

PACKET

JUNE 6

2016



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

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
LOUIS M. JURIST
CHERRY C. KARLSON
JOSEPH F. NOLAN

BOARD OF SELECTMEN
Monday, June 6, 2016
Wayland Town Building
Selectmen's Meeting Room

Proposed Agenda

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

- 6:00 pm 1.) Open Meeting and Enter into Executive Session Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(3) to Discuss Strategy with Respect To Health Insurance in regard to the AFSCME Clerical Union, the AFSCME Professional Union, the Teamsters, the Library Association, the Police Union, the Fire Union, the Wayland Teachers Association, the Wayland Educational Secretarial Association, the School Custodians Union, and the Food Service Association; and to Discuss Civil Service with Respect to the Police Union; and to Discuss an Arbitration Filing with Respect to the Police Union; and Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(2) to Discuss Strategy with Respect to Negotiations with Non-Union Personnel, Police Chief Contract;
- And Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(7), to Review and Consider for Approval the Potential Release of the Following Minutes Pertaining to the Following Subjects, because a Public Discussion of Pending Litigation and Collective Bargaining will have a Detrimental Effect on the Bargaining, Negotiating, or Litigating Position of the Town: Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(6) to Consider the Purchase, Exchange, Taking, Lease or Value of Real Property in Regard to the Municipal Parcel at the Town Center Project; and Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(3), to discuss strategy with respect to pending action regarding Bernstein, et al v. Planning Board: May 23, 2016
- 7:00 pm 2.) Call to Order by Chair
- Announcements; Review Agenda for the Public
- 7:02 pm 3.) Public Comment
- 7:10 pm 4.) Interview for Appointment to the Permanent Municipal Building Committee
- Patrick Rowe
- 7:20 pm 5.) Discussion and Vote to Authorize Town Administrator to Seek Special Counsel to Prepare an Opinion Regarding Restrictions on Title on 5 Concord Road

**BOARD OF SELECTMEN
Monday, June 6, 2016
Wayland Town Building
Selectmen's Meeting Room**

Proposed Agenda Page Two

- 7:35 pm 6.) Hear Staff Report on Request to Purchase Sycamore Road Parcels;
Vote on Next Steps
- 7:50 pm 7.) Project Update from Facilities Director
- 8:05 pm 8.) Meet with Energy Initiatives Advisory Committee
1. Vote to Approve Solar Tax Agreement
 2. Votes to Approve Purchase and Sales Agreement and License regarding Purchase of Streetlights from Eversource and Vote to Authorize Town Administrator to Take any Additional Actions to Change to LED Streetlighting
- 8:25 pm 9.) Vote to Sign Change in Speed Limit for .12 Mile on Stonebridge Road
- 8:40 pm 10.) Discuss and Vote to Approve Date for Annual Town Meeting
- 8:50 pm 11.) Council on Aging/Community Center Advisory Committee: Review Next Steps and Discuss Form for Updated Charge
- 9:10 pm 12.) Review and Approve Minutes of May 23, 2016; Potential Vote to Release Executive Session Minutes of May 23, 2016
- 9:20 pm 13.) Discuss and Vote on Resolution for Plaque at the Public Works Facility
- 9:25 pm 14.) Review and Approve Consent Calendar (See Separate Sheet)
- 9:30 pm 15.) Review Correspondence (See Separate Index Sheet)
- 9:40 pm 16.) Report of the Town Administrator
- 9:50 pm 17.) Selectmen's Reports and Concerns
- 10:00 pm 18.) Topics Not Reasonably Anticipated by the Chair 48 Hours in Advance of the Meeting, If Any
- 10:05 pm 19.) Adjourn

(4) INTERVIEW
PMBC

DATE: JUNE 3, 2016

TO: BOARD OF SELECTMEN

RE: APPOINTMENT TO VACANT POSITION ON PERMANENT MUNICIPAL
BUILDING COMMITTEE

(THIS INTERVIEW
WILL BE DEFERRED
UNTIL A LATER
MEETING)

REQUESTED ACTION:

INTERVIEW AND CONSIDER PATRICK ROWE TO FILL A VACANT POSITION ON THE PERMANENT MUNICIPAL BUILDING COMMITTEE.

THERE ARE TWO OPEN POSITIONS: ONE TO EXPIRE ON JUNE 30, 2017, AND ONE TO EXPIRE ON JUNE 30, 2018.

VOTE:

TO APPOINT PATRICK ROWE TO THE PERMANENT MUNICIPAL BUILDING COMMITTEE, EFFECTIVE IMMEDIATELY, FOR A TERM TO EXPIRE ON (JUNE 30, 2017 OR JUNE 30, 2018.)

Attached: Letter of Interest from Patrick Rowe

DiNapoli, MaryAnn

From: Keefe, Ben
Sent: Thursday, June 02, 2016 9:28 AM
To: DiNapoli, MaryAnn
Subject: RE: Opening on PMBC

Dear Wayland Town Selectmen,

My name is Patrick Rowe. I have lived at 147 Rice Road in Wayland since 2010 and would like to offer my services to be a member of the PMBC. I have spent my career as Commercial Real Estate professional. My work has provided me the opportunity to gain exposure and learn about a variety of aspects of the real estate business including investing, development, and asset management. I feel these experiences will help me as a committee member. I am excited about the opportunity to help contribute to my community. If you have any questions or concerns, please feel free to contact me at prowe@mit.edu or by phone at 617-233-7812. Included below is a brief synopsis of my professional and Education Experience.

Sincerely,

Patrick Rowe

Education

Dartmouth College 1997-2001
B.A Economics

Massachusetts Institute of Technology 2006-2007
Master's Degree in Real Estate Development

Professional

MIT Investment Management Company 2007-Present
Director, Portfolio Management and Asset Management

KSS Realty Partners 2004-2006
Analyst

Bonz and Company 2001-2004
Real Estate Advisor

*5. LIBRARY REQUEST
FOR SPECIAL
COUNSEL*

DATE: JUNE 6, 2016
TO: BOARD OF SELECTMEN
FROM: NAN BALMER, TOWN ADMINISTRATOR
RE: LIBRARY REQUEST FOR SPECIAL COUNSEL

LIBRARY TRUSTEES' REQUESTED BOARD ACTION:

VOTE TO AUTHORIZE THE TOWN ADMINISTRATOR TO SEEK SPECIAL COUNSEL ON BEHALF OF THE LIBRARY FOR A LEGAL OPINION REGARDING RESTRICTIONS ON THE USE OF 5 CONCORD ROAD, 193 / 195/207 MAIN STREET AND 202 OLD CONNECTICUT PATH.

