

**PACKET**

**JUNE 6**

**7:00 PM**



# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

STEPHEN CRANE  
ACTING TOWN MANAGER  
TEL. (508) 358-3620  
www.wayland.ma.us

## SELECT BOARD

THOMAS J. FAY  
ADAM G. GUTBEZAHL  
CHERRY C. KARLSON  
CAROL B. MARTIN  
DAVID V. WATKINS

**SELECT BOARD**  
**Monday, June 6, 2022**  
**7:00 p.m.**  
**Wayland Town Building, Council on Aging Room**  
**41 Cochituate Road, Wayland, MA**

### Agenda

*Note: Items may not be discussed in the order listed or at the specific time estimated. Times are approximate.*

One may watch or may participate remotely with the meeting link that can be found at <https://www.wayland.ma.us/public-body-meeting-information-virtual-inperson-and-hybrid>.

Pursuant to Chapter 20 of the Acts of 2021, this meeting will be conducted in person and via remote means, in accordance with applicable law. This meeting may be recorded which will be made available to the public on WayCAM as soon after the meeting as is practicable.

When required by law or allowed by the Chair, persons wishing to provide public comment or otherwise participate in the meeting, may do so by in person attendance, or by accessing the meeting remotely, as noted above. We request public comment be limited to two minutes per person.

- 7:00 pm            1. Call to Order, Review Agenda for Public
- 7:02 pm            2. Announcements and Public Comment
- 7:10 pm            3. Race Amity Day Proclamation: discussion and vote to reaffirm the Proclamation of June 12, 2022 to be Race Amity Day
- 7:20 pm            4. Bond Anticipation Note: Discussion with Finance Director; vote to sign
- 7:30 pm            5. Finance Department Reorganization: presentation by Acting Town Manager; discussion
- 7:50 pm            6. Earthwell Medical Marijuana Dispensary Agreement: review terms, discussion with town counsel; potential vote to approve
- 8:20 pm            7. Appointments to Committee: vote to reappoint the following volunteers:

<u>Committee</u>	<u>Potential Appointee</u>	<u>Term End Date</u>
Council On Aging Board	Denise Yurkofsky	6/30/2025
	Frank Kennedy	6/30/2025
	William Sterling	6/30/2025

2022 JUN -2 PM 3:47  
WAYLAND TOWN CLERK

**SELECT BOARD**  
**Monday, June 6, 2022**  
**7:00 p.m.**  
**Wayland Town Building, Council on Aging Room**  
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Cultural Council	Rachel Sideman-Kurtz	6/30/2025
Economic Development Committee	Rebecca Stanizzi	6/30/2025
Historic District Commission	Margery Baston	6/30/2025
Human Rights Diversity, Equity, and Inclusion	Jessica Schendel Steven Wynne	6/30/2025 6/30/2025
Municipal Affordable Housing Trust Fund Board	Laura Kaplan	6/30/2024
Permanent Municipal Building Committee	Patrick Rowe	6/30/2025
Wastewater Management District Commission	Michael Gitten	6/30/2025
Board of Registrars	Kristopher Aleksov	6/30/2025
Community Preservation Committee	Doug Stotz	6/30/2025
Personnel Board	Maryanne Peabody	6/30/2025

- 8:30 pm      8. Fence Viewing Request: discussion and vote to assign two fence viewers per MGL Chapter 49
- 8:45 pm      9. Select Board Agendas: determining protocol for suggesting agenda items
- 9:00 pm      10. Select Board Goal Setting: discussion of proposed format; select date for first goal setting workshop
- 9:15 pm      11. Acting Town Manager Update
- a. Meeting dates and Topics
  - b. Town Manager Search RFP update
  - c. Artisan Day Care Center Proposal letter
  - d. Capital Projects:
    - Loker Roof
    - CoA/CC

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- e. Community Compact Fiber Grants
- f. Launcher Way Working Group
- g. Alta Oxbow Housing Lottery

- 9:35 pm            12. Select Board Liaisons
  - a. Review and discuss liaison role
  - b. Vote 2022-2023 Committee Liaison Assignments
  
- 10:05 pm           13. Consent Calendar: review and vote approve
  
- 10:10 pm           14. Minutes: review and vote to approve the minutes of May 9, 2022 and May 23, 2022
  
- 10:15 pm           15. Review Correspondence
  
- 10:20 pm           16. Select Board Members' Reports and Concerns
  
- 10:30 pm           17. Topics not Reasonably Anticipated by the Chair 48 hours in advance, if any
  
- 10:35 pm           18. Adjourn

From: Ann Landry <annlandry@me.com>

Date: Friday, May 27, 2022 at 11:45 PM

To: Karlson, Cherry <ckarlson@wayland.ma.us>

Subject: Race Amity Day Annual Proclamation

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

Dear members of the Selectboard,

On behalf of the Wayland Race Amity Day Committee, I am writing to remind you that Race Amity Day here in our Commonwealth is around the corner, on June 12th, and we are anticipating that the Select board will be issuing its annual Wayland Race Amity Day Proclamation. Some of the Race Amity Day working committee members would like to be present at your meeting when the Proclamation is issued and read into the minutes. So please let us know the date.

We are hoping that you could share your 2022 Proclamation on the Town website, social media and via public media, so that members of the public can read it for themselves. In 2011 the first Wayland proclamation was issued. I remember that it did appear in the Town Crier that year, but it was not so in other years after that.

Our vision going forward is that the "Our Wayland Community Conversations" racial justice events group, established by the Town Administrator's office, will become the primary town sponsor of an annual town festival celebrating Race Amity Day, and that the Human Rights DEI committee will also become a co-sponsor, along with other community groups of like mind.

This year the Weston-Wayland Interfaith Action Group is co-sponsoring Weston's Race Amity Day Festival, and I and others from Wayland will be participating in the festivities on their Town Green June 12th. We will in addition be having a Race Amity display at the Wayland Library in June.

Thank you.

In Amity,

Anna Landry, on behalf of the "Our Wayland" working group:

Karen Krowne

Janot Mendler de Suarez

Fran Pollitt

Dalonn Pearson



# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

## 2022 Race Amity Day Proclamation

**WHEREAS** racism is a major barrier to the achievement of a just and peaceful world and a blight to human progress; and,

**WHEREAS** the United States has made great progress in racial justice in the past century, but still faces many challenges in the 21<sup>st</sup> century; and,

**WHEREAS** our national motto, *E Pluribus Unum* (from many, one), points us to move beyond mere tolerance to genuine friendship across racial lines; and,

**WHEREAS** starting in 2011 the National Center for Race Amity, on the second Sunday in June, began celebrating *The Other Tradition* – the history of cross racial, cross cultural friendships that brought people together to advance equity and social justice; and,

**WHEREAS** in 2016 the Massachusetts legislature passed a bill, signed into law by Governor Baker, making the second Sunday in June always “Race Amity Day” in the Commonwealth of Massachusetts; and

**WHEREAS** in 2022 each town in the Commonwealth is encouraged to celebrate “Race Amity Day” in its own way;

**NOW THEREFORE, BE IT RESOLVED** that the Wayland Select Board reaffirms its recognition, in perpetuity, of the second Sunday in June as “Race Amity Day” and encourages the citizens of Wayland to celebrate the racial, cultural, and religious diversity of our community on Sunday, June 12, 2022.

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Cherry C. Karlson, Chair

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David V. Watkins, Vice Chair

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Thomas J. Fay

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Adam G. Gutbezahl

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Carol B. Martin



# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

BRIAN KEVENY  
FINANCE DIRECTOR  
TEL. (508) 358-3610  
www.wayland.ma.us

To: Stephen Crane, Town Administrator  
From: Brian Keveny, Finance Director  
Date: June 3, 2022  
Subject: PFAS Bond Anticipation Note

The PFAS Remediation Capital Project was approved at the May 2021 Annual Town Meeting with total funding source \$1.6M. The FY22 budgeted expenditure estimate was less than \$700,000. It has now become apparent that total expenditures will be more than \$500,000 greater than budgeted amount and that thru June 30, 2022 the new estimate is \$1.2M. This higher projection results in the need to issue a Bond Anticipation Note prior to June 30, 2022. This note will expire in November 2022 when the town will issue long-term financing. The charts below summarize the PFAS Remediation Capital Project.

FY 22 PFAS Remediation	
<b><u>Revenue</u></b>	
PFAS Remediation	
Funding:	
Surplus Capital	\$729,587
Debt Authorization	\$870,413
	<hr/>
	\$1,600,000
<b><u>Expenditures</u></b>	
FY-22 Actual YTD:	
Expenditures	\$665,421
Estimated thru 6/30/22	\$560,000
	<hr/>
Total Expenditures	\$1,225,421

Bond Anticipation Note	
Principle	\$550,000
Premium	\$0
Interest Due	\$4,799
Interest Rate	2.08%
Loan Duration	151- Days



# The Commonwealth of Massachusetts

## Certificate of Town Clerk

Note Number(s): 1106-1

enter  
note number  
here

### Town Treasurer's Record

Town of Wayland, Massachusetts

1. Date of Town Meeting Authorizing Loan May 15, 2021

2. Purpose of Loan PFAS Water

*Note: Attach a Municipal Purpose Loan Form for lines 1 to 7 for all multiple purpose loans.*

3. Total Amount of Loan Authorized \$870,412

4. Amount of Previous New Issues of this Loan \$0

5. Paydowns on this Issue (if required) \$0

6. Amount of this Issue (New Money) \$550,000

7. Balance of this Loan Unissued \$320,412

*Note: Amount Authorized minus Previous New Issues minus This Issue (New Money) equals Unissued Balance.*

8. Issue Date June 17, 2022 Date Due November 18, 2022

9. Payable to Newburyport Five Cents Savings Bank

10. Payable at Newburyport Five Cents Savings Bank

11. Rate of Interest 2.08% Payable At Maturity  
(Annually, semi-annually or at maturity)

12. Signed by [Signature], Town Treasurer

**TO THE DIRECTOR OF ACCOUNTS: THIS CONSTITUTES OUR AUTHORIZATION TO DELIVER THE NOTE(S), WHEN CERTIFIED, TO THE PURCHASER(S) SPECIFIED ON LINE 9 ABOVE.**

COUNTERSIGNED AND APPROVED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Select Board  
and a  
majority  
thereof

In the presence of: \_\_\_\_\_, Town Clerk 



No. 1106-1

enter  
note number  
here

sum of 550,000 dollars and 00 cents

\$550,000.00

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF WAYLAND  
BOND ANTICIPATION NOTE  
NEW MONEY

Date of Issue: June 17, 2022

For value received, the inhabitants of the Town of Wayland, Massachusetts by their Treasurer hereto duly authorized by Ch. 44, Section 8 of the Massachusetts General Laws, as amended, and duly authorized by votes of said Town approved on May 15, 2021 promise to pay to Newburyport Five Cents Savings Bank, or order at Newburyport Five Cents Savings Bank the sum of

FIVE HUNDRED FIFTY THOUSAND DOLLARS  
(\$550,000.00)

on November 18, 2022 with interest at the rate of 2.08 per cent per annum payable at maturity.

