'; 'LMiller@Wayland.MA.US'; Gary Magnuson
Subject: RE: WAYLAND PIP Petition for RTN 3-0036013 and RTN3-0034474

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms. Plumb,

Yes, your email arrived yesterday afternoon, and was able to open the attached petition.

For clarification, the Town of Wayland currently has two open RTNs for the property addressed as 484 Boston Post Road (also addressed as 490 BPRd):

- 3-34474 pertains to discovery of >1 pound of asbestos in building materials contained within the large soil & debris stockpile formerly located on this property (reported to DEP on 8/14/17). The Town is in the process of closing out this RTN through submittal of a Permanent Solution Statement. [Note: The two prefix zeroes in RTNs ("3-0036013") are optional except for the few towns which DEP has moved from one of their regions to another (Westford is one such town, having moved from Region 2 to Region 3).]
- 3-36013 pertains to identification of metals in soil & groundwater, polynuclear aromatic hydrocarbons in soil, and ammonia in groundwater at levels above applicable DEP reporting concentrations. The Vertex Companies, Inc. identified these contaminants during subsurface investigation of the property for a prospective purchaser in March-May 2017 and provided that information to Wayland on 8/7/19 (this report is publicly available at https://www.wayland.ma.us/sites/g/files/vyhliif4016/f/uploads/final-wayland.ma_484-490_boston_post.rd_phase_iii1.pdf). The town reported contaminant information to DEP on 12/2/19.

The only connection between these two RTNs is that they designate releases on the same parcel of land, and both are apparently due to past uses of the property. The Town of Wayland does not intend to link these two RTNs. Therefore, I believe your petition for Public Involvement Plan designation should pertain only to RTN 3-36013. (It is your prerogative to request PIP designation for both RTNs, but DEP does not make this designation on sites that have achieved a Permanent Solution [see 310 CMR 40.1404(2)(c)].)

Process: Your petition for PIP designation needs to go to the Town of Wayland (the Potentially Responsible Party) and DEP (Bureau of Waste Site Cleanup, Northeast Region). Sending this information to me (as Licensed Site Professional of record for the RTN) is appreciated but not necessary. [Note: some of the handwritten names on your petition are less legible than others – it would be helpful to additionally provide a typed list of the names & addresses of the petition signers. Email addresses would also be useful, though not necessary at this time.] DEP will inform each of the petitioners in writing (within 20 days of receipt) whether or not they will grant PIP designation to the site. Within 80 days of designation as a PIP site, the Potentially Responsible Party will provide a draft PIP plan and hold a public meeting to present this draft plan and solicit public comment. Due to the ongoing pandemic state of emergency, it is likely that the public meetings will be conducted virtually because of limitations on the amount of people allowed to gather in one location.

Please feel free to contact me with any questions.

Benson R. Gould, LSP, LEP
Principal
CMG Environmental, Inc.
67 Hall Road
Sturbridge, MA 01566
Phone 774-241-0901
Fax 774-241-0906
Cell 508-320-0421
Reply to: BGould@CMGenv.com

This transmittal may be privileged or confidential. If it is not clear that you are the intended recipient, you are hereby notified that you have received this transmittal in error; any review, dissemination, distribution or copying of this transmittal is strictly prohibited. If you suspect that you have received this communication in error, please notify us immediately and delete this message and all its attachments.

From: caplumb@comcast.net <caplumb@comcast.net>
Sent: Monday, December 28, 2020 4:41 PM
To: Ben Gould <BGould@cmgenv.com>

Cc: caplumb@comcast.net

Subject: WAYLAND PIP Petition for RTN 3-0036013 and RTN3-0034474

Good Afternoon Mr. Gould,

I am including in this a email the scanned copy of the Public Involvement Plan petition that I have sent by certified mail to you today for RTN 3-0036013 and RTN3-0034474.

Please confirm you are able to open attached pdf file and advise on what the next steps should be.

Kind Regards,

Carole Plumb

17 Bald Rock Rd

Wayland MA 01778

Submitted 12/28/2020

**PETITION FOR PUBLIC INVOLVEMENT PLAN DESIGNATION
RTN 3-0036013 and RTN 3-0034474**

Pursuant to 310 CMR 40.1404 (5), 40.1403 (9), and 40.1405, we, the undersigned residents of Wayland, Massachusetts, respectfully request involvement in response actions to be conducted by the Town of Wayland at 484-490 Boston Post Road, Wayland, MA 01778, RTN 3-0036013 and RTN 3-0034474, and that it be designated a Public Involvement Plan Site under the MA Contingency Plan. As stated in a legal notice published in the December 10, 2020 *Wayland Town Crier* newspaper, an Initial Site Investigation was performed, the property has Tier I Classification, and the opportunity for the public to participate under the DEP's Public Involvement Program is announced. The site location name is River's Edge Planned Development where a large apartment complex is proposed.

The Town first reported releases of hazardous materials at this location to the DEP in 2017, but the Board of Selectmen and senior staff never publicly discuss the cleanup. Public documents and correspondence about this matter, including from the Town's Licensed Site Professional, are not disclosed nor made readily available to other boards or to the community. Our concerns include the impact of site cleanup on wetlands, the Sudbury River, and the impact of groundwater contamination on plans for a future on-site leach field to accommodate about 38,000 gallons/day of wastewater. We would appreciate the opportunity to become better informed and participate under the Public Involvement Program.

NAME (print please)	ADDRESS	PHONE	SIGNATURE
---------------------	---------	-------	-----------

Carole Plumb	17 Bald Rock Rd	508-655-1585	<i>Carole Plumb</i>
Sierra Greenbaum	161 Plain Rd.	508-358-3409	<i>Sierra Greenbaum</i>
Stephen Greenbaum	161 Plain Rd.	508-358-3409	<i>Stephen Greenbaum</i>
DONNA BOUCHARD	72 CONCORD RD.	508.358.4780	<i>Donna Bouchard</i>
DAVID McHARRIS	72 CONCORD RD	5083584780	<i>David McHarris</i>
SARASRA HARRIS	8 HOLIDAY RD.	508 358-2379	<i>Sarasra Harris</i>
GEORGINA HARRIS	8 Holiday Rd.	508-358-2379	<i>Georgina Harris</i>
ANITA	54 ORCHARD LN	508-414-5541	<i>Anita</i>
DAVID McHARRIS	54 ORCHARD LANE	508-769-3074	<i>David McHarris</i>
Anette Lewis	33 Claypit Hill Rd.	508/358-4273	<i>Anette Lewis</i>
Susan Reed	58 GREEN LN	508.358.5495	<i>Susan Reed</i>
STUART EDELMAN	58 GREEN LN	508.358.5495	<i>Stuart Edelman</i>

Submitted on 12/28/2020

WESTON SENIOR SCHEDULE

Contact the COA at 781-786-6280 or coa@westonma.gov for more information.

Friday, Dec. 11

Noon -- Fitness Fridays

Monday, Dec. 14

9 a.m. -- Exercise for Every Body; 10:15 a.m. -- Zumba; 12:30 p.m. -- Project Linus; 1 p.m. -- yoga; 1:30 p.m. -- Italian course

Tuesday, Dec. 15

9 a.m. -- seated strength and balance; 9:30 a.m. -- tai chi; 10 a.m. -- TV series screening: "The Queen's Gambit"; 10 a.m. -- Ask an Attorney; 1 p.m. -- TV series screening: "The Crown"; 1:30 p.m. -- Spanish with Raquel; 2 p.m. -- ukulele lesson

Wednesday, Dec. 16

10 a.m. -- Open Art Studio; 10 a.m. -- meditation; 11 a.m. -- Functional Fitness; 1 p.m. -- Stretch & Balance; 1 p.m. -- holiday cheer drive-through gift pickup; 1 p.m. -- strength management and resiliency training; 4 p.m. -- Pilates

Thursday, Dec. 17

9:30 a.m. -- yoga; 10 a.m. -- caregivers support group; noon -- Line Dancing II; 12:50 p.m. -- trail walk; 1 p.m. -- neuropathy support group; 1:30 p.m. -- Line Dancing I

Legal Notices

485 BOSTON POST RD WAYLAND
LEGAL NOTICE
NOTICE OF INITIAL SITE INVESTIGATION
AND
TIER I CLASSIFICATION
484 BOSTON POST ROAD, WAYLAND
DEP RTN 3-36013

Pursuant to the Massachusetts Contingency Plan (310 CMR 40.0480), an Initial Site Investigation has been performed at the above referenced location.

A release of oil and/or hazardous materials has occurred at this location, which is a disposal site, (defined by M.G.L. c. 21E, Section 2). This site has been classified as Tier I, pursuant to 310 CMR 40.0500. Response actions at the site will be conducted by the Town of Wayland who has employed Mr. Benson R. Gould (LSP #9923) to manage response actions in accordance with the Massachusetts Contingency Plan (310 CMR 40.0000).

M.G.L. c. 21E and the Massachusetts Contingency Plan provide additional opportunities for public notice and involvement in decisions regarding response actions at disposal sites: 1) The Chief Municipal Officer and Board of Health of the community in which the site is located will be notified of major milestones and events, pursuant to 310 CMR 40.1403; and 2) Upon receipt of a petition from ten or more residents of the municipality in which the disposal site is located, or of a municipality potentially affected by a disposal site, a plan for involving the public in decisions regarding response actions at the site will be prepared and implemented, pursuant to 310 CMR 40.1405.

To obtain more information on this disposal site and the opportunities for public involvement during its remediation, please contact CMC Environmental, Inc. of 67 Hall Road, Sturbridge MA 01566 at 774-241-0901.

AD# 13929587
Wayland Town Crier 12/10/20

BACKMAN ESTATE
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
MIDDLESEX Division
208 Cambridge Street
Cambridge, MA 02141
(617) 768-8000
Docket No. M120P5253EA
INFORMAL PROBATE PUBLICATION
NOTICE

Estate of: Roger A Backman

Date of Death: 10/04/2020

To all persons interested in the above-captioned estate, by Petition of Petitioner Robert C. Backman of Wayland, MA a Will has been admitted to informal probate.

Robert C. Backman of Wayland, MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

AD# 13929612
Wayland Weston Town Crier 12/10/2020

ZBA/ 46 NORTHGATE RD
LEGAL NOTICE
TOWN OF WESTON MASSACHUSETTS
BOARD OF APPEALS

HEARING NOTICE

Notice is hereby given that the Board of Appeals of the Town of Weston will hold a public hearing on December 16, 2020 at

TA/RFPS

LEGAL NOTICE
Request for Proposals (RFP)
TOWN OF WAYLAND

In accordance with Chapter 30B it is the intention of the Town of Wayland to seek proposals from qualified firms to provide Covid 19 Surveillance Testing in the Town of Wayland Public Schools.

Project: Qualified firms will be required to provide Covid 19 Surveillance Testing in the Town of Wayland Public Schools per the bid specifications. All permits, licenses, equipment, labor, supplies required to conduct the work are the responsibility of the Contractor. Work under this Contract shall be paid for at the agreed on bid proposal prices, which shall constitute full compensation for all material, labor, equipment, etc., required to satisfactorily complete the work.