BACKGROUND:

On March 30th, Town Counsel issued the attached written opinion to the Chair of the Library Trustees regarding restrictions on the use of 5 Concord Road.

The Library Trustees voted several weeks ago to request Special Counsel to do additional legal research on this restrictions on 5 Concord Road as well as other town parcels.

Town Counsel provided the attached comments on the request and will be available to discuss this matter with the Selectmen at the June 6th meeting.

Attachments:

1. Town Counsel's Opinion on 5 Concord Road, dated March 30, 2016.
2. Request of the Chair of the Board of Library Trustees for Special Counsel
3. Town Counsel's Comments on Library request for Special Counsel

LIBRARY CHAIR'S
REQUEST FOR
SPECIAL COUNSEL

Nan,

This is a request to the Board of Selectmen, but we need your help to figure out who can do this work and what it could cost. Can you do that for us? The Wayland Free Public Library is situated at 5 Concord Road. This parcel was acquired through a series of deeds, and the initial parcel at 5 Concord Road was given to the Town by a bequest in a will of an early benefactor.

At its board meeting on May 4, 2016, the Board of Library Trustees voted unanimously to request that the Board of Selectmen hire Special Legal Counsel to assist the Trustees in several matters. The legal work requested is relative to two parcels, 5 Concord Road and 1 Concord Road, and the major tasks are as follows:

- to clarify whether there are legal restrictions on the use of the land at 5 Concord Road,
- to determine the scope of any existing restrictions,
- to determine how any restrictions may be removed and determine the process, time and cost needed for any removal,
- to determine whether there are any legal restrictions of use that may be affecting 1 Concord Road, which is the parcel containing the library's upper parking lot and the Freight Shed. (The Massachusetts Board of Library Commissioners considered 1 Concord Road a "library parcel" for the purposes of the expansion of the library building in 1988 and continues to so consider it.)

There may be other legal questions that arise during the research into these parcels, and we would expect the scope of this request for Special Counsel to allow those issues to be addressed as well.

We anticipate that hiring an attorney expert in real estate law, particularly one knowledgeable about arcane property restrictions, may be necessary. In fact, as the Town's own legal counsel could not opine with a high degree of certainty about legal restrictions on the use of this property, we believe such action to be prudent, necessary, and pressing. The Trustees do not have the resources to locate such an attorney or to determine the cost of engagement; we therefore request your assistance in this step and further request that the cost of Special Legal Counsel be paid by the Town.

The anticipated length of the engagement depends upon the complexity of the issues discovered. In any case, we believe the engagement should be open until the end of January 2017, when a possible application for a Massachusetts Public Library Construction Program grant is due, to ensure that future questions involving legal issues relating to restrictions on use may be answered.

This request for Special Legal Counsel is in the best interest of the Town of Wayland as the parcels in question are owned by the Town. A thorough understanding of any legal restrictions on use will be necessary to determine whether and how the current building may be further expanded, whether it may be put to another municipal use, and whether it may be put to a non-municipal use. This information ought to be determined during the course of the Library Planning and Design Study no matter what decision is made about whether and where to conduct a library expansion.

We also anticipate legal issues regarding the other two parcels under consideration for the Library Planning and Design Study and request that if Special Legal Counsel is hired, such Counsel engaged for the purposes listed above be allowed to assist in additional work related to the other two Town-owned parcels, 193/195/207 Main Street and 202 Old Connecticut Path, parcels, whose disposition is of great interest to the Town.

Thank you.

Aida Gennis, Chair,
Board of Library Trustees

From: aida gennis <wgs3155@gmail.com>
Sent: Tuesday, May 24, 2016 9:35 AM
To: Balmer, Nan
Cc: aida gennis; Knight, Ann; Mark Lanza; Karlson, Cherry
Subject: Fwd: WFPL - Library Planning & Design Study -request

Nan,
We are essentially asking for a second opinion.
We read Town Counsel's Opinion Letter, which involved much research and analysis. We do not read the Opinion as giving a definitive answer on restrictions on use originating from the acquisition of the parcels that comprise 5 Concord Road. If possible, before the selection of a final site to be studied for a possible building grant application is made, we request that a definitive answer be had. We do understand that a judicial opinion may be sought for this determination, but before going to court for such, finding a specialist in this area of law and seeking their opinion, we believe, will be prudent. We believe it is in the best interest of the Town and the Library to pursue this.
--Aida

Town Counsel Advice:
LIBRARY SP. COUNSEL

Balmer, Nan

Subject:

FW: WFPL - Library Planning & Design Study -request

From: Mark J. Lanza [<mailto:mjlanza@comcast.net>]

Sent: Thursday, May 26, 2016 12:08 AM

To: Balmer, Nan

Subject: RE: WFPL - Library Planning & Design Study -request

Nan –

My opinion letter gave clear a clear and definitive answer as to the restrictions on use of the Town Library site created by town meeting votes. In the letter, I also clearly explained the zoning requirements. My opinion as to the existence of a restriction created by deed or will was not unequivocal. The only way to determine the existence of such a restriction with certainty is through a judicial declaration. An opinion from another real estate law specialist will not give the Town certainty.

An opinion from a real estate law specialist who certifies title and issues title insurance for landowners would give the Town insurance coverage against claims that the Town is violating a deed restriction by selling or leasing the site for non-library purposes, if the title attorney concludes that no such deed restriction exists. If the title attorney opines that no such restriction exists, his/her services should be limited to an opinion letter and a commitment to issue title insurance. It would be premature to purchase title insurance unless the property were being sold or leased on a long term basis. If the title attorney determines that the restriction does exist, then the Town will need a judicial determination that the site may be used for nonlibrary purposes.