Countersigned and approved:

Treasurer

I certify that this note was  
countersigned and approved by the  
Select Board in my presence

Town Clerk

(Seal)

Date

Select Board and a majority thereof

The Commonwealth of Massachusetts  
Department of Revenue, Boston

I hereby certify that this note appears to have been duly issued in accordance with the provisions of Chapter 44 of the Massachusetts General Laws per the attached Director of Accounts Approval Letter.

Sign Here

Sign Here

Sign Here

Seal  
here

Certificate of Award

I, the Treasurer of the Town of Wayland, Massachusetts, hereby award the \$550,000 General Obligation Bond Anticipation Notes, dated June 17, 2022 (the "Notes") to the bidder or bidders submitting the bid or bids attached hereto in accordance with the terms set forth in the attached bid or bids and in the Notice of Sale dated May 23, 2022, relating to the Notes, subject to the approval of this award by the Select Board.

Date: May 26, 2022

  
\_\_\_\_\_  
Treasurer





## TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

### MEMORANDUM

To: Members of the Select Board  
From: Stephen Crane, Acting Town Manager  
Cc: Brian Keveny, Finance Director  
Date: June 6, 2022  
Re: Reorganization of the Finance Department

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#### **Background**

The Town of Wayland currently has three separate departments that oversee municipal finance operations: the Town Treasurer, Town Accountant, and Town Assessor. The manager of each department is considered a department head and reports directly to the Town Manager. Many comparable communities have these departments as part of a consolidated Finance Department. Section 5(j) of the Town Manager Act authorizes the town manager to reorganize and/or consolidate departments with Select Board approval.

#### **Reason for Change**

Having the municipal finance operations decentralized has resulted in some inefficiencies and inadequate internal controls that were recently identified in the FY21 Town Audit management letter. Centralizing the departments under a finance director will improve communication and workflow—especially with functions that are interrelated such as tax recapitulation, abatements/commitments, banking deposits, debt management, and various reconciliations. A single municipal department head, in this case a finance director/chief financial officer, can ensure that the employees in each department are informed of and working towards common goals, deadlines, and performance standards.

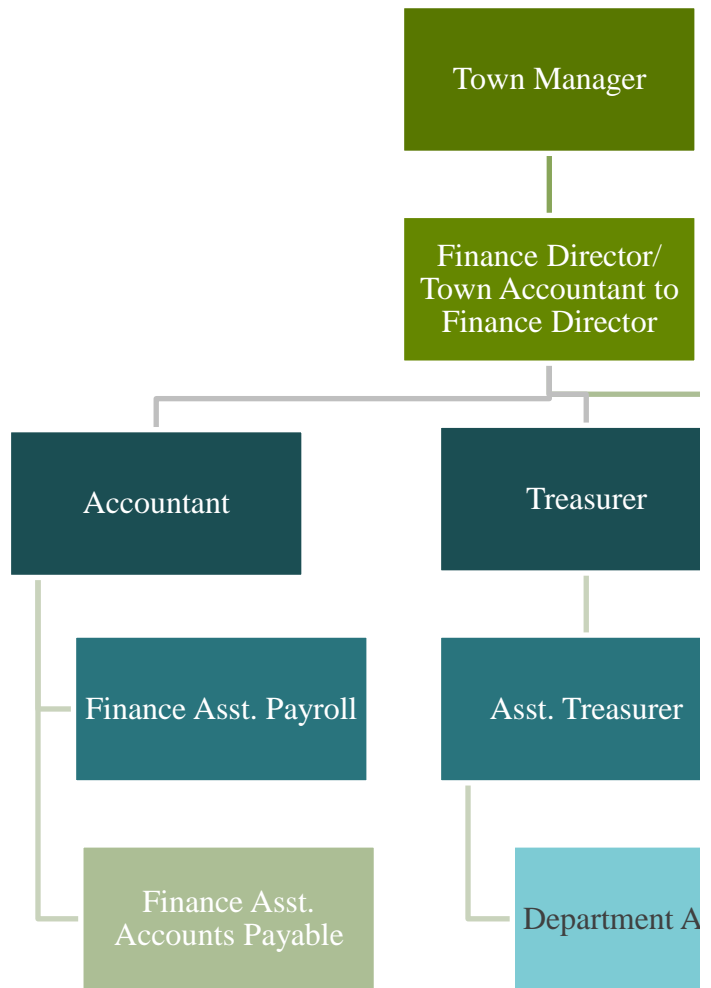
#### **Summary of Changes**

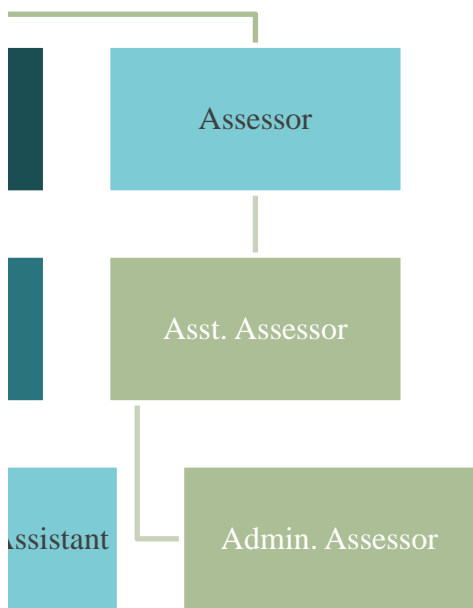
The most noticeable change will be in the reporting and supervisory structure. As shown in the attached charts, the three departments report directly to the Town Manager. Under the proposed structure, the Town Accountant, Town Treasurer, and Town Assessor will report to the Finance Director who will in turn report to the Town Manager. The boards and committees that are served by the three separate departments will continue to be served by the consolidated Finance Department.

#### **Additional Compensation for Finance Director**

To facilitate this transition, current Finance Director/Town Accountant Brian Keveny would be named the Finance Director who oversees the newly formed Finance Department. In the near-term, he would retain his role as Town Accountant as well but may create a separate Town Accountant position and/or delegate some of those duties to existing staff.

To determine fair compensation for the additional responsibilities, Town staff researched comparable roles in other communities. Based on those comparisons, an adjustment of \$25,000 per year is recommended. This would increase the salary from \$135,625 to \$160,625 (18.5 %+/-). This reclassification is subject to Personnel Board Approval.





TOWN OF WAYLAND AND  
EARTH WELL FARMS, LLC

**HOST COMMUNITY AGREEMENT**

This Host Community Agreement (the "Agreement") is entered into this day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the Earth Well Farms, LLC with a principal office at 526 Boston Post Road, Wayland, MA 01778 (the "Company"), and the Town of Wayland, a Massachusetts municipal corporation with a principal address of 41 Cochituate Road, Wayland, MA 01778 (the "Town"), acting by and through its Board of Selectmen, in reliance upon all of the representations made herein (collectively, the Company and the Town, referred to herein as the "Parties").

WHEREAS, the Company wishes to locate a Medical Marijuana Treatment Center on an approximately \_\_\_\_\_ square foot parcel of land known as 526 Boston Post Road, Wayland MA 01778, more accurately described by the deed recorded with the Middlesex South Registry of Deeds Book \_\_\_\_\_, page \_\_\_\_\_ on, and on Map \_\_\_\_\_ and numbered Lot \_\_\_\_\_ in the Assessor's database (the "Property"), to be solely limited to the indoor cultivation, manufacturing, and dispensing of marijuana for medical-use, with approximately \_\_\_\_\_ square feet of administrative space, \_\_\_\_\_ square feet of indoor cultivation space, \_\_\_\_\_ square feet of processing space, \_\_\_\_\_ square feet of manufacturing space, \_\_\_\_\_ square feet of dispensing space, and \_\_\_\_\_ square feet of garage/parking for vehicles (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 501.000, et seq., and such approvals as may be issued by the Town in accordance with its bylaws, rules, regulations, and policies ;

WHEREAS, the Company anticipates that the Town will experience new impacts public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town that would not be experienced but for the operation of the Company;

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the Facility and receives all required local permits and approvals from the Town; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree to the following:

AGREEMENT

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

TOWN OF WAYLAND  
AND EARTH WELL FARMS, LLC

A. Community Impact Fee

The Company anticipates that, as a result of the Company's operation of the Facility at the Property, the Town will incur additional expenses and impacts consulting services, administrative services and public health education and substance abuse counseling services, and any necessary and related legal and enforcement costs, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the direct and indirect financial impact on the Town and use of Town resources, both quantifiable and unquantifiable, the Company agrees to pay annual community impact fees to the Town, in the amount and under the terms provided herein (the "Annual Community Impact Fees").

1. The Company shall annually pay Annual Community Impact Fees in an amount equal to three percent (3%) of gross sales from any and all operations of the Facility (the "Gross Sales"). The Gross Sales shall mean the total of all sales transactions of the Facility without limitation, including the dispensing/sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility. The Company agrees that calculation of the Community Impact Fees in this manner will be within the statutory cap of three percent (3%) of gross sales under G.L. c.94G §3(d) and the Company waives any claims to the contrary.
2. The Facility shall be deemed to have commenced operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of the respective final license from the CCC (the "Commencement of Operations"). The Company shall notify the Town in writing within seven (7) days of the Commencement of Operations.
3. The Annual Community Impact Fees shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30 with the first payment due within thirty (30) days after the first twelve (12) anniversary of the Commencement of Operations and thereafter, upon each annual anniversary. The Annual Community Impact Fees payments shall be sent to the Town of Wayland, Attn: Tax Collector, P.O. Box 655, Medford, MA 02155.
4. The Annual Community Impact Fees shall each continue for a period of five (5) years from the date of the Commencement of Operations, and shall be subject to renegotiation for successive terms for as long as the Facility remains in operation. At least ninety (90) days before the conclusion of the respective five (5) year term, the Parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an amendment to this Agreement; provided, however, that if the Parties are unable to reach an agreement on a successor community impact fee, the Annual Community Impact Fee specified in Paragraph 2.A.1 of this Agreement shall be automatically renewed and shall not be reduced below the amount set forth above.



