

Supplemental
PACKET

Dec 19

2020

The following list of documents have been added to the Supplemental Packet of the Board of Selectmen Meeting for 1.19.2021 and are labeled according to their corresponding agenda item.

1. Revised 1.19.2021 Board of Selectmen Agenda

3.1 Annual Town Meeting 2021 Article Submission forms for:

- Climate Emergency Resolution
- Information Ombudsman
- School Elementary Space Utilization Study 2021-22
- Select Board / Town Manager Special Act

3.2 2021 Annual Town Meeting Working Article List

7.1 DRAFT of Grant of Easements between Town of Wayland and Alta River's Edge for use of portion of Transfer Station Access Road

7.2 DRAFT of Grant of Easements between Town of Wayland and Alta River's Edge for Wastewater Improvements

7.3 DRAFT Correspondence from Town Administrator re Public Involvement Plan Petition Request Planned River's Edge Development

7.4 Link to Release Abatement Measure (RAM) Plan for River's Edge Prepared for Alta River's Edge, submitted to Massachusetts Department of Environmental Protection



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 Agenda posted January 14, 2021 at 3:05 pm

BOARD OF SELECTMEN
Tuesday, January 19, 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. 2021 Annual Town Meeting:
 - a. 2021 ATM articles: review list of articles submitted; determine staff work required and financial costs outside budget; assignments
- 6:00 pm 4. Town Administrator Evaluation: Board members to submit completed individual evaluation forms of the Town Administrator to the Chair
- 6:05 pm 5. COVID-19: Update from Town Administrator

BOARD OF SELECTMEN
Tuesday, January 19, 2021
5:00 p.m.
Wayland Town Building
41 Cochrane Road, Wayland, MA

- a. Vaccination Update
- b. Surveillance Testing in schools

- 6:30 pm 6. Town Administrator update
- a. FY2020 Audit Letter response
 - b. Staffing/Ombudsman
 - c. TA Advisory Committee on Race
 - d. Full day Kindergarten
- 7:00 pm 7. River's Edge: Update to include permitting, easement and wastewater documents, 12th amendment to the land disposition agreement, ~~and timeline~~ and Petition for Public Involvement Plan (PIP) designation update; possible vote of designating and approving signing authority to Louise Miller, Town Administrator for any documents related to the River's Edge transaction.
- 7:50 pm 8. Minutes – January 2, 2021, January 4, 2021, January 11, 2021 and ~~January 15, 2021~~; review and vote to approve
- 7:55 pm 9. Consent: review and vote to approve
- 8:00 pm 10. Correspondence
- 8:05 pm 11. Selectmen's Reports and Concerns
- 8:10 pm 12. Topics not Reasonably Anticipated 48 hours in advance, if any
- 8:15 pm 13. Executive Session
- I. 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;
 - II. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with The Wayland Library Staff Association MFT, AFT, AFL-CIO; and
 - III. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with AFCME
 - IV. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and approve the executive session minutes of January 8, 2021, January 15, 2021 and January 11, 2021

Approve and Hold: Executive Session minutes of January 8, 2021, ~~January 15, 2021~~ and January 11, 2021

BOARD OF SELECTMEN
Tuesday, January 19, 2021
5:00 p.m.
Wayland Town Building
41 Cochituate Road, Wayland, MA

8:45 pm 14. Adjourn

BOARD OF SELECTMEN
Tuesday, January 19, 2021
5:00 p.m.
Wayland Town Building
41 Cochrane 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 signing invoice #129223 from KP Law, dated December 30, 2020, for professional services rendered through November 30, 2020 in the amount of \$2,682.39
4. Vote the question of approving and signing invoice #129224 from KP Law, dated December 30, 2020, for professional services rendered through November 30, 2020 in the amount of \$130.50
5. Vote the question of approving expenditure of \$496.90 from the Wayland COVID-19 Relief Fund.
6. Vote the question of accepting with thanks three (3) donations in the amount of \$300.00 to the Wayland COVID-19 Relief Fund.
7. Vote the question of accepting with thanks six (6) donations in the amount of \$1,750.00 to the Testing for COVID-19 in the Wayland Schools Fund.

WORKING DOC ARTICLE LIST 2021 ANNUAL TOWN MEETING

Article	Article Name	Sponsor	Vote to insert	Staff Required Tasks	Assignee Selectmen	Assignee FinCom	Position Selectmen	Position FinCom	Date to discuss
	Recognize Citizens and Employees for Particular Service to the Town	Board of Selectmen		<ul style="list-style-type: none"> Benefits Manager, Town Clerk, etc. for list of names 					
	Pay Previous Fiscal Year Unpaid Bills	Board of Selectmen		<ul style="list-style-type: none"> FD to collect and list previous bills 					Feb 1
	Current Year Transfers	Board of Selectmen		<ul style="list-style-type: none"> FD and TA to identify transfers 					Mar 15 & 22
	OPEB Funding	Board of Selectmen		<ul style="list-style-type: none"> TA & FD to review and make recommendations 					Mar 15 & 22
	Fiscal Year 2022 Revolving Fund Expenditure Limits	Board of Selectmen		<ul style="list-style-type: none"> FD works with relevant departments 					Feb 8
	Compensation for Town Clerk	Board of Selectmen		<ul style="list-style-type: none"> TA, HR Manager and Personnel Board to work with Town Clerk 					Feb 8
	Personnel Bylaws and Wage & Classification Plan	Board of Selectmen		<ul style="list-style-type: none"> TA, HR Manager & Personnel Board 					Mar 15
	Non-Union Personnel COLA	Board of Selectmen		<ul style="list-style-type: none"> TA to determine whether it can be combined with previous article 					Feb 1
	Surface Water Quality Committee Budget	Board of Selectmen		<ul style="list-style-type: none"> ATA provide content of Article Explanation 					Feb 1
	FY 2022 Omnibus Budget	Finance Committee		<ul style="list-style-type: none"> TA & FD with FinCom to determine sources of funding 					Mar 15 & 22
	Choose Town Officers	Board of Selectmen		<ul style="list-style-type: none"> BoS to confirm all nominees' ability and willingness to serve 					
	Hear Reports	Board of Selectmen		<ul style="list-style-type: none"> BoS to work with boards that need to submit reports 					
	Sell or Trade Vehicles and Equipment	Board of Selectmen		<ul style="list-style-type: none"> TA requests departments to identify vehicles/equipment for article 					March 15
	Accept Gifts of Land	Board of Selectmen		<ul style="list-style-type: none"> TA to work with BoS 					
	Select Board/Town Manager Act	Board of Selectmen							
	Purchase of Land Located at Town Center	Board of Selectmen		<ul style="list-style-type: none"> TA to work with BoS 					March 15

