

Packet

March 20, 2023

6:45pm



MICHAEL F. MCCALL
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. GUTBEZAHN
CHERRY C. KARLSON
CAROL B. MARTIN
DAVID V. WATKINS

SELECT BOARD

Monday, March 20, 2023

7:00 p.m.

HYBRID

**Wayland Town Building, Large Hearing 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. All topics may be subject to deliberation and vote

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 107 of the Acts of 2022, 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.

- | | |
|---------|---|
| 6:45 pm | 1. Call to Order, Review Agenda for Public |
| 6:50 pm | 2. Announcements and Public Comment (not related to public forum) |
| 7:00 pm | 3. Mill Creek Residential Housing Forum: proposed housing development at 297 Boston Post Road with potential for Town to participate in a Local Initiative Program (LIP). Presentations by Mill Creek Residential and Town Land Use staff followed by public comment and discussion period. |
| 8:45 pm | 4. Verizon Cable Renewal License: review and discuss recommendation on a Renewal License Agreement with Verizon, and potential vote on further actions or agreement. |
| 9:00 pm | 5. Executive Session |
- a) Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and approve the executive session minutes of March 6, 2023 with the intent to hold said minutes.
 - b) Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and consider for potential release the following executive session minutes related to contract negotiations with the Wayland Library Staff

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HYBRID
Wayland Town Building, Large Hearing Room
41 Cochituate Road, Wayland, MA

Association-MET, AFT, AFL-CIO: January 19; May 10; June 14; June 29; July 12; August 9; September 2 and October 4, 2021.

- c) Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation; the Board will discuss strategy and deliberate on the litigation listed below:
- 1) Gregory Barchard et al. v. Verizon Wireless A/K/A Cello Partnership d/b/a Version Wireless et al., Middlesex Superior Court, C.A. No. 2281CV03371 – appeal of three pole location orders granted to Verizon
 - 2) Duane E. Galbi v. Jonathan Sachs Member of the Wayland Zoning Board of Appeals, et al., Land Court, 19 MISC 000389 – appeal of ZBA decision granting permission to locate cell tower at 4 Meadowview Road
 - 3) Duane Galbi v. Michael Henley et al., Middlesex Superior Court, C.A. No. 2281CV02466 – appeal of ZBA grant of special permit to construct a shed at 197 Stonebridge Road
 - 4) Town of Wayland, by and through its Board of Health v. Kristopher Aleksov, Central Housing Court Marlborough Session Docket No. 22H85CV000309 – enforcement action to compel compliance with Sanitary Code alleged violations at 224 West Plain Street
 - 5) Easy v. Wayland School Committee, et al., Massachusetts Commission Against Discrimination – claims of discrimination on the basis of race
 - 6) Shapiro et al. v. Building Commissioner, Land Court, 22 MISC 000656 – complaint seeking to compel response to request for zoning enforcement relative to 9 Brewster Road

- 10:15 pm 6. Town Manager Report
- a) Household Hazardous Waste Update
 - b) Building Department Update: Online Permits & Kiosk
 - c) Mill Creek Forum Information
 - d) Remote and hybrid public meetings authorization status
 - e) Town Manager First Month Recap
- 10:35 pm 7. Consent Calendar:
- a) Review and approve listed items
 - b) Discuss, consider, and potentially act on items removed from Consent, if any
- 10:40 pm 8. Review Correspondence
- 10:45 pm 9. Minutes:
- a) Minutes: Review and approve the minutes of February 27, 2023 and March 6, 2023.
 - b) Approve the release with redactions the executive minutes related to contract negotiations with AFSCME Local 690 Wayland-1 and AFSCME Local 690 Wayland-2: March 15; June 14; July 26; September 2; October 4; November

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7:00 p.m.

HYBRID

Wayland Town Building, Large Hearing Room
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22; December 13, 2021; January 3, January 10, January 18, January 24, March 14 and March 21, 2022.

- c) Approve the release with redactions the executive minutes related to contract negotiations with the Wayland Library Staff Association-MET, AFT, AFL-CIO: January 19; May 10; June 14; June 29; July 12; August 9; September 2 and October 4, 2021.

- 10:55 pm 10. Select Board Members' reports and concerns
- 11:05 pm 11. Topics not reasonably anticipated by the Chair 48 hours in advance, if any
- 11:10 pm 12. Adjourn

SELECT BOARD
Monday, March 20, 2023

7:00 p.m.

HYBRID

Wayland Town Building, Large Hearing Room
41 Cochituate Road, Wayland, MA

CONSENT CALENDER

1. Vote the question of approving sandwich board request by Creative Arts Parents Association (CAPA) for advertising the annual 'Spring CAPA Bottle and Can Drive' to support arts programming at Wayland High School during the dates of April 15th thru April 29th at Fire Station Two in Cochituate, Town Center (corner of Routes 20 & 27), Old Connecticut Path and Cochituate Road (Five Paths), and Route 20/Old Connecticut Path by Coach Grill.
2. Vote the question of authorizing the Select Board Chair, Cherry Karlson, to sign a letter of support to the Department of Housing and Community Development (DHCD) regarding an affordable housing development at St. Ann's (St. Ann Senior Village Project).
3. Vote the question of approving the gift provided by National Grid in the amount of \$214,000 for the purpose of municipal road improvements for the Public Works Department, pursuant to M.G.L. Ch.44 §53A.
4. Vote the question of appointing Town Manager, Michael McCall, to the Local Emergency Planning Committee (LEPC) as an appointee of the Select Board.

Monday, March 13, 2023

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Wayland News Portal

Wayland Town Calendar



Wayland Select Board to Host Forum About Mill Creek Residential's Proposed Housing Development

📅 February 27, 2023 👁 166 Views

WAYLAND- The Wayland Select Board wishes to invite community members to a community forum next month to discuss Mill Creek Residential's proposed housing development.

WHEN:

Monday, March 20, at 7 p.m.

WHERE:

In person in the Town Building large hearing room, 41 Cochituate Road, or online via Zoom [here](#).

WHAT:

The forum will serve as a way to review the proposal and encourage discussion among the proposers, community, town officials and staff about the proposed Mill Creek Residential housing development.

The project, as currently proposed, calls for the construction of 172 units of rental apartments and townhouses on the 3.5-acre, former Whole Foods site at 297-311 Boston Post Road (Route 20). A minimum of 25% (43 units) would be designated as affordable in perpetuity to families earning 80% of area median income. The remaining housing units will be rented at market rates.

Mill Creek Residential has requested that the Select Board enter into a joint application to the Department of Community Development (DHCD) for a Local Initiative Program (LIP). LIP is a state program that provides technical assistance to communities and developers who are working together to create affordable rental housing opportunities. LIP serves as the required subsidy enabling an application for a Project Eligibility Letter (PEL), a prerequisite for filing for a Comprehensive Permit for an affordable housing project. In considering the request to join the LIP, the Select Board would like to understand what the community and land use staff think of the proposal.

The project will be subject to a detailed review by the Wayland Zoning Board of Appeals prior to the issuance of a Comprehensive Permit under Massachusetts Chapter 40B. Agreeing to enter into a LIP arrangement with Mill Creek is not an approval of the development as proposed and does not waive the Select Board or the Zoning Board's right to review and comment on the proposal.

The Wayland Select Board looks forward to an informative and productive public forum on the merits of this affordable housing project and its consistency with Wayland's Affordable Housing Production Plan.

For more information on the proposed project, click [here](#).

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Affordable Housing Projects

St. Ann's Village

- [Project Eligibility Letter from DHCD for St. Anns Senior Village Revised 020623](#)
- [Saint Ann's 40B application_2023-02-8_w Attachments](#)
- [Saint Anns PEL application drawings 2023-02-08](#)
- [Town of Wayland to Host Community Forum About St. Ann's Senior Affordable Housing Project](#)
- [St. Ann's Village 124 Cochituate Road Public Forum 2/15/23 - Town Manager's Office Contextual Information](#)
- [Planning Office for Urban Affairs - Select Board Forum Presentation 2/15/23](#)

Mill Creek

- [Presentation](#)
- [Proposed Mill Creek Residential Project at 297-311 Boston Post Road, Wayland MA](#)

[2022 Housing Production Plan](#)

[2022 Race Amity Day Proclamation](#)

[Affordable Housing Projects](#)

Town of Wayland
41 Cochituate Road, Wayland, MA 01778
P: (508) 358-7701 | F: (508) 358-3627

Wayland Police Department
38 Cochituate Road, Wayland, MA 01778
P: (508)-358-4721 | F: (508)-358-4730

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January 11, 2023

VIA EMAIL

Select Board
Town of Wayland
41 Cochituate Road
Wayland, MA 01778

RE: Proposed Mill Creek Residential Project at 297-311 Boston Post Road, Wayland MA

Dear Members of the Board,

This letter is to formally request that the Wayland Select Board join Mill Creek in an application to the Massachusetts Department of Housing and Community Development (DHCD) in a Local Initiative Program (LIP) arrangement for our proposed development at 297-311 Boston Post Road, Wayland, MA.

The development as proposed would be comprised of one hundred and seventy two (172) rental housing units, of which 25%, or forty-three (43) units, would be affordable in perpetuity to renters earning no more than 80% of the Area Median Income (AMI) as determined by the U.S. Department of Housing and Urban Development (HUD). All 172 units would be eligible for inclusion on the Subsidized Housing Inventory (SHI), ensuring that Wayland remains over the 10% Safe Harbor for the foreseeable future. Mill Creek is also committed to providing a pass-through access from Boston Post Road to Pelham Island Road, including a 2-way bike lane.

The project will revitalize the existing Rt. 20 retail corridor and provide a new customer base for the existing retail businesses, creating a mixed use zone along both sides of Rt. 20. The on site flooding, wetlands impacts and stormwater treatment will all be improved, and the Town will realize a meaningful increase in its tax income from the project site. Traffic generation and impacts for a residential development will be significantly less compared with a fully-occupied retail center.

As demonstrated over the past several months, Mill Creek is committed to working with the Town to answer questions and address any concerns related to the project. The project would be subject to a detailed review by the Wayland Zoning Board of Appeals prior to the issuance of a Comprehensive Permit under Massachusetts Chapter 40B. Agreeing to enter into a LIP arrangement with Mill Creek is not an approval of the development as proposed and does not waive the Select Board's or the Zoning Board's right to review and comment on the proposal. While the project plans provided to-date reflect our best understanding of the site constraints

and project goals, we will work with the Select Board, the Zoning Board and its peer review consultants, along with applicable Town personnel, on all aspects of the proposed project.

We suggest that the Select Board nominate an individual or working group to review and advise Mill Creek on the LIP Application to DHCD. We look forward to a continued dialogue with the Select Board, the Zoning Board of Appeals, and the public, and reiterate our interest in a collaborative relationship with the Town in support of this project.

Thank you for your time and consideration. Please feel free to contact us if we can be helpful in any manner.

Respectfully submitted,



Doug Arsham
Senior Managing Director



Anand Boscha
Vice President, Development

CC: Debbie Horwitz, Goulston & Storrs
Tim Alexander, MCRT



TOWN OF WAYLAND
41 COCHITUATE ROAD WAYLAND,
MASSACHUSETTS 01778
LAND USE DEPARTMENT

DATE: March 16, 2023
TO: Select Board
FROM: Land Use Department
SUBJECT: Mill Creek Project- 297 Boston Post Road

The following comments/issues are based on the conceptual plan and individual discussions with departments for the proposed Mill Creek development at 297 Boston Post Road and the two meetings held with the Town's land use team, developers and their project team.

The developer indicated that conceptual plans are sufficient to submit the Local Initiative Program (LIP) Application or Application to the Mass Housing. Once, a project eligibility letter is issued, detailed plans will be submitted to the Zoning Board of Appeals, as their application for comprehensive permit.

Conservation and Floodplain issues:

The natural resources in the vicinity of the project site include bordering vegetated wetlands, floodplains, riverfronts, land under water, and banks. Although most of the site is developed, redevelopment of the site will still require compliance under the Wetland Protection Act. Based on attachment 1, taken a few days ago, Mean Annual High Water (used to determine the extent of the river) is within a few feet of Pelham Island Road, and therefore, the riverfront does extend into the property. The stream to the south of the property is Pine Brook (in attachment 1) and classified as a cold-water stream. The status of the water body to the west of the property still needs to be determined.

Floodplain compensation also needs to be addressed in their proposed plans. The 100-year special flood hazard area (in attachment 2- blue area) requires compensation if the area is filled or developed. The proposed development is very dense and it's not clear how the developer plans to compensate for filling the floodplain. The townhouses proposed for the area of the site along Pelham Island Road would most likely be inundated with floodwaters anytime water levels rise and flood the road.

Flooding is a major concern. A few times since 2000, Pelham Island Road has flooded, requiring residents to be transferred back and forth from their homes via duck boats driven by the National

Guards. The following attachments 3 and 4 are located behind Boston Post Road, not far from the former Whole Foods Building.