TOWN OF WAYLAND  
AND EARTH WELL FARMS, LLC

5. The Town shall use the above referenced payments to expand public health services as outlined generally in **Exhibit**
6. Pursuant to M.G.L. c. 94G, §3(d), a “community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana Facility...” (“Town Costs”). Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and have agreed to utilize a fixed percentage of Gross Sales as specified in Paragraph 2.A.1 above in lieu of attempting to determine actual Town Costs incurred. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs and waives any claims to the contrary.
7. Annual Community Impact Fees are expressly included as “other municipal charges” pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company’s name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or water bills.

D. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town’s building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.  
  
Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering legal and/or environmental professional consultants and any related reasonable disbursements a in relation to the Facility that may be required in addition to review under the zoning bylaws, for which reimbursement will be required pursuant to G.L. c.44 §53G.
2. Legal Fees and Costs: Any Town legal fees and costs associated with the Facility, including the cost to negotiate this Agreement, shall be paid from a \$\_\_\_\_\_ payment made by the Company to the Town within thirty (30) days of the execution of this Agreement. Legal fees and costs exceeding the \$\_\_\_\_\_ shall be reimbursed to the Town within thirty (30) days of the Town’s request for the same.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums held for

TOWN OF WAYLAND  
AND EARTH WELL FARMS, LLC

purposes of discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.

4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date that they are due, the Company shall be required to pay the Town a late payment penalty subject to interest at the rates prescribed by G.L. 59, §57.

E. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall submit annual written reports to the Town within thirty (30) days after the payment of each fourth (4th) quarterly installment of the Annual Community Impact Fees with a certification of: (1) its annual Gross Sales; (2) its compliance with all other requirements of this Agreement; and (3) copies of all reports which are required to be submitted to the Commonwealth, regarding the Company's operations at the Facility. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of the Board of Selectmen to review compliance with the terms of this Agreement.

The Company shall maintain its books, financial records, and other compilations of data pertaining to all requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC and the Department of Revenue (the "DOR"). The Company shall retain such records for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town and its agents with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and DOR for purposes of obtaining and maintaining a license for the Facility. In addition to the above referenced reports, the Company shall also provide to the Town such other information as may reasonably be requested by the Board of Selectmen of the Town of Wayland

During the term of this Agreement and for three (3) years following the termination of this Agreement the Company shall, upon request of the Town, have its financial records examined, copied and audited by an Independent Financial Auditor of the Town's choosing, the expense of which shall be borne by the Company. Provided, however, that any payment for such fees and costs shall be offset against the annual payment of 3% of gross sales. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the payments required under this Agreement are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records that relate to the payment, and shall include a certification of itemized Gross Sales, and all other information required to ascertain

TOWN OF WAYLAND  
AND EARTH WELL FARMS, LLC

compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. No Off-Set Payments

If the Town receives additional payments from the Company, or from the DOR or any other source, the funds for which have been collected by assessment against the Company, including, but not limited to taxes, imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the Town for said payments, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payments made by the Company under this Agreement.

5. Vehicle Excise Tax and Vehicle Management

The Company shall: (1) keep any and all vehicles used in connection with the delivery and/or transportation of marijuana and other products from the Facility in Town, (2) register all vehicles in the Town and (3) pay motor vehicle excise taxes on such vehicles to the Town. The Company agrees that all vehicles shall be adequately screened from the public way and/or stored in a garage to the satisfaction of the Town.

6. Community Support

A. Local Vendors and Employment.

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and

TOWN OF WAYLAND  
AND EARTH WELL FARMS, LLC

vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified . Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Town as employees of the Facility.

Good faith efforts shall include, at a minimum, actively soliciting bids from Town vendors through local advertisements and direct contact, advertising any job expansion or hiring of new permanent full time employees first to Town residents before advertising through all typical regional employment advertising outlets, and use of regional job fairs.

The Company's annual report to the Board of Selectmen shall include information concerning the number of Wayland residents employed at the Facility and a description of the measures taken to fulfill this workforce hiring commitment. The Company shall furnish the Town with such further information and documentation as the Town may reasonably request to support and document compliance with this Agreement.

B. Approval of Manager.

If requested by the Town, the Company shall provide to the Town, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.030, or such other state regulations, as the case may be, of the person(s) proposed to act as on-site manager(s) of the Facility. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Town shall consider such request for approval following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

7. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and Commencement of Operations. The Company shall maintain security at the Facility and Property in accordance with said approved security plan. In addition, the Company shall at all times comply with all state and local laws and regulations, as well as any special permit or other permit/approval regarding security of the Site. Further, to the extent requested by the Town's Police Department, the Company shall coordinate with the Wayland Police Department in the development and implementation of required security measures, including without limitation the determination of the placement of security cameras and the sharing of security information. The Company shall also maintain a cooperative relationship with the Wayland Police Department, including but not limited to, periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communication with the Wayland Police Department of any incidents and suspicious activities at or in the immediate vicinity of the Facility and Property and with regard to any anti-diversion

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AND EARTH WELL FARMS, LLC

procedures to ensure that marijuana and marijuana products are not being transferred to the illegal market or to minors.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the Commencement of Operations at the Facility. Such plan shall include, but is not limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Company employees that may indicate the potential for diversion; and (ii) utilizing appropriate tracking software to closely track all inventory at the Facility.

The Company shall promptly report the discovery of the following to Town Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the storage, cultivation, sale, distribution, transportation or delivery of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours; and any other breach of security.

The Company shall further comply with all the CCC's requirements, regulations, and laws of the Commonwealth, including but not limited to Criminal Offender Record Information review for any personnel or employees.

8. Community Impact Hearing Concerns

The Company shall employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any reasonable concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all reasonable concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

The Company further agrees and acknowledged that in the event the Town receives complaints with respect to the failure to mitigate conditions at the operation of the Facility, the Company shall meet with the Board of Selectmen and shall take additional mitigation measures, at the Company's sole expense, to address the specific nature of the complaints to the satisfaction of the Board.

9. Lighting

The Company shall use lighting practices at the Property and the Facility to reduce light pollution, that minimize the impact on maintaining a 'dark sky', by using best practices for

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outdoor lighting such as shielding lights and directing them down, selecting lamps with warmer colors, use less light and only where needed, and shielding any indoor lighting after sunset and before sunrise.

10. Electrical Usage and Renewable Energy Requirements

The Company shall (a) satisfy all minimum energy efficiency and equipment standards established by the CCC and meet all applicable environmental laws, regulations, permits, and other applicable approvals; (b) adopt and use best management practices as determined by the CCC to reduce energy usage and consumption and engage in energy conservation; and (c) ensure that lighting power densities for cultivation spaces does not exceed an average of thirty-six (36) watts per gross square foot of active and growing canopy.

The Company shall report to the Board of Selectmen annually on its energy use and shall include in its annual report a summary of its ongoing strategies to further reduce electrical demand.

11. Water Consumption

The Company shall use best efforts to minimize water consumption at the Facility and shall follow the CCC's Best Management Practices for Water Use. Water consumption techniques shall include: (a) a commitment to utilizing hand watering techniques to ensure plants only receive the minimum amount of water needed for each plant; (b) a commitment to not engaging in water intensive cultivation methods such as ebb and flood hydroponic cultivation; and (c) installation of dehumidifiers in each room where cultivation occurs to collect and reuse moisture evaporating from plants resulting in reclamation of significant quantities of water. In addition, the Company shall install water meters, conduct regular water audits to determine the amount and location of water use, and develop and implement a water savings strategy.

12. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

The Company shall exclusively use organic or natural cultivation processes to limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. The Company shall utilize cultivation processes such as hand watering of plants

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and use of dehumidification systems to ensure that there is no wastewater discharged as part of the cultivation at the Facility. The Company shall consult with the Town regarding its cultivation methods and wastewater plan prior to commencing cultivation at the Facility or in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the Facility. The Company shall comply with all reasonable requests of the Town, including, but not limited to, testing requirements and tank holding requirements if necessary.

The Company shall ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 501.000. When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years.

13. Odor Control Technology

The Company shall ensure that odor from the Facility is not released so as to constitute a nuisance, in the opinion of the Board of Selectmen, to surrounding properties. The Company shall develop an odor mitigation plan and submit the plan to the Town for approval. At a minimum, the Company shall contain all cannabis related odors onsite through use of odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging. The Company shall also utilize a closed-loop system at the Facility to not relive or introduce any outdoor air into the Facility, nor allow any indoor air to escape. In addition, the Company shall employ odor control technology to remove odors and harmful volatile organic compounds from the Facility. The Company shall also ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

In the event the Town receives complaints with respect to odor impacts in relation to the operation of the Facility, the Company shall meet with the Board of Selectmen. If requested by the Board of Selectmen, the Company shall take additional mitigation measures at the Company's sole expense, including, but not limited to, having its odor prevention mechanism and technologies reviewed and assessed by Independent Engineer, to address the nature of the complaints to the satisfaction of the Board of Selectmen. The Company agrees and acknowledges that if odor mitigation is not addressed to the satisfaction of the Board of Selectmen, the Company shall immediately, within thirty (30) days of notice, cease all operations at the Facility upon the request of Board of Selectmen.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, with respect to odor violations.

14. Pest Management

The Company shall comply with the CCC's Guidance on Integrated Pest Management and shall apply chemical controls judiciously. Pesticides shall not be used as the primary method of pest

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control. “Minimum-risk (25(b))” pesticides for use in cannabis cultivation may be used in moderation.

15. Additional Obligations

A. Annual Reporting

The Company shall file an annual report with the Board of Selectmen in connection with its annual financial submissions on July 31 of each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the Board of Selectmen, appear at a regularly scheduled meeting to discuss the Annual Report.

B. Annual Inspections

The Company agrees that it will voluntarily submit to annual inspections by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provision shall not preclude the Town or any of its departments from conducting inspections at other times during the year to address enforcement matters.

C. Improvements to the Property

The Company shall make capital improvements to the Property such that the Property will match the look and feel of the Town and the surrounding parcels, and be of construction standards at least at the quality of other nearby businesses. The Company shall comply with all laws, rules, regulations and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The Company agrees that the Facility shall be adequately screened from the public way and nearby properties to the satisfaction of the Board of Selectmen.