Location: Town of Wayland

Contract Term: 3-6 months

Proposals due: December 28th, 2020 at 10:00 am, 41 Cochituate Rd., Wayland, MA 01778

All inquiries regarding this RFP shall be directed to the Town's Purchasing Officer:

John Bugbee
Town of Wayland
Asst. Town Administrator
41 Cochituate Rd.
Wayland, MA 01778
jbugbee@wayland.ma.us
508.358.6821 p.
781.960.5200 c.

AD#13929588
WC 12/10/20

TA/RFPS/MWRA

LEGAL NOTICE
Request for Proposals (RFP)
TOWN OF WAYLAND

In accordance with Chapter 30B it is the intention of the Town of Wayland to seek qualifications from qualified firms to provide engineering services related to the evaluations associated with the conversion of the municipal water supply in Wayland from the Town owned well-sources to the Massachusetts Water Resources Authority (MWRA).

Location: Town of Wayland

Proposals due: December 28th, 2020 at 10:30 am, 41 Cochituate Rd., Wayland, MA 01778

Bid Doc: The RFQ is available at www.wayland.ma.us/bids

All inquiries regarding this RFQ shall be directed to the Town's Purchasing Officer:

John Bugbee
Town of Wayland
Asst. Town Administrator
41 Cochituate Rd.
Wayland, MA 01778
jbugbee@wayland.ma.us
508.358.6821 p.
781.960.5200 c.

AD#13929720
WC 12/10/20

RFQS

LEGAL NOTICE
TOWN OF WESTON
MASSACHUSETTS
REQUEST FOR QUOTES

Town of Weston Transfer Station Removal and installation of spray insulation The Town of Weston is accepting quotes for the removal and replacement of insulation in the office area of the Weston Transfer Station until 10:00AM on December 23, 2020 at the Town of Weston Facilities Office, 89 Wellesley Street, Weston, MA 02493.

Prospective contractors may obtain bid documents by email request to mccartyg@weston.org. Attention is directed to the minimum wage rates to be paid as determined by the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 and 27D inclusive.

The Town reserves the right to waive any

December 2, 2020

Town Administrator Louise L.E. Miller, Esq.
Wayland Town Building
41 Cochituate Road
Wayland, MA 01778

**Re: Notice of Phase I – Initial Site Investigation
River’s Edge Development
484 Boston Post Road, Wayland MA
Release Tracking Number (RTN) 3-36013
CMG ID 2017-160**

Dear Ms. Balmer:

This letter is to inform the chief municipal officer of Wayland, in accordance with 310 CMR 40.1403(3)(e), that the Town of Wayland has submitted a Phase I – Initial Site Investigation Report to the Massachusetts Department of Environmental Protection in support of Tier I classification for RTN 3-36013.

Local officials interested in reviewing the Phase I Report or other Tier II Classification documentation may download an electronic copy from <https://eeaonline.eea.state.ma.us/portal#!/search/wastesite> (the DEP ‘Search for Waste Site & Reportable Releases’ web page) by entering the RTN, selecting ‘Site File Viewer’ from the next web page, and selecting the .pdf file in the Attachments column for Form Name “BWSC107.”

This letter is also to provide you with an advance copy of the legal notice required pursuant to 310 CMR 40.1403(6), which the Town of Wayland will publish in the Wayland Town Crier on December 10, 2020 and a copy of the Disposal Site map for Property. If you are interested in obtaining further information you may contact the undersigned at the letterhead address.

Sincerely,
CMG ENVIRONMENTAL, INC.



Benson R. Gould, LSP, LEP
Principal

cc: Massachusetts DEP, Northeast Regional Office

Enclosures: Copy of legal notice
Figure 2

**NOTICE OF INITIAL SITE INVESTIGATION AND
TIER I CLASSIFICATION**

**484 BOSTON POST ROAD, WAYLAND
DEP RTN 3-36013**

Pursuant to the Massachusetts Contingency Plan (310 CMR 40.0480), an Initial Site Investigation has been performed at the above referenced location.

A release of oil and/or hazardous materials has occurred at this location, which is a disposal site (defined by M.G.L. c. 21E, Section 2). This site has been classified as Tier I, pursuant to 310 CMR 40.0500. Response actions at the site will be conducted by Town of Wayland who has employed Mr. Benson R. Gould (LSP #9923) to manage response actions in accordance with the Massachusetts Contingency Plan (310 CMR 40.0000).

M.G.L. c. 21E and the Massachusetts Contingency Plan provide additional opportunities for public notice of and involvement in decisions regarding response actions at disposal sites: 1) The Chief Municipal Officer and Board of Health of the community in which the site is located will be notified of major milestones and events, pursuant to 310 CMR 40.1403; and 2) Upon receipt of a petition from ten or more residents of the municipality in which the disposal site is located, or of a municipality potentially affected by a disposal site, a plan for involving the public in decisions regarding response actions at the site will be prepared and implemented, pursuant to 310 CMR 40.1405.

To obtain more information on this disposal site and the opportunities for public involvement during its remediation, please contact CMG Environmental, Inc. of 67 Hall Road, Sturbridge MA 01566 at 774-241-0901.

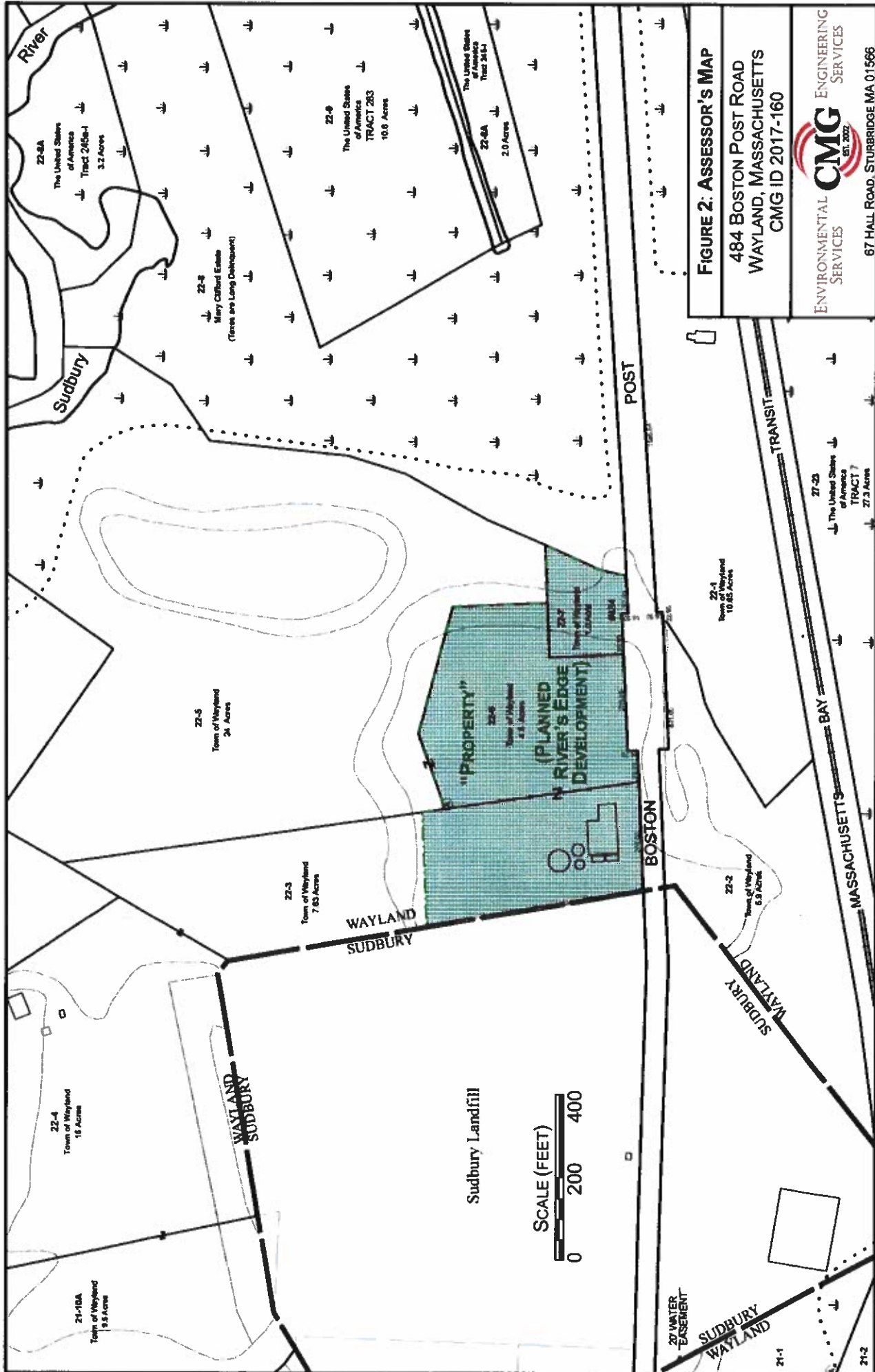


FIGURE 2: ASSESSOR'S MAP
 484 BOSTON POST ROAD
 WAYLAND, MASSACHUSETTS
 CMG ID 2017-160

ENVIRONMENTAL **CMG** ENGINEERING SERVICES
EST. 2002

87 HALL ROAD, STURBRIDGE MA 01566





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
STEVEN J. CORREIA
DOUGLAS J. LEARD
JOSEPH F. NOLAN
MICHAEL L. TICHNOR
WILLIAM D. WHITNEY

July 28, 2008

Laura Whitney
Glover Property Management Inc.
8 Doaks Lane
Marblehead MA 01945

Dear Laura:

Attached is an executed original of the "Amendment No. 1 to Ground Lease" between the Town of Wayland and Horizon Towers LLC.

Please note, the lease is subject to the issuance of a special permit by the Planning Board for any additional co-locators.

Thank you.

Sincerely,

Mary Ann DiNapoli
Executive Assistant
Board of Selectmen

/enc

AMENDMENT No. 1 to GROUND LEASE

Reference is made to the ground lease agreement ("Lease Agreement,") dated November 7, 2005 by and between TOWN OF WAYLAND, A Massachusetts Municipal Corporation, , having its principal office at the Wayland Town Building, 41 Cochituate Road, Wayland, Massachusetts 01778, ("LANDLORD"), and HORIZON TOWERS, LLC, a limited liability company duly organized under the laws of the Commonwealth of Massachusetts with a principal place of business of 8 Doaks Lane, Marblehead, Massachusetts 01945 ("TENANT") relative to a portion of the parcels of land located at 139 Old Connecticut Path and 0 Old Connecticut Path, Wayland, Middlesex County, Massachusetts as shown and further described in the Lease Agreement.