Please let me know if additional clarification is needed.

Thanks.

Mark

TOWN COUNSEL OPINION
1754
PROVIDED 3.30.16

MARK J. LANZA

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Sudbury, MA 01776

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Fax (978) 261-5034

March 30, 2016

VIA FIRST CLASS MAIL
AND ELECTRONIC MAIL

Aida A. Gennis, Chair
Board of Library Trustees
5 Concord Road
Wayland, MA 01778

RE: Town Library Site Use Restrictions

Dear Aida:

The Board of Library Trustees (the "Board") has sought my opinion as to the restrictions on the use, if any, on the parcel of land on which the Town Library is situated at 5 Concord Road, Wayland, Massachusetts (the "Site") and the procedure for removing any such restrictions. The Board has also sought my opinion as to whether the Town Library must be located on the Site. The Board's questions have arisen in the context of its review of alternate sites for a larger Town library.

FACTUAL BACKGROUND

The Site is comprised of four parcels of land which were acquired by the Town in 1899, 1923 and 1955. According to the Town Assessors Map, they contain, in the aggregate, a land area of approximately 56,626 square feet or 1.3 acres. However, the Assessors property record card indicates that the total area of the Site is 1.02 acres. The Site has 325.1 feet of frontage along Concord Road, which is a Town way. The Town's title to the parcels of land comprising the Site is derived from three deeds. One of the deeds is based on a will.

The Roby Deed

Warren Gould Roby died in 1897. In Article 5 of his Last Will and Testament, he said "I give to the Town of Wayland,

Massachusetts, one-half acre of my land on the east side of Concord Road and opposite the short road connecting the Sudbury Concord roads in the Town of Wayland, the same to be not nearer to my house than two hundred and twenty-five feet and the metes and bounds of which shall be fixed by my executors and a plan thereof recorded in the Middlesex South District Registry of Deeds. And to erect a building thereon for use as a public library, as near fireproof as possible, I give to the Town of Wayland the sum of twenty-eight thousand dollars." His wife, Cynthia C. Roby, was the Executrix of his estate. On September 4, 1899, she executed a deed to the Town of Wayland conveying a lot of land shown as "Library Lot ½ Acre" on a plan entitled "Plan of a Portion of the Warren G. Roby Estate as set off for the Wayland Public Library" dated June 29, 1899, prepared by W.A. Mason & Son Surveyors. The deed and plan were recorded with the Middlesex South Registry of Deeds on September 8, 1899, respectively, in Book 2764 Page 141 and Plan Book 119, Plan 7.

At the 1898 Annual Town Meeting held on March 28, 1898, the Town voted to accept the gift under the Will of Warren G. Roby the lot of land and \$28,000 "to be devoted to the erection of a building thereon to be used a Public Library".

The Hadley and Cutting Deed

On March 20, 1923, Amos I. Hadley and Alfred W. Cutting executed a deed conveying to the Town of Wayland, as a gift, two lots of land abutting the land donated by the Estate of Warren G. Roby. No purpose of the conveyance is stated in the deed. Nor is there any reference to plan or land area in the deed.

In the Report of the Library Trustees in the 1922 Annual Town Report, the Trustees reported that the land, comprising 16,000 square feet, would provide sufficient additional land to protect the library, with additional frontage of 80 feet on Concord Road. At the 1923 Annual Town Meeting held on March 5, 1923, the Town voted to accept the gift of "about 16,000 square feet of land adjoining the library lot on the north and east to enlarge to the lot and protect the property."

The Clifford Deed

On February 7, 1955, Mary A. Clifford, f/k/a Mary A. Brackett, conveyed to the Town of Wayland, for unspecified consideration of less than \$100, a lot of land containing about 7,380 square feet abutting the rear (easterly) side of the Site.

No purpose of the conveyance was stated in the deed. The Lot is shown as Lot A on a plan entitled "Plan of Land in Wayland Mass. of Land (sic) to be Acquired by the Wayland Public Library" dated January 24, 1955, prepared by Everett M. Brooks Co. Civil Engineers. The deed and plan are recorded with the Middlesex South Registry of Deeds, respectively, in Book 8412, Page 490, and Plan No 235 of 1955.

At the 1955 Annual Town Meeting held on March 9, 1955, the Town voted to accept the conveyance of Lot A from Mary A. Clifford, as a gift. The recorded deed and plan are referenced in the town meeting vote. Lot A is described in the vote as being "adjacent to the Wayland Library".

THE LAW

Most parcels of Town-owned land are subject to restrictions on use imposed by will, deed or other instruments, as well as town meeting votes. Additionally, the Town's Zoning By-Laws limit or restrict the use of Town-owned land to specified purposes. The creation, duration, modification and extinguishment of such restrictions are governed by the provisions of Massachusetts law relative to real estate, municipalities and zoning.

Deed Restrictions

Restrictions may be imposed on the use of land sold or donated to and accepted by a town by an agreement, covenant, deed, will, trust or other written instrument. Restrictions on the use of land are disfavored, and they "in general are to be construed against the grantor and in favor of freedom of alienation." Ward v. Prudential Ins. Co., 299 Mass. 559, 565 (1938). See Harrington v. Anderson, 316 Mass. 187, 189-190 (1944) (landowner seeking to enforce restriction has burden of proving restriction was intended to benefit his land); St. Botolph Club, Inc. v. Brookline Trust Co., 292 Mass. 430, 433 (1935) (party claiming benefit of restriction has burden of proving it is appurtenant to his land, and ambiguities are to be resolved in favor of freeing land from servitude). By enacting Massachusetts General Laws ("M.G.L.") Chapter 184, Sections 23, and 26-30, the Legislature has maintained this policy by limiting the duration of restrictions that are unlimited as to time to 30 years for post-1962 restrictions and 50 years for pre-1962 restrictions, and by establishing a procedure through which a landowner may remove or prevent the enforcement of obsolete, uncertain or unenforceable restrictions. However, the

limitations set forth in Sections 26-30 do not apply to, among other things, "gifts or devises for public...purposes." M.G.L. Chapter 184, Section 23.