WORKING DOC ARTICLE LIST 2021 ANNUAL TOWN MEETING

Article	Article Name	Sponsor	Vote to insert	Staff Work required/Tasks	Assignee Selectmen	Assignee FinCom	Position Selectmen	Position FinCom	Date to discuss
	Community Choice Aggregation	Board of Selectmen		<ul style="list-style-type: none"> TA to work with BoS and Energy & Climate Committee 					Feb 8
	Remote Participation at ATM	Board of Selectmen		<ul style="list-style-type: none"> TA to work with Town Counsel 					Feb 22
	Capital Stabilization Fund	Board of Selectmen		<ul style="list-style-type: none"> TA & FD to work with BoS & FinCom to determine funding recommendation 					Feb 22
	Solar at Loker School	Board of Selectmen		<ul style="list-style-type: none"> TA & Public Buildings Director to negotiate contract 					Feb 8
	Transfer Station Enterprise Fund: 1. Dissolve revolving fund 2. Create enterprise fund 3. Approve Transfer Station Enterprise Fund budget	Board of Selectmen		<ul style="list-style-type: none"> TA & FD work with DPW Director and BoPW. Create Budget Plan for Transfer Station 					Feb 22
	Appropriation to pay BAN related to River's Edge	Board of Selectmen		<ul style="list-style-type: none"> TA & FD to determine amounts and source of funding 					Mar 8
	Tax Work off Language	Board of Selectmen		<ul style="list-style-type: none"> TA & HR Manager with Legal Counsel to prepare content 					Mar 8
	Accept Spencer Circle	Board of Selectmen		<ul style="list-style-type: none"> TA, BoS, BoPW and Town Counsel to finish negotiations with easement language 					Feb 22
	Resolution to Continue Electronic Voting Through FY2027	Petitioners		<ul style="list-style-type: none"> Town Counsel, TA, BoS, ELVIS to draft needed documents 					Feb 22
	FinCom Appointing Board	Petitioners		<ul style="list-style-type: none"> None 					
	CPA Historic Preservation: Rehab 70-74 Main St	CPC		<ul style="list-style-type: none"> ATA to work with Town Counsel 					Mar 8
	CPA Historic Preservation: Cemetery Stones & Library Archival	CPC		<ul style="list-style-type: none"> Department Managers to work with FinCom as needed 					Mar 8
	CPA Open Space: Native & Pollinator Plants	CPC		<ul style="list-style-type: none"> Conservation Agent to work with FinCom as needed 					Mar 8
	CPA Rec: Mill Pond Dam, Athletic Field design, Heard Farm Improvements	CPC		<ul style="list-style-type: none"> Department Managers to work with FinCom as needed 					Mar 8

WORKING DOC ARTICLE LIST 2021 ANNUAL TOWN MEETING

Article	Article Name	Sponsor	Vote to insert	Staff Work required/Tasks	Assignee Selectmen	Assignee FinCom	Position Selectmen	Position FinCom	Date to discuss
	CPA: Set Asides	CPC		<ul style="list-style-type: none"> FD to work with CPC 					Mar 8
	Establish Wayland Human Rights Commission	Petitioners		<ul style="list-style-type: none"> TA to work with BoS & Petitioners 					Mar 15
	Loker Turf Field	Recreation		<ul style="list-style-type: none"> Recreation Commission and Director to work with FinCom as needed 					Feb 8
	Recognize Law Enforcement Day	Petitioners							
	School Elementary Space Utilization Study 2021-2022	School Committee							
	Climate Emergency Resolution	Petitioners							
	Town Information Ombudsman	Petitioners							



TOWN OF WAYLAND

PETITIONERS' ARTICLE FOR TOWN MEETING

Attach extra pages if necessary

RECEIVED

JAN 15 2021

Board of Selectmen
Town of Wayland

2:23 PM

Article Title: Resolution to Declare a Climate Emergency

Estimated Cost: TBD by Task Force

Article Text for Warrant: To determine if the town will vote to:

- 1) Declare that a climate emergency threatens our town, all human civilization, and the natural world; and that a climate emergency mobilization effort to meet this challenge is both a moral imperative to remedy environmental harms and an opportunity to convert to a just and ecologically sustainable economy and improve human lives;
- 2) Commit to a town-wide mobilization of municipal departments, boards, commissions, residents, and businesses, with the ambition of achieving an 85% reduction of community-wide greenhouse gas emissions from its current levels by 2030;
- 3) Create a Climate Emergency Mobilization Task Force composed of members of The Energy and Climate Committee and other residents to: (1) within 3 months report on means to achieve a rapid phase-out of fossil fuel use in Wayland municipal operations as well as residential and business settings, including changes to local ordinances and permitting processes, incentive programs, local renewable power generation, and municipal operations, and (2) within 6 months develop a 10-year Climate Mobilization Action Plan for Wayland to achieve the above goal of an 85% reduction of community-wide greenhouse gas emissions from its current levels by 2030, which addresses greenhouse gas mitigation; resilience; adaptation; engagement; education; and taking into account the consequences of recommended technologies on residents beyond our town's borders. The planning process shall engage residents representing various ages, incomes, racial backgrounds;
- 4) Submit a certified copy of this resolution to elected officials at the county, state, and federal levels as well as to relevant agencies and request that all relevant support and assistance in effectuating this resolution be provided and encourage a state-wide, regional, and national climate emergency mobilization effort.

#	Print Name Legibly	Signature	Print Street Address
1	Michael Delman	Michael J. Delman	192 Stonebridge Road
2	Stephanie Howard	Stephanie Howard	192 Stonebridge Road
3	Daryl Vanderburgh	[Signature]	31 Stonebridge Rd.
4	Linda Vanderburgh	Linda Vanderburgh	31 Stonebridge Rd.
5	Zoe Hughes	[Signature]	26 Lake Road
6	Mark Hughes	Mark Hughes	26 LAKE RD
7	Karen MS Hughes	[Signature]	26 Lake Rd
8	John McGah	John McGah	24 Shawmut Ave.
9	Kathryn Y. Lee	[Signature]	69 Woodridge Rd
10	Bernard Lee	[Signature]	69 Woodridge Rd



TOWN OF WAYLAND
PETITIONERS' ARTICLE FOR TOWN MEETING
Attach extra pages if necessary

11	KATRIEN VANDER STRAETEN	Amundtson	60 SHAW DRIVE
12	SATRAJIT GHOSH	Satrajit Ghosh	60 SHAW DR
13	Molly Foresman	Molly Foresman	123 Stonebridge Rd.
14	BEN SUPNIK	Molly	10 GRACER D
15			

DRAFT



TOWN OF WAYLAND
PETITIONERS' ARTICLE FOR TOWN MEETING
Attach extra pages if necessary

Article Title: Resolution to Declare a Climate Emergency

**Estimated Cost: TBD by Task
Force**

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):

Climate change has been widely acknowledged as an existential threat to humanity, the single greatest concern we face with rippling and escalating consequences if it is ignored. Recognizing the climate crisis as the emergency it is creates a cultural pivot that mobilizes us at the municipal and individual level to respond with the urgency that is required. The pandemic that currently floods our hospitals and destroys our businesses is a harbinger of the numerous problems we in Wayland will face and, indeed, humanity faces worldwide if we continue our trajectory of limiting ourselves to incremental change. We must scale at a far more rapid pace in order to prevent the worst effects of heat waves, storms and flooding, the rampant spread of new diseases, population dislocations, disruptions to food supply, and numerous other effects from greenhouse gas emissions. The Intergovernmental Panel on Climate Change's 2018 report starkly stated the dire consequences if we do not reduce emissions sufficiently by 2030, and as a nation, we have wasted over two of those years. The costs of inaction far outweigh the costs of making significant changes.