Stormwater was not discussed at the recent meeting; however, the presence of a Coldwater stream requires the developer to meet the Stormwater Management Standards to the maximum extent practicable. Runoff shall be pretreated to remove at 44% of total suspended solids prior to infiltration. Groundwater elevations are just below ground level and infiltration cannot be achieved. Discharge to a Coldwater stream, even after pretreatment, will not be permitted. Their options to manage stormwater runoff are severely limited.

Wastewater issue:

That site is currently allotted 6,000 gallons per day and the proposed development would require 30,000 gallons per day. The system at this point processes roughly 23,000 gallons per day. This development would require significant upgrades to the Wastewater Treatment Plant and would more than double the amount of processed effluent. The developer has offered to pay for peer-review to determine the wastewater upgrade required for the system to handle the additional flow.

Water Pressure issue:

The portion of the project will consist the 5-story building, which must include a NFPA13 sprinkler system and there is concern about the sufficiency of the water pressure to meet the required fire flows.

Fire Protection issue:

The Fire Department has significant concerns relative to the site access as it pertains to potential of standing water due to the existing and proposed amended floodplain. Standing water in and around the residential and or mixed-use building, its designated parking, and its access roads is not acceptable. This would make the emergency approach to the building questionable and therefore would not be acceptable the Fire Department Access to the building.

EMS access concern:

EMS access for the building is too limited, as proposed in the conceptual plan. The only EMS readily accessible elevator is on the building's north/Boston Post Rd side. The distance to the majority of the building residential units is unacceptable for an appropriate EMS response. Additionally, parallel parking in the lobby, where the EMS Access elevator is located, restricts access for emergency response.

Snow removal and Storage issue:

Given the anticipated volume of cars (1.7 cars per unit or 292 parking for the project), the removal and the storage of the snow in major storm events will be challenging. The Fire department also

is concerned about the access to the buildings and residences in the emergency events before the snow is removed.

Density issue:

The developers are proposing 172 units on 4.2 acres. That would yield 40.95 units per acre (UPA). The Town permitted the River's Edge comprehensive permit for a few years, and the project yielded a density of 26.58 UPA. Other comparisons include the MBTA density requirements of 15 units per acre, and Avalon at Sudbury has 15 units per acre, and the same for the Parc at Medfield.

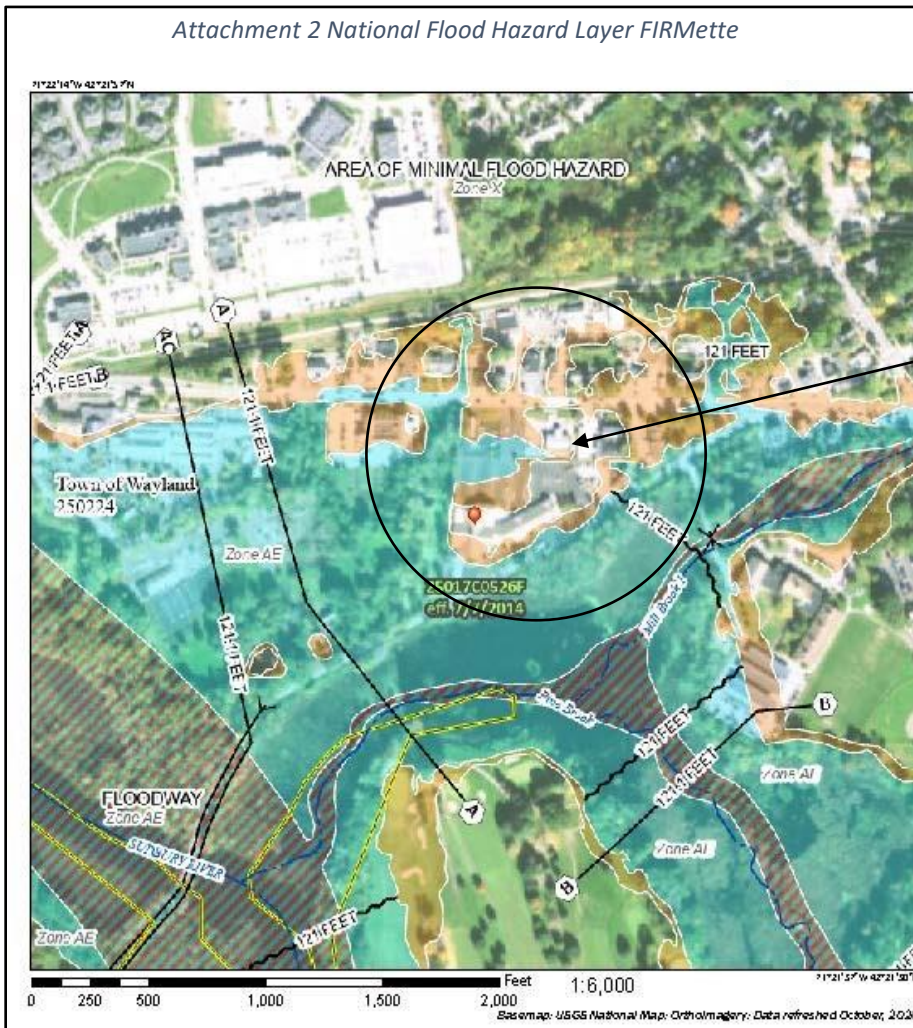
Most of the issues referenced above can be mitigated by reducing the proposed density. The Developer has indicated the willingness to discuss a reduction in density should the Select Board agree to join in the submission of the LIP application.

Attachments:

Attachment 1 Pelham Island Road, looking east toward Town Building



Attachment 2 National Flood Hazard Layer FIRMette



Special Natural Hazards Area

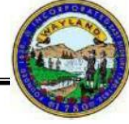
Attachment 3 Pelham Island Road (Behind Whole Food Plaza)



Attachment 4 Rescuing Residents by Duck boats



MBTA Communities Zoning Requirements



Introduction to Density

- Requirement = a minimum gross density of 15 units per acre (UPA)
- What does that mean? And what does that look like?

WHAT IS DENSITY?

Density is one way we can compare how much housing is concentrated or spread out in an area.



NUMBER OF UNITS

16 units

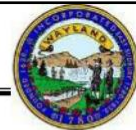
LOT SIZE

1 acre | 43,560 sq. ft.

DENSITY

$$\frac{16 \text{ units}}{1 \text{ acre}} = 16 \text{ Units per Acre (UPA)}$$

MBTA Communities Zoning Requirements



Avalon at Sudbury

Site Information

- UPA 15
- Total Units 250
- Acres 17
- Zoning/Permitting ... 40B
- Year Built 2019





The Parc at Medfield

Site Information

- UPA 15
- Total Units 92
- Acres 6
- Zoning/Permitting ... 40B
- Year Built 2015



March 17, 2023

Hon. Cherry C. Karlson and
Members of the Select Board
Wayland Town Hall
41 Cochituate Road
Wayland MA 01778

Re: Executive Summary of Proposed Verizon Renewal License

Dear Members of the Select Board:

The attached proposed Verizon Cable television Renewal License is the result of negotiations with Verizon over the course of the past year. The following is an executive summary of the prime features of this license.

- (1) *Sec. 1.16, Gross Revenues:* - This definition includes revenues from advertising and home shopping channels, the inclusion of which is generally considered to increase the total value of gross revenues, from which the GAR % calculation in sec. 6.4 is based, by approximately .5%.
- (2) *Sec. 2.3, Term:* - 5 years; this has been the most Verizon will agree to for several years. The maximum under Massachusetts law for a renewal license is 10 years (MGL c. 166A s. 13).
- (3) *Sec. 2.4, Unilateral Termination:* - Verizon has the right to terminate the license with 180 days' notice after the 31st month of the license. This right has been a Verizon requirement for its cable licenses for about 3 years now.
- (4) *Sec. 2.5, Modification (Level Playing Field):* - If the Town grants a license to another cable operator on financially more favorable terms that "materially and adversely affect Verizon's competitive position", Verizon has the right to seek to have its license amended to make it approximately equivalent to the other license. Level playing field provisions are standard features of commercial agreements and licenses and have been upheld by courts.
- (5) *Sec. 3.1, & 3.2, Service Area:* - Covers all residential households subject to a setback of 150 feet, or less.
- (6) *Article 5, PEG Access Support:* -
 - (a) *Sub. 5.1.1, PEG Channels:* - Verizon will provide the Town with 3 SD PEG channels and will, in addition, provide 1 HD PEG channel, within 270 days of the Town's written request, per sec. 5.1.2, below.

Hon. Cherry C. Karlson and
Members of the Select Board
March 17, 2023
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- (b) *Sub. 5.1.2, Written Request for HD PEG Channel:* - The Town is entitled to one HD PEG channel but must first request it in writing, specifying whether the programming for the channel will be simulcast of existing an PEG SD channel, or distinct programming. Verizon will provide the HD PEG channel within 270 days of receipt of the written request.
- (c) *Sub. 5.3.1, PEG Capital Grant:* - Verizon will provide the Town a capital grant totaling \$125,000, payable in three payments of \$41,666.67 beginning day 45 of the license, and following on the second and third anniversaries of the execution date.
- (d) *Sub. 5.4.1, PEG Operations Grant:* - Verizon will pay the Town 5% of its Gross Annual Revenues, payable annually, at the end of each calendar year.
- (7) *Sec. 6.1, Annual License Fee:* - Verizon will pay the annual license fee to the Town comprising \$.50 per subscriber each year at the end of March. (MGL c. 166A s. 9).
- (8) *Sec. 7.1, Compliance with FCC and State Customer Service Standards:* - FCC Customer Standards will govern, including a requirement to answer all telephone calls within 30 seconds, 90% of the time, under normal circumstances (47 CFR s. 76.309(c)), along with the Massachusetts billing and service regulations (207 CMR s. 10.00 et seq.).
- (9) *Sec. 9.1, Insurance:* - Verizon will carry CGL insurance in the amount of \$6 million for property damage or bodily injury; automobile liability insurance in the amount of \$6 million; and Workers' Comp insurance in the amount of \$100,000 for bodily injury, accident and bodily injury and \$500,000 disease policy limit.
- (10) *Sec. 9.2, Indemnification:* - Verizon will defend, indemnify and hold harmless the Town from and against any claim of injury or damage caused by the installation, operation or maintenance of its system, following written notice of any such claim from the Town tendered in time to permit Verizon to avoid the entry of a default judgment against the Town.
- (11) *Sec. 10.1, Performance Bond:* - Verizon will provide a bond in the amount of \$25,000 to secure performance of its obligations under this license. A blank sample of the bond is affixed as Exhibit B.

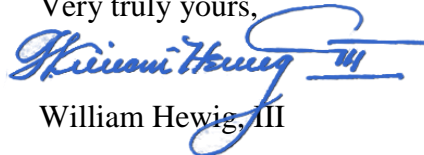
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(12) *Article 13, Enforcement: -*

- (a) *Sub. 13.1 – 13.5: - Notice, Opportunity to Cure and Sanctions: -* In the event that the Town believes that Verizon is in material breach of certain specified material obligations under the license, Verizon must be notified in writing and given the right to appear at a public hearing before the Board. If after the hearing, the breach is not cured, or the subject of corrective action to the satisfaction of the Board, it may invoke sanctions including: (i) seeking specific performance in court; (ii) commencing a suit for money damages; (iii) submitting a claim for default of a material provision of the license against the bond; or, (iv) revoking the license.

I have reviewed the Verizon proposed renewal license. It represents the product of our negotiations with Verizon over the course of the past year, and in my opinion, it meets the Town's future reasonable community cable-related needs as established during our ascertainment. As such, I recommend it for your approval and execution.

Very truly yours,



William Hewig, III

WH/caa
cc: Town Manager

#855104/31500/0126

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

MARCH 20, 2023

**SELECT BOARD
TOWN OF WAYLAND
MASSACHUSETTS**

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EXHIBITS

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
(SUBJECT TO SECTION 3.3)

EXHIBIT B –FORM OF PERFORMANCE BOND

THIS CABLE TELEVISION RENEWAL LICENSE AGREEMENT (this “License” or “Agreement”) is entered into by and between the Select Board of the Town of Wayland, as Issuing Authority, for the grant of the cable television license pursuant to the Massachusetts Cable Law (M.G.L. c. 166A), and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of January 22, 2008, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of fifteen (15) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning in which case such other meaning shall apply. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which Licensee shall make available to the Town and/or the PEG Access Designee without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Town or the PEG Access Designee.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System or System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7).

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended (47 U.S.C. § 101 et seq.), which includes the Cable Communications Policy Act of 1984, as amended (including as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996).

1.10. *Control*: The ability to exercise de facto or de jure control over day-to-day policies and operations or the management of corporate affairs.

1.11. *Educational Access Channel*: An Access Channel provided to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the local public schools in the Town and/or the PEG Access Designee.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Licensee or the Issuing Authority to anticipate and control. With respect to the Licensee, Force Majeure includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, epidemics, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *FTTP Network*: Shall have the meaning set forth in the recitals of this License.