WHEREAS, LANDLORD and TENANT have agreed to amend the Lease Agreement;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound thereby, do hereby covenant and agree as follows:

1. The Lease Agreement, Exhibit 1, is hereby amended by allowing TENANT to increase the number of co-locators/carriers on the telecommunications tower to six (6) collocators/carriers. Tenant or such collocators shall apply for and obtain site plan approval as required under Section 1558.2 of the Town of Wayland Zoning Bylaw and shall only install additional equipment after receiving such approval(s).
2. Exhibit 2 of the Lease Agreement "Schedule of Rent" shall be amended and restated as follows:

EXHIBIT 2 **SCHEDULE OF RENT**

Base Annual Rent (including up to three collocators):

- **Initial Ten Year Term of Lease:**
 - **Years 1 to 5: \$27,002.00 per year**
 - **Years 6 to 10: \$27,002.00 per year plus 3% escalator per year**
- **Year Eleven of Lease Term: \$35,002.00 per year**
- **Annual Escalator to be applied in Year Twelve and thereafter: 3% (per year).**

Collocation Rent (In the event of a fourth collocator):

- **Additional Rent for Collocation:**
 - **Years 1 to 5: \$8,002.00 per year**
 - **Years 6 to 10: \$8,002.00 per year plus 3% escalator per year**
- **Additional Rent for Collocation Year Eleven of Lease Term: \$9,502.00 per year**
- **Annual Escalator to be applied in Collocation Year Twelve and thereafter: 3% (per year).**

Collocation Rent (for collocators) greater than four (4) in total

- **Additional Rent each year equally to 20% of the rent paid by each such additional collocation above 4 in total.**

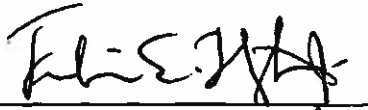
3. All other terms and conditions of the Lease Agreement are hereby ratified and confirmed shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the LANDLORD and TENANT have hereunto set their hands and common seals this 10 day of July, 2008.

TENANT:
HORIZON TOWERS, LLC
BY:
Glover Property Management, Inc.
Real Estate Manager

By: 
Edward T. Moore President

LANDLORD:
TOWN OF WAYLAND
BY:


Town Administrator

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by and between the TOWN OF WAYLAND, a Massachusetts Municipal Corporation, with a Tax ID# of 04-600-1341, having its principal office at the Wayland Town Building, 41 Cochituate Road, Wayland, Massachusetts 01778 (hereinafter referred to as "Landlord") and HORIZON TOWERS, L.L.C., a Limited Liability Company duly organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at 8 Doaks Lane, Marblehead, Massachusetts 01945 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plots, parcels or tracts of land, together with all rights and privileges arising in connection therewith, on Reeves Hill, so-called, located at 139 Old Connecticut Path and 0 Old Connecticut Path, as shown on Plate 34 of the Atlas of the Town of Wayland, Massachusetts, 1996, numbered as Parcels 34-026 and 34-027 and described in instruments recorded with the Middlesex South Registry of Deeds in Book 4946, Page 499 and Book 12779, Page 381. (collectively "Property"). Tenant desires to use a portion of the Property in connection with its telecommunications tower facility for use by federally licensed communications businesses.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord leases to Tenant a certain portion of the Property containing approximately 4,000 square feet square feet including the air space above such room/cabinet/ground space as described on attached Exhibit 1, together with unrestricted access for Tenant's uses from Old Connecticut Path or, if such access is unavailable, the nearest public right-of-way along the Property to the Premises as described on attached Exhibit 1 (collectively, "Premises").
- 2. PERMITTED USE.** (a) Tenant may erect and maintain on the Premises improvements, personal property, and facilities, including, but not limited to a new telecommunications tower, structural tower base(s), radio transmitting and receiving antennas, communications equipment, equipment cabinets

and/or shelter, and related facilities for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communications fixtures and related equipment, cables, accessories and improvements (collectively, the "Communication Facility"); such use includes the right to test, survey and check title on the Property and any other items necessary to the successful and secure operation of the Communication Facility; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional lease cost to Tenant or other additional cost to Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that Exhibit 1 shows the initial location for the installation of Tenant's Communication Facility and that it does not limit Tenant's rights under this paragraph. Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property and also agrees to comply with the provisions contained in the Wayland Planned Wireless Communication Services District Zoning Bylaw contained in the attached Exhibit 3, including the so called special conditions included as Attachment 1 thereto, not in derogation of any applicable federal law or federal Court Judgment. Tenant has the right to modify, supplement, replace, and/or upgrade the equipment at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property as are required to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations, permits, and approvals.

(b) **Construction Standards.** Any and all improvements to be constructed, erected or maintained on or at the Property shall be constructed, erected and maintained in accordance with plans and specifications submitted to and approved by the Town, through its Building Commissioner, and in accordance with local building permits. Subject to and without waiver of Tenant's rights with respect to any lawful pre-existing non-conforming or other grandfathered or exempt status of its Permitted Use of the Premises and the Property and with respect to any court orders with respect to its use or facility, the Tenant's construction, operation and maintenance of any and all improvements on or at the Property shall at all times comply with all lawful and applicable federal, state, and local laws (including the Town's Zoning Bylaw), rules and regulations as they may be enacted or amended from time to time, including, but not limited to, Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA regulations"). The Tenant will be responsible for obtaining, at its sole cost and expense, all approvals, permits and Leases necessary for the construction of any and all improvements on or at the Property, and the operation and maintenance of said improvements and the Property, including, without limitation, special permits required by local authorities, state authorities, and approvals and authorizations required by the FCC and FAA.

(c) **Construction and Other Costs.**

(i) The Tenant will pay all costs and expenses incurred in connection with the construction, maintenance and operation of the Communication Facility and any and all related improvements on or at the Property, including utility connections and the cost of electricity and other utilities the Tenant consumes in its construction, maintenance and operational activities at the rate charged by the servicing utility company, for which the Tenant will make payments directly to said company. The Tenant shall perform all construction, maintenance and operations activities on or at the Property in compliance with all applicable laws, ordinances, codes and regulations, as the same may be administered by authorized governmental officials; and

(ii) Tenant shall remove, at its sole expense, within 90 days of the cessation of the use the existing emergency communications tower, the emergency communications tower and any related foundation(s) on which such tower is currently located (for the purposes of this document removal of foundations means removal of material protruding above the surface), and, at the Landlord's sole expense, relocate the antenna located thereon (or new antenna to be supplied by the Landlord, at its sole expense) to the new monopole along with any other equipment related thereto, provided that (a) it receives a written request from the Landlord to do so no later than 10 days following the execution of this Agreement and (b) such antennas do not interfere with the provision of wireless communications by Tenant or any of the wireless communication carriers subleasing space from Tenant.

(d) **Removal.** The Tenant shall be responsible for removal of all portions of the Communications Facility in accordance with Section 14 herein.

3. TERM. The Initial Lease Term will be ten (10) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Term will terminate on the last day of the month in which the tenth annual anniversary of the Commencement Date occurred. The Lease shall automatically renew for up to eight (8) additional periods of five years each ("Renewal Term") upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

If, at least sixty (60) days prior to the end of the eighth Renewal Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the such term, then upon the expiration of such term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the extended term.

4. **RENT.** Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment as provided for in the Schedule of Rent attached hereto as Exhibit 2, plus the taxes identified below, to Landlord, at the address set forth above. Rent will be prorated for any partial month. Rent must be received by Landlord within the first three business days of the beginning of each month.

Tenant shall pay as additional Rent any increase in real property taxes levied against Premises which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date [such as roll-back or greenbelt assessments]) if Landlord furnishes proof of such increase to Tenant. As set forth in the Request for Proposals ("RFP") for the proposed facility, the annual local property tax on the tower facility, including, but not limited to, the foundation, monopole, and equipment shelters, shall not exceed the actual construction cost of the tower facility times the ordinary mil rate in effect for commercial property in the Town as a whole, together with the Massachusetts Community Preservation Act ("CPA") surcharge, if any, then in effect. No other local property tax shall be charged or payable. In the event that Landlord fails to pay when due any taxes affecting the Premises or the easements granted herein, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent.

5. **LICENSE.** Landlord hereby grants to Tenant for the duration of this Lease or any extensions thereof, an unimpaired, nonexclusive license in and over the Site from Old Connecticut Path for reasonable access thereto and to the source of electric and telephone facilities provided therefrom (collectively the "Access and Utility License Area"). Notwithstanding anything to the contrary in this Agreement, any revocation or termination by Landlord during the term of this Agreement of any such license for access and/or utilities shall be a material breach of this Agreement, and Tenant shall have the right to terminate this Agreement. Tenant will have access to the Premises and the Access and Utility License Area twenty-four (24) hours per day, seven (7) days per week. Notwithstanding anything to the contrary in this Agreement, Landlord hereby agrees that, to the extent an easement is required by any

utility company in order to provide utility service to Tenant at the Premises, and Landlord is unable or unwilling to promptly obtain the necessary approvals to grant such easement(s), then Tenant may terminate this Agreement upon written notice to Landlord, without liability.

6. **APPROVALS.** (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use and Tenant's ability to obtain all governmental leases, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits, and Conservation Commission approval and approval by the Massachusetts Department of Environmental Protection ("DEP") (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's use under this Agreement and agrees to reasonably assist Tenant with such applications, except with respect to local permits and/or approvals.

(b) Tenant has the right to obtain, at Tenant's sole cost and expense, a title report or commitment for a Leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports (collectively the "Tests") on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals. The Tenant will be responsible for scheduling and performing all reasonably necessary tests and inspections, at its sole cost and expense, to determine whether the Property is appropriate for the Tenant's use for wireless communications purposes. Tenant shall be responsible for restoring the Property to its condition as existed prior to said testing and inspections. The Tenant will indemnify the Town for all costs, claims

and damages relating to the Tests and inspections. The Tenant will provide at least forty-eight hours advance notice of the proposed tests to the Town Administrator of the Town of Wayland.

7. TERMINATION. This Agreement may only be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 16 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a Lease or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; if a court order voids this lease or if title or other legal impediments prevent construction or operation of the Communication Facility as now and hereafter intended by Tenant; if the Town fails to take all necessary actions to authorize construction of the site by November 15, 2005 or 30 days after Tenant submits a building permit application, whichever is later (except to the extent Tenant is responsible for any delay); or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable, provided, however, that if Tenant chooses to terminate the lease at its discretion, it shall be subject to payment of a termination fee in accordance with the provisions of (c) below;

(c) by Tenant on ninety (90) days written notice for any reason, other than (a) or (b) above, or in paragraph 8, below, so long as Tenant pays Landlord a termination fee equal to twelve (12) months of base rent, at the then current rate, or the total of the remaining term's rent if the remaining term is less than twelve (12) months.

8. INSURANCE. Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$5,000,000 combined single limit for bodily injury or death/property damage arising out of one occurrence; (iii) Workers' Compensation Insurance as required by law; and (iv) obtain a performance bond or other form of financial security, in an amount

consistent with a removal cost estimate stamped by a Massachusetts registered professional engineer and deposit it with the Town, to be used for removal and site-restoration costs in the event that the Tenant fails to remove the Communications Facility as provided for in Section 14 of this Agreement. Tenant will cause its general liability insurance carrier to list the Landlord as an additional insured on that policy. Tenant shall make reasonable efforts to provide an updated insurance certificate prior to the expiration of its general liability insurance policy. Failure to provide such an updated certificate will not be grounds for termination.