After a gift or devise of land for a public purpose has been accepted by a town, the restrictions on the use of the land may not be changed without a judicial declaration that continued use of the land for the specified purpose has become impracticable. Such a determination may be sought by the Town, affirmatively, in an action filed by the Town, or defensively, in an action commenced by the Attorney General or 10 taxpayers to enforce the purposes of a gift or conveyance. In either case, the nature of the proceeding need not be adversarial, but the parties must present a case in controversy in which they respectfully disagree.

Town Meeting Vote

Municipal land can be held in the charge of a particular town board for a specific municipal purpose. In the absence of a restriction on use for a particular municipal purpose imposed by a deed or will or other instrument, such a restriction can be imposed by a vote of a town meeting. See Harris v. Town of Wayland, 392 Mass. 237, 240-242 (1984) (where the deed contained no restriction the use of the land a town meeting vote authorizing the purchase of a parcel of undeveloped land "on behalf of the Town for school purposes," although unaccompanied by a separate vote placing the property in the charge of the town's school committee, was sufficient, when coupled with the attendant circumstances, to indicate that the town intended to place the property in the control of the school committee). When the deed and town meeting vote do not specify a particular municipal purpose, the land "shall be under the control of the Selectmen." M.G.L. Chapter 40, Section 3.

Once municipal land has been placed in the custody of a particular town board for a specific municipal purpose or is under the control of the Board of Selectmen for general municipal purposes, the use of the land cannot be changed by a transfer to another municipal board unless a town meeting, by a two-thirds vote, authorizes the change of use and transfer. M.G.L. Chapter 40, Section 15A. Before the transfer and change of use of the land can be consummated, the custodial board must vote to determine that it is no longer needed for the purpose for which it was acquired. Id. Such a determination can occur before or after the town meeting vote. Harris at 392 Mass. 244, n. 11 (citation omitted). The town meeting vote to change the

use and transfer custody of municipal land will not be valid if it is in violation of any term or condition of the Town's title to the land. M.G.L. Chapter 40, Section 15A.

Zoning By-Laws

The Town's Zoning By-Laws regulate land and structures by imposing limits and restrictions on their uses, dimensions and land-structure relations. The Site is located in a single-family residential zoning district and within the overlay of the Aquifer Protection District ("APD"). The southeasterly portion of the Site is located within the overlay of the Floodplain District. According to the most recent Federal Emergency Management Agency flood maps, the Site is not located within the overlay of the Federal Flood Plain Protection District.

In all zoning districts, the use of land for municipal purposes is allowed as a matter of right. In single-family residential districts, libraries are permitted, subject to limited site plan review by the Building Commissioner.

In the single-residence zoning district in which the Site is located, buildable lots must have a minimum area of 30,000 square feet, minimum street frontage of 150 feet and minimum lot width of 75 feet between the front lot line and building. The height of buildings in such districts cannot exceed the lesser of 35 feet or 2 ½ stories, excluding, among other things, chimneys. Main buildings on such lots must be set back at least 30 feet from the street sideline, 55 feet from the centerline of the street, 20 feet from the lot's side lines and 30 feet from the rear lot line. The maximum area of the lot that may be covered by buildings and structures is 20% of the land area.

In the APD, any use allowed in the underlying zoning district is permitted. Any use that renders impervious more than 15% of the lot or 2,500 square feet, whichever is greater, requires site plan approval by the Planning Board. For purposes of the APD, "impervious surface" means "[m]aterial placed by man, including buildings, that prevents the penetration of surface water into the soil."

In the Floodplain District, any use allowed under the Zoning By-Laws is permitted. No filling, excavating or transferring of any material that will reduce the natural floodwater storage capacity or interfere with the natural flow or recession of any floodwater shall be done in the Floodplain District, and no structure shall be erected or placed in the

Floodplain District unless the Zoning Board of Appeals ("ZBA") issues a special permit for such activities or structure.

DISCUSSION

Custody of the Site and Building

The Board of Library Trustees has custody of the Site and Library Building. Although there is no express town meeting vote placing the Site and building in the custody of the Board, the town meeting votes authorizing the acceptance of the parcels of land from Mr. Roby's Estate, Messrs. Hadley and Cutting and Ms. Clifford, are sufficient, when coupled with the attendant circumstances, to indicate that the town intended to place the land and building in the control of the Board. The Annual Town Meeting vote in 1898 to accept from Mr. Roby's Estate the lot of land and \$28,000 "to be devoted to the erection of a building thereon to be used a Public Library", the 1923 Annual Town Meeting vote to accept the gift of "about 16,000 square feet of land adjoining the library lot on the north and east to enlarge to the lot and protect the property" and the 1955 Annual Town Meeting vote to accept the conveyance of Lot A from Ms. Clifford "adjacent to the Wayland Library" referencing a recorded plan entitled "Plan of Land in Wayland Mass. of Land (sic) to be Acquired by the Wayland Public Library", collectively, show that the town accepted all 4 parcels of land and the funds for the building for town library purposes. Under M.G.L. Chapter 78, Section 11, a municipal board of library trustees "shall have the custody and management of the library and reading room and of all property owned by the town relating thereto."

In the event that a new town library is constructed in a different location than the Site and the Board determines that the Site is no longer needed for town library purposes, by a two-thirds vote, a town meeting may authorize the transfer of the Site to another town board for another municipal purpose, including the lease or sale of the Site, provided that the change of use does not violate a term or condition of the town's title to the land.

Deed Restrictions

The deed from Ms. Roby to the Town does not expressly state that the land was conveyed for library purposes nor does its contain clause effectuating reversion of the land Mr. Roby's heirs if the land is used for another purpose. Even his will does not expressly state that the land shall be used by the Town

for library purposes. However, by specifying that the \$28,000 bequest must be used to construct a public library on the land, he clearly intended that the land was being devised for town library purposes. Ms. Roby's reference in the deed to the recorded plan which includes in its title land "as set off for the Wayland Public Library" is also clear evidence of Mr. Roby's intent.