1.15. *Government Access Channel*: An Access Channel provided to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the Issuing Authority and/or the PEG Access Designee.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees, charges and payments collected from Subscribers for Cable Services (including, but not limited to, basic and premium Cable Services and pay-per-view Cable Service); installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar charges; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; fees from third parties for leased access programming; revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and all fees relating to the operation of the Cable System to provide Cable Services in the Town that are separately itemized and billed to Subscribers, including the License Fee, the PEG Access support, and the PEG Grant, provided that, with respect to the PEG Grant, such fees shall be considered Gross Revenue only if the Issuing Authority provides evidence that to the extent the PEG grant of the other cable provider(s) in the Town is separately itemized and billed to subscribers such amounts are included in their respective gross revenue. For the avoidance of doubt, Gross Revenues shall include the amount of Licensee's gross advertising revenue (i.e., without netting advertising commissions paid to third parties), calculated in accordance with generally accepted accounting principles. Gross Revenue shall include revenue of an Affiliate only to the extent that such Affiliate revenue is derived from the operation of the Cable System to provide Cable Service in the Town, and not the revenues of any such Affiliate that are not derived therefrom. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to cable franchise and/or license fees to be paid to the Issuing Authority.

Provided, however, that Gross Revenue shall not include:

1.16.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System;

1.16.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.16.3. Refunds, rebates or discounts made to Subscribers or other third parties;

1.16.4. Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; or revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services;

1.16.5. Any revenue of Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.16.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by law to pay (and does pay) Franchise Fees and other cable license fees to the Town on the resale of the Cable Services. Nothing under this Section is intended to limit the rights of the Town pursuant to Section 622(h) of the Communications Act (47 U.S.C. § 542(h));

1.16.7. Any tax of general applicability imposed by a Town, state, federal or any other governmental entity and required to be collected from Subscribers by Licensee and remitted to the taxing entity (including, but not limited to, sales/use taxes and non-cable license fees);

1.16.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cost Cable Services as may be required by this License to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.16.9. Revenue from the sales of capital assets or sales of surplus equipment;

1.16.10. Program launch fees; and

1.16.11. Directory or Internet advertising revenue including, but not

limited to, yellow page, white page, banner advertisement and electronic publishing.

1.17. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i.

1.18. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.19. *Internet Access Service:* Dial-up or broadband access service that enables Subscribers to access the Internet.

1.20. *Issuing Authority:* The Select Board of the Town of Wayland.

1.21. *License Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.22. *Licensee:* Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.23. *Massachusetts Cable Law:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.24. *Non-Cable Services:* Any services that do not constitute the provision of Cable Services in the Town including, but not limited to, Information Services and Telecommunications Services.

1.25. *PEG:* Public, educational, and governmental.

1.26. *PEG Access Designee:* Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including, but not limited to, any Access Corporation.

1.27. *Person:* An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.28. *Public Access Channel:* An Access Channel provided to the Town pursuant to the terms and conditions of this License for public access programming and available for the non-commercial use by the residents in the Town and managed by the Issuing Authority and/or the PEG Access Designee.

1.29. *Public Rights-of-Way:* The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town.

1.30. *Service Area*: The entire existing territorial limits of the Town.

1.31. *Standard Definition (SD) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.32. *State*: The Commonwealth of Massachusetts.

1.33. *Subscriber*: A Person who lawfully receives Cable Service in the Town.

1.34. *Telecommunications Facilities*: Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.35. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.36. *Title II*: Title II of the Communications Act, Common Carriers.

1.37. *Title VI*: Title VI of the Communications Act, Cable Communications,

1.38. *Town*: The Town of Wayland, Massachusetts.

1.39. *Transfer*: Any transaction in which:

1.16.12. an ownership or other interest in Licensee is transferred or assigned, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.16.13. the rights held by Licensee under the License are transferred or assigned to another Person or group of Persons.

1.40. *Video Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20).

1.41. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the Town.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this License and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to operate and maintain a Cable System within the Town, for the purpose of providing Cable Service. Reference herein to "Public Rights-of-Way" shall not be construed to be a representation or

guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town or which is inconsistent with the purposes for which it was taken, purchased and/or dedicated. This License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose unless otherwise provided herein. However, nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied. The Licensee's FTTP Network in the Public Rights-of-Way, which the Licensee has upgraded under its Title II authority, is subject to M.G.L. c. 166. The Licensee shall, subject to Section 2.2 below, adhere to all applicable Town bylaws and lawful regulations of the Town regarding rights-of-way and public works matters, including rights-of-way management requirements with regard to public safety and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such a Town bylaw or regulation. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this License.

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The parties recognize that the Licensee's FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of its existing Telecommunications Facilities under Title II and M.G.L. c. 166. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not and will not assert jurisdiction over the Licensee's FTTP Network in contravention of those limitations. Therefore, the Issuing Authority's regulatory authority under Title VI is not applicable to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained and operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term:* The term of this License shall be for a period of five (5) years, commencing on March 20, 2023 (the "Effective Date"), and shall expire at midnight on March 19, 2028, unless the License is earlier terminated by Licensee pursuant to the terms of Sections 2.4 or 2.5 of this License or revoked by the Issuing Authority as provided herein.

2.4. *Termination:* Notwithstanding any provision herein to the contrary, Licensee may terminate this License upon one hundred and eighty (180) days' written notice to the Issuing Authority. Licensee shall not provide the notice of termination sooner than the beginning of the 31st month following the Effective Date.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If the Issuing Authority enters into any franchise agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Town and provided that such terms or conditions can be reasonably demonstrated to materially and adversely affect Verizon's competitive position relative to any VSP that has entered an agreement, etc. that is deemed materially less burdensome, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice, commence negotiations to modify this License to create reasonable competitive

equity between Licensee and such other VSP. Any modification of the License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR § 3.07.

2.5.2. In the event the parties do not reach mutually acceptable agreement on a modification requested by Licensee, Licensee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

a. commencing license renewal proceedings in accordance with 47 U.S.C. §546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

b. terminating the License within three (3) years from written notice to the Issuing Authority;

c. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association;

d. submitting the matter to mediation by a mutually-acceptable mediator; or

e. submitting the matter to the Cable Division of the Massachusetts Department of Telecommunications and Cable.

2.5.3. The PEG Grant and PEG Access Support, as provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5. PEG Grant and PEG Access Support payments under this License shall be modified in accordance with the terms and conditions set forth in Sections 5.3 and 5.4 hereunder.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights shall not be in conflict with the authority as granted by this License. Disputes between the Licensee and other parties regarding use of Public Rights-of-Way shall be resolved in accordance with applicable law.

2.7. *License Subject to Federal and State Law/Preemption:* This License is subject to and shall be governed by all applicable provisions of federal and State law and regulations as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law. In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the parties hereto.

2.8. *No Waiver:*

2.8.1 The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law, bylaw or lawful regulation shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the Issuing Authority.

2.8.2 The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing by the Licensee.

2.9. *Construction of Agreement:*

2.9.1 The provisions of this License shall be liberally construed to effectuate their objectives.

2.9.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.9.3 Should any change to local bylaws, rules or regulations cause the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option the parties shall submit the matter to binding arbitration.

2.10. *Police Powers:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers causes the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option, the parties shall submit the matter to binding arbitration.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings, or other residential dwelling units that Licensee cannot access under reasonable terms and conditions after good faith negotiation, as determined by Licensee; (F) in areas, developments, buildings, or other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, building, or other residential dwelling unit by using Licensee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas, developments, buildings, or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date; and (H) where Licensee is unable, after good faith efforts, to make Cable Service available on a commercially reasonable basis.

3.2. *Availability of Cable Service:* Licensee shall make Cable Service available to all residential dwelling units within the Town in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee provides Cable Service, the Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Where a residential connection exceeds such lengths, the Licensee shall be allowed to recover from such Subscriber the actual cost of connection attributable to the distance in excess of the length above.

3.3. *Availability of Cable Service to Businesses:* The Licensee may make Cable Service available to businesses. The Licensee may recover the actual cost incurred to connect any business to the Cable System for the provision of Cable Service.

3.4. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Licensee shall provide written notice to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, the Licensee shall provide one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town at no cost to public schools, police and fire stations, public libraries and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of

each building. The current designation of such buildings and their addresses is set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.4. Licensee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring; provided, however, that Licensee shall not charge for the provision of Basic Service to the additional service outlets once installed. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the License within the meaning of 207 CMR 3.07.

4. SYSTEM FACILITIES

4.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements:

4.1.1. The System shall be operated with an initial digital passband of between 50 and 860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.2. *Interconnection With Other Cable Systems:*

4.1.3. The Licensee shall operate its Cable System so that it may be interconnected with other cable systems in the Town. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.3. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS plans in order that emergency messages may be distributed over the Cable System.

4.4. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

5. PEG SERVICES AND SUPPORT

5.1. *PEG Access Channels:*

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, three (3) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel for a total of four (4) PEG Access Channels.

5.1.2. In addition to the three (3) SD PEG Access Channels referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the Issuing Authority and/or the PEG Access Designee, as designed in writing by the Issuing Authority, as follows:

Starting on the Effective Date of this Renewal License, the Issuing Authority may make a written request for such an HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority's written request, the Licensee shall make such an HD PEG Access Channel available to the Issuing Authority or the PEG Access Designee within two hundred and seventy (270) days of the Licensee's receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in its written notice a statement of whether the programming on such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming or distinct programming. The Issuing Authority or the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an HD simulcast of an existing SD PEG Access Channel, upon one hundred (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p or 1080i. The Issuing Authority expressly acknowledges that, in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.4. The Licensee may carry PEG Access Channel Programming within the Town's jurisdictional boundaries and outside the Town's jurisdictional boundaries to other areas that are served out of the same central offices as those that serve the Town. The Licensee reserves the right to relocate the PEG Access Channels in its Channel lineup in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the Town or the PEG Access Designee for a period of one hundred twenty (120) days, the Licensee may utilize such PEG Access Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Access Channel for its intended purpose. In the event that the Town determines to use such PEG capacity, the Town shall provide Licensee with 120 days' prior written notice of such request.

5.2. *PEG Connection and Interconnection and Cablecasting:*

5.2.1. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at the WayCAM Studio, 268 Old Connecticut Path, Wayland, MA 01778 (the "PEG Access Interconnection Site") in order to cablecast the PEG Access Channels. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or its PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is initiated by the Issuing Authority or its PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or its PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior

disclosure of such costs and prior consent to same by the Issuing Authority or its PEG Access Designee.

5.2.2. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's PEG equipment shall be at the output of the Town's signal processing equipment at the PEG Access Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's side of the demarcation point and used to generate or administer any PEG Access signals, except as necessary to implement the Licensee's responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing VSP may not connect its system to Licensee's System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee's System without Licensee's prior written consent.

5.2.3. The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System's commercial channels of similar format and resolution, provided, however, that the Licensee is not responsible for the production quality of PEG Access programming productions. Additionally, if there is a deficiency(ies) in the signal quality received from any other third party, including any signal(s) the Licensee may receive from interconnecting with the incumbent cable licensee (or its successor) to receive a PEG Access Channel(s), the Licensee shall work with the other party in good faith to correct any such deficiency(ies).

5.3. *PEG Grant:*

5.3.1. Licensee shall pay to the Town or the PEG Access Designee a PEG capital grant to be used for PEG Access capital funding purposes in the total amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (the "PEG Grant"), as follows: Licensee shall pay to the Issuing Authority the sum of Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$41,666.66) within forty- five (45) days of the Effective Date. Two (2) additional payments in the amount of Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$41,666.67) each shall be paid by the Licensee to the Issuing Authority on the first (1st) and third (3rd) anniversaries of the Effective Date, respectively. The PEG Grant shall not be counted against either the PEG Access support payment required by Section 5.4, or any Franchise Fee/License Fee required by Section 6.1. The PEG Grant payments made directly to the Issuing Authority shall be placed by the Issuing Authority in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the control of the Issuing Authority. The Issuing Authority and/or its designee(s) shall

own all facilities and equipment purchased with the PEG Grant. The Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

5.3.2. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligations set forth above, the Licensee's obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total payment required to be made by any VSP to the Town. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Town. Notwithstanding the foregoing, if at any time during the term of this License, any other VSP ceases to provide cash grants to the Town in support of the production of local PEG programming in accordance with the terms of its respective license agreement, then Licensee's PEG Grant obligation shall also cease. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other VSP's failure to provide a cash grant in accordance with the schedule set forth in such VSP's license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

5.4. *PEG Access Support:*

5.4.1 The Licensee shall provide annual funding to the Issuing Authority or the PEG Access Designee for PEG Access Channel operating support or other PEG Access Channel costs and expenses ("PEG Access Support") in the amount of five percent (5.0%) of the Licensee's annual Gross Revenue, subject to the limitation in Section 6.2; however, if the Town issues or renews any cable license after the Effective Date that provides for a higher or lower percentage of PEG Access Support, then the percentage of the Licensee's PEG Access Support payments shall be increased or reduced to match such higher or lower percentage over that same time period. The Issuing Authority shall place Licensee's PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority's control.

5.4.2 The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of Licensee in accordance with FCC rules, regulations, standards or orders.

5.5. *PEG Operational Rules:* The Issuing Authority or its designee shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to

authorize the Licensee to transmit programming consistent with this License. The Issuing Authority or its designee shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531).