While state and federal legislation may be forthcoming, there are two concerns in delaying town-wide action. First, waiting and hoping is a poor strategy. We have seen our state delay too many times, just this winter with the legislatures' bill, S. 2995, and the federal government is far more divided on prioritizing climate issues than our own town. Second, Wayland is in a position to lead. Some of the leading thinkers on the issues are members of our Town. We also have more resources than most towns in the state. Out of 351 towns and cities, Wayland ranks 11th in median family income at \$204,000. Wayland needs to and can be at the forefront of creating and implementing innovative policies and practices.

Opposition is likely to be centered on the fact that the actual price tag is unknown and cannot be determined until the appointed Task Force returns with its findings. The role of the Task Force is to find one or more paths to achieving the stated goal of reducing emissions by 85% from current levels by 2030. Of course, the Task Force may return with a modified goal that is somewhat lower, and whatever recommendations are made will need to be approved.



TOWN OF WAYLAND
PETITIONERS' ARTICLE FOR TOWN MEETING
Attach extra pages if necessary

Petitioners' Comments (150-word limit per Town Code):

Climate change has been widely acknowledged as an existential threat to humanity, the single greatest concern we face and one with rippling and escalating consequences if it is addressed only incrementally. Recognizing the climate crisis as an emergency mobilizes us at the municipal and individual levels to respond with the urgency that is required. The Intergovernmental Panel on Climate Change's report starkly stated the dire consequences if we do not reduce emissions sufficiently by 2030: heat waves, storms and flooding, the rampant spread of new diseases, population dislocations, and disruptions to food supply among others. Taking bold action is the best way we can exert pressure upward to state and federal levels just as 1800 other municipalities around the world already have. Wayland has the knowledge and resources to lead. We owe this to our children, our grandchildren, and the planet itself.

Lead Petitioner's Contact Information*

Name (for publication in warrant): Michael Delman

Phone (for discussing article): 774-279-6395

Email (for publication in mdelman@BeyondBookSmart.com

Signature of Lead Petitioner: Michael S. Delman **Date:** January 14, 2021

** The lead petitioner will serve as spokesperson for the article and will be the contact person for the Finance Committee, Board of Selectmen, and Planning Board, if the petition is a zoning issue.*



TOWN OF WAYLAND
PETITIONERS' ARTICLE FOR TOWN MEETING
Attach extra pages if necessary

Article Title: Support Information Ombudsman Resources **Estimated Cost:** \$25,000

Article Text for Warrant: To determine if the town will vote to:

appropriate a sum of money to be expended by the Town Administrator to support information ombudsman functions within Wayland Town government, to communicate and prioritize facts, truth and information as a resource for citizens. Trust in one's community and fellow townspeople rests fundamentally upon facts that can be relied upon, and in our current information age, the Town shall recognize facts and truth as a valuable resource to be supported and protected. Such financial appropriation shall be provided by taxation, by transfer from unappropriated funds or by transfer of funds already appropriated for another purpose.

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TOWN OF WAYLAND
PETITIONERS' ARTICLE FOR TOWN MEETING
Attach extra pages if necessary

Article Title: Support Information Ombudsman Resources

Estimated Cost: \$25,000

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):

“Everyone is entitled to his own opinion, but not to his own facts.”
– Daniel Patrick Moynihan

In light of violent events in our nation’s Capitol in January 2021, which were motivated in large measure by Americans believing false information disseminated on social media – and then accelerated by the tinder of the internet where lies travel six times faster than truth (*Source: The Social Dilemma, 2020*) – we must begin to create tools to help discern between fact and fiction. Words matter. The truth matters.

Yes, everyone has first amendment rights. But when *results* stemming from First Amendment rights – particularly when speculation or lies are passed as truth and not challenged – begin to tear apart the fabric of a community, we are beginning to realize that a community must stand up and help truth rise to the surface, for the good of all.

Here in Wayland, our community has been impacted by tough debates and decisions over the years. We have many more to come. Together, now it is all the more important to seek out facts and truth so that we can make these decisions together as a community, reasonably and in good faith. We can do better.

Our local social media community is rich in resources, including non-governmental websites, pages and groups like Wayland Buzz, Wayland eNews, Wayland CPA, Wayland Community Facebook page, PTO, Wayland Voters Network and many others. However, not all are transparent in listing authors and contributors. Some have opinions or speculation which are conveyed as truth, and some may unwittingly convey incorrect information.

For some platforms, like Wayland Community Facebook page, there are often chats and speculation as to what may be happening in town, all pure curiosity. With an innocuous question of “Does anyone know anything about [insert topic here]...” three or four people may chime in who may not have full information, so what ends up being circulated is not based on facts. There is no malice, but dialogues often may include misinformation about Town services, infrastructure or schools.

In other platforms, misinformation or lack of clarity leads to friction. Since 2004, Wayland Voters Network has issued periodic email updates to their subscribers. They insist on transparency from the Town when reporting on all government matters, but they themselves are nearly opaque. The editor is identified, however the rest of WVN Staff is not. Most articles have no bylines – they are just written by “WVN Staff” – so readers have no idea if there is any conflict on behalf of the writer. Headlines and content are often sensationalized or editorialized. Corrections or rebuttal are not accepted. It is a one-way megaphone, which is fine and protected by free speech; but it is circulated under the guise of true “news”, which based on all of the above, it is not.



TOWN OF WAYLAND
PETITIONERS' ARTICLE FOR TOWN MEETING
Attach extra pages if necessary

WVN notes on its webpage that their goal is a “Wayland that promotes respect for citizens” and they want to “ensure that Town of Wayland voters are informed about Town decisions.” WVN is circulated to over 1400 subscribers – nearly 20% of all Wayland households. They circulate a host of useful community information, and can and do act as a tremendous resource in many regards. But for years, questionable stories have been floated, many without substantiation or rational debate of the facts, to the detriment of our civic discourse. Conflicts over WVN coverage and bias, via letters to the editor (notably in other publications), have flared up in years past on this issue. But nothing has changed.

As just one example of the result of this, the day after the attack on the Capitol in January, a resident letter to the editor in Wayland Town Crier was published complaining about Town Center (entirely her prerogative, everyone has an opinion) and then asserting that regarding River’s Edge, the Board of Selectmen are cutting sweetheart deals with the developer and purposely hiding harmful environmental information from townspeople. These River’s Edge allegations came directly from the most recent WVN newsletter. These claims can be readily debunked.

WVN is not, then, promoting respect for citizens, nor ensuring that Town voters are informed. Beliefs based on speculation, not fact, subverts our democracy, subverts our trust in one another, and turns us unnecessarily against each other. As we’ve now seen the toxic results of this endgame at the US Capitol, it is time for us to stop and throw a lifeline for truth.

So what can we do? Begin to take action.

First, our local social media community is a true town resource. The Town should catalogue these resources and inform the community of their information and links for easy reference. To protect the truth, as a Town we should confirm the following for each platform:

1. Group members responsible for the content are **disclosed**
2. Authors should be **identified**, so writers can’t hide behind anonymity
3. Any **conflicts** should be noted
4. **Corrections** should be available to readers

If these are not confirmed by a platform, and we as a Town know this, then we need in good faith to caution Townspeople that the group should be questioned as a news source. Similar to Twitter or Facebook, the Town would flag them on the list with **🚫 News on this site may be anonymously generated and not able to be refuted or corrected, therefore should be verified with other sources.**

This messaging is just the first step, and an important one. However, many may not see it. So we must go further.