D. Limitation on Use

The Company agrees that, even if authorized under CCC regulations, it shall not permit on-site social consumption at the Facility absent prior written approval from the Board of Selectmen.

E. Hours of Operation

The Company agrees that in no event shall the Facility be open for business, nor shall any delivery, transportation or distribution of marijuana occur at the Facility outside the hours of [REDACTED] A.M. through [REDACTED] P.M. Monday through Sundays, unless further restricted by the Town’s special permit granting authority.

F. Emergency Contacts

The Company shall disclose to the Town the names and contact information for individuals that will be the emergency contacts for the Facility prior to the Commencement of Operations. The



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Company shall immediately, within twenty-four (24) provide the Town with updated information if the names and contact information for the emergency contacts change at any time.

To the extent requested by the Town's Fire Department, the Company shall work with Town's Fire Department in reviewing and approving all emergency procedures, including disaster plans with procedures to be followed in case of fire or other emergencies, prior to implementation and Commencement of Operations.

16. Re-Opener/Review

The Company or any "controlling person" in the Company shall be required to provide to the Board of Selectmen notice and a copy of any other Host Community Agreement entered into for any medical marijuana treatment center in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC.

In the event the Company or any controlling person enters into a Host Community Agreement for a medical marijuana treatment center that contains terms that are superior to what the Company agrees to provide the Town pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to the other municipality.

17. Retained Authority of the Municipality

This Agreement does not affect, limit, or control the authority of the Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Company and/or the Facility for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

18. Municipal Support

The Town agrees to submit to the CCC, or such other state licensing, registering or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license or certificate of registration to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

19. Term; Termination of Agreement

TOWN OF WAYLAND  
AND EARTH WELL FARMS, LLC

This Agreement shall take effect on the Effective Date first set forth above, and shall continue in effect for so long as the Company operates the Facility in Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final license from the CCC and all necessary local permits from the Town and commenced operations at the Facility within twelve (12) months from the date of execution of this Agreement, this Agreement shall expire at the discretion of the Town, and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Facility within the Town. The Town, in its discretion, may agree to an extension of the eighteen (18) month expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

The Town may terminate this Agreement for cause by providing written notice to the Company in the event that: (i) Company with willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Facility, and such violation remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; (ii) Company fails to make payments to the Town as required under this Agreement, and such failure remains uncured for ten (10) days following the Town's issuance to Company of written notice of such violation; or (iii) there is any other material breach of the Agreement by the Company, which material breach remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation.

In the event of termination of this Agreement, the Company shall immediately cease all operations at the Facility.

20. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Facility in Town; provided however, that Company shall reimburse the Town for its legal fees and costs associated with the negotiation of this Agreement within thirty (30) day of the Town's request for same. Further, in the case of the cessation of operations or relocation of the Facility out of Town, an adjustment of payments due to the Town under Section 2 of this Agreement including, but not limited to, the Annual Community Impact Fees, shall be calculated based upon the period of occupation of the Facility within the Town and shall be paid by the Company within thirty (30) days of said cessation and/or relocation but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

21. Successors/Assigns

This Agreement is binding upon the Parties hereto, their successors, assigns, and legal representatives. The Company shall not assign, sublet, or otherwise transfer its interests or rights nor delegate its obligations under this Agreement, in whole or in part, without prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the prior written consent of the Town.

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Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in majority ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

22. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

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

With a copy to:                Town Counsel  
   Carol M. Murray, Esq.  
   KP Law P.C.  
   101 Arch Street, 12th Floor  
   Boston, MA 02110

To Company:                    Zachary Hap Seligman Karen  
   Jonathan R. Watkins  
   Earth Well Farms  
   526 Boston Post Rd  
   Wayland, MA 01778

23. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

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24. Governing Law

This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

25. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral.

26. Amendment/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by authorized representatives of all signatories to the Agreement, prior to the effective date of the amendment.

27. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

28. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

29. Signatures

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

30. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

31. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to this Agreement

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and/or the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) of the Town's choosing, incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claims, actions, proceedings or demands.

32. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

33. Representation of Authority and Warranties

The Company represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Company is a party or by which the Company may be bound or affected.

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.

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

Town of Wayland,

By: \_\_\_\_\_

Earth Well Farms, LLC

By: \_\_\_\_\_

Youth Development and Community Resources  
Made Possible Through Community Host Agreement with  
Medical Marijuana Facility

- Increased youth health, leadership and empowerment presenters for students in Wayland Public Schools.
  - With increased funds we would welcome the opportunity to increase the educational resources, impact and awareness for our students, staff and the community at large. Through past experience and surveys, we have seen a powerful impact and a positive shift in student behaviors based on these educational presentations.
  - The average cost of a presenter to cover grade levels 6-8 or 9-12 is \$6,000. We have the opportunity of bringing in 2-3 speakers per year at all grade levels as well as offering community education opportunities.
- Increase youth training and program participation offerings.
  - Historically we have encouraged our youth to take advantage of youth leadership training opportunities. By empowering and educating our youth leaders, we have witnessed a cultural shift and impact of youth behaviors in Wayland. With funds available, we would be have the opportunity to send a larger number of Wayland Youth to share in these experiences, receive training and bring valuable knowledge back to the community of Wayland.
  - In the past we have supported youth in attending SADD (Students Against Destructive Decisions) National Training, Youth 2 Youth International Youth Leadership Training, CADCA (Community Anti Drug Coalitions of America) Youth Leadership Track as well as a variety of other training opportunities.
    - The average cost of youth training events is \$1,200 per student
- Increased Healthy Youth Nights
  - Offering bi-weekly safe, sober and healthy youth nights for youth in grades 6-12. These nights are offered in partnership with Wayland Schools, Wayland Recreation and Wayland Police Department. These events can take place in the Wayland Field House, Local Health Clubs and Other Locations. These events require funding for staff time, equipment, food, etc.
- Purchasing Updated Substance Use Curriculum for WaylandCares and Wayland Wellness Departments
  - Curriculum Programs range in cost from \$6,000-\$20,000

**Town of Wayland  
Board/Committee Appointments  
Status as of May 31, 2022**

Most volunteer positions have a term that ends on June 30. All positions with openings as of July 1, 2022 are listed below. Incumbents may reapply, and all interested volunteers will be considered.

The Board of Selectmen will interview, as needed, and appoint during June and July. Volunteers interested in serving on one of the committees or boards listed below, please send an email explaining your interest and qualifications and a resume/CV to the Board of Selectmen c/o Chris Costello at [ccostello@wayland.ma.us](mailto:ccostello@wayland.ma.us). All positions are appointed by the Board of Selectmen unless otherwise noted.

<b>Committee</b>	<b>Term Ending Date</b>
<b>Audit Committee</b>	
School Committee	June 30, 2025
<b>Board of Registrars</b>	June 30, 2025
<b>Community Preservation Committee</b>	
Select Board (2 positions)	June 30, 2025
Planning Board	June 30, 2025
Housing authority	June 30, 2025
Historical Commission	June 30, 2025
<b>Conservation Commission (2 positions)</b>	June 30, 2025
<b>Council on Aging Board (3 positions)</b>	June 30, 2025
<b>Cultural Council (3 positions)</b>	June 30, 2025
<b>Design Review Advisory Board</b>	
Planning Board	June 30, 2024
<b>Economic Development Committee (2 Positions)</b>	June 30, 2025
<b>Energy and Climate Committee (2 positions)</b>	June 30, 2025
<b>Finance Committee</b>	
(1 Position)	June 30, 2023
(2 Positions)	June 30, 2025
<b>Historic District Commission (4 Positions)</b>	June 30, 2025
<b>Historical Commission (3 Positions)</b>	June 30, 2025

**Human rights, Diversity, Equity, and inclusion**

Non-voting member (2 Positions) June 30, 2024

Voting Member (3 positions) June 30, 2025

**Local Emergency Planning Committee** June 30, 2025

**Municipal Affordable Housing Trust Fund Board (3 positions)** June 30, 2024

**Permanent Municipal Building Committee (3 Positions)** June 30, 2025

**Personnel Board** June 30, 2025

**Planning Board**

Associate Member Annual Town Meeting, 2023

**Public Ceremonies Committee**

Moderator (2 positions) June 30, 2025

**Senior Tax Relief committee**

Select Board June 30, 2025

Finance Committee June 30, 2025

**Surface Water Quality Committee** June 30, 2022

**Wastewater Management District Commission** June 30, 2025

**Wayland Housing Partnership**

Planning Board June 30, 2025

**Youth Advisory committee**

Select Board June 30, 2025

Clergy Association June 30, 2025

Chief of Police June 30, 2025

**Zoning Board of Appeals (2 positions)** June 30, 2025



**Part I** ADMINISTRATION OF THE GOVERNMENT

**Title VII** CITIES, TOWNS AND DISTRICTS

**Chapter 49** FENCES, FENCE VIEWERS, POUNDS AND FIELD DRIVERS

- Section 1** Fence viewers; appointment; tenure
- Section 2** Definition of fences
- Section 3** Maintenance of partition fences
- Section 4** Failure to maintain partition fence; proceedings by adjoining occupant
- Section 5** Remedy for repair of deficient fence
- Section 6** Disputes regarding repairs; arbitration
- Section 7** Remedy for repair of deficient fence assigned by fence viewers
- Section 8** Remedy for repairing more than just share of partition fence
- Section 9** Construction and maintenance of fences between lands divided by a river
- Section 10** Fences on lands owned in severalty and occupied in common; construction
- Section 11** Maintenance of fences surrounding land laying common

<b>Section 12</b>	Purchase of rights in fence
<b>Section 13</b>	Enclosing of formerly unenclosed land; liability of owner; exception
<b>Section 14</b>	Boundary disputes
<b>Section 15</b>	Rebuilding of fence on true boundary; duties of adjoining owners
<b>Section 16</b>	Fence viewers; jurisdiction where fence is on town boundary
<b>Section 17</b>	Water fences
<b>Section 18</b>	Fence viewers; powers
<b>Section 19</b>	Penalty for misfeasance
<b>Section 20</b>	Fees
<b>Section 21</b>	Fences deemed a private nuisance; right of action
<b>Section 22</b>	Pounds; establishment; appointment of keeper
<b>Section 23</b>	Pounds; penalty for injuring
<b>Section 24</b>	Duties of field driver; taking up untended animals
<b>Section 25</b>	Duties of keeper; impounding of untended animals
<b>Section 26</b>	Fees of field driver and pound keeper
<b>Section 27</b>	Payment of fees
<b>Section 28</b>	Use of premises of field driver for keeping impounded animals;

conditions

- Section 29** Remedies for damage done by untended animals
- Section 30** Care of distrained animals
- Section 31** Duties of distrainer
- Section 32** Release of distrained animals; conditions
- Section 33** Notice of impounding
- Section 34** Publication of notice of impounding
- Section 35** Determination of amount of damages in dispute
- Section 36** Procedure for settlement of claim
- Section 37** Sale of animals to satisfy claim
- Section 38** Disposition of proceeds
- Section 39** Escaped or rescued animals; right to retake
- Section 40** Penalty for rescuing distrained animals
- Section 41** Rights of owner in distress proceedings
- Section 42** Repealed, 1963, 185

**Part I** ADMINISTRATION OF THE GOVERNMENT

**Title VII** CITIES, TOWNS AND DISTRICTS

**Chapter 49** FENCES, FENCE VIEWERS, POUNDS AND FIELD DRIVERS

**Section 1** FENCE VIEWERS; APPOINTMENT; TENURE

Section 1. The mayor of each city, subject to confirmation by the city council, and the selectmen of each town shall annually appoint two or more fence viewers, to hold office for one year and until their successors are qualified.