5.6. *Recovery of Costs:* To the extent permitted by federal law, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant, the PEG Access Support, PEG interconnection and cablecasting, and any other costs arising from the provision of PEG Access services and related payments, and to include such costs as separately billed line items on each Subscriber's bill.

5.7. *Late Payments:* In the event that the PEG Grant, the PEG Access Support fee or the License Fee is not paid within thirty (30) days after the due dates set forth in this License for such payments, then interest shall accrue from thirty (30) days after the due date until the date paid at a rate equal to the Prime Rate.

5.8. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide; however, the Licensee shall not be required to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.9. *PEG Access Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of providing PEG Access Channel programming VOD in the Town; however, the Licensee shall not be required to provide PEG Access Channel programming VOD in the Town.

5.10. *Censorship:* Subject to Section 611(e) of the Communications Act (47 U.S.C. §531(e)), the Licensee shall comply with applicable federal laws restricting censorship or control of the content of PEG Access programming over the Cable System.

5.11. *Non-Commercial Programming:* The Issuing Authority and its designee(s) shall not use the PEG Access channels to provide for-profit commercial programming. Nothing in this Section 5.11 shall prohibit the Issuing Authority or its designee(s) from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.12. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. FRANCHISE AND LICENSE FEES

6.1. *License Fee:* Pursuant to Massachusetts Cable Law, (M.G.L. c. 166A, Section 9), the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the “License Fee”), or such other amount as may in the future be designated by applicable State law.

6.2. *Maximum License/Franchise Fee Obligation:* Any fee, tax, assessment, grant, contribution of any type (including in-kind) or expenditure paid or incurred by the Licensee under this License and/or under applicable State law in connection with the provision by Licensee of Cable Service in the Service Area is subject to classification as a “franchise fee” and the five percent (5%) cap on such fees in accordance with Sections 622(b) and (g) of the Communications Act (47 U.S.C. § 542) and applicable federal rules and regulations.

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

6.4. *Limitation on Actions:* The parties agree that the period of limitation for recovery of any payment obligation under this License shall be three (3) years from the date on which payment by the Licensee is due.

6.5. *Method of Payment:* The PEG Grant, the PEG Access Support and the License Fee shall be made payable to the Town and provided to the Issuing Authority, unless the Licensee is otherwise notified in writing by the Issuing Authority.

6.6. *Other Payment Obligations and Exclusions:*

6.6.1. Unless otherwise required by applicable law, the License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliate.

6.6.2. In accordance with Section 622(h) of the Cable Act (47 U.S.C. §542(h), nothing in the Communications Act or this License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by any such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person’s gross revenues derived in such period from the provision of such service over the Cable System.

6.7. *Affiliates Use of System:* Use of the Cable System and the provision of Cable Services within the Town by Affiliates shall be in compliance with applicable federal and State laws and regulations.

6.8. *Recomputation and Audit:*

6.8.1. Tender or acceptance of any payment made pursuant to Articles 5 or 6 shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums.

6.8.2. If the Issuing Authority has reason to believe that any payments made pursuant to Articles 5 or 6 are incorrect, it may conduct an audit no more than once during any three (3) year period during the term of this License. The Issuing Authority shall not conduct a “success-based” audit. If, after such audit and recomputation, an additional fee is owed to the Town, such fee, including interest pursuant to Section 5.7, shall be paid within thirty (30) business days after such audit and recomputation; provided, however, the Licensee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to the Town.

7. CUSTOMER SERVICE

7.1. *Standards:* The Licensee shall comply with the FCC’s cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

7.2. *Denial of Service:* Nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by Licensee’s terms and conditions of service.

7.3. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

7.4. *Publishing Information:* The Issuing Authority hereby requests that Licensee omit the information specified in 47 C.F.R. § 76.952(a) from its Subscriber bills.

8. REPORTS AND RECORDS AND PERFORMANCE EVALUATIONS

8.1. *Open Books and Records:* Upon reasonable written notice to the Licensee and with no less than thirty (30) business days written notice to the Licensee, the Issuing Authority or its designated authorized representative(s) shall have the right to inspect Licensee’s books and records including all documents in whatever form maintained, including electronic media, pertaining to the Cable System or the Licensee’s provision of Cable Service in the Town at an

office of Licensee during Licensee's regular business hours and on a nondisruptive basis as are reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the purpose of the review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years, except if required by applicable law or regulation.

8.2. *Proprietary Books and Records:* If Licensee believes that the requested information is confidential and proprietary, the Licensee must provide the following documentation to the Town: (i) specific identification of the information; (ii) statement attesting to the reason(s) Licensee believes the information is confidential; and (iii) statement that the documents are available at the Licensee's designated offices within the State for inspection by the Town. The Town shall take reasonable steps to protect the proprietary and confidential nature of any books, records, Service Area maps, plans, or other Town-requested documents that are provided to the extent they are designated as such by the Licensee in accordance herewith, including, without limitation, cooperating with the Licensee's exercise of its rights to protect its confidential information from public disclosure.

8.3. *Privacy:* The Licensee shall take all reasonable steps required to ensure that it is able to provide the Town with all information that must be provided or may be requested under this License or applicable law, including the issuance of appropriate Subscriber privacy notices. The Licensee shall be responsible for redacting any data that applicable law prevents it from providing to the Town. Nothing in this Article 8 shall be read to require a Licensee to violate federal or State law protecting Subscriber privacy.

8.4. *Copying of Books and Records:* The Town shall have the right to copy any such books and records, at the Town's expense, except to the extent that the Town's review as the Issuing Authority is prohibited pursuant to applicable law.

8.5. *Complete and Accurate Records:* The Licensee shall keep complete and accurate books of account and records of its business and operations under and in connection with the License. Unless otherwise provided in this License or by applicable law, all such materials and information shall be maintained for a period of three (3) years. Said records shall include, but not be limited to the following:

8.5.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Licensee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

8.5.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.5.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required,

the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.5.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.5.5. A map showing the area of coverage for the provisioning of Cable Services.

8.6. *Additional Reports:* The Licensee shall, upon written request by the Issuing Authority, provide the Issuing Authority with a copy of any documents or forms filed by the Licensee with the FCC and/or the Department of Telecommunications and Cable, including the Cable Division that materially pertain to the Licensee's Cable System in the Town.

8.7. *Proof of Performance Tests:* Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests required by applicable law.

8.8. *Performance Evaluations:* The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 8.8 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or compel the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within thirty (30) days after the conclusion of such hearing.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance:*

9.1.1. Licensee shall maintain in full force and effect, at its own cost and expense (including all deductibles), during the term of this License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of six million dollars (\$6,000,000) per occurrence for property damage and bodily injury and death and six million dollars (\$6,000,000) general aggregate. Such insurance shall cover the construction, operation, and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town.

9.1.1.2. Automobile Liability Insurance for owned, non-owned, hired and/or rented motor vehicles in the amount of six million dollars (\$6,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the State(s) of operation and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease- each employee: \$100,000 employee limit; \$500,000 disease policy limit.

9.1.2. The Town shall be included as an additional insured as their interest may appear under each of the insurance policies required in this Section 9.1 except Worker's Compensation and Employer's Liability.

9.1.3. Upon receipt of notice from its insurer(s), Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

9.1.5. Upon written request, Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.1.6. All insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

9.1.7. The Licensee shall require that every one of its contractors and their subcontractors obtain and maintain substantially the same insurance as required of Licensee with limits commensurate with the work or service to be performed.

9.1.8. Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee or its obligation to indemnify the Town pursuant to this License.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, officers, boards, committees, employees and agents, (hereinafter referred to as the "Town" for purposes of this Section 9.2) against any and all claims, suits, causes of action, proceedings, and judgments, whether for damages or otherwise arising out of or alleged to arise out of or from the installation, operation, or maintenance of the Cable System. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any portion of damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, or for any activity or function conducted by any Person other than Licensee, its officers, agents or employees, in connection with PEG Access or the Emergency Alert System.

9.2.2. The Town shall provide the Licensee with timely written notice of a claim or action for which it seeks indemnification under this Section 9.2; provided that in any event the Town shall provide the Licensee with such written notice within a period of time that allows the Licensee to take action to avoid entry of a default judgment and does not prejudice the Licensee's ability to defend the claim or action.

9.2.3. With respect to Licensee's indemnity obligations set forth in this Article 9, Licensee shall, at its own expense, provide the defense of any claims, suits, causes of action, or proceedings brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to applicable professional ethics laws and standards and the consent of

the Town, which shall not unreasonably be withheld, delayed or conditioned. The Licensee shall, subject to the consent of the Issuing Authority as described herein, have the right to defend, settle or compromise any claim or action arising hereunder, so long as the settlement includes a full release of the Town with respect to the claim giving rise to Licensee's indemnification obligation. In the event that the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of the otherwise agreed upon settlement.

9.2.4. In the event that Licensee fails, after notice pursuant to Section 9.2.3, to undertake the Town's defense of any claims encompassed within this Section 9.2, then the Town may provide a second written notice to the Licensee. In the event that the Licensee fails to undertake the Town's defense within a reasonable time after receipt of said second notice, then Licensee's indemnification obligation under this Section 9.2 shall include the Town's costs of defending such claim, suit, cause of action or proceeding, including, but not limited to, reasonable attorneys' fees.

9.2.5. Neither the provisions of this Section 9.2, nor any damages recovered by the Town shall be construed to limit the liability of the Licensee or its subcontractors for damages under this License or to excuse the faithful performance of obligations required by this License, except to the extent that any monetary damages suffered by the Town have been satisfied by a financial recovery under this section or other provisions of this License.

10. PERFORMANCE BOND

10.1. License shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Twenty-Five Thousand Dollars (\$25,000) securing the performance of Licensee's obligations under this License. The Town may not attempt to collect under this bond unless thirty (30) days have passed since the Town provided the Licensee with written notice of its intent to collect under this bond. If within this thirty (30) day time frame, Licensee gives written notice it disputes entitlement to payments from Licensee for which it has refused to make payment, the parties shall promptly meet to attempt to resolve the dispute in good faith amongst themselves.

10.2. The performance bond shall be in the same form as attached hereto as **Exhibit B**; however, notwithstanding any provision in **Exhibit B**, nothing shall permit the amount of the bond or any replacement bond to be less than the minimum amount required by Section 10.1 above. The Licensee shall not permit the performance bond to expire or approach less than thirty (30) days prior to expiration without securing and delivering to the Town a substitute, renewal or replacement bond in conformance with applicable law. The Licensee shall not materially change the terms of said bond without the prior written consent of the Issuing Authority.

10.3. There shall be recoverable by the Town from the principal and surety, any and all amounts due to the Town and any and all damages, losses, costs, and expenses incurred by the Town resulting from the failure of the Licensee to comply with the material provisions of this License, to comply with all orders, permits and directives of any Town agency or body having jurisdiction over its acts or defaults, to pay fees or penalties due to the Town, or to pay any claims, taxes or liens due to the Town. Such losses, costs and expenses shall include but not be limited to

reasonable attorney's fees and other associated expenses, provided that the total of such losses, costs and expenses recovered from the bond shall not exceed the amount of such bond.

11. TRANSFER OF LICENSE

11.1. *Town Approval Required:* Subject to Section 617 of the Communications Act (47 U.S.C. §537) and Sections 11.2 and 11.3 below, Licensee shall not Transfer this License, voluntarily or involuntarily, directly or indirectly, to any other Person, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only upon a written application therefore on forms prescribed by the Cable Division and/or the FCC.

11.2. *No Consent Required For Transfers Securing Indebtedness:* The Licensee shall not be required to file an application or obtain the consent or approval of the Town for a Transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License, the Licensee or Cable System in order to secure indebtedness. However, the Licensee shall notify the Town within thirty (30) business days if at any time there is a mortgage or security interest granted on substantially all of the assets of the Cable System. The submission of the Licensee's audited financial statements prepared for the Licensee's bondholders shall constitute such notice.

11.3. *No Consent Required For Any Affiliate Transfers:* Unless required by applicable federal or State law, the Licensee shall not be required to file an application or obtain the consent or approval of the Town for: any Transfer of an ownership or other interest in Licensee, the Cable System, or the Cable System assets to the parent of Licensee or to another Affiliate of Licensee; any Transfer of an interest in the License or the rights held by the Licensee under this License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of Licensee; or any action which is the result of a merger of another Affiliate of the Licensee. However, the Licensee shall notify the Town within thirty (30) business days if at any time a Transfer covered by this Section 11.3 occurs. The transferee of any Transfer covered by this Section 11.3 shall be legally qualified to hold, and shall be bound by the terms and conditions of, this License.

11.4. *Transfer Procedures:* Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and a copy of the application and FCC Form 394 requesting any such Transfer consent. Pursuant to 207 CMR 4.03, the consent of the Issuing Authority shall be given only after a public hearing to consider the written application for Transfer. The Issuing Authority shall have 120 days from the filing of a completed FCC Form 394 (or a subsequent form) to take final action on it. After 120 days, the application shall be deemed approved, unless said 120 day period is extended pursuant to applicable law.