As discussed above, restrictions on the use of land are disfavored as a matter of law and legislative policy. If, after analysis of the terms of the instrument and the surrounding circumstances, there remains ambiguity as to whether a deed restriction benefits a party's land, that ambiguity is to be resolved in favor of freeing the land from restriction. Lovell v. Columbian Nat'l Life Ins. Co., 294 Mass. 473 , 477 (1936). Deed restrictions on the use of town-owned land must be expressly stated and recorded at the registry of deeds. In a relatively recent case, where a town voted at its annual town meeting to accept for conservation purposes a deed to a certain parcel of land which it owned, the vote evidenced the town's intent to impose a conservation restriction on the land, but where the town took no further action after the vote and no instrument creating a conservation restriction on the land was ever recorded with the registry of deeds, the town continued to hold the parcel for general municipal purposes. Board of Selectmen of Hanson v. Lindsay, 444 Mass. 502 (2005).

Similarly, neither the deed from Messrs. Hadley and Cutting nor the deed from Ms. Clifford expressly state that the parcels of land were conveyed for library purposes and do not contain any reversionary clauses. The donors' intent can be determined by reviewing the annual town meeting votes and the recorded plan for the Clifford parcel.

Notwithstanding the legal requirement for a clear restriction on the use of land in a recorded instrument of conveyance, I cannot opine with a high degree of certainty that the Site is not subject to a perpetual restriction imposed in a gift or devise for a public purpose, especially as to the land donation from Mr. Roby's estate. In the event that the Town decides to change the use of Site, it is advisable to seek and obtain a judicial declaration as to the existence of the restriction and, if necessary, that the continued use of the land for town library purposes has become impracticable.

Zoning Compliance

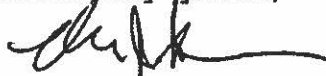
The Site may be used for town library purposes as a matter of right. Under the lot merger doctrine of zoning law, the four undersized lots comprising the Site have merged into a single lot. As such, the Site complies with the land area, street frontage and lot width requirements of the Zoning By-Laws. Additions to the existing library building are subject to limited site plan review by the Building Commissioner. Provided that the existing building and any addition to it complies with the land-structure dimensional requirements of the Zoning By-Laws and there is no construction of structures or alteration of flood storage capacity in the Floodplain Overlay District, no discretionary zoning relief from the ZBA will be required. If the project involves rendering more than 6,774 square feet of the Site (15% of 45,160 based on deeds and plans) impervious, site plan approval from the Planning Board will be required.

SUMMARY AND CONCLUSION

The Board has custody of the Site and library building. Before the Site is transferred to another Town board involving a change of use, a surplus declaration vote of the Board and a two-thirds town meeting vote will be required. Additionally, a judicial declaration as to the existence of a perpetual restriction on the use of the Site, and, if needed, that the continued use of the Site for town library purposes has become impracticable is advisable. Even if such a perpetual restriction exists and is not extinguished, a new town library can be constructed on another site. The use of the Site for Town library purposes is allowed as a matter of right under the Town's Zoning By-Laws. The Site complies with the dimensional requirements of the By-Laws. Depending on the dimensions of an addition and related activities or structures in the Floodplain Overlay District and the amount of impervious surface in the APD, discretionary zoning relief and site plan approval by the Planning Board may be required. Limited site plan approval from Building Commissioner will be required.

Please contact me if further clarification of these issues is needed.

Sincerely yours,



Mark J. Lanza
Town Counsel

6. SALE OF LAND

TO: BOARD OF SELECTMEN
FROM: NAN BALMER, TOWN ADMINISTRATOR
DATE: JUNE 6, 2016
RE: SALE OF TOWN LAND ON 4 AND 8 SYCAMORE ROAD

POTENTIAL BOARD ACTION:

VOTE TO AUTHORIZE NEXT STEPS TO SELL LAND OR CONSIDER SALE OF LAND AT 4 AND 8 SYCAMORE ROAD

BACKGROUND: On October 2, 2105, Michael and Karen Lowery offered \$20,714.28 to purchase .25 acres of town land which abuts their property at 10 Beech Road and is close to their property at 120 Lakeshore Drive. The Lowerys intend to reserve use of the parcels for a future septic system. The Lowerys are willing to accept conditions including: 1) Allow quiet public daytime foot access, 2) No structures or impervious surfaces, 3) Not to enable bedrooms, only leach field replacement of existing property, 4) No tree removal until necessary.

TOWN PROCESS:

- In May 2006, Town Meeting voted to authorize the Board of Selectmen to sell these properties. Sale of the property was considered in 2008 and 2012.
- In 2016, Town boards and departments provided comments regarding the sale of the property (attached).
- The Board has adopted guidelines for the consideration of a sale of land. (See attached)
- Next steps toward any potential sale of the land include:
 - Conduct an advertised public hearing with notice to abutters. The earliest date for a public hearing would be Wednesday, July 13, 2016. (Note – the Board has received public comment that would be entered into the record if a public hearing is called)
 - Appraisal of value of property is recommended / determine the purchasers' share of costs. (Appraisal is approximately \$1,000).
 - Declare property surplus
 - Set any conditions for sale of property (For example: "Land can be added to owner's property but cannot be used to create an additional dwelling unit")
 - If property is valued at \$35,000 or more, conduct a public bidding process
 - If property is valued at under \$35,000, negotiate with the Lowerys or conduct a public bidding process

ATTACHED:

1. Department comments,
2. Public Health Director: Shared septic feasibility information,
3. Lowerys' Offer to Purchase of 10/2/15 and Public Comment of 5/16/16,
4. Board's Process and Guidelines for Disposal of Land,
5. Map of parcels showing water easement.

cc: Conservation Commissioner, Building Commissioner, Health Director, Public Works Director, Town Counsel