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

Dear Select Board,

I know it has been a very busy month between elections and town meeting. I do implore you to help address this issue with our fence, as it has been ongoing since February when my dog got a ripped ear. The Moran's emailed me on April 8, stating that they felt they had no obligation with the fence. I emailed them April 9, and said I felt they did have an obligation under the Massachusetts Fencing regulations, and asked them to honor their original proposal of putting a chain linked fence on their side. They have not responded, and I do not want to ignore the issue as one of my dogs is pretty bruised up at this point. It should not be left this way. We have two other abutters with dogs that have their own fence line, so there is some separation and there is no fence aggression. I feel taken advantage of and at a loss. Please look at the images for a better understanding of the situation. The neighbor's in question are Amanda and John Moran at 21 Adams Lane.

Thank you,

Kathy Cleaver

17 Adams Lane

On Apr

13, 2022, at 1:09 PM, Katherine Cleaver <kcleaver12@gmail.com> wrote:

Hello Selectman,

It is my understanding that you are also the town fence viewers. I have lived in Wayland for over 30 years, and have always had a fenced in yard and dogs. I would like to investigate the rules under the MA fencing regulations. There has arisen an unpleasant and unsafe situation with the neighbors and our fence line. The dogs have become very fence aggressive, and one of my dogs got a torn ear and gets facial abrasions. I have spoken to, and appealed to the neighbors to fence on their side the remaining open fenced portion of the fence line (much of it is has a privacy fence), but they said they feel they have no obligation. I have asked them to honor their original proposal when they said they would install a chain linked fence on their side. The fence has been our cost alone, and we have done the repairs when branches have damaged the fence. It shouldn't have to be this way. I told them that I would prefer that they fence their side instead of me invoking the regulations, but that has not made any difference. This is what the regulations say:

#### When are You Required to Share Fence Costs?

The state requires landowners on both sides of a boundary fence to share construction and maintenance costs, unless other arrangements were made. If a neighbor doesn't pay, the other can file a complaint with the county's designated fence viewer, and collect twice the amount of the delinquent owner's share. If payment still isn't made after 30 days, the neighbor can sue and add one percent per month as interest penalty

If you can give me some guidance in this matter it would be greatly appreciated. I have never had any trouble like this before.

Regards,

Kathy Cleaver  
17 Adams Lane  
508-944-7610

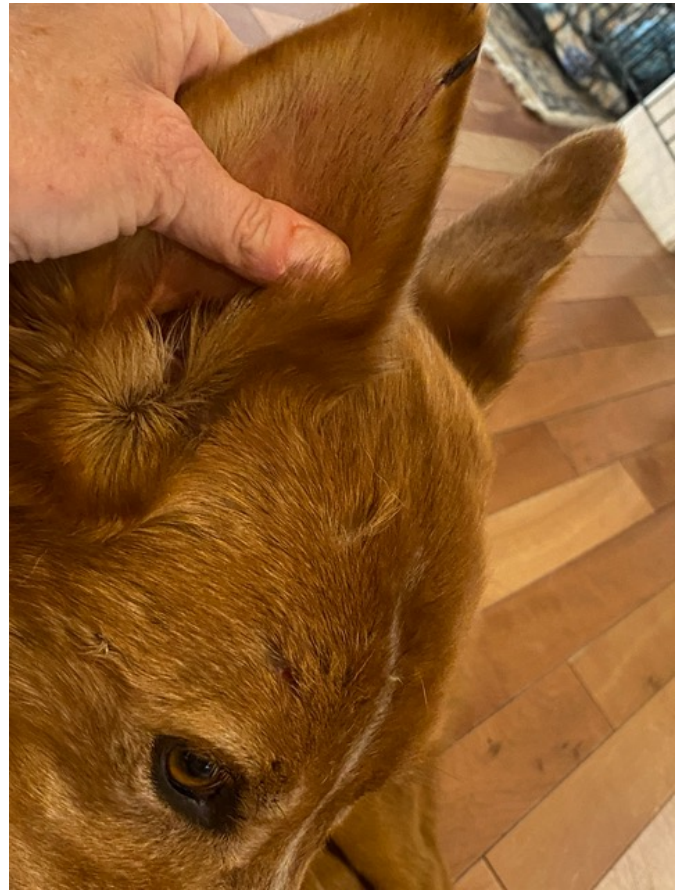
February 2022



March 2022



April 2022



April 2022





May 2022



May 2022



This is a photo of the fence from our side. The three toys in the front are not ours. The Moran's dog digs at the fence and pushes them through. This results in Resource Guarding, also known as possessive aggression. Rocks have been placed against the fence to deter the digging. There are at least a half dozen toys stockpiled on their side of the fence. We do not allow our dogs to have any toys or food items near the fence line.



## Board of Selectmen Goals FY2021-FY2022

### Economic Development

- River's Edge
  - Complete construction of wastewater infrastructure
  - Review payment offsets and receive payment for property
- Route 20 Corridor
  - Determine MassDOT parameters
  - Hold discussion with Planning Board and Economic Development Committee
  - Finish engineering work to determine opportunities and hurdles for Route 20S Landfill
- Cochituate (Route 27, West Plain Street and East Plain Street intersection)
  - Hold community visioning conversations
  - Work with Planning Board and Economic Development Committee to prepare and bring new zoning plans to 2022 Annual Town Meeting
- Housing
  - Complete Housing Production Plan
  - Reach the 10% affordable housing target under Chapter 40B
  - Consider a policy to include affordable housing in overall Town property development plans and property purchases
  - Continue working with the various housing groups to develop a unified approach to affordable housing
  - Develop plans to enable a variety of housing options
    - Senior downsizing options
    - Accessory dwelling units
  - Identify potential friendly 40B projects and work with developers to develop as 40B
  - Engage in a discussion with the Planning Board and Economic Development Committee regarding potential zoning changes to provide for more affordable housing (MBTA community opportunities)

### Leverage Town-Owned Properties

- Determine limitations on use of Town Building and Library
- Develop a plan for a canoe and kayak landing on the Sudbury River
- Old DPW Site
  - Receive engineering/design report
  - Discuss options with other boards
- Route 20S Landfill
  - Finish MassDEP work and obtain report of environmental considerations
  - Visioning group: explore hurdles and opportunities

### Long-Range Operating and Capital Financing Plan

- Benchmark financial indicators relative to comparable towns
- Begin strategic planning for long-term needs
  - Begin strategic planning for town-owned land, including timing of potential development or disposition
  - Begin strategic planning for town-owned buildings, including a plan for long-term maintenance
  - Begin review of potential properties for Town purchase

- Complete review and updating of long-range operating assumptions and projections
- Complete Long-Range Capital Plan (10 years, 20 years)

#### Council on Aging/Community Center

- Negotiate purchase of appropriate property for Council on Aging/Community Center
- Design Council on Aging/Community Center with funding appropriated at 2020 Annual Town Meeting
- Bring to 2022 Spring Town Meeting for construction funding if appropriate

#### Communication

- Website
  - Improve content
  - Maintain relevant and timely content
  - Create and maintain a budget page with all relevant budget documents
  - Maintain board and committee appointments and vacancies page
- Board of Selectmen Updates
- Town Administrator Updates – monthly updates of happenings – including photos
- Other Town Boards and Committees
  - Consult periodically with other Town Boards and Committees – convey Board of Selectmen priorities, receive feedback re: projects

#### Wastewater

- Develop a plan for wastewater management

#### Climate Change Plan

- Begin discussions with citizens and relevant boards and committees
- Begin development

#### Diversity, Equity, and Inclusion

- Form Human Rights, Diversity, Equity, and Inclusion Committee
- Continue promoting diversity in staffing and boards

#### Administrative Goals

- Keep meetings productive and efficient
- Revise Chapter 19 of Code: understand budget roles and leverage skills of staff and volunteers
- Implement sustainable process for board and committee appointments
- Finish regulatory review put on hold due to COVID: Water, Stormwater, Health
- Update policies, signs
- Support TA and Personnel Board with modernizing and supporting staff development, Town competitiveness, and diversity and inclusion
- Support TA with efforts to streamline, modernize, and automate processes
- Rely on and support staff – do not micromanage

## **Board of Selectmen Calendar of Events**

### **July**

- Review Executive Session minutes for release
- Update committee vacancies
- **Next FY budget Policy, Schedule & Process: Review & Vote**
- **Possible Special Town Meeting (STM)**
  - Discuss needs and potential Vote to open Warrant for STM
  - Review Potential Articles for STM
  - Discuss and Vote on Potential need for Fall STM
  - Review STM Schedule including date & Warrant Article Form

### **August**

- Update Board/Committee vacancies & appointments
- Review Snow Plow Private Road Appeal process
- **Possible STM**
  - Review List of Potential STM articles
  - Meeting with various boards on STM articles
  - Vote to submit additional and anticipated articles
  - Preparing Ballot Question
    - Vote to approve language
  - Petitioners Workshop
- Annual Report Assign Preparation
  - Review and discuss draft
- Warrant for State Primary: Vote to sign

### **September**

- Update Board/Committee vacancies & appointments
- Holding of Financial Summit (Large Hearing Room)
- **Possible STM**
  - Finance Committee Sponsored Special Town Meeting Warrant Article Workshop
  - Discuss STM Articles
- Last FY's Annual report: review and potential vote to approve
- **Next FY Operating Budget update**
  - Guideline memo and next steps to be reviewed