Second, as a Town we need to create the functionality of an **Information Ombudsman**. An Ombudsman by original definition is an individual who roots out government corruption. This petition is not that. This is more like a media ombudsman, a person or department whose sole mission is to root out the truth behind a complaint or an issue, not to take sides, just dig for the facts.



TOWN OF WAYLAND

PETITIONERS' ARTICLE FOR TOWN MEETING

Attach extra pages if necessary

In Wayland, a separate page can be created on our Town website. If someone has a complaint, or a question, they can go to the Info Ombudsman link, phone number or email. Acting with the mindset of an Info Ombudsman, whoever is answering has no skin in the game but to find the answers, and they have the role and responsibility to do so. They can direct people where to find answers, and if they don't know, they can reach out to the correct board, committee or Town employee to find the answers. They are an information connector.

Complaints can become non-confrontational for all parties. Queries can get answered. All requests are public and posted. If one person has a question, most likely others do too, so it helps to make information public and searchable.

And when a WVN newsletter comes out, or any other town Facebook page, or email blast, which may have factually incorrect information, whoever is managing the Info Ombudsman page can fact-check it. Not rebut it, which implies defending a position – just flag and fact check what is incorrect. And post it. If there is any debate over the fact itself, even that can be honed until the fact is revealed.

In this way, there can be a reliable resource for those who may be trying to understand what is real and what is speculation, to readily understand what is fact. Then they can form their own opinions from there. Wayland is a community and we need to defend *truth*, before anyone starts defending *positions*.

Wayland as a Town is extraordinarily disciplined with truth once a year in regard to Town Meeting. Petitioners and committees are held responsible to assure that every warrant article is meticulously written to explain the facts, and only then can positions for and against be developed. We need to apply this discipline all year around, create staff functionality for fact verification for all matters relating to the Town, for the benefit of our community. We may not always agree on our opinions but we should not be wasting time and money and friendships and respect over “facts” that can be readily debunked.

The funds being requested are a contingency budget to support Information Ombudsman functionality within the Town. The Town's website may not be able to support a robust Ombudsman page, so web consulting may be needed to create a linked landing page or other accessory; additional time may be needed to set it up initially; or information distribution which may need additional support. Funds will be used only as needed, and usage shall be tracked on the Ombudsman page, in the spirit of open information.

This budget constitutes a one-year experiment, to help get efforts underway, to see if efforts are working over the course of a year, and if so, help determine what funds may be needed for long term efforts to sustain the commitment.

Some may say that the Town can't afford to spend the time, attention and resources to create or support this functionality. We can't afford NOT to. The Town is already burdened with FOIA requests and Open Meeting Law complaints, justified or not, and this may help streamline those and restore trust. It can protect Town employees and board and committee volunteers, with a non-confrontational method of getting information, so that they don't feel personally affronted, and they can get on with the business of their work, while an impartial intermediary fields requests and questions in a professional way.



TOWN OF WAYLAND
PETITIONERS' ARTICLE FOR TOWN MEETING
Attach extra pages if necessary

For those looking to find the information, it also provides a non-confrontational pathway, so they are not reduced to having to file FOIA requests, or otherwise have their only other avenue be to rapid-fire questions during meeting Public Comment which may or may not get answered. Even perhaps OML complaints could get solved in days instead of weeks and months and with a lot less paperwork.

Some may say that a small number of townspeople may abuse this new resource, and indeed it may have to be protected from overuse, protocols can be figured out over time to protect the rights for all to equally access this resource. Some may complain that not all information will be able to be shared at any given time, given employment law or executive session legalities – but even if we can openly share 95% of the information topics, and directly state why other info cannot be shared at that time, we are a better community for it.

Some may say that if the Information Ombudsman role is under the Town Administrator (or any other Town board or committee) that it cannot be truly independent to be able to provide unvarnished facts. For the Town to fund or direct any efforts, it must be in some way part of, or tied to, Town government, this is true. But to mitigate concerns, by making the tools, questions and answers all publicly available on the Ombudsman webpage, if anyone has a concern with the facts as they are presented, concerns can be raised, publicly, and worked through together.

We live in an era when disinformation can be disseminated as truth in a matter of seconds, and as a Town we need to step up and protect and cultivate the truth. Truth is no longer a passive goal. We must set it as a priority and at least try to fix what is not working.

Petitioners' Comments (150-word limit per Town Code):

Words Matter. Truth Matters. Facts Matter. Community is one of our most precious resources. We've seen over the past few years that truth doesn't just float to the top, we need to actively engage so that it does. We need to throw it a lifeline. We have so many important issues facing us as a Town. To find solutions, we need to put ourselves on a solid foundation to face them together – and a large part of that is using the power of the internet to make sure that information and facts are available and are a meaningful and useful tool for all of our residents.

Lead Petitioner's Contact Information*

Name (for publication in warrant): Rebecca Stanizzi
Phone (for discussing article): 617-922-3409
Email (for publication in rstanizzi@wayland.ma.us

Signature of Lead Petitioner: _____ **Date:** _____

** The lead petitioner will serve as spokesperson for the article and will be the contact person for the Finance Committee, Board of Selectmen, and Planning Board, if the petition is a zoning issue.*

Article Title: Implement Recommendation of the Elementary Space Utilization Study for the 2021-2022 School Year **Estimated Cost:** \$350,000

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

To determine whether the Town will vote to:

- a) Appropriate the sum of \$350,000 to be expended under the direction of the School Committee for the design, permitting, engineering, leasing, placement and installation of temporary or modular space units and construction to provide for the additional space needs at the Elementary Schools resulting from the COVID-19 related response to in person instruction as recommended by the (contracted) TBA Architect Space Utilization Study; including any and all other costs incidental or related thereto;
- b) Provide for said appropriation by borrowing, taxation, transfer from unappropriated funds, transfer from available funds appropriated for other purposes by borrowing under MGL Chapter 44 or any other enabling authority, or otherwise;
- c) Authorize the School Committee and the Town Administrator to take any action necessary to carry out this program.

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):

A space utilization study conducted by TBA Architects in early winter built on the work of the district's 2012 utilization study and the 2020 ventilation assessment. It identified essential space requirements for the 2021-2022 school year commencing in August 2021. The estimated cost of this project reflects the lease, placement and installation costs for temporary or modular units sited at the elementary school campuses and construction costs associated with adding, remodeling, refurbishing and repurposing space at the elementary schools. This request would require project management services.

Implementation of the Space Utilization Study recommendations will resolve capacity issues related to COVID-19 to ensure our instructional and student services staff have the spaces necessary in which to deliver and conduct educational services. Elementary school class sizes and instructional spaces are at capacity as a result of COVID-19 driven instructional needs. Due to DESE's requirements for health waiting rooms, ventilation specifications and social distancing protocols, certain spaces within each elementary school have become limited or altogether unavailable for service delivery. There is a need to restore spaces for service delivery and conducting confidential parent and student services meetings.