11.5. *Non-Waiver:* The consent or approval of the Issuing Authority to any Transfer shall not constitute a waiver or release of any rights of the Town under this License, whether arising before or after the date of said Transfer.

12. RENEWAL OF LICENSE

The Town and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act (47 U.S.C. § 546), and the applicable provision of the Massachusetts Cable Law.

13. ENFORCEMENT AND REVOCATION OF LICENSE

13.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.2. *Licensee’s Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance as soon as reasonably possible and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed, all of which shall be to the reasonable satisfaction of the Issuing Authority. If the Licensee believes it has cured the subject non-compliance, it shall provide written notice of such to the Issuing Authority. The Town shall provide the Licensee with a written response as to whether such cure has been effected.

13.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, and if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee with the following minimum written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard: (i) for a hearing for which the Issuing Authority states in the written notice that that revocation of the License shall not be a possible consequence – thirty (30) days written notice, and (ii) for a hearing for which the Issuing Authority does not state in the written notice that that revocation of the License shall not be a possible consequence – forty-five (45) days written notice.

13.4. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

13.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

13.4.2. Commence an action at law for monetary damages or seek other equitable relief;

13.4.3. In the case of a substantial noncompliance of a material provision of this License, revoke this License in accordance with Section 13.5; and/or

13.4.4. Invoke any other lawful remedy available to the Town.

13.5. *Revocation Hearing:*

13.5.1. At the designated public hearing in which revocation is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made by the Issuing Authority of such hearing with the cost shared by the parties.

13.5.2. Following the public hearing where revocation is a possible consequence, the Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, in the reasonable discretion of the Issuing Authority, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. In accordance with applicable law, Licensee may appeal such written determination of the Issuing Authority to the Cable Division or to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo* if permitted by applicable law. Licensee shall be entitled to such relief as the Cable Division or court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

13.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties:* In any action by the Town or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

14.2. *Binding Acceptance:* This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.3. *Captions and Headings:* The captions and headings to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions

of the License. Such captions and headings shall not affect the meaning or interpretation of the License.

14.4. *Exhibits:* The Exhibits to this License attached hereto, and all portions thereof, are, except as otherwise specified in such Exhibits, incorporated herein by reference and expressly made a part of this License.

14.5. *Recitals:* The recitals set forth in this License are incorporated into the body of this License as if they had been originally set forth herein.

14.6. *Equal Employment Opportunity:* The Licensee shall adhere to applicable Equal Employment Opportunity regulations of the FCC and to all federal, State and local laws pertaining to discrimination, equal employment opportunity and affirmative action that are applicable to the Licensee.

14.7. *Force Majeure:* The Licensee shall not be held in default under, or in noncompliance with, the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults were caused by a Force Majeure, provided that the Licensee takes reasonable steps under the circumstances to comply with the obligations of the License to the maximum extent possible without endangering the health or safety of the Licensee's employees or property, or the health or safety of the Town or the public, or their property. In the event that any such delay in performance or failure to perform affects only part of the Licensee's capacity to perform, the Licensee shall perform to the maximum extent it is able to do so in as expeditious a manner as possible under the circumstances.

14.8. *Acts or Omissions of Affiliates:* During the term of this License, the Licensee shall be liable for the acts or omission of its Affiliates to the extent arising out of any such Affiliate's installation, maintenance or operation of the Cable System pursuant to this License.

14.9. *Warranties:* The Licensee represents and warrants to the Issuing Authority that, as of the Effective Date:

14.9.1. The Licensee is duly organized, validly existing and in good standing under the laws of its incorporation and is authorized to do business in the State;

14.9.2. The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and other corporate authority to enter into and legally bind the Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;

14.9.3. This License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law; and

14.9.4. There is no action or proceedings pending against the Licensee that would reasonably interfere with its performance of this License.

14.10. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town required under this License.

14.11. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be forwarded in one of the following ways: (i) hand delivered (signature required), (ii) sent by express mail (signature required) or (iii) by certified mail/return receipt requested to, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Licensee shall be mailed to:

Verizon New England Inc.
6 Bowdoin Square
10th Floor
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be mailed to:

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

with a copy to:

Wayland Cable Advisory Committee
Wayland Town Building
41 Cochituate Road
Wayland, MA 01778

14.12. *Entire Agreement:* This License and the Exhibits hereto constitute the entire agreement between Licensee and the Town, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof.

14.13. *Amendments:* Unless otherwise provided herein, amendments or modifications to this License shall be mutually agreed to in writing by the parties.

14.14. *Severability*: If any section, subsection, sentence, paragraph, term or provision hereof is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

14.15. *No Third Party Beneficiary*: Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

14.16. *No Recourse Against Issuing Authority*: Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. §555a(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents, other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this License.

14.17. *Town's Right of Intervention*: The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this License, or any provision in this License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

14.18. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, or denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, or denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this License.

14.19. *Interpretation*: The Town and Licensee each acknowledge that it has received independent legal advice in entering into this License. In the event that a dispute arises over the meaning or application of any term(s) of this License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the License.

14.20. *Jurisdiction*: Except as otherwise set forth in this License, exclusive jurisdiction and venue over any dispute arising out of this License shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute. This provision is not intended to limit the right of either party to remove a matter to Federal or State court in Massachusetts as permitted by law.

14.21. *Counterparts*: This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS 20th DAY OF MARCH, 2023.

TOWN OF WAYLAND
By its Select Board:

VERIZON NEW ENGLAND INC.

Cherry C. Karlson, Chair

By: _____
Kevin M. Service, Senior Vice
President of Operations – Consumer
and Mass Business Markets

Dave V. Watkins, Vice Chair

Approved as to Form:

Thomas J. Fay, Member

Verizon Law Department

Adam Garrett Gutbezahl, Member

Carol B. Martin, Member

Signature Page

EXHIBITS

**EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
(SUBJECT TO SECTION 3.4)**

EXHIBIT B – FORM OF PERFORMANCE BOND

Exhibit List

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE (SUBJECT TO SECTION 3.4)

- (i) Wayland High School, 264 Old Connecticut Path
- (ii) Wayland Middle School, 201 Main Street
- (iii) Happy Hollow School, 63 Pequot Road
- (iv) Claypit Hill School, 86 Claypit Hill Road
- (v) Loker School, 47 Loker Street
- (vi) Town Building, 41 Cochituate Road
- (vii) Wayland Free Library, 5 Concord Road
- (viii) Cochituate Fire Station, 145 Main Street
- (ix) Public Safety Building, 38 Cochituate Road
- (x) Access Studio, 264 Old Connecticut Path

EXHIBIT B

FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$_____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

Exhibit B

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778



MICHAEL McCALL
TOWN MANAGER
(508) 358-3620
www.wayland.ma.us

DRAFT 2 Meeting Minutes **Select Board**

Monday, February 27, 2023

7:00 p.m.

HYBRID

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

SELECT BOARD

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

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

Present, participated remotely: David V. Watkins.

Also Present: Town Manager, Michael McCall; Assistant Town Manager, John Bugbee.

A1. Call to Order, Review the Agenda for Public: At 7:00 p.m., C. Karlson called the meeting of the Select Board to order when a quorum was present and announced that the meeting would be conducted in a hybrid-format (both via teleconference and in-person attendance). C. Karlson announced that the meeting would be live-broadcast and recorded for re-broadcast. C. Karlson reviewed the agenda and announced each Board member by full name and that D. Watkins would participate remotely.

A2. Introduction of Town Manager Michael McCall: C. Karlson introduced Wayland's first Town Manager Michael McCall, and thanked J. Bugbee for serving as Acting Town Manager. M. McCall expressed that he was looking forward to working in Wayland.

A3. Announcements and Public Comment: T. Fay announced that the Planning Board would host a public forum on the Route 20 Master Plan on February 28, 2023. C. Karlson announced that a public forum would be held on March 20, 2023 for the proposed affordable housing development by Mill Creek Residential developers Susan Weinstein, Concord Road, Chair of the Wayland Housing Authority (WHA), reported that the WHA would submit payment in the amount of \$43,386.96 in lieu of taxes and also thanked the Board for its consideration of reducing the permit fees assessed to the WHA for Bent Park electrical upgrades, on the consent calendar.

A4. 2023 Annual Town Meeting (ATM): discussion of ATM topics, including but not limited to: Town Moderator, Dennis Berry joined the meeting in person to discuss the 2023 Annual Town Meeting.

a) Determine location and start time of Annual Town Meeting:

C. Martin moved, seconded by T. Fay, to set the 2023 Annual Town Meeting to be held at 6:45 p.m. on Monday, May 1, Tuesday, May 2 and Wednesday, May 3, 2023 indoors at the Wayland High School Field House. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

b) Review, insert and determine a position on articles, including but not limited to:

- **D. OPEB Funding**
- **E. Enterprise Fund Budgets**
- **F. Revolving Funds**
- **G. Personnel Bylaws**
- **H. Surface Water Quality Committee**
- **J. Capital Stabilization Fund**
- **K. Choose Town Officers**
- **N. Omnibus Budget**
- **T. CPA: Recreation – Town Beach**
- **V. Finance Committee Appointing Board**
- **W. Special Education (SpEd) Stabilization**
- **X. Knollwood Road**
- **Y. Update Personnel Handbook**
- **Z. Personnel Code revision**
- **BB. Equity Audit, including alternative funding sources**

- **CC. Revise Finance Committee Appointment**
- **EE. Council on Aging/Community Center Additional Funding**
- **HH. Affirm Remote Participation in Town Meeting**
- **II. Banning Rodenticide**

Moderator D. Berry, sponsor of Article V. Finance Committee Appointing Board introduced the article and provided background. He noted that the intent of the warrant article was to establish a three-member board as the appointing authority for the Finance Committee; members to include the Moderator, the Chair of the Select Board and a former member of the Finance Committee. The Board discussed the warrant article.

C. Karlson introduced Article W. Special Education (SpEd) Stabilization, which would likely be renamed Special Education Reserve Fund. J. Downs, Concord Road, member of the School Committee joined the meeting in person and described the warrant article. The Board discussed the article.

S. Weinstein, Concord Road, Chair of the Community Preservation Committee (CPC), joined the meeting remotely and described Article T. Community Preservation Fund – Town Beach Entryway and Perimeter Fencing and reported that the CPC approved the article.

C. Martin and S. Weinstein discussed combining Article P. CPA: Historic Preservation: Conservation of Gravestones in Town Cemeteries, and Article Q. CPA: Historic Preservation: Library Archival Document Conservation and Digitization into one warrant article.

C. Karlson acknowledged the Chair of the Electronic Voting Implementation Subcommittee, David Bernstein and Moderator D. Berry, present in the room. D. Watkins reviewed the revisions to Article HH. Affirm Remote Participation in Town Meeting. D. Watkins noted that the Finance Committee was not supportive of the article as written. T. Fay recommended that Town Counsel opine on the language of the article to ensure it met the definition of a home rule petition. C. Karlson expressed that she was not comfortable with the language of the article, and had previously abstained. C. Martin expressed opposition to the language in the warrant article. A. Gutbezahl suggested the article be renamed “re-affirm” and expressed that he felt the Finance Committee’s discussion went beyond the scope of the article. A. Gutbezahl expressed that the article should go to Annual Town Meeting for a vote, despite the Finance Committee’s opposition. The Board agreed to change the title of the article.

T. Fay moved, seconded by D. Watkins, that the Board reconsider the vote to insert and support Article HH. Affirm Remote Participation in Town Meeting. D. Berry, as Moderator, expressed concern for the efficacy of Town Meeting. T. Fay reported that state representatives had advised the Town to proceed with a home rule petition for a better chance of success. D. Bernstein asked if the Board was interested in knowing the costs of remote participation. C. Karlson noted that the costs were not pertinent to the vote. D. Watkins recommended that the Finance Committee review the proposers’ comments. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

D. Watkins moved, seconded by C. Martin, to insert and approve Article HH. Re-affirm Remote Participation in Town Meeting. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

D. Watkins reviewed the revisions to Article D. Other Post-Employment Benefits Liability (OPEB) Funding, and requested the Board discuss OPEB at a future meeting.

D. Watkins moved, seconded by C. Martin, to recommend approval Article D. Other Post-Employment Benefits Liability (OPEB) Funding into the warrant for an estimated cost of \$532,349. In discussion, T. Fay recommended the Board wait for the Finance Committee to take a position on the article. C. Martin asked to revisit the topic on a future agenda. D. Watkins withdrew the motion.

D. Watkins moved, seconded by C. Martin, to approve Article E. Enterprise Fund Budgets in the amount of \$6,105,250. In discussion, C. Karlson confirmed that the funds were mostly paid by users. D. Watkins described how the enterprise fund budget was estimated by a consultant. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

T. Fay moved, seconded by C. Martin, to insert and recommend approval of Article F. Fiscal Year 2024 Revolving Fund Expenditure Limits. Roll Call Vote: YEA: T. Fay, A. Gutbezah, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

C. Martin moved, seconded by A. Gutbezah, to insert Article G. Update Personnel Bylaws and Wage & Classification Plan and Fund Union Agreements. Roll Call Vote: YEA: T. Fay, A. Gutbezah, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

C. Martin provided background on the Article H. Surface Water Quality Committee Budget and suggested to remove the word “committee” from the warrant article. C. Martin moved, seconded by A. Gutbezah, to insert and approve Article H. Surface Water Quality Budget. Roll Call Vote: YEA: T. Fay, A. Gutbezah, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

D. Watkins provided some background on Article J. Appropriate to Capital Stabilization Fund and expressed disagreement with the proposers’ comments, he suggested the Board inform the Finance Committee that the sponsors comments be moved to Finance Committee comments section.