### **October**

- Review Executive Session minutes for release
- **Possible STM**
  - Discussion of articles; potential vote to insertion of articles and potential vote on position
  - Vote on order of articles

- Meet with article sponsors (various committees and departments)
- Vote to sign the STM Warrant
- **Next FY budget discussion**
  - Discuss Capital Improvement Plan(s) – 5 year, Public
  - Vote to approve Capital Projects submissions
  - Discuss operating budgets for various departments
  - Discussion with Finance Director
    - Budget Guideline
    - Multi-year Financial Plan
  - Vote to approve FY Operating Budget to Finance Committee
- Town Administrator Review & Final Evaluation
- Discuss BoS Goals
- **Annual Town Meeting (ATM)**
  - Discussion and vote to approve ATM Schedule
  - Review and vote to approve revised article submission forms
  - Review potential articles
  - Warrant Hearing

## November

- State of the Town
  - Identify potential discussion topics
- **Possible STM**
  - Recap and next steps
- **ATM**
  - Review revised articles submission forms and instructions. Vote to approve
  - Review list of potential articles
- Last FY operating budget year-end review
- **Current FY operating budget YTD review**
- **Next FY Operating Budget update**
  - Develop & review meeting schedule
  - Summary of recommendations
- Town administrator review
  - Transmit board members individual reviews; instruct HR manager or chair to compile final evaluation for December
- Town building Holiday hours schedule
- Public Hearing on Tax Classification & Tax Recapitulation & votes to adopt FY tax rate policy

## December

- Next FY Capital Projects
  - Vote to approve for departments
  - Review Priorities of current FY capital projects
- **ATM**
  - Vote to open ATM Warrant

- Hold Petitioner’s Workshop
- Update on potential articles
  - Vote to submit standard BoS Articles
- Update ATM schedule & instructions
  - Discuss with FinCom on Warrant Article submission process
- Previous FY audit presentation from Finance committee and Audit Committee
- Current FY debt exclusions: discuss board policy and position on project funding
- **Next FY operating Budget**
  - Discuss and possible vote to approve
- Town Administrator Review
  - Deliver and discuss TA evaluation
- Licensing
  - Car dealer, liquor, common victualler, entertainment and sale of second hand articles

## January

- Review Executive Session minutes for release
- **ATM**
  - ATM article workshop led by FinCom
  - Article submission update
  - OPEB funding article & multi-year funding proposal – vote to insert
  - Vote to submit BoS proposed articles
  - Discuss and vote dates
  - Discuss and Assign articles
- Board Retreat
  - Develop goals of BoS for next year and half
  - Review of last year’s BoS Goals
- Presentation of Last FY Debt Report and Debt Financing Plan
- **Current FY budget update**
- **Next FY Operating & Capital budget**
  - Discuss and vote to approve Capital Budget
  - Possible vote to request debt exclusion recommendations from Finance Committee
    - Presentation from FinCom on possible debt exclusion
  - Review letter to Finance Committee
  - Respond to possible FinCom budget reduction letter
  - Discuss all departmental budgets for next FY
- Warrant for presidential primary
  - Vote and sign

## February

- **ATM**
  - Discuss and possible vote to insert/support all articles
  - Discuss and vote on ATM article order
- Election Warrant topics

- Debt Exclusion: Vote form of Proposition 2 ½ debt exclusion questions and placement on election ballot and submit written notice to the Town Clerk
- Previous FY Budget Audit Management letter discussion with Auditor and Audit Committee
- **Current FY Budget**
  - Borrowing and Debt Refunding
    - Refunding of bonds, approval of bond sale, award of bonds and the execution of documents by BoS & Treasurer; discuss future debt decisions with financial advisor (in 2018)
- FinCom Presentation
  - Discuss debt exclusion
  - Prop 2 ½ ballot questions
- **Next FY Budget**
  - Vote to approve operating budget
  - Review capital budget and funding sources
    - Meet with project sponsors
  - Transfer station revolving fund: discuss financial status
- Fire Department Fees and Ambulance rates

## March

- **Current FY Budget**
  - Budget update
    - Both operating and capital
- **ATM**
  - Discuss & vote to insert/support all articles
  - Article order
  - Assign Presenters
  - Sign ATM warrant
- Ballot Questions discussion
- Debt Exclusions Letter: review and vote to approve
- Sign Election Warrant
- Attend Finance Committee Budget presentation
- Review Annual Town Report

## April

- Review Executive Session minutes for release
- State of the Town discussion
- Debt Exclusions Letter: review and vote to approve
- **ATM**
  - ATM Warrant Hearing
  - Meet with Town Moderator & Representatives of ELVIS
    - Review Town Meeting Logistics
  - Hold meeting prior to ATM to review?
  - ATM Follow up

- Organization of the Board (after Town Meeting)
  - Board Liaison Assignments
  - Vote to elect officers
- Governance Guidelines (2018)
  - Review, revise, and discuss distribution

## May

- ATM
  - Any remaining ATM business discussion & Follow up
  - Recap with Moderator re
    - ATM Budget
    - Residents' emails
- STM
  - discuss needs and potential dates & potential vote
- State of the Town
  - Discuss and determine date of possible event
- Vote to authorize Treasurer to issue an interim loan note (or notes) in aggregate principal amount not to exceed \$700,000
- Current FY Budget
  - Review Procurement Procedures and Year-end budget
- Next FY Budget
  - Meet with Finance Committee FY budget process
- Contract update with Independent Auditor (3 year contract)

## June

- July 4<sup>th</sup> Parking Logistics
- Current FY Budget
  - Year end Budget Finalization: Possible Line Item Transfers. Refer to fincom for concurrence
- Next FY Budget
  - Update and vote to adopt next FY Budget policy
- ATM
  - Discuss and Vote Dates for next FY ATM
- Review Summer Meeting Schedule for BoS
- Vote to (re)-Appoint Board & Committee members
- Review list of potential STM Articles



# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

STEPHEN CRANE  
ACTING TOWN MANAGER  
TEL. (508) 358-3621  
[scrane@wayland.ma.us](mailto:scrane@wayland.ma.us)

May 10, 2022

**BY EMAIL: [aiu.i@westonma.gov](mailto:aiu.i@westonma.gov)**

Weston Planning Board  
Weston Town House  
11 Town House Road  
P.O. Box 378  
Weston, MA 02493

Re: 863 Boston Post Road, Weston

Dear Members of the Board:

I am writing to express the Town of Wayland's concerns with the traffic impacts associated with the proposed child care facility located at 863 Boston Post Road in Weston (the "Facility"). As you know, the proposed Facility is located on the Weston-Wayland town line adjacent to an already very congested intersection during peak commuting hours – Plain Road and Boston Post Road. We understand that the Facility is proposed to serve 153 "students" and 23 faculty and staff. We expect that a vast majority of those students and staff will be arriving within a window of a couple of hours in the morning, and departing within a window of a couple of hours in the afternoon.

The Wayland Planning Board recently submitted a preliminary technical review memorandum from its traffic engineering consultant, Kevin Dandrade, P.E. of TEC, Inc. The purpose of this letter is to elaborate on some of the issues raised in TEC's memorandum, and to raise additional concerns with the Facility's public safety impacts related to its driveway on Boston Post Road.

A. Crash Data Analysis is Deficient

According to the Traffic Narrative, crash data was only compiled for the stretch of Boston Post Road east of the Wayland town line. This inappropriately excluded the congested intersections of Plain Road and Boston Post Road, which is within 200 feet of the proposed Facility driveway, and which abuts the project site. It also excluded the complicated, angled intersection of Old Connecticut Path and Boston Post Road, which is only approximately 525 feet west of the proposed driveway. Both intersections are identified as "crash clusters" under the state's Highway Safety Improvement Program (HSIP), meaning that the locations fall within the top 5% of high crash locations in the Metropolitan Area Planning Council (MAPC) area. As such, the omission of this data from the Applicant's traffic study is troubling.



## B. Intersection Impact Analysis is Deficient

The Traffic Narrative's discussion of intersection "level of service" is severely deficient. First, the Applicant's exploration of its own intersection operations is limited to only vehicles exiting its driveway onto Boston Post Road and ignores the impact of customers making left-hand turns into the Facility from Boston Post Road eastbound. During the peak commuting hours in the morning and afternoon, Boston Post Road westbound is heavily congested, meaning that an eastbound driver turning left will have to wait for a gap to safely make the turn. That delay was not studied.

Relatedly, the expected queuing in the eastbound lane caused by drivers wanting to make a left turn will almost certainly block the Plain Road intersection at times, unless a left-turn lane is added to the eastbound lane in front of the Facility (which has not been proposed). This queuing will prevent Plain Road drivers from entering Boston Post Road eastbound, likely lengthening the delay at that intersection. The Traffic Narrative failed to provide any operational analysis for any nearby intersections, another significant omission in this report.

The Facility is likely to contribute more congestion in the Wayland intersections due to the proposed right-turn-only movement for customers exiting the Facility on Boston Post Road. Those customers who need to reverse direction and travel east on Boston Post Road will likely do so by utilizing the Old Connecticut Path intersection, which is already congested and dangerous, or make illegal U-turns in the parking lots of local businesses such as the Coach Grill.

Further, the level of service analysis only provides statistics for one hour in the morning, and one hour in the afternoon, accounting for only roughly half of the expected traffic generated by the Facility. The report assumes only 64 cars will exit the driveway during the afternoon peak hour, which is not a conservative estimate given that there are 153 projected students who will presumably be picked up by parents or guardians around the same time of day, plus 23 staff members who presumably will be leaving the Facility shortly thereafter. By assuming fewer than reasonably anticipated vehicle trips in its analysis, the report likely underestimates the Facility's impacts on existing traffic on Boston Post Road.

The Narrative conspicuously omits any analysis of whether the short circular driveway has sufficient capacity (length) to stack the anticipated drop-off and pick-up trips in the morning and afternoon peak hours without the line extending into Boston Post Road. If the on-site driveway is at full capacity (full of cars) dropping off or picking up students, customers will be waiting in the travel lanes of Boston Post Road until a car exits the driveway, which would be another contributor to queuing on Boston Post Road.