9. **INTERFERENCE.** (a) Landlord will provide Tenant with a list of all existing radio frequency user(s) and their frequencies on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency users on the Premises as long as the existing radio frequency user(s) operate and continue to operate within their frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license, or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communications Facility. Landlord will notify Tenant and receive Tenant's written approval, which approval shall not be unreasonably withheld, prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant or its successors and assigns from installing and modifying its communications equipment pursuant to the terms of this Agreement.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease upon not more than forty-eight (48) hour notice from Tenant. In the event any such interference to Tenant's operations does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may

have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

10. INDEMNIFICATION. (a) To the extent permitted by law, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the installation, use, maintenance, repair or removal of the Communication Facility or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) To the extent permitted by law, Landlord agrees to release and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the actions or failure to act of Landlord or its employees or agents, or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, each of Tenant and Landlord hereby waives any claims that they may have against the other with respect to consequential, incidental or special damages.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. WARRANTIES. (a) Tenant and Landlord each acknowledges and represents that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of

the Premises; and (iii) its execution and performance of this Agreement will not violate any laws, by-laws, covenants, or the provisions of any mortgage, lease or other agreement binding on the Landlord.; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

12. ENVIRONMENTAL. (a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property.

(b) Tenant agrees to hold harmless and indemnify Landlord from and to assume all duties, responsibilities, and liabilities at is sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding arising solely as the result of Tenant's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect.

(c) Landlord agrees to hold harmless Tenant from and to assume all duties, responsibilities, and liabilities at is sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Landlord's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene

conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property, unless the environmental conditions are caused by Tenant.

(d) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

13. **ACCESS.** At all times throughout the term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four hour, seven day vehicular access to and over the Property from Old Connecticut Path for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. The Tenant shall be responsible for the providing of utilities to the site, and shall install such utilities in accordance with requirements of the Town. The Tenant shall be responsible for the cost of bringing such utilities to the site.

14. **REMOVAL.**

(a) All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within six (6) months of the termination of this Agreement, Tenant will remove all such improvements, reasonable wear and tear and loss by casualty or other causes beyond its control excepted. Any below ground footings, foundations, concrete, and/or underground utilities will not be required to be removed from the Property.

(b) In the event that Tenant fails to remove any improvements from the Property within six (6) months following the termination of the Agreement, the Town, at its option, may exercise the performance bond or other financial security posted by Tenant, pursuant to Section 3, to insure removal of the Communications Facility.

15. MAINTENANCE; UTILITIES. (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. Tenant will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

16. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than fifteen (15) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period,

Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any moneys due to Landlord from Tenant.

17. **ASSIGNMENT/SUBLEASE.** Tenant will construct the monopole and utilities to accommodate at least four wireless communication carriers as may be permitted pursuant to the provisions of the Town's Planned Wireless Communications Services District Bylaw. Subject to the provisions of Section 2(c)(ii), the Landlord shall have the right to place, at its expense, one or more emergency antennas, e.g., Police and Fire, on Tenant's monopole as long as the antennas do not interfere with the provision of wireless communications by Tenant or any of the wireless communication carriers subleasing space from Tenant. Tenant shall have the right to sublet space on the monopole and within the fenced equipment compound at the base of the monopole to FCC-licensed carriers and to charge each such carrier collocating on the monopole commercially reasonable rent and reasonable costs and fees to offset the Tenant's site development costs, not to include the costs of Tenant's own communications equipment, if any. The term site development costs shall include, but not be limited to, costs of labor, materials, contractors and subcontractors, costs for plan generation and permitting, survey costs, costs of new construction, costs for removing the Town's emergency communications tower, if applicable, and costs of bringing power and telephone service to the site. If a fourth wireless communications carrier collocates

on the monopole, the Landlord shall have the right to a collocation fee as set forth in Exhibit 2 to this Agreement.

Upon forty-five (45) days advance written notice to Landlord, Tenant will have the right to assign this Agreement to an affiliate of Tenant, without the Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Said assignee will be bound by the terms of this Agreement and its performance, liabilities and obligations. Prior to the effective date of any assignment of this Lease, Tenant shall ensure that all required bonds and certificates of insurance are properly executed by the assignee, with notice to be provided to Landlord. Any assignment of this Lease shall not be valid unless and until such time as evidence is provided to Landlord of execution of bonds and certificates of insurance in favor of the assignee.

Except as set forth in the preceding paragraphs, the Tenant is expressly prohibited from assigning its Lease or subletting any portion of the Property, or otherwise granting to any third party the right to locate or maintain antennas or communications equipment on or at the Property without the written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned.

18. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth above. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

19. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

20. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

21. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent.

Tenant will provide notice to Landlord of any release of oil or hazardous materials on the Property within forty-eight (48) hours of such a release.

22. WAIVER OF LANDLORD'S LIENS. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

23. MISCELLANEOUS.

- (a) **Amendment; Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.
- (b) **Short Form Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.
- (c) **Bind And Benefit.** The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.
- (e) **Governing Law.** This Agreement will be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law.
- (f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.
- (g) **Estoppel.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and

other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

(h) **No Option.** The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(i) **Noise.** The use of the Property shall be in compliance with State and local regulations and bylaws governing noise. Sound dampening equipment shall be used for equipment using an internal combustion engine.

(j) **Removal of Trees.** The Tenant shall not remove or harm any trees located outside the 4,000 square foot area described in Exhibit 1 and any required connection to the currently existing access to Old Connecticut Path without the specific written approval of both the Town of Wayland Board of Water Commissioners and Board of Selectmen prior to such removal, which approval will not be unreasonably withheld.

(k) **Liens.** The Tenant shall use its best efforts throughout the term of the Lease to prevent any mechanic's liens or other liens for work, labor, services, or materials from being filed or recorded against the Property or any portion thereof. In the event that any such lien shall be filed, the Tenant shall agree to procure the release or discharge thereof within sixty (60) days either by payment or in such other manner as may be prescribed by law, and the Tenant shall indemnify, hold harmless the Town, and defend the Town against any loss or damage related thereto.

WPA-700102-8CF-EDIN-X

Single Band | Panel Antenna | V-Pol | 102° | 16.6 dBi | Fixed Tilt

- Single band, panel antenna with fixed electrical tilt

Ordering Options

When ordering, replace the "X" in the model number with the electrical downtilt. Select from the options listed in the Electrical Downtilt section below.

Electrical Characteristics	696-960 MHz	
Frequency Bands	696-806 MHz	806-960 MHz
Polarization	Vertical	
Horizontal Beamwidth	104°	102°
Vertical Beamwidth	9°	7°
Gain	16.1 dBi	16.6 dBi
Electrical Downtilt	(X) 0, 3	
Impedance	50Ω	
IM3 (2x20W carrier)	-147 dBc	
Upper Sidelobe Suppression (0°)	-17.5 dB	-15.0 dB
Front-to-Back Ratio (±30°)	-18.6 dB	-20.4 dB
VSWR	1.5:1	
Null Fill	5% (-26.02 dB)	
Input Power	500 W	
Total Number of Connectors	Antenna has 1 connector located on the center (back) of the antenna	
Connectors Per Band	696-960 MHz	1 Connector, Elongated 7/16-DIN Female (EDIN)
Lightning Protection	Direct Ground	

Mechanical Characteristics


Dimensions (Length x Width x Depth)	2404 x 204 x 151 mm	94.6 x 8.0 x 5.9 in
Depth with z-brackets	169 mm	6.7 in
Weight without Mounting Brackets	10.4 kg	23 lbs
Wind Area	Front	0.49 m ² / 5.3 ft ²
	Side	0.36 m ² / 3.9 ft ²
Survival Wind Speed	> 201 km/hr	> 125 mph
Wind Load (161 km/hr or 100 mph)	Front	722 N / 162 lbf
	Side	643 N / 145 lbf



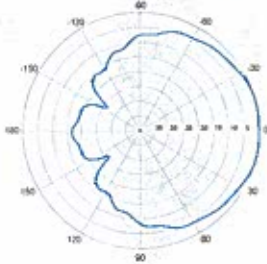
Quoted performance parameters are provided to offer typical, peak or range values only and may vary as a result of normal testing, manufacturing and operational conditions. Extreme operational conditions and/or stress on structural supports is beyond our control. Such conditions may result in damage to this product. Improvements to products may be made without notice.

WPA-700102-8CF-EDIN-X

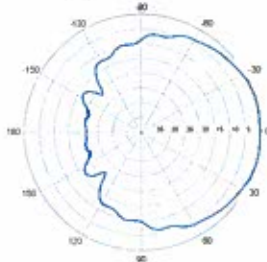
Single Band | Panel Antenna | V-Pol | 102° | 16.6 dBi | Fixed Tilt

Mounting Options	Part Number	Image	Fits Pipe Diameter	Weight
All mounting bracket kits are ordered separately unless otherwise indicated. Select from the options listed below.				
3-Point Mounting and Downtilt Bracket Kit	21700000		50-102 mm 2.0-4.0 in	8.2 kg 18.1 lbs
Lock-Down Brace	If the lock-down brace is used, the maximum diameter of the mounting pipe is 88.9 mm or 3.5 in.			

WPA-700102-8CF-EDIN-X

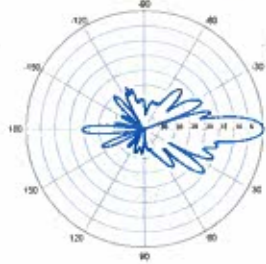


Horizontal | 750 MHz

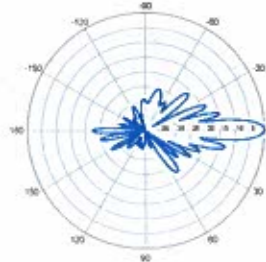


Horizontal | 850 MHz

WPA-700102-8CF-EDIN-0



0° | Vertical | 750 MHz



0° | Vertical | 850 MHz

WPA-700102-8CF-EDIN-3



3° | Vertical | 750 MHz



3° | Vertical | 850 MHz

Quoted performance parameters are provided to offer typical, peak or range values only and may vary as a result of normal testing, manufacturing and operational conditions. Extreme operational conditions and/or stress on structural supports is beyond our control. Such conditions may result in damage to this product. Improvements to products may be made without notice.



LOUISE L. E. MILLER
TOWN ADMINISTRATOR
TEL. (508) 358-3620
www.wayland.ma.us

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN
LEA T. ANDERSON
MARY M. ANTES
THOMAS J. FAY
CHERRY C. KARLSON
DAVID V. WATKINS

DRAFT Meeting Minutes
BOARD OF SELECTMEN
Monday, December 7, 2020
5:00 p.m.
Wayland Town Building
Council on Aging Room
41 Cochituate Road, Wayland, MA

Note: In compliance with the March 12, 2020 Massachusetts Office of the Governor's Order Suspending Certain Provisions of the Open Meeting Law M.G.L. Chapter 30A, Section 20, this meeting of the Board of Selectmen was live streamed on local broadcast on the WayCAM Government Channel and open to the public to view and participate via Zoom. No in-person attendance of members of the public was permitted. Public Comment was available by both telephone and Zoom during the time designated for Public Comment.

Attendance: Lea T. Anderson, Mary M. Antes, Thomas J. Fay, Cherry C. Karlson, David V. Watkins
The Board participated remotely by tele-videoconferencing via Zoom and WayCAM. C. Karlson participated by tele-videoconferencing and was also present at Town Building.

Also Present: Town Administrator Louise Miller, Assistant Town Administrator John Bugbee, Management Analyst Seath Crandall, Finance Director Brian Keveny and Management Analyst Teri Hegarty were present at Town Building and connected by video-teleconference.