D. Watkins moved, seconded by C. Martin, to approve Article J. Appropriate to Capital Stabilization Fund, funded by \$200,000 in free cash. In discussion, C. Martin noted that the Board had previously made a policy to fund the Capital Stabilization Fund with capital closeouts. D. Watkins noted that funding with capital closeouts was not a mandate but an option. C. Martin recommended that the Board discuss the amount to fund. C. Martin offered an amendment to the motion to adjust the amount to \$500,000 of free cash. There was no second to the motion. D. Watkins withdrew his initial motion. The Board recommended the Town Manager and the Finance Director advise the Board on the appropriate amount of free cash to allocate to the Capital Stabilization Fund.

A. Gutbezah moved, seconded by C. Martin, to insert and recommend approval of Article K. Choose Town Officers. Roll Call Vote: YEA: T. Fay, A. Gutbezah, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

C. Karlson stated that the Board would review Article N. FY2024 Omnibus Budget at the next meeting. C. Karlson asked the sense of the Board to combine Article P. CPA: Historic Preservation: Conservation of Gravestones in Town Cemeteries, and Article Q. CPA: Historic Preservation: Library Archival Document Conservation and Digitization into one warrant article. The Board agreed to leave each as a separate article.

T. Fay moved, seconded by C. Martin, to insert and support Article T. Community Preservation Fund – Town Beach Entryway and Perimeter Fencing. Roll Call Vote: YEA: T. Fay, A. Gutbezah, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

C. Martin moved, seconded by A. Gutbezah, to insert and support Article W. Special Education (SpEd) Reserve Fund. 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 moved, seconded by C. Martin, to insert and support Article X. Knollwood Road Easement. Roll Call Vote: YEA: T. Fay, A. Gutbezah, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

D. Watkins moved, seconded by C. Martin, to support Article Y. Update the Town Code Chapter 43 Personnel and Town’s Employee Handbook and Personnel Policies and Procedures for an estimated cost of \$30,000, as amended. In discussion, the Board suggested revisions to the title and the warrant article. T. Fay suggested dividing the article into two parts. Roll Call Vote: YEA: T. Fay, A. Gutbezah, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

In discussion, T. Fay noted that the Article II. Banning the use of Second-Generation Anticoagulant Rodenticide did not meet the procedural requirements to be heard at Annual Town Meeting.

T. Fay moved, seconded by A. Gutbezah, to insert Article II. Banning the use of Second-Generation Anticoagulant Rodenticide. C. Karlson noted that the article was submitted and voted by the Conservation

Commission after the warrant closed and cannot go forward. Roll Call Vote: YEA: None. NAY: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. ABSENT: None. ABSTAIN: None. Motion failed, 0-5.

The Board agreed to continue its discussion after meeting with the HRDEI Committee as scheduled in item A6.

A6. Human Rights, Diversity, Equity and Inclusion Committee (HRDEI): presentation of letter regarding the recent investigation of the former Police Chief, discussion with HRDEI Chair Yamini Ranjan and other members: Human Rights, Diversity, Equity and Inclusion (HRDEI) Committee members: Yamini Ranjan, Janot Mendler de Suarez and Mei-Ling Ellerman joined the meeting via teleconference. The HRDEI members presented a letter, issued by the HRDEI related to the recent investigation of the former Police Chief. The HRDEI members shared the HRDEI's recommendations for the police department with the Board, and recommended the Town address gender discrimination and sexual harassment in the police department. The Board expressed the need to prioritize the recommendations and assess which would be handled by the Board and which of the recommendations would be handled by staff. M. McCall reported that he had already met with Acting Police Chief Burman and reviewed the recommendations, some of which were already underway. J. Mendler de Suarez reported that the HRDEI would initiate community conversations around race amity and requested the Board cosponsor the events. The Board would discuss the request at the next meeting.

A4. 2023 Annual Town Meeting (ATM): discussion of ATM topics, including but not limited to: a) Determine location and start time of Annual Town Meeting b) Review, insert and determine a position on articles, including but not limited to: (revisited)

A. Gutbezahl described the differences between Article V. Finance Committee Appointing Board and Article CC. Revise Finance Committee Appointment. Article CC, sponsored by the Board called for the Finance Committee Appointing Board to be comprised of the 1) Town Moderator, 2) Chair of the Select Board and the 3) Chair of the Finance Committee, where Article V., sponsored by the Town Moderator, called for the third member to be a former Finance Committee member chosen by the Town Moderator. A. Gutbezahl expressed preference for Article CC. Revise Finance Committee Appointment, to which T. Fay concurred. D. Watkins expressed preference for Article V. Finance Committee Appointing Board. The Board discussed the articles. C. Karlson expressed opposition to the Moderator's Article V.

C. Martin reiterated that the articles are essentially the same, with the exception of the third member. C. Martin said she would be amenable to changing the current appointment process but voters may be confused by the fact that there were two very similar articles and questioned why there were two. She also expressed concern with setting a precedent for opposing articles. C. Martin suggested to merely amend the moderators article at Town Meeting. C. Martin noted that the voters of the previous Town Meeting called for a report and the report should include a recommendation. C. Karlson noted that the Town Moderator was within his right to submit his own warrant article based on his own research. C. Karlson expressed concern that the appointment of some members were not subject to Open Meeting Law.

T. Fay moved, seconded by A. Gutbezahl, to insert and recommend approval Article CC. Revise Finance Committee Appointment. In discussion, A. Gutbezahl stated that the subcommittee did not hear reports of this model causing any acrimony among finance committees. D. Watkins cautioned the Board to not underestimate the dynamic of the Finance Committee, and reported that he would not support the motion. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin. NAY: D. Watkins. ABSENT: None. ABSTAIN: None. Adopted 4-1.

A. Gutbezahl moved, seconded by T. Fay, to insert Article V. Finance Committee; Finance Committee Appointing Board. There was a discussion with Town Moderator, D. Berry regarding the article. A. Gutbezahl noted that Town Meeting had a right to see both articles. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A. Gutbezahl moved, seconded by C. Martin, to recommend approval of Article V. Finance Committee: Finance Committee Appointing Board. Roll Call Vote: YEA: C. Martin, D. Watkins. NAY: T. Fay, A. Gutbezahl, C. Karlson. ABSENT: None. ABSTAIN: None. Motion did not pass, 2-3.

D. Watkins moved, seconded by C. Martin, to approve Article D. OPEB Funding. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A. Gutbezahl described that Town Counsel advised the Town to withdraw Article Z. Personnel Code revision. A. Gutbezahl moved, seconded by C. Martin to reconsider the vote to insert and support Article Z. Personnel Code revision. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A. Gutbezahl moved, seconded by C. Martin, to insert Article Z. Personnel Code revision. In discussion, A> Gutbezahl noted that Town Counsel advised against this warrant article. Roll Call Vote: YEA: None. NAY: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. ABSENT: None. ABSTAIN: None. Motion failed, 0-5.

A5. Town Center Gift Funds: discussion and decision on use of funds to support a) BB Equity Audit/Assessment b) EE Council on Aging/Community Center Additional Funding:

C. Karlson referenced documents included in the packet, including previous meeting minutes from 2018 and notes from former Town Administrator Fred Turkington. T. Fay reported that the fund included \$1 million dollars that were unallocated. J. Bugbee described the intent of Article EE. Council on Aging/Community Center Additional Funding sources.

T. Fay moved, seconded by A. Gutbezahl, to set aside up to \$100,000 of the Town Center gift fund for an Equity Assessment. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A. Gutbezahl moved, seconded by C. Martin, to insert Article BB. Fund Equity Audit. Roll Call Vote: YEA: None. NAY: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. ABSENT: None. ABSTAIN: None. Motion failed 0-5.

T. Fay moved, seconded by A. Gutbezahl, to authorize the expenditure up to \$500,000 of the Town Center gift fund for the construction of Council on Aging/Community Center. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

T. Fay moved, seconded by C. Martin, to insert Article EE. Council on Aging/Community Center Additional Funding. Roll Call Vote: YEA: None. NAY: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. ABSENT: None. ABSTAIN: None. Motion failed, 0-5.

A6. Executive Session:

- a) Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and approve the executive session minutes of February 13, 2023 with the intent to hold said minutes.
- b) Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and consider for potential release the following executive session minutes related to discussion of reviewing executive session minutes: March 26, 2018; March 27, 2020; December 20, 2021; February 7; June 27; and October 3, 2022.
- c) Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7): review and consider waiving attorney-client privilege and releasing email from Town Counsel dated January 18, 2023 related to removal of members of appointed boards
- d) Pursuant to Massachusetts General Laws, Chapter 30A, Section 21(a) (3) to discuss strategy with respect to litigation; the Board will discuss strategy and deliberate re: pending PFAS litigation with 3M Company, AGC Chemicals, et al:

At 10:32 p.m., C. Karlson moved, seconded by T. Fay, that the Select Board enter into Executive Session pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and approve the executive

session minutes of February 13, 2023 with the intent to hold said minutes; pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and consider for potential release the following executive session minutes related to discussion of reviewing executive session minutes: March 26, 2018; March 27, 2020; December 20, 2021; February 7; June 27; and October 3, 2022; pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7): review and consider waiving attorney-client privilege and releasing email from Town Counsel dated January 18, 2023 related to removal of members of appointed boards; pursuant to Massachusetts General Laws, Chapter 30A, Section 21(a) (3) to discuss strategy with respect to litigation; the Board will discuss strategy and deliberate re: pending PFAS litigation with 3M Company, AGC Chemicals, et al.

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

Chair C. Karlson invited attendance by Town Manager, M. McCall, Assistant Town Manager, J. Bugbee and Attorney Ken Sansone, SL Environmental Law Group PC. C. Karlson announced that the Board would reconvene in open session. At 10:52 p.m., the Board returned to open session.

A4. 2023 Annual Town Meeting (ATM): discussion of ATM topics, including but not limited to:

c) Review and discuss order of ATM articles: (revisited again): The Board reviewed the draft projected schedule of warrant articles for the 2023 Annual Town Meeting and made adjustments.

A8. Consent: a) Review and approve listed items b) Discuss, consider, and potentially act on items removed from Consent, if any:

1. Vote the questions of changing the title of non-voting members of the Human Rights, Diversity, Equity and Inclusion Committee (HRDEIC) from HRDEIC non-voting member to HRDEIC associate member, and updating the language changes from Board of Selectmen to Select Board and Town Administrator to Town Manager.
2. Vote to authorize the Select Board Chair, Cherry Karlson, to submit the Inquiries of Management Form as attached to inform the FY 2022 audit.
3. Vote the question of approving the gift provided by the Lauren Dunne Astley Memorial Fund in the amount of \$2,000 for the purpose of temporary art installation of painted doors as part of Go Out Doors, on the Rail Trail for the Wayland Cultural Council.
4. Vote the question of approving the gift provided by the Lauren Dunne Astley Memorial Fund in the amount of \$500 for the purpose of funding the Utility Box Project for the Wayland Cultural Council.
5. Vote the question of approving the reduction in permitting fees assessed to the Wayland Housing Authority (WHA) for Bent Park electrical upgrades.

A. Gutbezahl moved, seconded by T. Fay, to approve the Consent Calendar. In discussion, C. Martin questioned the amount in item #5. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A10. Review Correspondence: The Board reviewed the correspondence in the packet.

A11. Minutes: a) Review and approve the minutes of February 13, 2023 and February 15, 2023:

A. Gutbezahl moved, seconded by T. Fay, to approve the minutes of February 13, 2023 and February 15, 2023, as amended. A. Gutbezahl amended his motion to omit the approval of the February 15, 2023 minutes. The Board took no action on the minutes of February 15, 2023. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A7. Town Manager Report:

- a) **Final American Rescue Plan Act (ARPA) Accounting Worksheet presentation:** J. Bugbee presented the final version of the ARPA accounting worksheet, as presented in the packet.
- b) **Legal Services Contract timing:** J. Bugbee reported that he found a contract for legal services for a three-year term from 2016-2019, he added that legal services were exempt from procurement law. J.

Bugbee recommended that it was good practice to go to bid for these services. J. Bugbee suggested the Board discuss the matter at a future meeting.

- c) **FY2024 Budget status:** J. Bugbee reported that the Finance Committee voted on the budget and capital budgets which would be presented to the Board at a future meeting.
- d) **Joint Communication Center (JCC) report / update:** J. Bugbee reported that he had received correspondence from nearby municipalities in regard to joining a consortium to regionalize JCC services dispatch services J. Bugbee noted the availability of state funding incentives for the Town to consider. He added that there was a lot of research to review before committing to this model.