DEPARTMENT AND BOARD RESPONSES AND IMPACT OF SALE

Conservation Commission	<ul style="list-style-type: none"> • Last drainage study done in Dudley Pond area in 1960s. • Town is obligated to evaluate drainage and stormwater in this area with a new MS4 Permit for Phase II NPDES (National Pollutions Discharge Elimination System) Stormwater permit, required by September, 2017, related to drainage and discharges to water bodies. Past Conservation Commissions noted that small parcels should be retained for drainage improvements. • Public comment on Open Space and Recreation Plan, currently underway, showed community interest in small neighborhood parks, particularly in densely populated areas such as Dudley Pond, which lack such open space.
Building Commissioner	<ul style="list-style-type: none"> • Each vacant lot has less than 20,000 square feet, the current Town zoning requirement for building. Therefore, a zoning permit or zoning relief is likely to be required in order to be improved with building(s) and or structure(s). • Appears that customary accessory use (building or structure improvements), would be allowed, though may be limited to serving existing developed residential adjacent lots. • As always, it is recommended that any potential buyer of a property conduct their own diligent research of the public record at hand and Town zoning, as well as seek professional advice.
Public Health Department	<ul style="list-style-type: none"> • Land could be retained / utilized as a potential resource for future resolution of failing septic systems; there are 7 homes identified in the vicinity of these parcels that have not upgraded their septic systems to current Title 5 Regulation standards. • A Soil Evaluator and Professional Engineer / Registered Sanitarian would need to be hired by the owner to begin process of soil testing / percolation testing to determine septic system feasibility on these lots. This would include BoH involvement. • These parcels are located in a Nitrogen Sensitive area (Zone II) as outlined/defined by the State Title 5 Regulations and require 10,000 square feet of land area per bedroom; two lots combined are 10,890 square feet. Nitrogen reducing technology could be considered by BoH for septic repairs. • New construction must meet Town BoH Regulations and State Environmental Code. • Offsets to water lines must be provided as required by State Title 5 Regulations, 10 feet or more. • Public Health Director: Shared septic feasibility information. (See attached)
Public Works Department	<p>Water main easement must be maintained with DPW access. The attached map shows roughly where the water main and services are located. (No accurate map of the area due to the age of the subdivision.) Conditions of sale include:</p> <ul style="list-style-type: none"> ○ Survey the area to determine where a deeded easement for access would be located. Needs at least 10 feet on either side of the pipe to repair the water main if it ever ruptured. The easement would look similar to the drawing. ○ Each property with a water service connection off the water main would also need a deeded easement for the repair of their water service lines if they ever had a leak. ○ The abandoned water service for upper lot (46B-047) would need to be cut and capped (by the new property owner) at the water main prior to a septic system being installed. This can be worked out with whoever is installing the septic system at a later time. No problem with a septic line crossing water main, it is quite common for utilities to cross paths. We would require the septic pipe to be sleeved 10' on each side of the water main. The septic system would also have to be as far away from the water main as possible.
Town Counsel	<p>Land not zoned as building lot under Town bylaws. Therefore, land value is expected to be comparable to non-building lot parcels.</p>

Balmer, Nan

Subject: FW: Feasibility of small shared leaching field on town owned properties 4, 8 Sycamore
Attachments: IA Nitrogen reducing technologies.pdf

From: Junghanns, Julia
Sent: Thursday, June 02, 2016 2:24 PM
To: MacCaughey, Darren; Alias, SWQC
Cc: Karen Lowery; Tom Klem
Subject: FW: Feasibility of small shared leaching field on town owned properties 4, 8 Sycamore

Hi Mike,

Darren and I have done some work on this based on your assumptions and we have the following information to provide:

Please note that we have not witnessed soil testing or percolation testing on these parcels, therefore this is purely hypothetical. Any potential future septic system considered for these parcels would need soil testing by a Soil Evaluator working with a Professional Engineer/Registered Sanitarian, engineered plans and BoH involvement/approval.

Assumptions: Using the best loading rate of .74 (assuming soils and gravels with a less than 2mpi perc rate)
Usable land area for a leaching area 6,500 sf as outlined in your email

- As per Town BoH Regulations this sized land area could possibly support up to 29 bedrooms with 6,466 sf of leaching area. $29(165\text{gpd})=4,785/.74=6,466$ sf of leaching area.
- As per State Regulations this sized land area could possibly support up to 43 bedrooms with 6,391 sf of leaching area.
 $43(110\text{gpd})=4,730/.74=6,391$ sf of leaching area.

These parcels are located in a Zone II (nitrogen sensitive area) as outlined/defined by State Title 5 Regulations. As you know there are strict regulations for Zone II's; 10,000 sf of land area per bedroom. Zone II implications are not considered in the above 2 bullet points and for a potential repair situation or shared/community system would have to be looked at closely by a PE/RS along with BoH staff and then vetted with BoH.

Offsets that could affect leaching area square footage/septic design: offset to any waterline 10 feet or more required as per State Title 5 Regulations, and must be outside of any waterline easement or any other easements. Tank locations and piping could also take away available land area for leaching area. Any other possible offsets (as outlined in Title 5 Regs 15.211) that could affect septic location including foundations of abutting properties, irrigation/drinking wells, storm water/catch basins.

Shared "community" systems require BoH approval, outlined in Title 5.

As you mentioned there are State approved Nitrogen Reducing technologies that could be considered however that would require PE/RS detailed analysis/consultation and BoH approval. Some technologies we are aware of are listed in the attached pdf.

I hope this information is helpful. Please let me know if you have questions!

OFFER TO PURCHASE
LAND: LOWERY

October 2, 2015

Michael & Karen Lowery
120 Lakeshore Drive
Wayland, MA 01778

Ms. Nan Balmer
Town Administrator
Town of Wayland
41 Cochituate Road
Wayland, MA 01778