## C. Sight Distance Analysis is Completely Lacking

Strikingly, the Narrative fails to provide any discussion, much less sight triangle diagrams, proving that its proposed driveway meets applicable sight distance requirements. The Narrative acknowledges that it will need a state highway access permit from MassDOT, which triggers compliance with MassDOT's *Project Development and Design Guide*. Chapter 3 of that publication (§ 3.7 (p. 3-37)) contains a section on sight distances, and states that project designers should refer to the widely-accepted industry standards published in the manual *Geometric Design of Highways and Streets* by the American Association of State Highway and Transportation Officials ("AASHTO").

The Narrative states that it collected speed data in this location in 2019, which indicated that the 85<sup>th</sup> percentile speed in both directions is approximately 40 miles per hour. Under AASHTO standards, this would require a minimum of 305 feet of unobstructed stopping sight distance and 385 feet of unobstructed intersection sight distance at this location on Boston Post Road. This is

typically demonstrated geometrically with scaled plans showing the line of sight horizontally and vertically at the intersection, in both directions. None of this has been provided.

D. The Traffic Narrative Provided by the Applicant Does Not Conform to MassDOT Requirements.

MassDOT has published a 44-page document entitled *Transportation Impact Assessment Guidelines*, which lays out in detail the components that must be included in a “transportation impact assessment,” which in layman’s terms is a traffic study. Stantec was very careful to call its report a “traffic narrative” instead of a TIA or a traffic study, because its report fails to cover many of the issues required under the Guidelines. This information, if provided, would be very useful to the Weston Planning Board and MassDOT in their review of the project.

Specifically, the TIA must identify an appropriate “study area and transportation network.” This is the geographic area that could be impacted by the project, and the Guidelines state that the developer “should take special care to include transportation system features with existing or potential issues that would be exacerbated by project-generated trips.” *Guidelines*, p. 7. As noted above, the Traffic Narrative’s study area excludes the Wayland intersections that are within 600 feet of the Facility driveway, and which will be directly affected. Furthermore, the Guidelines require the TIA to contain a queue length analysis, which has not been provided here despite the concern with the Plain Road intersection discussed above.

Concerning traffic safety, the Guidelines state, on page 16, that “if a proponent’s trips impact an intersection or segment that has a crash rate higher than the statewide average crash rate for comparable intersections or segments, the proponent must assess options to mitigate the safety condition. The proponent should determine if all or a portion of the study area is identified as HSIP-eligible.” As discussed above, the study area is already identified as a crash cluster, but the Traffic Narrative is silent on the Facility’s impacts to public safety, or on mitigation options.

We respectfully request that you require the Applicant to supplement its Traffic Narrative with the missing analysis and data identified herein, and in the TEC memorandum, before the Board closes its public hearing and considers a site plan decision on this application.

Thank you for your attention to this matter.

Very truly yours,



Stephen Crane

Acting Town Manager/Interim Town Planner



**TOWN OF WAYLAND**  
MASSACHUSETTS  
01778

**WAYLAND COMMUNITY PRESERVATION COMMITTEE**

June 2, 2022

Cherry Karlson, Chair, Select Board  
Wayland Town Building  
41 Cochituate Road  
Wayland, MA 01778

On behalf of the Community Preservation Committee, I want to officially inform you of what you well know, that the Annual Town Meeting voted favorably on Article 22 to fund up to \$4,000,000 to be borrowed against future Community Preservation Fund receipts and \$100,000 of already collected Uncommitted Funds – all to purchase 12 modest houses at Launcher Way and Oxbow Road. This hinges on the success of the bidding process. Your application and advocacy through the process led to this success. As you know the bids are due August 22, 2022.

The contact person will be Stephen Crane, Acting Town Manager. Please confirm.

Your CPC contact person will be Susan Weinstein ([sweinstein@wayland.ma.us](mailto:sweinstein@wayland.ma.us)).

We understand that the CPC will determine the amount to be borrowed up to \$4 million. Assuming that a CPC member serves on the working group to advise the Select Board on the bidding for this property; information will be readily available to the CPC with the exception of that discussed in Executive Sessions.

Please notify the CPC of

- the amount of the bid
- the decision of whether the Town's bid has been accepted
- when the purchase has been closed and the deed recorded.

It is also a requirement that the units be classified as community housing pursuant to the CPA. To that end, the Town must ensure continued affordability for the period allowed by law. The CPC should review draft affordability restrictions prepared by Town Counsel. Kindly provide the CPC with documentation that each unit has had affordability restrictions recorded.

Purchase is to be completed within three (3) years unless extended by the CPC for extenuating circumstances; however, if the Town's bid is successful, this acquisition project will be completed in a much shorter timeframe.

---

Gretchen Schuler, On Behalf of CPC

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Cherry Karlson, Chair, Select Board

<p style="text-align: center;"><b>Board of Selectmen Liaison Assignments for June 2021 through Annual Town Meeting 2022</b></p>
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**Tom Fay - term expires 2022**

Board of Public Works  
Conservation Commission  
Council on Aging  
Design Review Advisory Board  
Economic Development Committee  
Planning Board

**Adam Gutbezahl - term expires 2024**

Cultural Council  
Energy and Climate Committee  
Human Rights, Diversity, Equity and Inclusion Committee  
Permanent Municipal Building Committee  
Public Ceremonies Committee  
Youth Advisory Committee  
Zoning Board of Appeals

**Cherry Karlson - term expires 2023**

Audit Committee  
Board of Assessors  
Housing Authority  
Housing Partnership  
Municipal Affordable Housing Trust  
Personnel Board  
Trust Fund Commission  
Wastewater Management District Commission

**Carol Martin - term expires 2024**

Community Preservation Committee  
Historic District Commission  
Historical Commission  
School Committee  
Senior Property Tax Relief Committee  
Surface Water Quality Committee

**Dave Watkins - term expires 2023**

Board of Health  
Board of Library Trustees  
Cable Advisory Committee  
ELVIS Committee  
Finance Committee  
Recreation Commission



STEPHEN CRANE  
ACTING TOWN MANAGER  
TEL. (508) 358-3620  
www.wayland.ma.us

# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

**SELECT BOARD**  
THOMAS J. FAY  
ADAM G. GUTBEZAHL  
CHERRY C. KARLSON  
CAROL B. MARTIN  
DAVID V. WATKINS

## **DRAFT Meeting Minutes** **Select Board**

**Monday, May 9, 2022**  
**7:00 p.m.**

**Wayland Town Building: Council on Aging Room**  
**41 Cochituate Road, Wayland, MA**

**Present:** Thomas J. Fay, Adam G. Gutbezahl, Cherry C. Karlson, Carol B. Martin, David Watkins

**Also Present:** Acting Town Manager Stephen Crane, Assistant Town Manager John Bugbee, Management Analyst Christopher Costello

**A1. Call to Order, Review the Agenda for Public:** At 7:00 p.m., Chair, T. Fay called the meeting of the Select Board to order when a quorum was present. T. Fay announced each member by full name. T. Fay announced that the meeting would be recorded for re-broadcast and the ways in which the public could view and participate. T. Fay reviewed the agenda.

### **A2. Announcements and Public Comment:**

Alice Boelter, Lakeshore Drive, joined the meeting in person and emphasized that the Board was responsible for the Treasury's cash reconciliation problem mentioned in the Management Letter, and recommended that it be done before the Annual Town Meeting voters approve the FY2023 budget.

Richard Turner, Nob Hill Road, Chair of the Public Ceremonies Committee joined by teleconference to inquire how he could request signage to announce the Memorial Day Parade and Ceremony. R. Turner invited a representative from the Select Board to speak at the ceremony, adding the 100th year anniversary of Post 133 of the American Legion in Wayland would also be celebrated.

Bill Whitney, Woodridge Road, joined the meeting in person to elaborate on the indemnifications included in the current draft agreements for the Twenty Wayland LLC.

C. Martin announced that the Town Election would be held on Tuesday, May 10 and the Annual Town Meeting would be held on Saturday, May 14 and Sunday, May 15.

**A5. 2022 Annual Town Meeting Warrant Hearing:** At 7:11 p.m. T. Fay opened the 2022 Annual Town Meeting (ATM) Warrant Hearing. T. Fay noted that the hearing would include a review of the 2022 ATM Warrant page by page to allow participants to ask questions or offer errata. T. Fay added that the motions for each article would be also reviewed.

Dennis Berry, Town Moderator, joined in person and offered errata on page 6 concerning arrival time.

A. Gutbezahl offered typographical revisions on page 29. T. Fay offered a correction to Page 66, line 7, Appendix D. A. Gutbezahl corrected the contact information on Page 64 and Page 74. T. Fay struck the line on Page 87 related to the Board of Public Works recommendation in Article 23: Resolution on Expenditure of Fund for Stonebridge Road Bridge.

George Harris, Holiday Road, joined the meeting by teleconference and suggested improvements to Appendix I. T. Fay suggested color copies be provided for voters at Annual Town Meeting. Carole Plumb, Bald Rock Road, joined the meeting in person and noted the title of the property and the address of Article 25 on page 92 needed review. T. Fay advised the words "Board of Selectmen" on page 95 should be "Select Board".

The Board reviewed each of the motions for the warrant articles. The Board had language edits for the Other Post Employment Benefits and the Omnibus Budget article motions, a question on funding source for the Oxbow Meadow Field ADA accessibility motion and suggested the words "among others" be stricken from

the Council on Aging/Community Center motion. G. Schuler joined the meeting in person and suggested a revision to the motion for CPA: Housing – Launcher Way. C. Martin suggested a revision to motion for Article 25, Loker Grass Field. The Board stated the errata will be reviewed by Town Counsel and available for distribution at ATM.

At 8:00 p.m., T. Fay closed the Warrant Hearing.

**A10. Consent:**

1. Vote the question of approving invoice #136620 with KP Law for legal services through April 28, 2022 in the amount of \$18,211.19.
2. Vote the question of approving invoice #136621 with KP Law for legal services through April 28, 2022 in the amount of \$225.10

C. Martin suggested the Board change its practice of roll call votes to a voice vote. The Board expressed preference to continue roll call votes. C. Karlson moved, seconded by A. Gutbezahl, to approve the Consent Calendar. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

**A12. Correspondence:** The Board reviewed the correspondence in the packet. C. Martin noted the Board received two emails in support of appointing B. Salzberg to the Conservation Commission that was not included in the packet. T. Fay advised missing documents will be included in the next packet. A. Gutbezahl highlighted the correspondence related to herbicides including Round-Up in the specifications for the Loker Field Project. J. Bugbee noted that an addendum to the bid documents would be issued.

**A11. Minutes: Review and vote to approve the minutes of April 19, 2022, and May 2, 2022:** No action was taken on the minutes of May 2, 2022.