A12. Select Board Member's Reports and Concerns: A. Gutbezahl read A. Bruno's resignation letter which he tendered in protest and solidarity with those who felt marginalized after recent discrimination and racism incidents in Wayland. The Board thanked J. Bugbee for serving as Acting Town Manager. D. Watkins announced that a contract with Verizon would be forthcoming and would negate the need for the Cable Advisory Committee. D. Watkins suggested the Board consider setting policy and procedures related to ChatGPT technology.

A13. Topics Not Reasonably Anticipated by the Chair 48 Hours In Advance, If Any: There were none.

A14. Adjourn: At 11:22 p.m., A. Gutbezahl moved, seconded by T. Fay, to adjourn the meeting of the Select Board. Roll Call Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

Items included in the packet and updated during the Select Board Meeting of February 27, 2023

1. Revised Agenda, which revised the agenda posted 02/23/2023 at 5:20 p.m.
2. Schedule: 2023 Annual Town Election/Annual Town Meeting Schedule, updated February 7, 2023;
3. Table: Warrant Article List for 2023 Annual Town Meeting, edited February 24, 2023
4. Draft: Article D. OPEB Funding
5. Draft: Article E. Enterprise Fund Budgets
6. ATM Warrant Article Request Form: (Article F.) Fiscal Year 2024 Revolving Fund Expenditure Limits
7. Draft: Article G. Update Personnel Bylaws and Wage & Classification Plan and Fund Union Agreements
8. Draft: Article H. Surface Water Quality Committee Budget
9. Draft: Article J. Appropriate to Capital Stabilization Fund
10. ATM Warrant Article Request Form: (Article N.) Omnibus Budget, dated 01/17/2023
11. Draft: Article N. FY 2024 Omnibus Budget
12. Draft: Article T. Community Preservation Fund – Town Beach Entryway and Perimeter Fencing
13. Draft: Article V. Finance Committee Appointing Board
14. Draft: Article W. Special Education (SpEd) Stabilization, redlined version
15. ATM Warrant Article Request Form: (Article X.) Knollwood Road Easement, with plan dated 04/29/2022
16. Draft: Article Y. Update the Town Code Chapter 43 Personnel and Town's Employee Handbook and Personnel Policies and Procedures
17. Draft: Article BB. Equity Audit
18. Draft: Article CC. Revise Town Code Chapter 19, Section 1
19. ATM Warrant Article Request Form: (Article EE.) Council on Aging/Community Center Additional Funding, dated 01/12/2023
20. Draft: Article EE. Council on Aging/Community Center Additional Funding
21. Draft: Article HH. Affirm Remote Participation in Town Meeting, redlined version
22. ATM Warrant Article Request Form: (Article II.) Banning the use of Second-Generation Anticoagulant Rodenticide, dated 01/25/2023
23. Draft: 2023 Annual Town Meeting Article Order, dated February 22, 2023
24. Document: Town Center, 440-440 Boston Post Road Projected Budget - Use of Gift Funds, with notes
25. Minutes: Board of Selectmen Meeting Minutes October 20, 2008
26. Minutes: Board of Selectmen Meeting Minutes November 17, 2008

27. Letter: From: Human Rights, Diversity, Equity and Inclusion Committee TO: Select Board Dated: December 21, 2022 Re: recommendations from the Policing Working Group re: Police Department, enclosed letter dated December 19, 2022 To: HRDEIC members and J. Bugbee, From: Policing Working Group: M. Borowski, M. Ellerman, J. Kurtz
28. Table: ARPA Funds Requests, Working Document dated 02/13/2023
29. Draft: Select Board Meeting Minutes 02/13/2023
30. Draft: Select Board Meeting Minutes 02/15/2023

Supplemental Packet

1. Draft: Article D. OPEB Funding, revised
2. Table: OPEB Funded Status Reconciliation June 30, 2021 to June 30, 2022
3. Draft: Article E. Enterprise Fund Budgets, revised
4. Draft: Article F. Fiscal Year 2024 Revolving Fund Expenditure Limits
5. Draft: Article J. Appropriate to Capital Stabilization Fund, redlined version
6. Draft: Article X. Knollwood Lane Easement, with plan dated 04/29/2022
7. Draft: Article CC. Revise Town Code Chapter 19, Section 1, redlined version

Items Distributed For Information and Use By the Board during the Meeting of February 27, 2023 Otherwise Not Included In The Packet (Handouts):

1. There were none.

Correspondence to the Select Board from:

1. Anette Lewis, dated February 10, 2023 re: Fwd: 2023 Town of Weston Important Save the Dates
2. Tom Maglione dated February 13, 2023 re: Public comment for Feb 13, 2023 meeting
3. A. Lewis dated February 13, 2023 re: 2/13/23 National Grid Grant of Location Hearing: 42-53 Concord Rd
4. Mayor of Framingham c/o Louise Miller, dated February 13, 2023 re: Joint Dispatch -
5. Middlesex County Retirement System, dated February 13, 2023 re: Approval of One-Time Cost-of-Living-Adjustment (COLA) for Retirees
6. Alice Boelter dated February 13, 2023 re: 122-124 Lakeshore Drive
7. Greg Franks, Comcast dated February 13, 2023 re: Annual Notice
8. Carolyn M. Murray, KP Law dated February 14, 2023 re: Wayland - Select Board
9. Abner Bruno to Select Board dated February 14, 2023 re: Finance Committee Resignation
10. George Harris to Select Board dated February 16, 2023 re: OML Open Meeting Law
11. Sarah Melnick to Select Board dated February 16, 2023 re: Full Day Kindergarten
12. Hope Podell to Select Board dated February 17, 2023 re: Mill Creek Residential
13. Manza Arthur, Supervisor of Records dated February 21, 2023 re: Determination - SPR23/0172

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778



MICHAEL McCALL
TOWN MANAGER
(508) 358-3620
www.wayland.ma.us

DRAFT Meeting Minutes **Select Board**

Monday, March 6, 2023

7:00 p.m.

HYBRID

Wayland Town Building, Large Hearing Room **41 Cochituate Road, Wayland, Massachusetts**

SELECT BOARD

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

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

Also Present: Town Manager, Michael McCall; Assistant Town Manager, John Bugbee.

A1. Call to Order, Review the Agenda for Public: At 7:00 p.m., C. Karlson called the meeting of the Select Board to order when a quorum was present and announced that the meeting would be conducted in a hybrid-format (both via teleconference and in-person attendance). C. Karlson announced that the meeting would be recorded for re-broadcast. C. Karlson reviewed the agenda and announced each Board member by full name.

A2. Announcements and Public Comment: C. Martin announced that the Board of Public Works would hold a forum on the connection to the Massachusetts Water Resource Authority (MWRA) water supply on April 11. A. Gutbezahl announced that the Wayland Musical Festival would be held on the Town Green at Town Center on May 20, 2023.

Jeffrey Prince, Lillian Way, Board member of the condominium association, joined the meeting in person to comment on the Council on Aging - Community Center project, he expressed that there were some unresolved concerns with access to the project site.

Stephanie Elkhort, of Sudbury, joined via teleconference and expressed support for the allocation of funds to purchase a stage for the summer concert series and that the event would bring people from surrounding towns.

Kathy Polivy, Lillian Way, Board of Trustees of the condominium association joined in person and urged the Board to review the current plan and its impacts to vehicular and pedestrian traffic.

Cynthia Oliver, Old Sudbury Road, joined via teleconference and expressed support for the allocation of funds for the purchase a stage for the summer concert series

Jefferey Ronner, Lillian Way, expressed frustration with having given valid comments and constructive feedback to the Planning Board, was not trying to block the project and felt no one was listening.

Steven Robb, Maiden Lane, joined via teleconference and expressed support for the allocation of funds for the purchase a stage for the summer concert series.

Robyn Gray, Hearthstone Circle, joined via teleconference and expressed support for the allocation of funds to purchase a stage for the summer concert series.

A10. Consent: a) Review and approve listed items b) Discuss, consider, and potentially act on items removed from Consent, if any:

1. Vote the question of approving a sandwich board request by the Wayland-Weston Rowing Association for advertising their spring crew season during the dates of March 7 through March 24 at Fire Station Two in Cochituate, Town Center (corner of Routes 20 & 27), Old Connecticut Path and Cochituate Road (Five Paths), and Route 20/Old Connecticut Path by Coach Grill.
2. Vote the question of approving police detail for each polling location (Wayland Town Building and Wayland Middle School) for the Annual Town Election on April 25, 2023 to preserve order and to

protect the election officers and supervisors from any interference with their duties and to aid in enforcing the laws relating to elections.

T. Fay moved, seconded by D. Watkins, to approve the Consent Calendar. Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A12. Review Correspondence: The Board reviewed the correspondence in the packet.

A3. Finance Committee FY2024 Budget Presentation: At 7:15 p.m., the Board relocated to the Council on Aging Room to attend the Finance Committee meeting and hear its FY 2024 Budget Presentation. Finance Committee Co-Chair, Pam Roman presented a slide deck on the budget and its recent revisions. The presentation included the proposed FY 2024 omnibus budget, operating and capital budgets. P. Roman described the Finance Committee mission and strategy and reviewed the new budget process under the Select Board-Town Manager Act. P. Roman described the current budget environment and the drivers that would likely result in the need for a proposition 2 ½ override in FY 2025.

P. Roman described the school budget drivers to be a \$1.74 million increase in Special Education, a settlement of three-year old Fire Contract and the American Federation of State, County and Municipal Employees (AFSCME) Union, the addition of 3 full-time equivalents (FTEs) for The Children’s Way Preschool, and \$1.75 million increase in debt service. P. Roman reported that there would be a transition of the utilities budget line to unclassified from department lines, the use of Free Cash to fund road repairs, the use of capital project closeouts of 28 projects to fund capital expenditures. P. Roman noted that there was a \$1.19 million unanticipated increase in State Aid. P. Roman summarized there was a 7.6% increase for a total omnibus budget of \$99,778,085. P. Roman also presented on the proposition 2 ½ levy capacity and the FY 2024 Capital Budget totaling \$5,456,372.

P. Roman presented the budget recommendations from the Finance Committee. A. Gutbezahl expressed that he did not believe that the five-year capital plan was accurate given the need to budget for new school buildings in future years. K. Lappin responded that those projects were planned beyond the five-year capital plan. The Board provided comments to the Finance Committee for the budget presentation.

Caroline Hanlon, High Rock Road, asked about the school budget for obligatory school services.

Michelle Inglese, Aqueduct Road, joined in person and stated that the number of students who require special education services was forecasted to increase and the budget should reflect that forecast.

Maxwell Reich, Sunset Road, joined in person and stated that by not providing a budget for in-district special education services the Town would need to increase the budget for transportation to out-of-district services.

At 8:23 p.m., the Board left the Finance Committee meeting and resumed its open session in the large hearing room with Finance Director Brian Keveny.

A4. FY2024 Budget Discussion: B. Keveny, J. Bugbee and the Board reviewed the revised budget and the Finance Committees recommendations in the packet. The Board also discussed the Finance Committee’s proposed considerations for revenue enhancements.

B. Keveny reported that Article G. included increases to the wage and classifications plans for non-union personnel. B. Keveny also reviewed Article J. Fund Capital Stabilization.

A5. 2023 Annual Town Meeting (ATM): discussion of ATM topics, including but not limited to: a) Review, insert and determine a position on articles, including but not limited to:

- G. Personnel Bylaws
- J. Capital Stabilization Fund
- N. Omnibus Budget
- V. Finance Committee Appointing Board
- GG. Massachusetts Water Resources Authority (MWRA) Admission Application – Approval to Proceed

D. Watkins moved, seconded by C. Martin, to approve Article J. Fund Capital Stabilization for \$500,000 of free cash. T. Fay expressed concern that the dollar amount was not agreed to by the Finance Committee. D.

Watkins amended his motion, seconded by C. Martin, to contribute no more than \$500,000 and no less than \$200,000 of free cash. Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

C. Karlson reviewed that the salary tables presented in the packet were adjusted for minimum wage increases and that Article G. would also fund the agreed to collective-bargaining agreements. Human Resource Manager, Kate Ryan joined the meeting via teleconference and described the 3.33% annual increase to the non-union wage scales, which had not been reviewed for market comparisons since 1997, and that a compensation study was needed for the twenty-six non-union positions on the scale. D. Watkins suggested the Board act only on the FY 2024 increases to the non-union wage scales. He suggested the Board would address the out-years of the proposed three-year adjustment after review of the Human Resources policies which was called for in Article Y. C. Karlson provided a summary of the Personnel Board meeting on the matter, the Personnel Board was not clear on the process for funding the changes to the non-union wage scales.

T. Fay moved, seconded by D. Watkins, to re-insert of Article G. Update Personnel Bylaws and Wage & Classification Plan and Fund Union Agreements, as amended to include 3.3% adjustments for non-union personnel in FY 2024. Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

T. Fay moved, seconded by D. Watkins, to support Article G. Update Personnel Bylaws and Wage & Classification Plan and Fund Union Agreements, as amended to include 3.3% adjustments for non-union personnel in FY 2024. Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0. K. Ryan left the meeting.