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

To return more students to an all-in model with continued COVID-19 health and safety requirements, there is a need to restore spaces for service delivery and conducting confidential parent and student services meetings. The completion of this work will make certain that educational and student support services will be delivered in safe and appropriate spaces.

Contact Information for Publication in Warrant

Contact Person Name: Jeanne Downs Contact Person Phone: 358-0270

Contact Person Town Email: jeanne-downs@waylandps.org

Proposing Board Information

Board Name: Wayland School Committee

Board Vote (Quantum) to Submit Article: 5-0-0 Date of Board Vote: 1/13/21

Signature of Board Chairperson: Jeanne Downs Date: 1/15/21



TOWN OF WAYLAND
SPONSORING BOARD ARTICLE REQUEST FOR TOWN MEETING

Attach extra pages if necessary

RECEIVED
JAN 13 2021
Board of Selectmen
Town of Wayland

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 determine 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 \$95 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 on line (add link). 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 Special Act accomplish? The Special Act defines the Town Manager's authority and responsibility for administration, finances, personnel, and facilities/property.

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



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Attach extra pages if necessary

staff); 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 Administrator Special Act of 2004 under Chapter 60 of Town Code.

The Special 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 Special 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 Special 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 else does the Special Act accomplish? The Special 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 Special 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 Special Act changes the Town Clerk from an elected to an appointed position.

The Special 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.



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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 Special 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 Special 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 Special 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 Special 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 Special 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.



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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 18 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."*

**accomplished in 2004*

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.



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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: 4-1 **Date of Board Vote:** Jan. 4, 2021
Signature of Board Chairperson: *Clayton Kasey* **Date:** 1-13-21

1/4/21

SELECT BOARD/TOWN MANAGER SPECIAL 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.

**Select Board/Town Manager Special Act
Frequently Asked Questions (FAQS)
1-4-2021**

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 6 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 \$95 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 Special 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 Special 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 Special 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 the Special 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? COO?** The underlying check on the authority of the Town Manager in his/her role as Chief Financial Officer and Chief Operating 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 that once those recommendations are approved by the legislative body, 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 Select Board 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.

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 Special 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.

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 Building 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, certain 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”) upon completion of the drainage infrastructure. 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, expenses (including reasonable attorneys' fees), 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 and/or the Town Property of oil or hazardous materials as defined under federal, state or local law which is caused by the Grantee, the Benefited Parties, ~~or~~ 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. To the extent that the Grantee or anyone acting for or through the Grantee releases or is otherwise responsible for a release of oil or hazardous materials on the Town Property in quantities or concentrations requiring reporting to the Massachusetts Department of Environmental Protection (MassDEP) or any other governmental authority with jurisdiction over the Town Property or the release, the Grantee shall promptly notify the Town of the reportable condition. After consultation with and approval from the Town and the Town's Licensed Site Professional (LSP), the Grantee shall submit a release notification form to MassDEP (or other governmental authority as appropriate), designating itself as the responsible party and shall be responsible at its sole cost and expense for expeditiously achieving a Permanent Solution with no conditions, including no activities and use limitations (the "Permanent Solution"). The Grantee shall continue to consult with and obtain approval from the Town and the Town's LSP on all remedial strategies and submissions until the Permanent Solution is achieved.

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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 minimum 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 through the time period applicable as required by the statute of repose and independent contractor's liability and coverage for property damage; (b) automobile liability insurance for owned and non-owned automobiles, ~~and~~ trucks and all other licensed for road use vehicles, and/or hired/rented automobiles, and trucks and all other licensed for road use vehicles, 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 Employers Liability in the amount of One Million Dollars (\$1,000,000.00); (d) contractors pollution liability in the amount of Two Million Dollars (\$2,000,000.00) Each Occurrence and Two Million Dollars (\$2,000,000.00) in the Aggregate; and ~~(e)~~ 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 combination of primary and excess/umbrella liability policies.

11. General Insurance Requirements. All insurance required hereunder shall name the Town and its officers, employees, representatives, contractors and agents and any other party reasonably designated by the Town as an additional insured (except workers compensation/employers liability). Additional Insured afforded under the General Liability policy shall extend to ongoing and products/completed operations. All insurance required, 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). All insurance required hereunder shall provide a waiver of subrogation in favor of the Town and its officers, employees, representatives, contractors and agents and any other party reasonably designated by the Town. 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. The Town and Grantee agree that (i) the failure of the Town to demand evidence of such minimum insurance coverages or failure of the Town to identify a deficiency(ies) therein will not be construed as a waiver of Grantee's obligation to maintain the minimum insurance required under this Agreement; (ii) the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect the Grantee, nor be deemed as a limitation of Grantee's liability to the Town under this Agreement; and (iii) the Grantee is solely responsible for any deductible and/or self-insured retention.

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, but no later than the time residents of the Project are permitted to utilize such paved areas 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 , 2021~~—~~.

TOWN OF WAYLAND,
By Its Board of Selectmen

Cherry C. Karlson, Chair

Davide V. Watkins

Thomas J. Fay

Mary M. Antes

Lea T. Anderson

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

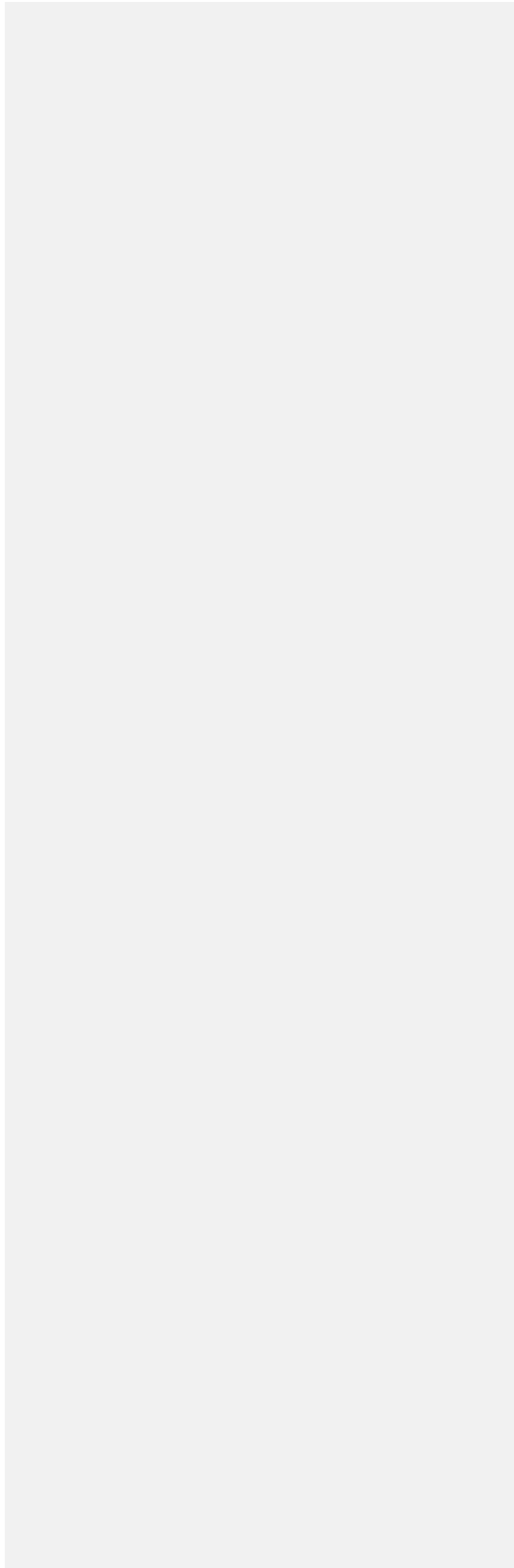
On this day of , 2021~~—~~, before me, the undersigned Notary Public, personally appeared _____, member of the Wayland Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and 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:

746074/WAYL/0103

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

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: ~~James Jim~~ Lambert
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2021—, before me, the undersigned Notary Public, personally appeared ~~James 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

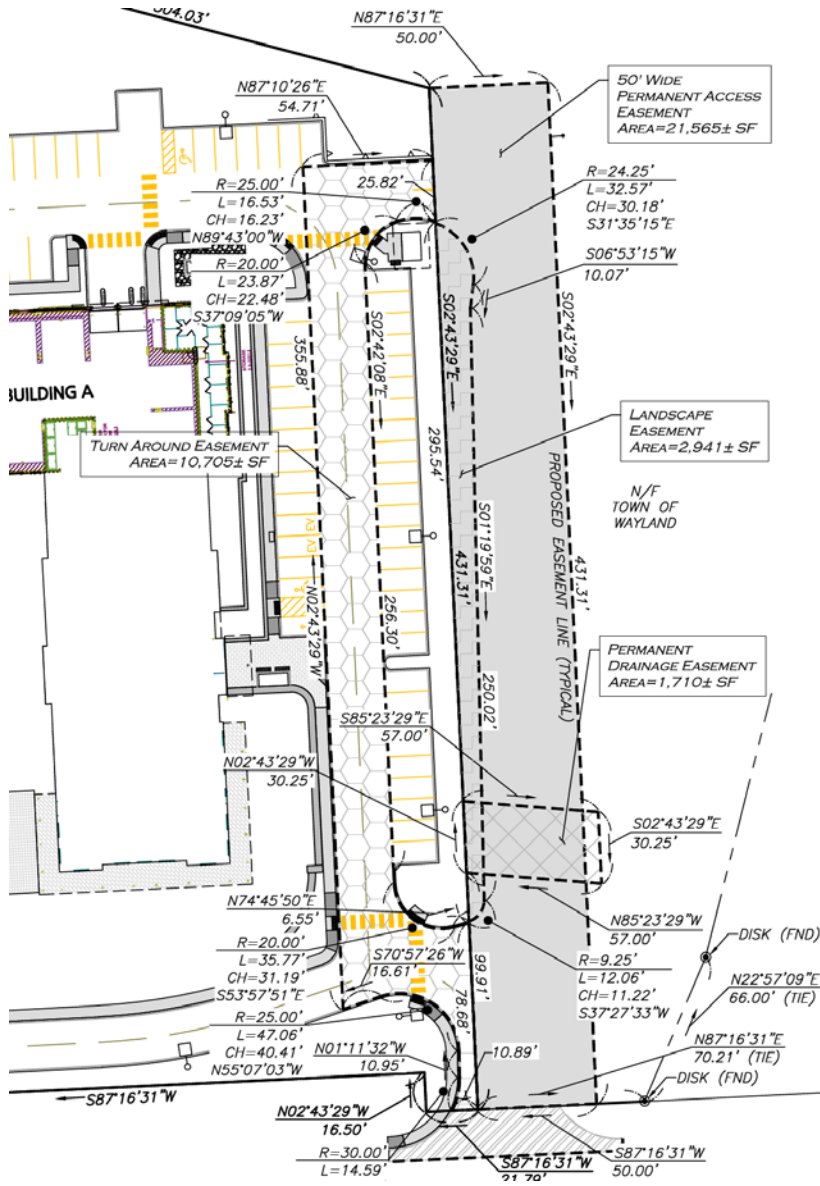
The land on Route 20, a/k/a Boston Post Road, Wayland, Middlesex County, Massachusetts, shown as Lots A, C, and E on a plan entitled "ANR Subdivision Plan Assessor's Map 22, Lot 3, Lot 6 & Lot 7 Boston Post Road, Wayland, Massachusetts" prepared by WSP Transportation & Infrastructure, dated June 1, 2015, 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.

Exhibit C*

Plan



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.

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 and having an address of Wayland Town Building, 41 Cochituate Road, Wayland, Massachusetts 01778, 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 Exhibit A attached hereto and incorporated herein (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 consisting of (1) a leaching field, force main, 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 as well as the accessways required to gain access to such On-Site Wastewater Infrastructure is approximately shown on the sketch plan (the “Sketch Plan”) attached hereto as Exhibit B and incorporated herein (subject to modification as provided herein, the “Easement Premises”);

WHEREAS, Grantor and the Town acknowledge and agree that the construction of the On-Site Wastewater Infrastructure and, upon completion thereof, the ongoing

operation, inspection, repair, maintenance and, as necessary, replacement of the On-Site Wastewater Infrastructure, is 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) and the Town's agreement to operate, inspect, maintain, repair, and, as necessary, replace the On-Site Wastewater Infrastructure (collectively, the "Wastewater O/M Work"), the Town has required that the Grantor grant 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 perform the Wastewater O/M Work and to discharge treated effluent from the Town's wastewater treatment facility located at Elissa Drive, Wayland, Massachusetts (the "Town WW Facility") to the leaching field that is to be constructed as part of the On-Site Leaching Field Infrastructure; and

WHEREAS, Grantor has agreed to convey the foregoing easements to the Town, subject to the terms and conditions set forth herein.

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. Subject to the terms and conditions hereof, effective upon the WW Operation Date (hereinafter defined), the Grantor hereby grants the Town: (a) a permanent easement over, across, under and through the Easement Premises, for the purpose of performing the Wastewater O/M Work; (b) a permanent easement for pedestrian and vehicular traffic, including heavy equipment over, across and through certain roads, drives and paths located on the Grantor Property and within the Easement Premises which are required to gain access to the On-Site Wastewater Infrastructure in order to perform the Wastewater O/M Work; and (c) a permanent easement and right to discharge treated effluent from the Town WW Facility to the leaching field that is to be constructed as part of the On-Site Leaching Field Infrastructure; *provided, however*, that the Town shall in no event return treated effluent from the Town WW Facility in quantities which exceed the amount that the leaching field is designed to receive (collectively, the "Easement"). For the purposes hereof, the "WW Operation Date" shall mean the date upon which the On-Site Wastewater Infrastructure is fully completed, accepted by the Town, operational and ready to discharge and receive effluent to and from the balance of the New Town Wastewater Infrastructure.