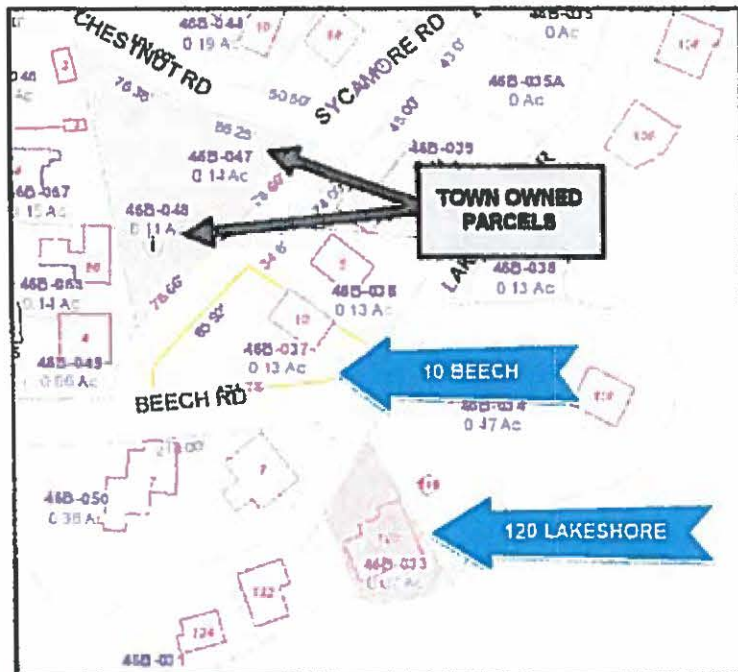
Re: Offer to purchase Town-Owned Land in Dudley Pond area

Dear Ms. Balmer:

On September 28, 2008 we received a letter from then Town Administrator Turkington noting that we were abutters to 4 and 8 Sycamore Road (Parcels 46B-048 and 46B047), owned by the Town. The letter stated that the appraised value of these parcels was \$16,800 and \$21,300. The letter stated that direct negotiation for parcels valued at under \$25,000 was allowed by state law and asked if we would like to acquire the parcels.

At that time we were not in a position to purchase the parcels.

Sometime later we offered \$20,000 for the parcels, but that was insufficiently attractive to the Town, and nine years later the Town still owns the parcels and has not collected tax on them.



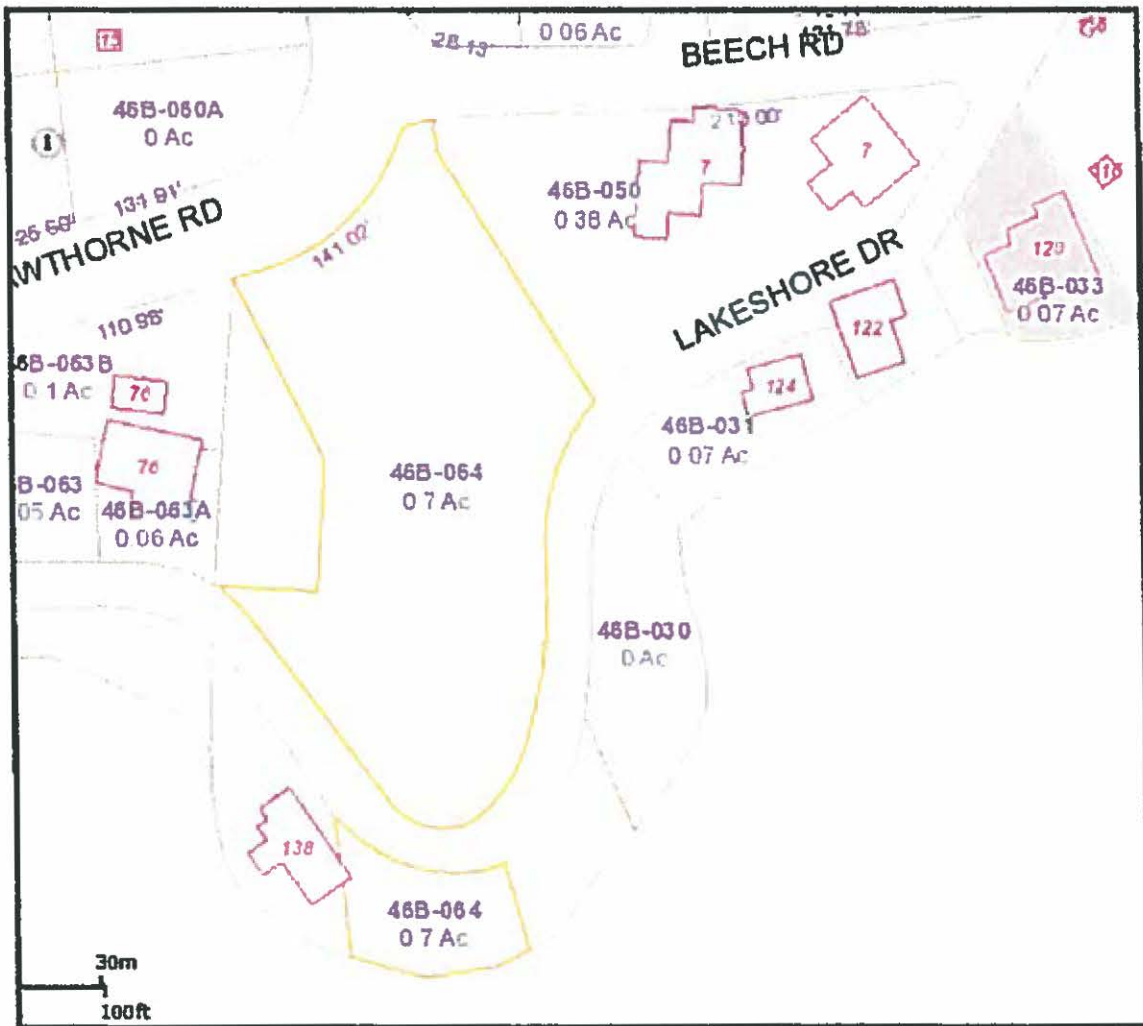
We again seek to acquire these parcels. We understand that they are not buildable themselves, nor could they be combined with our land at 10 Beech to create a single 20,000 sq. ft. lot.

The septic systems on our properties at 10 Beech and 120 Lakeshore are both now more than 25 years old – the normal lifetime of a septic system. While both are well maintained, we are concerned that should they fail, there would be no suitable space on either lot for a new leaching field. Thus our purpose is to own a potential reserve septic area.

There are two other septic system along Lakeshore which currently pump up and away from the pond to leach on the north side of Lakeshore Drive.

The two parcels we wish to acquire are 0.11 and 0.14 acres – 0.25 acres in total.