A1. Call to Order by Chair, Review the Agenda for the Public At 5:03 p.m., C. Karlson called the meeting of the Board of Selectmen to order when a quorum was available by teleconference. C. Karlson announced by full name each Board member who was participating remotely and announced that the meeting would be broadcast and recorded for later broadcast by WayCAM in compliance with revised Open Meeting Law requirements. C. Karlson announced that no in-person attendance of members of the public would be permitted. She announced a phone number for the public to call to offer comments and reviewed how to participate via a virtual 'hand-raise' in Zoom. C. Karlson reviewed the agenda for the public and noted that the first agenda item would be a joint meeting with the Finance Committee to discuss the FY 2022 budget and the draft capital plan.

At 5:07 p.m., Chair Steve Correia called to order a meeting of the Finance Committee when a quorum was available by teleconference. Finance Committee members in attendance were: Chair Steve Correia, Vice-chair Kelly Lappin, Adam Gutbezahl, Pamela Roman, Carol Martin, Bill Steinberg, and Christine Roberts (joined at 6:19 p.m.) all participated remotely by tele-videoconferencing.

A2. Announcements and Public Comment There were no announcements from the Board.

Bill Sterling, Morse Road, connected by teleconference to emphasize the importance of prioritizing a design strategy for the proposed Community Center project.

Richard Turner, Nob Hill Road, connected by teleconference to report to the Board that he had recently submitted an application for the Wreaths Across America program for the North Cemetery. He expected wreaths to arrive by December 16.

A6. Fiscal Year 2022 Budget Review: Receive draft proposed FY2022-2026 Capital Improvement Plan; Potential vote to approve and transmit to Finance Committee L. Miller and B. Keveny presented a slide deck to review the Draft Capital Plan for FY 2022 - FY 2026. L. Miller also reviewed a memorandum that described each departmental request, financial indicators, and historical Capital Improvement Plan (CIP) budgets. B. Keveny reviewed the process that was used to develop a plan that was sound and financially stable and adhered to the revenue budget. B. Keveny reviewed the historical fluctuations of cash capital, debt within the levy and free cash. L. Miller presented a five-year capital improvement recommendation which included: a cash capital budget of \$600,000 to increase up to \$800,000 by 2026, a debt service budget within the levy at approximately \$3.05 million, the planned use of free cash at \$1.5 to \$2.0 million, as well as the use of Community Preservation Act (CPA) funds,

revolving funds, enterprise funds, stabilization funds and grants. L. Miller reviewed the variations between the departmental requests and what was being recommended, and noted that typically about one-third of departmental requests are not ultimately recommended.

B. Keveny reviewed the CIP budget financing goals and an illustration of level funding the levy debt at \$3.05 million. B. Keveny described the process of transferring any surplus funds into a stabilization fund, if it were established. There are two options to fund the proposed Stabilization Fund: use the excess of appropriated debt service within the levy and/or raise \$200,000 by taxation with two year increases. L. Miller noted that in FY 2019 the Finance Committee requested that the Board establish a Capital Improvement Stabilization Fund through a warrant article for approval at Town Meeting and that all expenditures from a stabilization fund require 2/3 vote of Town Meeting. L. Miller advised the Board that the fund would serve as a useful tool to both supplement the CIP and steady the capital program. The Finance Committee and Board offered comments on the CIP to L. Miller and B. Keveny. At 6:33 p.m., the Finance Committee adjourned.

The Board discussed the prioritization of capital projects. C. Karlson requested that the memo be amended to include a statement indicating that the requests have been prioritized; she also requested to add a status designation to each project.

T. Fay moved, seconded by L. Anderson, that the Board vote to approve and transmit to the Finance Committee the draft FY2022-2026 Capital Improvement Plan dated December 6, 2020 prepared by L. Miller and B. Keveny, as amended by C. Karlson. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A3. 2021 Annual Town Meeting: a. Vote to Open Town Meeting Warrant from Wednesday, December 15, 2020 through Friday January 15, 2021 at 4:30 p.m. and to set the Annual Town Election date b. Review and approve schedule c. Review and approve board and petitioner article submissions forms d. Review 2019 letters for update and issuance

a. Vote to Open Town Meeting Warrant from Wednesday, December 15, 2020 through Friday January 15, 2021 at 4:30 p.m. and to set the Annual Town Election date

L. Anderson moved, seconded by M. Antes, that the Board of Selectmen open the Warrant for the Annual Town Meeting to begin on Saturday, May 15, 2021 at time and place to be determined, and the Annual Election to be held on Tuesday, May 11, 2021 at designated polling places. The warrant for said Annual Town Meeting will be open from Tuesday, December 15, 2020, at 8:30 a.m., through Friday, January 15, 2021, at 4:30 p.m. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

b. Review and approve schedule C. Karlson noted that some dates pertaining to the 2021 election were tentative due to pending state legislation that may allow for early-voting. M. Antes noted two League of Women Voters Candidate forums were still being coordinated with WayCAM to be scheduled in the last week of April, and the Warrant Article Forum would be held the first week in May. L. Miller recommended that the candidate nights be tentative due to the potential of early-voting. L. Anderson noted that some dates need to be updated.

c. Review and approve board and petitioner article submissions forms d. Review 2019 letters for update and issuance The Board reviewed the forms and the letters.

A4. Licensing: a. Vote to approve renewal of 2021 licenses to include: (Complete list of applicants available in the online packet) • Liquor licenses • Common Victuallers • Entertainment licenses • Used Car Dealership Class I • Used Car Dealership Class II • Sale of Second-hand Articles

M. Antes moved, seconded by L. Anderson, to approve the 2021 renewal of the liquor licenses, common victuallers' licenses, entertainment licenses, auto dealer licenses, and sale of second-hand articles license as presented in the December 7, 2020 memorandum to the Board of Selectmen pending receipt of updated insurance information (where applicable) and fee payments (where applicable). T. Hegarty, Management Analyst, joined the meeting to describe the application process for the licenses. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

M. Antes moved, seconded by L. Anderson, to vote the question of designating Louise Miller, Town Administrator, as the sole signatory to sign off on all 2021 approved renewals listed in the December 7, 2020

memorandum. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

M. Antes moved, seconded by L. Anderson, to vote the question of designating Cherry Karlson, Chair of the Board of Selectmen, as the sole signatory to sign off on all 2021 ABCC (Alcoholic Beverages Control Commission) and liquor license renewal reports. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A7. Eversource Grant of Location Hearing: Rice Road – Westerly side approximately 1770± feet North of Turkey Hill Road; Install one (1) new stub pole #28/22S CONTINUATION to January 11, 2021 at 7:00 pm

a) Petitioners requests permission to erect or construct a new pole to be owned and used in common by them upon, along, and across the stated location and lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

CONTINUATION to Date and Time Certain

- 1. Open Hearing and Read Announcement**
- 2. Presentation and Recommendation**
- 3. Public Comment**
- 4. Board Discussion and Vote**
- 5. Close Hearing**

At 7:15 p.m., C. Karlson opened the hearing, and read the legal notice for the public posting for the hearing as shown in the packet. C. Karlson reported that the hearing was open, and that Town staff continued to work on the matter, and needed more time to complete its work and asked for a motion to continue the hearing.

L. Anderson moved, seconded by M. Antes, to continue the hearing: Rice Road – Westerly side approximately 1770± feet North of Turkey Hill Road to Monday, January 11, 2021 at 7:00 p.m. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A8. FY2021 School budget: discussion with members of the School Committee re: potential FY21 additional appropriation request Superintendent of Schools Arthur Unobskey, Chair of the School Committee Jeanne Downs, and Vice Chair of the School Committee Ellen Grieco joined the meeting remotely by teleconference. J. Downs reviewed the schedule schools have kept to date. A. Unobskey shared his screen to present slides on School Department COVID-19 Expenses. A. Unobskey reported that \$596,925 in COVID-19 related expenditures would be funded by a COVID-19 Relief grant from September 2020 to December 31, 2020. A. Unobskey predicted \$877,000 of costs continuing into 2021 based on a two-phase plan for students to return to school funded by the school budget. There would be the need for \$541,519 funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and a potential deficit of \$42,000 that could be covered by the Town's application for reimbursement. A. Unobskey noted that the proposal was contingent on short-term and long-term issues that need to be resolved, which include approvals by the Board of Health, staffing issues, and occupancy and ventilation issues. L. Miller noted an additional \$500,000 to \$1 million in COVID-19 related expenses that were being expended by the Facilities Department and Health Department related to the operation of schools. L. Miller noted that the deficit would be funded by not filling vacancies and restricting expenditures. J. Downs, E. Grieco and A. Unobskey left the meeting at 8:09 p.m.

A5. COVID-19: a. Update b. Discussion of School Committee's COVID-19 testing and funding; potential vote to establish gift account L. Miller reported a significant increase of 28 new confirmed COVID-19 cases in Wayland last week. The Health Department and nurses were conducting contact tracing. L. Miller also reported an increase in COVID-19 related cases among Town employees due to symptomatic, asymptomatic and/or quarantined individuals impacting the Fire, Police and DPW Departments.

C. Karlson reminded the Board of the previous discussion on the School Committee's intent to conduct a voluntary COVID-19 surveillance testing program for students and staff. Town Counsel has advised that a gift account would be necessary to receive fees to support that program. D. Watkins expressed support for the program, and suggested that if Town resources would be used to administer the program, then the program should be open to all taxpayers. L. Anderson felt that opening up the testing to the general public may over-complicate things with a pooling model. T. Fay expressed support for establishing the gift account. C. Karlson

suggested amending the language of the establishment of the fund to allow funds to be expended to support administrative efforts and contact tracing.

T. Fay moved, seconded by M. Antes, that the Board vote to establish a gift account for COVID-19 testing in the Wayland Schools consistent with the motion presented in the packet and as amended by C. Karlson (to allow funds to be expended to support administrative efforts and contact tracing). Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A9. River's Edge: review and discuss draft Access Easement; potential vote to approve as to form L. Miller reported that the draft Access Easement language has gone through three iterations, after a joint review by both parties and further comment by Town Counsel. L. Miller noted that the changes were related to the maintenance of Town land. The Board discussed some revisions and tabled approval until a final review is completed.

A10. Town Administrator update: a. COVID-19 Update L. Miller had no update beyond the discussion in A5.

A11. Minutes - November 16, 2020, November 23, 2020 and November 30, 2020; review and vote to approve

L. Anderson moved, seconded by M. Antes, that the Board approve the meeting minutes of November 16, 2020, November 23, 2020 and November 30, 2020, all as amended. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A12. Consent: review and vote to approve

1. Vote the question of designating and approving signing authority to Louise Miller, Town Administrator on items listed below.
2. Vote the question of approving and signing the weekly payroll and expense warrants.
3. Vote the question of designating Louise Miller, Town Administrator, as the sole signatory to sign off on all 2021 license renewals listed.
4. Vote the question of approving and signing Amendment no. 2 to contract No. 19-1057 with Heimlich Landscaping and Construction for Improvements to Wayland High School Facilities.
5. Vote the question of approving and signing invoice #128834 from KP Law, dated November 24, 2020, for professional services rendered through October 31, 2020 in the amount of \$6,993.34
6. Vote the question of approving expenditure of \$933.50 from the Wayland COVID-19 Relief Fund.
7. Vote the question of accepting with thanks two (2) donations in the amount of \$600.00 to the Wayland COVID-19 Relief Fund.

M. Antes moved, seconded by L. Anderson, the approval of the Consent Calendar. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A13. Correspondence The Board reviewed the correspondence in the packet. T. Fay acknowledged B. Sterling's public comment and correspondence letter.