2. Location of the Easement Premises. The Easement Premises, as shown on the Sketch Plan, are shown in their approximate location only based on the current design plans for the On-Site Wastewater Infrastructure. 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 as-built location of the On-Site Wastewater Infrastructure and the final Easement 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 Easement Premises, 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 (subject to the terms of the LDA (hereinafter defined) and the Development Agreement (hereinafter defined)), install and construct all On-Site Wastewater Infrastructure on the Grantor Property, to the boundary line of the Grantor Property. 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 (to the extent not already approved by the Town and its applicable departments and/or divisions as of the date hereof), (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 (collectively, the “OS Wastewater Construction Plans and Approvals”). Upon completion of the On-Site Wastewater Infrastructure in accordance with the OS Wastewater Construction Plans and Approvals and final inspection and approval thereof by the Town (or its applicable agency or department), the Grantor and the Town shall take any and all actions necessary to dedicate the On-Site Wastewater Infrastructure to the Town, whereupon it shall be and remain the property of the Town. The Town agrees to inspect (or cause the inspection of) the completed On-Site Wastewater Infrastructure as soon as practicable after receipt of notice of such completion from Grantor.

4. Maintenance and Operation of the On-Site Wastewater Infrastructure.

Subject to there being no default of Grantor under the O&M Agreement (hereinafter defined) beyond any applicable notice and cure period, the Town shall, at its sole cost and expense, have sole responsibility to perform all required Wastewater O/M Work in a good and safe condition at all times in accordance with the O&M Agreement, all applicable laws, by-laws and regulations, including without limitation all Environmental Laws, and otherwise in a manner required to keep the On-Site Wastewater Infrastructure fully-functioning and operational at all times, except to the extent Grantor, Grantor’s representatives, employees, agents, tenants, invitees, and those claiming by or through Grantor, through their negligence or willful misconduct, cause damage to the On-Site Wastewater Infrastructure. In connection with the performance of any Wastewater O/M Work, the Town shall have the right to remove any trees, vegetation or brush within or immediately adjacent to the Easement Premises necessary to perform such work. The

Town shall, except in the event of an emergency, provide the Grantor with 48 hours' notice of any anticipated Wastewater O/M Work. For the purposes hereof, "Environmental Laws" means and includes any applicable present and future local, state and federal law relating to the environment and environmental conditions including without limitation, the Resource Conservation and Recovery Act of 1986 ("RCRA"), 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"). 42 U.S.C. 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act, 49 U.C.S. 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7410 et seq.; the Clean Water Act, 33 U.S.C. 7101, et seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et seq.; the Massachusetts Contingency Plan, 310 CMR 40.0000, et seq., and any other state and local analogs or laws regulating pollution and the environment; all as amended, and any regulations promulgated under any of the foregoing statutes, or any similar state law or local ordinance.

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 the Town's maintenance and repair obligations with respect to the On-Site Wastewater Infrastructure. The timing for submission and approval of the O&M Agreement is more fully detailed in an Infrastructure Development Agreement (Wastewater Facilities) between the Grantor and the Town of even date herewith (the "Development Agreement"). 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 or attach to the Grantor Property for labor and material furnished to the Town in connection with work of any character performed by or at the direction of the Town in connection with the easement rights granted hereunder or otherwise and the Town shall cause any such lien to be released of record (or discharged by bonding) forthwith without cost to the Grantor, within thirty (30) days after the Town's receipt of written notice thereof.

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 and perform the Wastewater O/M Work within 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 or contemplated by the plans for the Project and/or the On-Site Wastewater Infrastructure, 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; Responsibility for Liabilities. The Town hereby releases the Grantor, its officers, employees, representatives, contractors, lenders, members, affiliates and agents (collectively, "Grantor Parties") from any responsibility for Liabilities (defined in Section 10 below) related to the condition or use of the Easement Premises for the purposes for which the Town is permitted or required to use the Easement Premises under this Easement Agreement, except to the extent 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. From and after the Town's approval and acceptance of the On-Site Wastewater Infrastructure as provided in Section 3 above, the Town shall be solely responsible for any and all Liabilities associated with the On-Site Wastewater Infrastructure, and hereby assumes such Liabilities at its own risk, except to the extent such Liabilities arise out of (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 or the Land Disposition Agreement between Grantor and the Town (as amended, the "LDA"); *provided, however*, that this Easement Agreement shall expressly supersede and override any conflicting provisions of Section 3.4 of the LDA as it concerns the On-Site Wastewater Infrastructure, and the Grantor's covenants and obligations thereunder (including the indemnification obligations) shall expressly exclude any Liabilities associated with the On-Site Wastewater Infrastructure from and after the WW Operation Date, which are borne exclusively by the Town except to the extent expressly set forth in this Agreement.

10. Indemnification. To the extent permitted by law, commencing from and after the date the Town accepts the On-Site Wastewater Infrastructure pursuant to Paragraph 3 above, the Town agrees to indemnify and hold Grantor and any Grantor Parties harmless of and from any and all loss, cost, liability, damage or expense (including reasonable attorneys' fees) (collectively, "Liabilities") arising from or in connection with (i) the exercise of the rights of the Town hereunder; (ii) the Town's performance of the Wastewater O/M Work (including any liens which are filed on account of such work); or (iii) the Town's breach of this Easement Agreement, including without limitation the Town's failure to perform its obligations under Section 4 above. To the extent that the Town or anyone acting for or through the Town releases or is

otherwise responsible for a release of oil or hazardous materials ("OHM") on the Grantor Property in quantities or concentrations requiring reporting to the Massachusetts Department of Environmental Protection (MassDEP) or any other governmental authority with jurisdiction over the Property or the release, the Town shall promptly notify Grantor of the reportable condition. After consultation with and approval from the Grantor the Grantor's Licensed Site Professional (LSP), the Town shall submit a release notification form to MassDEP (or other governmental authority as appropriate), designating itself as the responsible party and shall be responsible at its sole cost and expense for expeditiously achieving a Permanent Solution with no conditions, including no activities and use limitations (the "Permanent Solution"). The Town shall continue to consult with and obtain approval from Grantor and Grantor's LSP on all remedial strategies and submissions until the Permanent Solution is achieved.

11. Insurance Coverages. Before the Town or any party acting by, through or under the Town (including agents, employees, contractors or consultants thereof) enters the Easement Premises for any reason, the Town shall procure, at its own cost and expense, or cause to be procured, the following minimum 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 (which 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 through the time period applicable as required by the statute of repose and independent contractor's liability and coverage for property damage); (b) automobile liability insurance for owned and non-owned automobiles, trucks and all other licensed for road use vehicles, and/or hired/rented automobiles, trucks and all other licensed for road use vehicles, 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 Employers Liability in the amount of One Million Dollars (\$1,000,000); (d) contractors pollution liability in the amount of Two Million Dollars (\$2,000,000) Each Occurrence and Two Million Dollars (\$2,000,000) in the Aggregate; and (e) 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 combination of primary and excess/umbrella liability policies.