Minutes of April 19, 2022 were reviewed and discussed. C. Martin moved, seconded by D. Watkins, that the Board approve the minutes of April 19, 2022, as amended. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: C. Karlson. Adopted 4-0-1.

**A4. FY 2021 Audit: Review, discuss and approve the Management Letter:** Auditor Alina Korsak of Melanson joined via video-teleconference, Finance Director Brian Keveny and Klaus Shigley, Chair of the Audit Committee joined the meeting in person to review the FY 2021 Audit.

K. Shigley summarized the tasks completed annually by the Audit Committee: 1) to review annual financial statement and management reports prepared by the auditors and to provide comments with respect to said review and 2) to review and report to the Select Board at least annually on the status of management recommendations made by the independent auditor and corrective action taken by management.

A. Korsak reviewed the management letter comments: Re-establish timely cash reconciliations which was marked as a material weakness, ensure compliance with uniform guidance and improve controls over payroll. There was a discussion about restructuring the finance personnel and the need for the Board to review monthly cash reconciliation reports. S. Crane joined the meeting via video-teleconference at 8:54 p.m.

K. Shigley reported that the Audit Committee recommended that the Town expand the scope of the annual audit to include an audit of internal controls surrounding the cash reconciliation function. He also noted the Town's OPEB actuary is trying to reduce the discount rate which measures pension liabilities to 7% or less. K. Shigley stated if the discount rate were reduced, pension liabilities would increase, adding 1% reduction in the discount rate would cause pension liabilities for Town employees to go from \$56 Million to \$70 Million.

A. Gutbezahl moved, seconded by C. Karlson, to vote to approve the Management Letter, as amended. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

**A5. Update regarding real estate closing involving Twenty Wayland entities and the municipal parcels at Town Center:** Katharine Klein of K-P Law, P.C. joined the meeting via video-teleconference. T. Fay reminded the Board that a settlement agreement between the Town and Twenty Wayland LLC regarding

the municipal parcels located at Town Center had been previously reached and voted by the Board. T. Fay noted there had been concern raised about the indemnity of the agreement. T. Fay expressed concern that further delay would result in greater liability and jeopardize the Council On Aging / Community Center project. There was a discussion about the minimization of risks. K. Klein confirmed that Raytheon was pleased with the Town's proposal and would be involved in the project.

**A6. Discussion and potential vote to approve Housing Production Plan (HPP):** Judi Barrett of Barrett Planning Group, Inc., joined the meeting via video-conference. J. Barrett explained that the only difference between this final version and the version of the Housing Production Plan (HPP) that the Select Board already received is the addition of a footnote in two locations, explaining that the Subsidized Housing Inventory (SHI) was over 10% percent when the plan was completed. The footnote explains that several days before the Wayland Select Board voted to approve the plan, the Department of Housing and Community Development (DHCD) released new data showing 72 unbuilt units had been removed from Wayland's SHI. As a result, the Town had dropped to 9.62% percent subsidized units. This possibility was anticipated and accounted for in the document. J. Barrett recommended that the Board transmit the plan to DHCD. C. Karlson recommended that the Select Board and the Planning Board be copied on the submittal. C. Karlson moved, seconded by C. Martin, to vote to accept and approve the Housing Production Plan, as also approved by the Planning Board on April 5, 2022 and authorize the Barrett Planning Group to submit the plan to DHCD on the Board's behalf. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

**A7. 2022 Annual Town Meeting (ATM) a. Discuss logistics b. Vote position on any remaining articles:** S. Crane and J. Bugbee reported on the logistics related to the weather forecast for the outdoor Annual Town Meeting, and the challenges of moving the meeting due to weather. The Board reviewed three articles for which it had not yet taken a position and deferred to Annual Town Meeting.

**A8. Stabilization Fund Policy: review and vote to approve:** The Board reviewed and discussed the Capital Stabilization Fund Policy in the packet. C. Martin asked for clarification on the proposed revisions. C. Karlson stated her suggested revisions had not yet been discussed by the subcommittee. The Board discussed how the fund would be used and the language to carry out the objectives. S. Crane noted that the fund would mitigate shortfalls in funding for projects, regardless if it due to cost overruns or catastrophic events. The Board agreed to revisit at its next meeting.

**A9. Stabilization Fund Policy Subcommittee: vote to disband:** This topic was tabled until a time where the subcommittee would no longer be necessary.

**A13. Select Board's Reports and Concerns:** D. Watkins recommended an alternate manner in which the Board conducts interviews and receives nominations for candidates and their appointment to boards and committees. A. Gutbezahl announced that RoundUp® would not be used at Loker Grass Field, as confirmed by J. Bugbee and in response to correspondence. A. Gutbezahl recommended the discussion of forming an Asset Planning Subcommittee be added to a future agenda. A. Gutbezahl also reminded the Board that the Human Rights Diversity Equity and Inclusion (HRDEI) Committee would like to present its quarterly report. A. Gutbezahl recommended that the Board review the correspondence being drafted by the Wayland Planning Board to the Town of Weston in regard to a proposed childcare/educational facility in Weston. S. Crane updated the Board on the Town's progress on the matter and was coordinating communication.

C. Martin advised the Board the Surface Water Quality Committee received and reviewed the mission statement and goals of Save our Lake (SOLA), noting the focus was more on greater lake access than water quality. C. Martin inquired as to the status of the FY 2022 Q3 financial report and if it would be presented to the Board. S. Crane expressed the Board members could request the final reports from the Finance Director. C. Martin also asked when the Board would select a Board member to attend the Memorial Day ceremony. The Board agreed to discuss it at its meeting prior to Annual Town Meeting.

**A14. Topics Not Reasonably Anticipated by the Chair 48 Hours In Advance, If Any:** None.



**A15. Executive Session: I. Pursuant to Massachusetts General Laws Chapter 30A, Section 21, (a) (2) to conduct a strategy session in preparation for contract negotiations with non-union personnel (Acting Town Manager).**

At 10:10 p.m., Chair T. Fay moved, seconded by C. Karlson, that the Select Board enter into Executive Session pursuant to Massachusetts General Laws Chapter 30A, Section 21, (a) (2) to conduct a strategy session in preparation for contract negotiations with non-union personnel i.e. Acting Town Manager.

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

T. Fay announced that no other attendees were invited and that the Board would adjourn from the Executive Session with no other public business to be held in open session.

**A16. Adjourn:** At 10:23 p.m., the Board adjourned from open session.

**Items included in the packet and updated during the Board of Selectmen Meeting of May 9, 2022:**

1. Link: 2022 Annual Town Meeting Warrant, and hard copy
2. 2022 Annual Town Meeting Warrant Errata Sheet, with attachments dated May 9, 2022
3. 2022 Annual Town Meeting Warrant Article Motions, dated May 4, 2022
4. Annual Comprehensive Financial Report For the Fiscal Year Ending, June 30, 2021 with statements
5. Annual Transmittal Letter: To: Select Board From: B. Keveny, Finance Director, dated April 29, 2022
6. Final Report to the Wayland Select Board from the Wayland Audit Committee regarding the FY 21 Audit Cycle, May 3, 2022
7. Department of Housing and Community Development Chapter 40B Subsidized Housing Inventory
8. Email: From: Judi Barrett, Sent: Thursday, May 5, 2022 To: Karlson, C., Cc: T. Maren Subject: Wayland HPP
9. Draft: Housing Production Plan 2022 - 2026, by Barrett Planning Group, LLC
10. Draft: Capital Stabilization Fund Policy, dated May 9, 2022

**Supplemental Packet:**

11. Letter: From D. Watkins To: S. Crane re: changes that were made to Petitioner's Article
12. Quitclaim Deeds attachments with Twenty Wayland Infra LLC fro Lot 9-1B, and Twenty Wayland LLC, for Lot 8-1, Lot R-20 located within the Town Center.
13. Draft: Select Board Minutes for the meeting of Tuesday, April 19, 2022

**Items Distributed For Information and Use By the Board during the Meeting of May 9, 2022 Otherwise Not Included In The Packet (Handouts):**

1. There were none.

**Correspondence**

1. Correspondence from Fredson Sossavi (with attachment) from the Office of the Secretary of the Commonwealth, Public Records Division to Select Board dated May 6, 2022 re: petition of Anette Lewis to appeal the response of the Town to a request for public records on December 29, 2021.
2. Correspondence from Anette Lewis to Select Board dated May 9, 2022 re: the wording of Ballot Question 1 and the draft Motion for Article 21 COA/CC.
3. Correspondence from Tom Maglione to Select Board re: request to add errata re: Article 25, dated May 9, 2022.
4. Correspondence from Paul Dale to Select Board dated May 9, 2022 re: Loker Field Bid.



**SELECT BOARD**  
**Monday, June 6, 2022**  
**7:00 p.m.**  
**Wayland Town Building, Council on Aging Room**  
**41 Cochituate Road, Wayland, MA**

**CONSENT CALENDAR**

1. Vote to close the Town of Wayland COVID-19 Relief Fund with the remainder funds to be distributed equally to the Wayland Community Fund and The Friends of the Wayland Council on Aging.
2. Vote the question of approving the Proposal for Soil Assessment Services- Amendment #1 Loker Conservation and Recreation Area Improvements Project. (The Appropriated funds will be available July 1, 2022.)
3. Vote the question of approving the contract with Bulldog Fire and Emergency Apparatus Inc., for the supply and delivery of 2022 Braun Chief XL Ford F-550 4X4 gasoline engine.
4. Vote the question of designating Stephen Crane, Acting Town Manager, as the sole signatory to sign off on all approved 2022 Chapter 138 15F applications for the Summer Farmer's Market at Russell's Garden Center, 397 Boston Post, Wayland, MA.
5. Vote the question of approving the application to allow wine sampling and the sale of wine (to be consumed off-site) at the Summer Farmers' Market at Russell's Garden Center, 397 Boston Post, for Aaronap Cellars, Noel Powell, Manager, on July 13, August 10, September 14 and October 12, 2022.
6. Vote the question of approving the application to allow wine sampling and the sale of wine (to be consumed off-site) at the Summer Farmers' Market at Russell's Garden Center, 397 Boston Post, for House Bear Brewing, Carl Hirschfeld, Manager, on July 6, August 3, September 14 and September 28, 2022.
7. Vote the question of approving the application to allow wine sampling and the sale of wine (to be consumed off-site) at the Summer Farmers' Market at Russell's Garden Center, 397 Boston Post, for Mill River Winery, Rick Rousseau, Manager, on June 29 and August 17, 2022.