A14. Selectmen's reports and concerns T. Fay praised the DPW on its response to the recent snow storm and emphasized the importance of clearing sidewalks during the pandemic. T. Fay commended L. Miller and B. Keveny for their work on the capital plan.

A15. Topics Not Reasonably Anticipated by the Chair 48 Hours in advance of the Meeting, if any Assistant Town Administrator, J. Bugbee reported that he received a recent email from a local rabbi requesting a menorah be placed on Town property, and indicated it was done so in the 1980's. J Bugbee noted that the request to display seasonal, holiday or religious symbols raises significant constitutional questions regarding government endorsement of religion and freedom of expression. J. Bugbee referenced and read federal judicial opinion that advised for municipalities to not promote specific religions by the First Amendment's establishment clause, which requires government neutrality towards religion. C. Karlson recommended the topic be added to a future agenda.

A16. Executive Session I. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation Stephen Cass v. Augusto Saviatto II. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation Ordway v. Town of Wayland pending with the Massachusetts Commission Against Discrimination; III. Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (6) to consider the purchase, exchange, taking, lease or value of real estate in regard to the twelfth amendment to the Land Disposition Agreement pertaining to the Rivers Edge Project at 484-490 Boston Post Road; IV. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (6) to discuss the purchase, exchange, lease or value of real estate with

respect to the Town's agreement with Twenty Wayland, LLC. relative to property and development located off 400-440 Boston Post Road; and V. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and approve the executive session minutes of November 23, 2020 Approve and Hold: Executive Session minutes of November 23, 2020

At 9:15 p.m., Chair C. Karlson moved, seconded by L. Anderson, that the Board of Selectmen enter into Executive Session pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation Stephen Cass v. Augusto Saviatto, pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation Ordway v. Town of Wayland pending with the Massachusetts Commission Against Discrimination, pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (6) to consider the purchase, exchange, taking, lease or value of real estate in regard to the twelfth amendment to the Land Disposition Agreement pertaining to the Rivers Edge Project at 484-490 Boston Post Road, pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (6) to discuss the purchase, exchange, lease or value of real estate 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 Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and approve the executive session minutes of November 23, 2020 with the intent to approve and hold said executive session minutes.

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

C. Karlson invited attendance by Town Administrator Louise Miller, Assistant Town Administrator John Bugbee and Management Analyst Seath Crandall. C. Karlson announced that the Board would adjourn from executive session and no other public business would be discussed in open session.

A17. Adjourn. At 9:45 p.m. the Board adjourned from Executive Session and did not reconvene in open session.

Items Distributed for Information and Use by Board of Selectmen at the Meeting of December 7, 2020

1. Slide deck: Draft Capital Improvement Plan Fiscal 2022 – Fiscal 2026, December 7, 2020
2. Handout Summary of Recommended FY 2022 CIP and Funding Recommendations for Five-Year CIP Departmental Requests, dated December 6, 2020
3. School Committee Presentation to the BoS re: COVID-19 School Expenditures, December 7, 2020

Items included in the Agenda Packet during the Board of Selectmen Meeting of December 7, 2020

1. Memorandum from Board of Selectmen re: 2021 Annual Town Meeting and Annual Town Election
2. Draft of 2021 Annual Town Meeting Schedule
3. Draft Petitioners Article Submission Form 2021 Annual Town Meeting
4. Draft Proposing Board Article Submission Form 2021 Annual Town Meeting
5. Draft Petitioner's Articles Submission Process 2021 Annual Town Meeting
6. Draft Warrant Opening Notice & Instructions 2021 Annual Town Meeting
7. List of 2021 License Renewals
8. Draft River's Edge Easement Agreement, dated November 30, 2020
9. Draft Minutes of Board of Selectmen Meeting of November 16, 2020
10. Draft Minutes of Board of Selectmen Meeting of November 23, 2020
11. Draft Minutes of Board of Selectmen Meeting of November 30, 2020

CORRESPONDENCE

1. Correspondence from Town Clerk to Board of Selectmen dated December 4, 2020 re: Judy Ide's resignation from Board of Registrars of Voters.
2. Correspondence from Niall Connors, Verizon Consumer Group to Town Administrator dated November 30, 2020 re: Verizon FiOS TV Channel Removals Tele El Salvador & Dominican View
3. Correspondence from Board of Selectmen to Jim Mullane, WayCAM Executive Director dated November 29, 2020 re: Wayland Board of Selectmen Support for WayCAM.
4. Correspondence from Bill Sterling to Board of Selectmen dated November 23, 2020 re: Wayland Community Center related articles for ATM 2021



LOUISE L. E. MILLER
TOWN ADMINISTRATOR
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TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN
LEA T. ANDERSON
MARY M. ANTES
THOMAS J. FAY
CHERRY C. KARLSON
DAVID V. WATKINS

DRAFT Meeting Minutes
BOARD OF SELECTMEN
Monday, December 14, 2020
5:00 p.m.
Wayland Town Building
Council on Aging Room
41 Cochituate Road, Wayland, MA

Note: In compliance with the March 12, 2020 Massachusetts Office of the Governor's Order Suspending Certain Provisions of the Open Meeting Law M.G.L. Chapter 30A, Section 20, this meeting of the Board of Selectmen was live streamed on local broadcast on the WayCAM Government Channel and open to the public to view and participate via Zoom. No in-person attendance of members of the public was permitted. Public Comment was available by both telephone and Zoom during the time designated for Public Comment.

Attendance: Lea T. Anderson, Mary M. Antes, Thomas J. Fay, Cherry C. Karlson, David V. Watkins
The Board participated remotely by tele-videoconferencing via Zoom and WayCAM. C. Karlson participated by tele-videoconferencing and was also present at Town Building.

Also Present: Town Administrator Louise Miller, Assistant Town Administrator John Bugbee, Management Analyst Seath Crandall, and Finance Director Brian Keveny were present at Town Building and connected by video-conference.

A1. Call to Order by Chair, Review the Agenda for the Public At 5:01 p.m., C. Karlson called the meeting of the Board of Selectmen to order when a quorum was available by video-teleconference. C. Karlson announced that the meeting would be broadcast and recorded for later broadcast by WayCAM in compliance with revised Open Meeting Law requirements. She announced by full name each Board member who was participating remotely and announced that no in person attendance of members of the public would be permitted. C. Karlson announced a phone number for the public to call to offer comments and reviewed how to participate via a virtual 'hand-raise' in Zoom. She reviewed the agenda for the public.

A2. Announcements and Public Comment There were no announcements from the Board.

Richard Turner, Nob Hill Road, connected by teleconference to report to that Cindy Miller had been appointed to the Public Ceremonies Committee by the Moderator. R. Turner also reported that he recently coordinated with the Wreaths Across America program for about 180 wreaths to be delivered to North Cemetery on Saturday.

A3. Licensing: a. Vote to approve renewal of 2021 licenses to include (Complete list of applicants available in the online packet) • Liquor licenses • Common Victualler's • Entertainment licenses • Used Car Dealership Class II

M. Antes moved, seconded by L. Anderson, that the Board of Selectmen vote to approve the 2021 renewal of the liquor license, common victuallers license, entertainment license, and auto dealer license, as presented in the December 14, 2020 memorandum to the Board of Selectmen pending receipt of completed paperwork (where applicable); updated insurance information (where applicable) and fee payments (where applicable). Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

M. Antes moved, seconded by L. Anderson, to vote the question of designating Louise Miller, Town Administrator, as the sole signatory to sign off on all 2021 approved renewals listed in the December 14, 2020 memorandum. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A4. Minutes - December 3, 2020 and December 7, 2020; review and vote to approve

L. Anderson moved, seconded by M. Antes, that the Board of Selectmen approve the meeting minutes of December 3, 2020 as written. The approval of the December 7, 2020 minutes was tabled to a future meeting. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A5. Town Administrator Review: Update on timing and process C. Karlson amended the evaluation schedule. The Board plans to conduct the evaluation in January 2021 and have a public discussion at the meeting on Feb. 8.

A6. Volunteer Opportunities: Vote intent to fill vacancy on the Wayland Housing Authority C. Karlson noted that pursuant to M.G.L. Chapter 41 Section 11 the Board needed to announce and vote its intent to fill the vacancy on the Wayland Housing Authority.

L. Anderson moved, seconded by M. Antes, that the Board vote its intent to fill the vacancy on the Wayland Housing Authority. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A13. Consent: review and vote to approve C. Karlson noted that there were additional items added to the consent calendar in the revised agenda.

1. Vote the question of designating and approving signing authority to Louise Miller, Town Administrator on items listed below.
2. Vote the question of approving and signing the weekly payroll and expense warrants.
3. Vote to approve the applications of the following wine vendors to sell wine at Russell's Winter 2021 Farmer's Market located at 397 Boston Post on the following dates conditional upon the completion and receipt of all the necessary paperwork and appropriate fees (where applicable):
 - a. 1634 Meadery, Dan Clapp, Manager, on January 9, January 23, February 20, 2021.
 - b. Aaronap Cellars, Noel Powell, Manager, on January 16, January 30, February 13, February 27, and March 13, 2021
 - c. House Bear Brewing, Carl Hirschfeld, Manager, on January 30, February 13, and March 6, 2021.
 - d. Mill River Winery, Rick Rousseau, Manager, on January 9, January 23, February 6, February 20, and March 13, 2021
 - e. Stoneybrook Cider, Michael Lamontage, Manager, on January 16, February 6, February 27, and March 6, 2021.
4. Vote the question of designating Louise Miller, Town Administrator, as the sole signatory to sign off on all the permits for the wine vendors to sell wine at Russell's Winter 2021 Farmer's Market
5. Vote the question of designating Cherry Karlson, Chair, Board of Selectmen, as the sole signatory to sign off on all 2021 ABCC and liquor license renewal reports
6. Vote the question of approving and signing Amendment no. 2 to Contract no. 19-1057 with Heimlich Landscaping and Construction for Improvements to Wayland High School Facilities.
7. Vote the question of accepting with thanks seven (7) donations in the amount of \$1,325.00 to the Wayland COVID-19 Relief Fund.
8. Vote the question of approving expenditure of \$653.27 from the Wayland COVID-19 Relief Fund.
9. Vote the question of allowing the Town Administrator to carry over vacation time in excess of two (2) weeks to calendar year 2021.
10. Vote the question of designating Louise Miller, Town Administrator, as the sole signatory to sign off on all documents related to 2020 MassWorks Infrastructure Grant received by the Town to support construction of Wastewater infrastructure.
11. Vote the question of approving and signing Task Order no. 15 18-2006 contract with Tighe and Bond for Engineering Services related to improvements to the Wastewater Treatment Facility.

M. Antes moved, seconded by L. Anderson, to approve the Consent Calendar. In discussion, D. Watkins asked if #9 was customary. L. Miller explained it was in accord with Town non-union personnel policy and permission of the Personnel Board. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

At 5:27 p.m. M. Antes left the Board of Selectmen's meeting.

A7. Committee Appointments: Susan Weinstein, Chair of the Wayland Housing Authority Board of Commissioners (WHA), joined the meeting by teleconference and introduced WHA members Kevin Goodwin, Mary Antes, and WHA Executive Director Brian Boggia, who were all participating by video-teleconference. C. Karlson noted that the Board and the WHA had previously voted the intent to fill the vacancy, and would hold a joint meeting to fill the vacancy.