12. General Insurance Requirements. All insurance required hereunder shall name the Grantor and its affiliates and their respective agents, members, managers, directors, officers, employees, successors, assigns and any other party reasonably designated by Grantor as an additional insured (except workers compensation/employers liability). Additional Insured afforded under the General Liability policy shall extend to ongoing and products/completed operations. All insurance required 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). All insurance required hereunder shall provide a waiver of subrogation in favor of the Grantor and its affiliates and their respective

agents, members, managers, directors, officers, employees, successors, assigns and any other party reasonable designated by Grantor. Where commercially available, all insurance policies and certificates shall include a provision requiring thirty (30) days' written notice to the Grantor 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 Grantor may reasonably request, the Town shall provide the Grantor with a certificate evidencing the coverages required hereunder. The Town's failure to obtain, procure and/or maintain the required insurance at all times shall constitute a material default hereunder. The Town's obligations to the Grantor under this Easement Agreement shall not be limited by the requirement for, or existence or amount of, insurance coverage. Grantor and the Town agree that (i) the failure of Grantor to demand evidence of such minimum insurance coverages or failure of Grantor to identify a deficiency(ies) therein will not be construed as a waiver of the Town's obligation to maintain the minimum insurance required under this Agreement; (ii) the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect the Town, nor be deemed as a limitation of the Town's liability to Grantor in this Agreement; and (iii) the Town is solely responsible for any deductible and/or self-insured retention.

13. Miscellaneous:

(a) The rights and easements of the Town hereunder shall be deemed to be easements in gross, and neither the rights and easements hereunder nor the Town's obligations hereunder are assignable by the Town, except in connection with the conveyance or transfer by the Town of the New Town Wastewater Infrastructure as part of a larger conveyance or transfer of all [or substantially all of the](#) public wastewater infrastructure owned or maintained by the Town in the Town of Wayland, Massachusetts, and provided the O&M Agreement is assigned to and assumed by such successor owner. 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, except for other written agreements between the Grantor and the Town which are not expressly superseded hereby, 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.

(f) Notwithstanding anything to the contrary contained herein, this Agreement shall terminate and be of no further force and effect in the event that the Grantor makes a “Buyer’s Self-Contained WWTP Work Election” pursuant to the Development Agreement.

[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: ~~James Jim~~ Lambert
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of January, 2021, before me, the undersigned Notary Public, personally appeared ~~James 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

David V. 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:

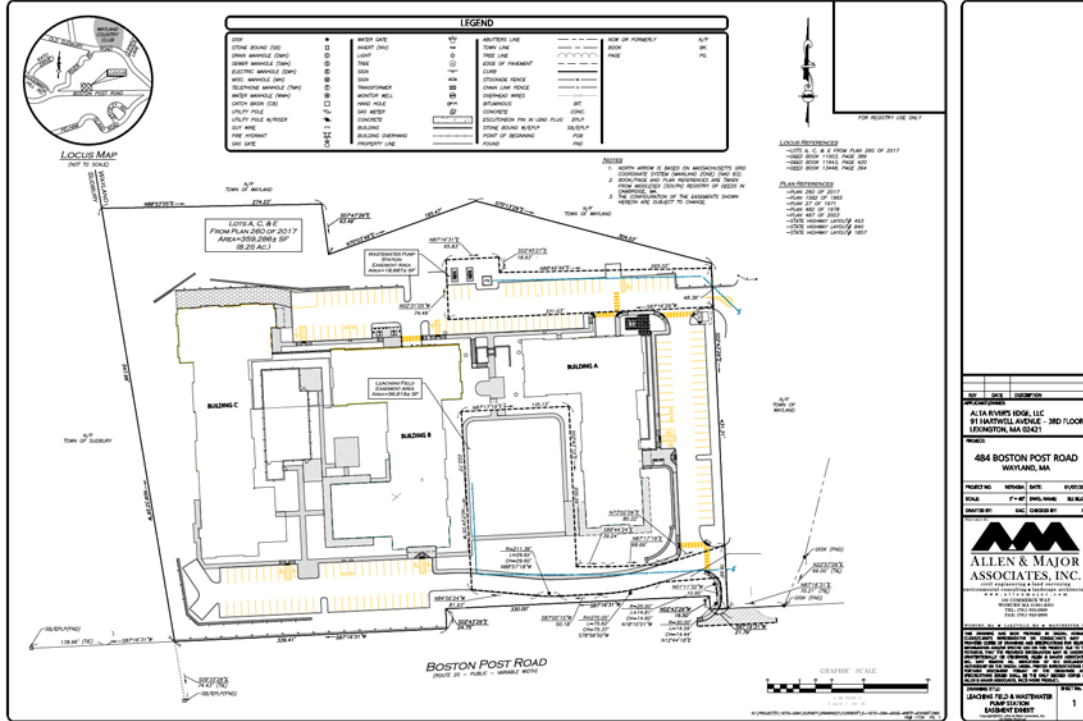
Exhibit A

Grantor 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.

Exhibit B

Sketch Plan





TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

LOUISE L. E. MILLER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

BOARD OF SELECTMEN
LEA T. ANDERSON
MARY M. ANTES
THOMAS J. FAY
CHERRY C. KARLSON
DOUGLAS A. LEVINE

January 19, 2020

Name
Address
Wayland, MA 01778

Re: Public Involvement Plan Petition Request Planned River's Edge Development
484-490 Boston Post Road Wayland, MA 01778
Release Tracking Number (RTN) 3-34474
Release Tracking Number (RTN) 3-36013

Dear Name:

The Town of Wayland ("the Town") has received a petition dated December 28, 2020 to make the planned River's Edge Development a Public Involvement Plan (PIP) site ("the Site"). The purpose of this letter is to inform you that the Site, pursuant to the Massachusetts Contingency Plan (MCP) – 310 CMR 40.1404(7), has been designated as a PIP Site.

The Town will present a Draft PIP site-specific plan at a public meeting no later than March 18, 2021. The exact date and time will be published in a local newspaper at least two weeks prior to its occurrence. The Massachusetts Department of Environmental Protection (MassDEP) has issued the two above referenced Response Tracking Numbers (RTNs) for the Site. The meeting will include a presentation on the status of those RTNs and will be the beginning of a 20-day public comment period.

The Town has hired Benson Gould of CMG Environmental to serve as the Licensed Site Professional (LSP) to manage MCP response actions for these RTNs. As Mr. Gould noted in an email sent to you on December 29, 2020, remediation work for RTN 3-34474 is almost complete, and is expected to reach a Permanent Solution by the date of the initial public meeting. The Town plans to update the public at this meeting about RTN 3-34474 and its Permanent Solution, but the PIP process will focus on RTN 3-36013.

Sincerely,

Louise L. E. Miller
Town Administrator

Release Abatement Measure (RAM) Plan for River's Edge
Located at 484-490 Boston Post Road, Wayland, Massachusetts

Click the link below for complete plan

https://clientportal.vertexeng.com/dl/KWP5E4jytI/FINAL_River's_Edge_RAM_Plan_01.08.21.pdf

RELEASE ABATEMENT MEASURE PLAN

JANUARY 8, 2021

PREPARED FOR:

Alta River's Edge, LLC
c/o
WP East Acquisitions LLC
91 Hartwell Avenue
Lexington, MA 02421

SUBMITTED TO:

Massachusetts Department of Environmental Protection
Northeast Regional Office
205B Lowell Street
Wilmington, MA 01887

PREPARED BY:

The Vertex Companies, Inc.
100 North Washington Street, Suite 302
Boston, MA 02114
PHONE: 617.275.5407

VERTEX PROJECT NO:

67404

RELEASE TRACKING NUMBER (RTN):

3-3601