C. Martin moved, seconded by T. Fay, to insert Article N. FY2024 Omnibus Budget. Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

C. Karlson noted that Moderator D. Berry, sponsor of Article V. Finance Committee Appointing Board asked the Board to consider revisions to the warrant article, but was requested after the deadline.

C. Martin suggested that the Board adjust the final version of 2023 Annual Town Meeting Article Order. T. Fay suggested the Chair be allowed to finalize the adjustments as necessary.

A9. Town Center Gift Funds: discussion and decision on use of funds to support purchase of a portable musical stage for use at Town Center: T. Fay suggested the Board use the Town Center gift funds to acquire a new or used stage to support the Wayland Music Festival and other events at the Town Center. Chris Reynolds summarized the 2022 music festival as a success and that future festivals would benefit from the purchase of a stage. Chris requested an allocation from the Town Center gift fund to acquire a stage and to conduct a second festival.

A. Gutbezahl moved, seconded by T. Fay, to set aside up to \$75,000 of the Town Center gift fund to be expended for the purpose of acquiring a stage for cultural enrichment and other Town activities, in compliance with state law. In discussion, J. Bugbee noted the need to follow state procurement law. Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0. T. Fay requested the Board discuss future funding sources for the events.

A15. Executive Session:

- a) Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and approve the executive session minutes of February 27, 2023 with the intent to hold said minutes;
- b) Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and consider for potential release the following executive session minutes related to contract negotiations with AFSCME Local 690 Wayland-1 and AFSCME Local 690 Wayland-2: March 15; June 14; July 26; September 2; October 4; November 22; December 13, 2021; January 3, January 10, January 18, January 24, March 14 and March 21, 2022;
- c) Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and consider for potential release the following executive session minutes related to contract negotiations with

the Wayland Library Staff Association-MET, AFT, AFL-CIO: January 19; May 10; June 14; June 29; July 12; August 9; September 2 and October 4, 2021;

- d) Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation Federal Multidistrict Litigation vs. CVS, Walgreens, Walmart, Teva, and Allergan; the Board will discuss strategy and deliberate regarding the national opioid multi-district litigation settlement allocation of funds; and
- e) Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to threatened litigation involving Menemsha Development Group and Travelers Casualty and Surety Company of America with respect to the Fire Station 2 bid:

At 10:01 p.m., C. Karlson moved, seconded by C. Martin, that the Select Board enter into Executive Session pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and approve the executive session minutes of February 27, 2023 with the intent to hold said minutes; pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and consider for potential release the following executive session minutes related to contract negotiations with AFSCME Local 690 Wayland-1 and AFSCME Local 690 Wayland-2: March 15; June 14; July 26; September 2; October 4; November 22; December 13, 2021; January 3, January 10, January 18, January 24, March 14 and March 21, 2022; pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (7) to review and consider for potential release the following executive session minutes related to contract negotiations with the Wayland Library Staff Association-MET, AFT, AFL-CIO: January 19; May 10; June 14; June 29; July 12; August 9; September 2 and October 4, 2021; pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation Federal Multidistrict Litigation vs. CVS, Walgreens, Walmart, Teva, and Allergan; the Board will discuss strategy and deliberate regarding the national opioid multi-district litigation settlement allocation of funds; and pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to threatened litigation involving Menemsha Development Group and Travelers Casualty and Surety Company of America with respect to the Fire Station 2 bid.

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

Chair C. Karlson invited attendance by Town Manager, M. McCall, Assistant Town Manager, J. Bugbee, Public Buildings Director, Ben Keefe and Town Counsel, Richard Holland, KP Law, P.C. C. Karlson announced that the Board would return from executive session in approximately forty-five minutes.

At 10:47 p.m., the Board resumed its meeting in open session.

A8. Town Manager Report:

- a) **Recreation Update:** M. McCall reported he had met with the Recreation Director on a variety of capital initiatives for which the Recreation Department are stakeholders.
- b) **Audit update:** M. McCall reported that the Audit Committee's completed its work and would soon provide the Management Letter.
- c) **Per- and Polyfluorinated Substances (PFAS) News:** M. McCall reported that the Massachusetts Department of Public Health (MDPH) and Health Director J. Junghanns had been working on the recently issued advisories related to PFAS found in fish at thirteen bodies of water around the state, including Lake Cochituate.
- d) **Mill Creek Forum Information:** M. McCall reported that staff were preparing comments on the affordable housing development by Mill Creek Residential ahead of the public forum on March 20.
- e) **Remote and hybrid public meetings authorization status:** M. McCall reported that there was a proposal at the state level to extend the remote meeting provisions authorized by the Governor's March 12, 2020, *Executive Order Suspending Certain Provisions of the Open Meeting Law*, to March 2025.
- f) **Town Manager First Week Recap:** M. McCall reported that he met with the staff and was getting up to speed. M. McCall reported that he had received correspondence from Senator Elizabeth Warren's

office with regard to congressional directed spending requests, also known as federal earmarks, the application deadline was March 15, 2023.

A11. Minutes: a) a) Minutes: Review and approve the minutes of February 15, 2023 and February 27, 2023 b) Approve the release with redactions the executive minutes of March 26, 2018; March 27, 2020; December 20, 2021; February 7; June 27; and October 3, 2022:

T. Fay moved, seconded by C. Martin, to approve the minutes of February 15, 2023. A. Gutbezahl offered an amendment to the motion to approve the minutes as amended, T. Fay accepted the amendment. In discussion, C. Martin made revisions. Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A. Gutbezahl moved, seconded by D. Watkins, to approve the release with redactions the executive minutes of March 26, 2018; March 27, 2020; December 20, 2021; February 7; June 27; and October 3, 2022 as listed on the agenda. Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A7. Saint Ann's Senior Village: discuss and authorize creation and submission of a letter to Massachusetts Department of Housing and Community Development (DHCD), commenting on the project eligibility: C. Karlson reported that she, M. Jaillet and M. McCall attended a site visit with the project's architectural and engineering firms and with representatives from the Department of Housing and Community Development (DHCD). C. Karlson noted the Board would have to decide to authorize the creation of a letter to DHCD to comment on the projects' eligibility. M. McCall reported that the letter had already been drafted for the Board's review. It was the sense of the Board to add the approval of the letter on the next Consent Calendar.

A6. Finance Committee Appointment Study Group Subcommittee: Discussion and potential vote on adopting the report and making a Select Board recommendation to Town Meeting concerning Finance Committee appointment process:

A. Gutbezahl noted the Finance Committee Appointment Study Group Subcommittee had presented a report to the Select Board with the results of its study of a variety of mechanisms to appoint Finance Committee members. The subcommittee also drafted and presented a draft report from to Town Meeting the Board, the Board reviewed the draft and made revisions. D. Watkins felt there was biases in the language of the comments.

A. Gutbezahl moved, seconded by T. Fay, to submit the report of the Wayland Select Board to Town Meeting as set forth in the packet on pages 62-70, as amended. In discussion, A. Gutbezahl reviewed the amendments discussed: the change of the date, and to strike the conclusions and recommendations. D. Watkins requested his name not be included on the document. A. Gutbezahl noted that each Board member should abide by majority decisions of the Board even when such decisions are contrary to an individual member's vote. Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

A13. Select Board Member's Reports and Concerns: There were none.

A14. Topics Not Reasonably Anticipated by the Chair 48 Hours In Advance, If Any: There were none.

A14. Adjourn: At 11:12 p.m., T. Fay moved, seconded by D. Watkins, to adjourn the meeting of the Select Board. Vote: YEA: T. Fay, A. Gutbezahl, C. Karlson, C. Martin, D. Watkins. NAY: None. ABSENT: None. ABSTAIN: None. Adopted 5-0.

Items included in the packet and updated during the Select Board Meeting of March 6, 2023

1. Revised Agenda, which revised the agenda posted 03/02/2023 at 4:05 p.m.
2. Table: Budget, Original December 2022 Plan with Capital Budget Revenue changes
3. Email: From: Roman, Pamela To: Karlson, Cherry Cc: Correia, Steve Subject: Fwd.: WAYLAND: Responses to Finance Committee Questions - Considerations for Revenue Enhancement for Proposed FY24 Omnibus Budget, Date: Thursday, February 23, 2023 at 4:57 p.m.
4. Email: From: Keveny, Brian Sent: Tuesday, February 21, 2023 8:04 a.m. To: Finance Committee Members Cc: Bugbee, John included forwarded email from: Carolyn M. Murray Sent: Friday, February 17, 2023 3:23

- p.m. To: Keveny, Brian Cc: Bugbee, John Subject: FW: WAYLAND: Responses to Finance Committee Questions - Considerations for Revenue Enhancement for Proposed FY24 Omnibus Budget
5. Annotated Memorandum: To: John Bugbee, Acting Town Manager Cc: Select Board Members; Brian Keveny, Finance Director From: Finance Committee Date: January 26, 2023 Re: Proposed Town of Wayland Omnibus Budget for the Fiscal Year Ending June 30, 2024 (“FY24 Omnibus Budget”) Annotated Following 02/06/2023 Select Board Meeting
 6. M.G.L Part I, Title VII, Chapter 44, Section 63, with highlights
 7. Table: U.S. Treasury’s (2/8/23 at 9:07 AM) rates, yield
 8. Schedule: 2023 Annual Town Election/Annual Town Meeting Schedule, updated February 7, 2023;
 9. Final: 2023 Annual Town Meeting Article Order, dated February 28, 2023
 10. Table: Warrant Article List for 2023 Annual Town Meeting, edited February 28, 2023
 11. Draft: Article G. Update Personnel Bylaws and Wage & Classification Plan and Fund Union Agreements
 12. Tables: Drafts of 2023 Annual Town Meeting Warrant, Wage Scales
 13. Table: Full Time Equivalents (FTEs) - By Department
 14. ATM Warrant Article Request Form: FY 2024 Omnibus Budget, dated 01/17/2023
 15. Draft: Article CC. Revise Town Code Chapter 19, Section 1, revised
 16. Draft: Article V. Finance Committee Appointing Board, revised 02/28/2023
 17. From: Berry, Dennis Sent: February 28, 2023 2:11 p.m. To: Costello, C. Cc: Karlson, Cherry; Correia, Steve Subject: Revised Submission for Article V. Attachments: New Submission Article V.docx
 18. From: Berry, Dennis Sent: February 28, 2023 3:25 p.m. To: Karlson, Cherry; Costello, C.; Adam Gutbezahl; Correia, Steve Subject: Revised Article CC Attachments: New Proposers comments.docx
 19. ATM Warrant Article Request Form: (Article V.) Finance Committee; Finance Committee Appointing Board
 20. From: Correia, Steve Sent: Tuesday, February 28, 2023 5:08 p.m. To: Berry, Dennis; Karlson, Cherry; Costello, C.; Adam Gutbezahl Subject: Re: Revised Article CC
 21. Draft: Article GG. Massachusetts Water Resource Authority (MWRA) Admission Application - Approval to Proceed, redline version: CWL Rev. 10 in Track Changes 02/28/2023
 22. Draft Report: To: Town Meeting From: Select Board Date: January __, 2023 Re: per 2022 ATM Article 20, “Appointment of Finance Committee,” further study by the Select Board with a written report to Town Meeting by the 2023 ATM.
 23. From: "Miller, Franklin (OCD)" Date: Monday, February 27, 2023 at 12:31 p.m. To: Select Board Cc: "Murphy, Alana (OCD)", "Frawley, Rebecca (OCD)" Subject: St. Ann, Wayland 40B 30-Day letter with attachment materials re: 40B Project Eligibility Letter from DHCD, plans, support letters, deed, etc.
 24. Specification Sheet: Stageline SL75 Mobile Stage Floor Size: 20' x 16'
 25. Application: One Stop2000 Affordable Housing Finance Application [Version 1.21] RE: Project Saint Ann's Wayland, prepared by Shaina Korman-Houston, Application Date: 02/09/2023
 26. Press Release: Wayland Select Board to Host Forum about Mill Creek Residential’s Proposed Housing Development – Wayland News Portal.
 27. Document: Town Center, 440-440 Boston Post Road Projected Budget - Use of Gift Funds, with notes
 28. Email: From: C. H. Reynolds Sent: February 27, 2023 4:15 p.m. To: Gutbezahl, Adam ; Fay, Thomas Subject: Exploratory budget and supporting documents for summer music series leading to purchase of used mobile stage, with attachments.
 29. Website: 2013 Stageline SL50 Mobile Stage Trailer - govdeals.com 02/02/2023, 2:07 PM
 30. Draft: Select Board Meeting Minutes 02/15/2023
 31. Draft: Select Board Meeting Minutes 02/27/2023

Items Distributed For Information and Use By the Board during the Meeting of March 6, 2023 Otherwise Not Included In The Packet (Handouts):

1. Slide deck: “Fiscal Year 2024 Omnibus Budget Proposed Operating and Capital Budgets Finance Committee Presentation to Select Board”, Finance Committee, dated March 6, 2023

Correspondence to the Select Board from:

1. From George Harris, dated February 27, 2023 re: SPR23/0172
2. From Brian O’Herlihy, dated March 3, 2023 re: State Ethics Commission Advice - St. Ann’s proposed development