A7.a. Joint meeting with Wayland Housing Authority to Interview and potential vote to appoint until next annual election:

Committee	Potential Appointee	Term End Date
Wayland Housing Authority	Stephanie Lynch	2021 Annual Election

At 5:30 p.m., S. Weinstein called the meeting of the WHA to order and announced by full name that each member was participating remotely. The Board and Authority interviewed Stephanie Lynch for the vacancy on the WHA.

T. Fay moved, seconded by M. Antes, that the Board of Selectmen vote to appoint S. Lynch to the Wayland Housing Authority to a term ending on the 2021 Annual Election date. T. Fay amended his motion and moved, seconded by D. Watkins that the Board of Selectmen and the Wayland Housing Authority vote to appoint S. Lynch to the Wayland Housing Authority to a term ending on the 2021 Annual Election date. Joint Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, K. Goodwin, C. Karlson, D. Watkins, S. Weinstein. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 7-0.

At 5:41 p.m., M. Antes moved, seconded by K. Goodwin, to adjourn the meeting of the Wayland Housing Authority. The motion passed unanimously. At 5:41 p.m., M. Antes returned to the Board of Selectmen’s meeting.

A7.c. Interview and Potential vote to appoint

Committee	Potential Appointee	Term End Date
Route 20 South Landfill Advisory	Bill Whitney	November 1, 2023

C. Karlson noted that the first letter of interest from B. Whitney included in the packet was an erroneous email, and that the correct email was included in the supplemental packet. B. Whitney joined the meeting by video-teleconference and reviewed his experience and intent to join the Route 20 South Landfill Advisory Committee. The Board interviewed B. Whitney and thanked him for volunteering.

T. Fay moved, seconded by L. Anderson, that the Board appoint B. Whitney to the Route 20 South Landfill Advisory Committee for a term ending November 1, 2023. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A7.b. Vote to appoint:

Committee	Potential Appointee	Representing	Term End Date
Route 20 South Landfill Advisory	Ira Montague	Planning Board	November 1, 2023

L. Anderson moved, seconded by M. Antes, that the Board appoint I. Montague to the Route 20 South Landfill Advisory Committee as a representative of the Planning Board to a term ending November 1, 2023. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A8. Fiscal Year 2022 Budget Review: Meet with Finance Director to receive draft proposed FY2022 Operating Budget; Potential vote to approve and transmit to Finance Committee Finance Director Brian Keveny joined the meeting by video-teleconference and was also present at Town Building. B. Keveny and L. Miller presented a slide deck to review their recommendation for the FY 2022 Town Operating Budget. Budgetary goals, available revenue, budget initiatives, unclassified budgets and the financial plan were all reviewed. L. Miller described some of the challenges various departments face due to the pandemic. L. Miller summarized that the FY2022 budget recommendation for Town departments showed an increase of 0.88% and no new staff is proposed for FY2022. Overall departmental budgets increased by less than 1%, some were decreased and several departments were level funded.

L. Miller projected that departmental budgets will increase less than 3% overall after the settlement of all union contracts and the transfer of any salary adjustments to departmental budget lines. The increase in unclassified expenses is 4.79%; if the salary reserve is removed, the increase will be 3%. B. Keveny reviewed the FY 2022

committed increases: pensions, insurance, health, Medicare, unemployment, reserve fund and Minuteman Voc/Tech High School. B. Keveny summarized the total Town departmental and unclassified budgets, which increased by 2.92%. L. Miller and B. Keveny recommended that the Finance Committee consider an additional increase of \$100,000 to \$150,000 in the Reserve Fund for FY 2022 given the uncertainties surrounding COVID-19. The Board discussed the budget presentation. B. Keveny noted that they were still waiting for proposed budgets from the School Department, which will be presented to the School Committee December 14. C. Karlson noted that the recommendation will also be submitted to the Finance Committee to continue the public discussion.

C. Karlson noted that by Town Code Chapter 19-4, the Town Administrator was required to submit preliminary budgets to the Finance Committee by December 15 and the Board was required make both a capital and expense budget recommendation to the Finance Committee.

A9. 2021 Annual Town Meeting: a. Annual Town Meeting Petitioner’s Workshop b. Review and potential vote to submit standard articles from Board of Selectmen c. Other articles: review and potential vote to submit

A9.a. Annual Town Meeting Petitioner’s Workshop At 7:09 p.m., C. Karlson opened the Petitioner’s workshop and invited the public to participate. K. Blumenfeld, M. Delman, and K. Winter joined the meeting by teleconference. C. Karlson announced for the public where to find warrant article materials on the 2021 Annual Town Meeting (ATM) webpage.

K. Blumenfeld, Oxbow Road, and K. Winter, Glover Road, were interested in jointly submitting an article to petition ATM to establish a Human Rights Commission in Wayland. M. Delman, Stonebridge Road, expressed interest in submitting a warrant article to declare a climate emergency. D. Watkins recommended fine tuning the language of the article before the signatures are obtained. There was a discussion on the procedures related to warrant article submission by petitioners. C. Karlson closed the workshop.

A9.b Review and potential vote to submit standard articles from Board of Selectmen: Recognize Citizens and Employees, Pay Previous Fiscal Year Unpaid Bills, Current Year Transfers , OPEB Funding, Fiscal Year 2021 Revolving Fund Expenditure Limits, Compensation for Town Clerk, Personnel Bylaws and Wage & Classification Plan, Surface Water Quality Committee Budget, FY 2022 Omnibus Budget, Choose Town Officers, Hear Reports Sell or Trade Vehicles and Equipment C. Karlson reviewed the examples of the standard and recurring warrant articles that were in the packet, and noted that the drafts needed to be updated with the current information. The Board reviewed each article. L. Miller noted the addition of three new non-standard articles: to establish a Transfer Station Enterprise Fund, dissolve the existing Transfer Station Revolving Fund, and approve the Transfer Station Enterprise Fund Budget. Town Counsel will advise on whether these need to be three separate articles, or combined in one article. L. Miller noted that they would need to be voted in a specific order. C. Karlson requested the topic be added to the next agenda.

T. Fay moved, seconded by M. Antes, that the Board submit the twelve standard articles shown under agenda item 9.b., as amended, with the exclusion of the FY 2022 Omnibus Budget, and the addition of Accept Gifts of Land to the upcoming Annual Town Meeting. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Watkins. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A9.c. Other articles: review and potential vote to submit: Capital Stabilization Fund, Planning Board articles (potential topics), Purchase of Land for a Council on Aging/Community Center, Community Choice Aggregation, Remote Participation at Annual Town Meeting, Select Board/Town Manager Act

C. Karlson noted that the previously mentioned three Transfer Station articles and the Acceptance of Spencer Circle warrant article were missing. L. Miller noted there was a potential for another article to install solar panels on the Loker Roof; even if there is not cost associated with the project, ATM approval may be required. M. Antes noted the potential for a Tax Work-Off Program warrant article. T. Fay mentioned that the Loker Turf Field warrant article would be submitted for the 2021 ATM. C. Karlson described two potential Planning articles. T. Fay noted that the Economic Development Committee was also reviewing the potential for warrant articles. C. Karlson tabled the approval of these articles to a future meeting when the language would be finalized.

A10. COVID-19: a. Update from Town Administrator L. Miller reported a total of 22 new confirmed COVID-19 cases in Wayland in the last week, which places Wayland in the yellow color coded category. L. Miller reminded residents that there is still a stay-at-home advisory. L. Miller reported that the Town received documents to request vaccines; these documents are under review. L. Miller reported that the Town issued the RFP for the pooling test

program in the schools; a contract is slated to be awarded later in the month. L. Miller noted that the entire public Health Department nursing staff continues to provide contact tracing, and is following up with cases within 24 hours. L. Miller reported that there is a shortage of qualified personnel to conduct contract tracing, and two nurses have resigned recently. C. Karlson thanked the public health staff for working all hours of the day and night.

A11. River's Edge: Update to include permitting, easement document, and timeline L. Miller reviewed that status of the MassDOT, MassWorks, MassDEP, Zoning Board of Appeals (ZBA) and Conservation Commission permits as well as the contracts with two engineering firms. L. Miller reported that: MassDOT requested traffic management documents as part of the permit application; MassWorks provided a preliminary contract for review; the MassDEP Groundwater Discharge permit would occur this week. L. Miller reported that the Town had contracted with two engineering firms for wastewater work. Wood Partners, Inc. submitted an application for use of the wastewater treatment facility, which the Wastewater Management District Commission will review at its meeting on December 16. L. Miller reported that the ZBA issued final approval of the project and the Conservation Commission permit was finalized last week.

L. Miller reported that the attorneys are finalizing the easement document after consideration of the Board's comments, to be finalized this week. L. Miller noted that the closing timeline has been delayed, because Wood Partners, Inc. has asked for an extension to file the building permit until December 30.

A12. Town Administrator update: a. Perambulation of Town Boundary b. Contract Tracing c. School expenses related to COVID-19 d. Unemployment

A12.a. Perambulation of Town Boundary L. Miller reported that perambulation is recommended every five years, and it is believed not to have been done in Wayland in much longer than five years. M. Antes remembered the Town Surveyor doing the work many years ago. T. Fay recommended coordination with the abutting municipalities.

A12.b. Contract Tracing L. Miller provided no further update beyond the discussion in A10.

A12.c. School expenses related to COVID-19 L. Miller noted that the School Department had a presentation last week that projected the costs of returning to school and proposed funding sources. L. Miller reported that current year transfers needed were estimated to be \$200,000 - \$400,000.

A12.d. Unemployment L. Miller reviewed the memo from Human Resources Manager Kathleen Buckley that was included in the Board packet. The HR Manager reported 76 fraudulent claims, which had been resolved, and eight, which were being contested.

L. Miller requested that the topic of Cost of Living Adjustments (COLA) for non-union employees be added to the January 4 agenda.

D. Watkins asked about the status of the Stonebridge Road bridge. L. Miller reminded the Board that there are two Stonebridge Road bridges, one "new" and one old. Regarding the bridge on the current Stonebridge Road, the Town contracted with a surveyor to review and present information to the Board about the boundary between Wayland and Framingham. The old historic Stonebridge project is ready to go out to bid.

A14. Correspondence The Board reviewed the correspondence in the packet. L. Anderson acknowledged the correspondence from the Energy & Climate Committee (E&CC) regarding the Board of Building Regulations and Standards (BBRS).

A15. Selectmen's reports and concerns L. Anderson reported that the E&CC recently approved resubmitting the Community Choice Aggregation article and also requested that L. Miller sign the letter of intent for the solar panels on the Loker School roof. L. Miller had concerns with binding the Town to this specific proposal and needed further review. D. Watkins acknowledged the challenges with the timeline for the Loker School roof. D. Watkins noted that the Board Zoom link does not always work well, and suggested including the link in the calendar. D. Watkins also reported that residents had requested the Board to post public information regarding the content of Executive Sessions. M. Antes thanked L. Miller and J. Junghanns for speaking to the League of Women Voters about the Town's COVID-19 response.

A16. Topics Not Reasonably Anticipated by the Chair 48 Hours in advance of the Meeting, if any There were none.

A17. Executive Session I. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation Ordway v. Town of Wayland pending with the Massachusetts Commission Against Discrimination; II. Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (6) to consider the purchase, exchange, taking, lease or value of real estate in regard to the final purchase price, payment details related to the wastewater connection, and the twelfth amendment to the Land Disposition Agreement pertaining to the Rivers Edge Project at 484-490 Boston Post Road; III. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with Wayland DPW Association, Teamsters Local 170; and IV. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and approve the executive session minutes of December 3, 2020 and December 7, 2020 Approve and Hold: Executive Session minutes of December 3, 2020 and December 7, 2020 V. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a)(3) to discuss strategy with respect to litigation Stephen Cass v. John Ritchie

At 8:40 p.m., Chair C. Karlson moved, seconded by L. Anderson, that the Board of Selectmen enter into Executive Session pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation Ordway v. Town of Wayland pending with the Massachusetts Commission Against Discrimination; pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (6) to consider the purchase, exchange, taking, lease or value of real estate in regard to the final purchase price, payment details related to the wastewater connection, and the twelfth amendment to the Land Disposition Agreement pertaining to the Rivers Edge Project at 484-490 Boston Post Road; pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with Wayland DPW Association, Teamsters Local 170; pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and approve the executive session minutes of December 3, 2020 and December 7, 2020 with the intent to approve and hold said executive session minutes, and pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a)(3) to discuss strategy with respect to litigation Stephen Cass v. John Ritchie.

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

C. Karlson invited attendance by Town Administrator Louise Miller, Assistant Town Administrator John Bugbee and Management Analyst Seath Crandall. C. Karlson announced that the Board would adjourn from executive session and no other public business would be discussed in open session.

A17. Adjourn. At 9:11 p.m. the Board adjourned from Executive Session and did not reconvene in open session.

Items Distributed for Information and Use by Board of Selectmen at the Meeting of December 14, 2020

1. There were none.

Items included in the Agenda Packet during the Board of Selectmen Meeting of December 14, 2020

1. List of 2021 License Renewals
2. Board of Selectmen Meeting Minutes Draft for December 3, 2020
3. Town Administrator Evaluation Schedule
4. Board and Committee Vacancies as of November 24, 2020
5. Correspondence from Susan Weinstein, Wayland Housing Authority Chair re: intent to fill vacancy
6. Letter of Interest and Resume for Stephanie Lynch
7. Correspondence from Ira Montague, Planning Board Chair, re: Planning Board appointee to Route 20 South Landfill Visioning Committee
8. Letter of Interest from Bill Whitney dated June 10, 2020
9. Annual Town Meeting 2021 Petitioner's Article Submission Process
10. Annual Town Meeting 2021 Petitioner's Article Submission Form
11. Massachusetts General Law Part I, Title VII, Chapter 42, Section 2
12. Annual Town Meeting 2021 Draft Article Submission forms for: Recognize Citizens and Employees, Pay Previous Fiscal Year Unpaid Bills, Current Year Transfers, OPEB Funding, Fiscal Year 2021 Revolving, Fund Expenditure Limits, Compensation for Town Clerk, Personnel Bylaws and Wage & Classification Plan, Surface Water Quality Committee Budget, FY 2022 Omnibus Budget, Choose Town Officers, Hear Reports, Sell or Trade Vehicles and Equipment

13. Description of Annual Town Meeting Warrant 2020 Articles for resubmission for 2021 ATM and original article submission forms of: Capital Stabilization Fund, Select Board/Town Manager Act, Community Choice Aggregation

Supplemental Packet

14. Letter of Interest from Bill Whitney for Route 20 South Landfill Advisory Committee dated December 14, 2020
15. Correspondence from Town Clerk to Board of Selectmen dated December 14, 2020 re: Resignation of Rick Green from Waste Water Management District
16. Summary of Recommended FY2022 Budget Recommendation for Town Departments and Unclassified Budgets dated December 14, 2020
17. Presentation of Fiscal Year 2022 Management Recommendation of Town Operating Budget dated December 14, 2020
18. Memorandum to Town Administrator from Human Resource Manager dated December 14, 2020 re: Bills related to Town Unemployment

CORRESPONDENCE

1. Correspondence from the Energy & Climate Committee to the Board of Selectmen dated December 9, 2020 re: The Board of Building Regulations and Standards (BBRS) and comments from the Energy & Climate Committee
2. Correspondence from Town Administrator and Finance Director to Board of Selectmen and Finance Committee dated December 10, 2020 re: Town of Wayland Five – Year Draft Capital Improvement Plan FY 2022 to FY 2026

BOARD OF SELECTMEN
Monday, January 4, 2021
5:00 p.m.
Wayland Town Building
41 Cochituate Road, Wayland, MA

CONSENT CALENDAR

1. Vote the question of designating and approving signing authority to Louise Miller, Town Administrator on items listed below.
2. Vote the question of approving and signing the weekly payroll and expense warrants.
3. Vote the question of approving and ratifying Purchase Agreement with Allegiance Fire and Rescue for the purchase of one (1) Pierce Enforcer 1500 GPM pumper
4. Vote the question of approving expenditure of \$1,096.28 from the Wayland COVID-19 Relief Fund.
5. Vote the question of accepting with thanks seven (7) donations in the amount of \$1,217.95 to the Wayland COVID-19 Relief Fund.
6. Vote the question of approving and signing Amendment no. 2 to Contract no. 18-1037 with Weston & Sampson Engineers, Inc. for Engineering Services for the Athletic Fields and Stadium Renovations.
7. Vote the question of approving and signing Contract no. 18-2003 Task Order no. 18 with TEC, INc. – The Engineering Corp for Old Stone’s Bridge Engineering Assistance Services.

**PUBLIC DOCUMENTS PROVIDED TO THE BOARD OF SELECTMEN FROM
DECEMBER 13, 2020 THROUGH AND INCLUDING JANUARY 3, 2021 OTHERWISE
NOT LISTED AND INCLUDED IN THE CORRESPONDENCE PACKET FOR
JANUARY 4, 2021**

Items distributed to the Board of Selectmen –December 13, 2020 – January 3, 2021
(none)

**Items Distributed for Information and Use by the Board of Selectmen at the Meeting of
December 14, 2020**

1. Letter of Interest from Bill Whitney for Route 20 South Landfill Advisory Committee dated December 14, 2020
2. Correspondence from Town Clerk to Board of Selectmen dated December 14, 2020 re: Resignation of Rick Green from Waste Water Management District
3. Summary of Recommended FY2022 Budget Recommendation for Town Departments and Unclassified Budgets dated December 14, 2020
4. Presentation of Fiscal Year 2022 Management Recommendation of Town Operating Budget dated December 14, 2020
5. Memorandum to Town Administrator from Human Resource Manager dated December 14, 2020 re: Bills related to Town Unemployment

**Items included as part of the Agenda Packet for discussion during the January 4, 2021
Board of Selectmen Meeting**

1. 2021 License Renewal Memo for Wayland Foreign Motors for a Used Car Dealer's License Class II
2. Town Administrator Evaluation Schedule
3. Board and Committee Vacancies as of December 15, 2020
4. Resume for Steve Curtin
5. Annual Town Meeting 2021 Article Submission forms for:
 - Capital Stabilization Fund
 - Senior Tax Work Off
 - Non-Union Personnel COLA
 - Select Board/Town Manager Act
 - Spencer Circle Acceptance
 - Community Choice Aggregation
 - Solar at Loker
6. Select Board/Town Manager Special Act Frequently Asked Questions (FAQS) updated January 4, 2021
7. Select Board / Town Manager Special Act Executive Summary updated January 4, 2021
8. Select Board / Town Manager Act updated January 4, 2021
9. 2001 Annual Town Meeting Article 19: Senior Property Tax Work-off Program
10. 2001 Annual Town Meeting Article 19 vote result
11. Massachusetts General Law - Part I, Title IX, Chapter 59, Section 5K
12. 2015 Annual Town Meeting Article 8: Accept Valor Act language and vote result
13. Wayland COVID-19 Case Update as of December 24, 2020
14. Memorandum from Board of Health Director dated December 30, 2020 re: Temporary Closure of The Dudley Chateau
15. DRAFT of Grant of Easements between Town of Wayland and Alta River's Edge for use of portion of Transfer Station Access Road
16. DRAFT of Grant of Easements between Town of Wayland and Alta River's Edge for Wastewater Improvements.
17. MassWorks Infrastructure Program Pre-Contract Information Worksheet
18. Boston Post Road (Route 20) Conceptual Sewer Design
19. Site Description Wayland Route 20 Sewer Extension
20. Correspondence between Carol Plum, Resident, Benson Gould of CMG Environmental, Inc. and others dated December 29, 2020 re: Wayland Public Involvement Plan Petition
21. Petition for Public Involvement Plan Designation RTN 3-0036013 and RTN 3-0034474

22. Copy of Legal Notice to December 10, 2020 Wayland Town Crier re: Notice of Initial Site Investigation and Tier I Classification 484 Boston Post Road, Wayland DEP RTN 3-36013
23. Correspondence from CMG Environmental, Inc. to Town of Wayland dated December 2, 2020 re: Notice of Phase I – Initial Site Investigation, 484 Boston Post Road, Wayland MA RTN 3-36013.
24. Documentation pertaining to the Amendment no. 1 to Ground Lease between Town of Wayland and Horizon Towers LLC.
25. Board of Selectmen Meeting Minutes Draft for December 7, 2020
26. Board of Selectmen Meeting Minutes Draft for December 14, 2020

BOARD OF SELECTMEN
Monday January 4, 2020
5:00 pm
Wayland Town Building
Council on Aging Room
41 Cochituate Road, Wayland, MA

CORRESPONDENCE

1. Correspondence from Department of Housing & Community Development to Board of Selectmen dated December 10, 2020 re: Local Initiative Program LAU Approval – The Subdivision at Michael Road, Wayland.
2. Correspondence from the Massachusetts Bay transportation Authority to Board of Selectmen dated December 14, 2020 re: Forging Ahead: Changes of Service Proposal
3. Correspondence from Town Administrator to Richard Schifone, Eversource Rights & Permits Supervisor dated December 15, 2020 re: Request to rescind the Grant of Location Petition for Rice Road.
4. Correspondence from Marco Cardillo to Neil McPherson, Fire Department Chief dated December 21, 2020 re: Gift of \$200 to the Wayland Fire Department from Late Brother's Estate (Anthony Cardillo).
5. Correspondence from Richard Turner, Chair of Public Ceremonies Committee dated December 21, 2020 re: After Action Report for Wreaths across America Event.
6. Correspondence from Massachusetts Division of Capital Asset Management and Maintenance to Board of Selectmen dated December 21, 2020 re: Commonwealth's Search for Lease Space.
7. Correspondence from Teri Hegarty, Management Analyst, to Town Administrator, dated December 31, 2020, re: Quota of Alcoholic Beverages Licenses
8. Correspondence from Xfinity to Board of Selectmen dated December 16, 2020 re: Programming Changes & Municipal Emergency Reporting Procedures.
9. Correspondence from Civic Plus to Town Administrator dated December 15, 2020 re: 2020 Annual Review & Update on 2021
10. Correspondence from Framingham Planning Board to Wayland Planning Board dated December 23, 2020 re: Notice of Public Hearing – 490 Cochituate Road Application of Santander Bank.
11. Correspondence from Xfinity to Board of Selectmen dated December 22, 2020 re: Regional Sports Networks.