Comparable Land: On January 26th, 2009 the town sold the 0.7 acre parcel 46B-064 to our neighbors the Amanda and Michael Nugent for \$58,000. The town appraises the 0.7 acres of 46B-064 at \$33,000. This conveyed waterfront to the Nugents and abuts their land at 46B-050.



The price per acre for the sale to the Nugents is shown on the property card as \$58,000 so / 0.7 acres = \$82,857.14 per acre. Parcel 46B-064 is desirable land, with significant road frontage, and water front. Combined with the land they own, this purchase could create a 20,000 sq. ft. parcel, simplifying future changes to their home.

Nevertheless, we are willing to pay this price per acre for the two parcels we seek to acquire. At this price the two parcels should be worth $\$82,857.14/\text{acre} \times 0.25 \text{ acres} = \$20,714.28$.

Assuming 46B-048 & 46B-047 go on the tax rolls at the same rate as 46B-064, the annual tax value to the town would be:

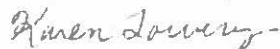
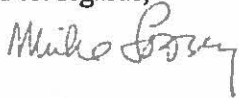
- 46B-064 Valuation = \$33,000 for 0.7 acres (Rate = \$47142.85/acre)
- 46B-048 & 46B-047 Valuation = 0.25 acres x \$47142.85 = \$11,785.71
- Annual taxes = Valuation \$11,785.71 * tax rate \$18.39/\$1000 = \$216.74 annually

We believe now, as we believed when we made our prior offer, that this is a fair price for these parcels and has now established by the town's sale of more desirable nearby land at \$82,857/acre.

Can we make an appointment with you after October 28th to discuss this? We can conclude this transaction immediately.

Thank you for your consideration.

Best regards,



Mike & Karen Lowery
120 Lakeshore Drive
508-397-8828, 508-397-4424

To: Board of Selectmen
From: Michael & Karen Lowery
Date: 5/16/2016

Re: PUBLIC COMMENT: Purchase of 4 & 8 Sycamore parcels

1. Placing land in Conservation and 'community septic' are mutually exclusive, as we learned studying Dudley Woods.
2. Per our Health Director, the combined lot size of these parcels is sufficient for a single bedroom of new construction because the parcels are in a DEP 'Nitrogen Sensitive Area'. (A second bedroom might be allowed as a repair or if the system were an Innovative/Alternative type).
3. We share our neighbors goals of protecting the pond and natural habitat. Thus we are willing to accept conditions including:
 - a) Allow quiet, public daytime foot access
 - b) No structures or impervious surfaces
 - c) Not to enable bedrooms - only leach field replacement of existing property.
 - d) No tree removal until necessary, and then only minimum feasible to create a leaching field.

DISPOSITION OF TOWN-OWNED LAND

Town-owned land under the jurisdiction of the Board of Selectmen may be considered for disposition or lease including, but not limited to, when it is no longer needed by the town, and/or when there is a request from an abutter or other interested resident or party to purchase the land. However, nothing requires the Board to take such action.

PROCESS FOR DISPOSAL

1. The Board of Selectmen's office will maintain an up-to-date inventory, including a map and pictures, of Town-owned land under the Board's jurisdiction. Disposition of such land may be initiated by the board having jurisdiction, care, custody and control or by written request of an abutter or other interested resident or party.
2. Town boards will be asked in writing to indicate their interest in, need of, or use for the parcel(s) of land being considered for disposal. The Town may choose to request in writing an opinion as to the impact of the sale from the Planning Board, Conservation Commission, Board of Health, Town Surveyor, Assessors, and/or Building Commissioner.
3. Two weeks prior legal notice will be given in accordance with Town Bylaw Section 6-2 and a public hearing will be held on the matter of the disposition of the Town-owned land. Legal notice will also be posted in the Wayland Town Building, in the Wayland Public Library, and on the Wayland website. The Town shall mail written notification to abutters of land under consideration for disposal, including a location map where practicable, and to others who might have an interest in such land. Abutters shall be considered as any landowner within 300 feet of any edge of the property.
4. The Board shall obtain a written appraisal when appropriate or required by law, such as when land has more than a nominal value or is being sold for more than a nominal value.
5. Legal review of title documents (i.e., deeds, plans, tax taking documents, etc.), bids (i.e., sealed bids or proposals submitted pursuant to a formal invitation to bid or request for proposals), purchase and sale agreements, easements, and a majority vote of the Board of Selectmen to insert a land disposition article in the Town Meeting warrant, and a two-thirds Town Meeting vote, shall be required before any such disposition of Town-owned land is consummated.
6. The Town may choose to have the purchaser pay the costs incurred by the Town (i.e., appraisals, legal review, etc.).
7. All land will be sold as is and the buyer is responsible for compliance with all applicable laws, regulations, and statutes.
8. The Board may impose restrictions of the use of the land so disposed of.

**CRITERIA FOR
DISPOSAL OF
LAND**

GUIDELINES FOR DISPOSAL

1. The land is not needed or anticipated to be needed for any Town or public purpose (e.g., conservation, housing, park or recreation, waste water treatment, road, school, etc.). The Town retains the right to keep or require easements for the public good.
2. The land is not being maintained by the Town.
3. The land may serve a useful or public purpose for one or more town residents, such as:
 - Septic or other public health or safety purpose
 - Strategic purpose such as an exchange for land that is more beneficial to the Town or allowing a Town project to go forward
 - Financial purpose such as for maximizing sale proceeds to the Town
 - Zoning compliance purposes, such as reducing non-conformity of a property
 - Individual resident's purpose
4. Sale of the land will generally not
 - Make possible the subdivision of an enlarged parcel by combining the Town-owned land with abutting land
 - [Make possible demolition of an existing residence and its replacement with a residence that is substantially larger in scale than others in the vicinity]
 - Adversely impact abutters to the parcel to an unreasonable extent (e.g., the Board will balance the concerns of abutters with the general benefits to the Town.)
5. The purchaser or transferee of such Town-owned land shall be current with all taxes and municipal charges, if any, owned to the Town of Wayland.

Approved February 9, 2004; revised and restated on October 13, 2010



46B-047 and 46B-048 Sycamore Rc

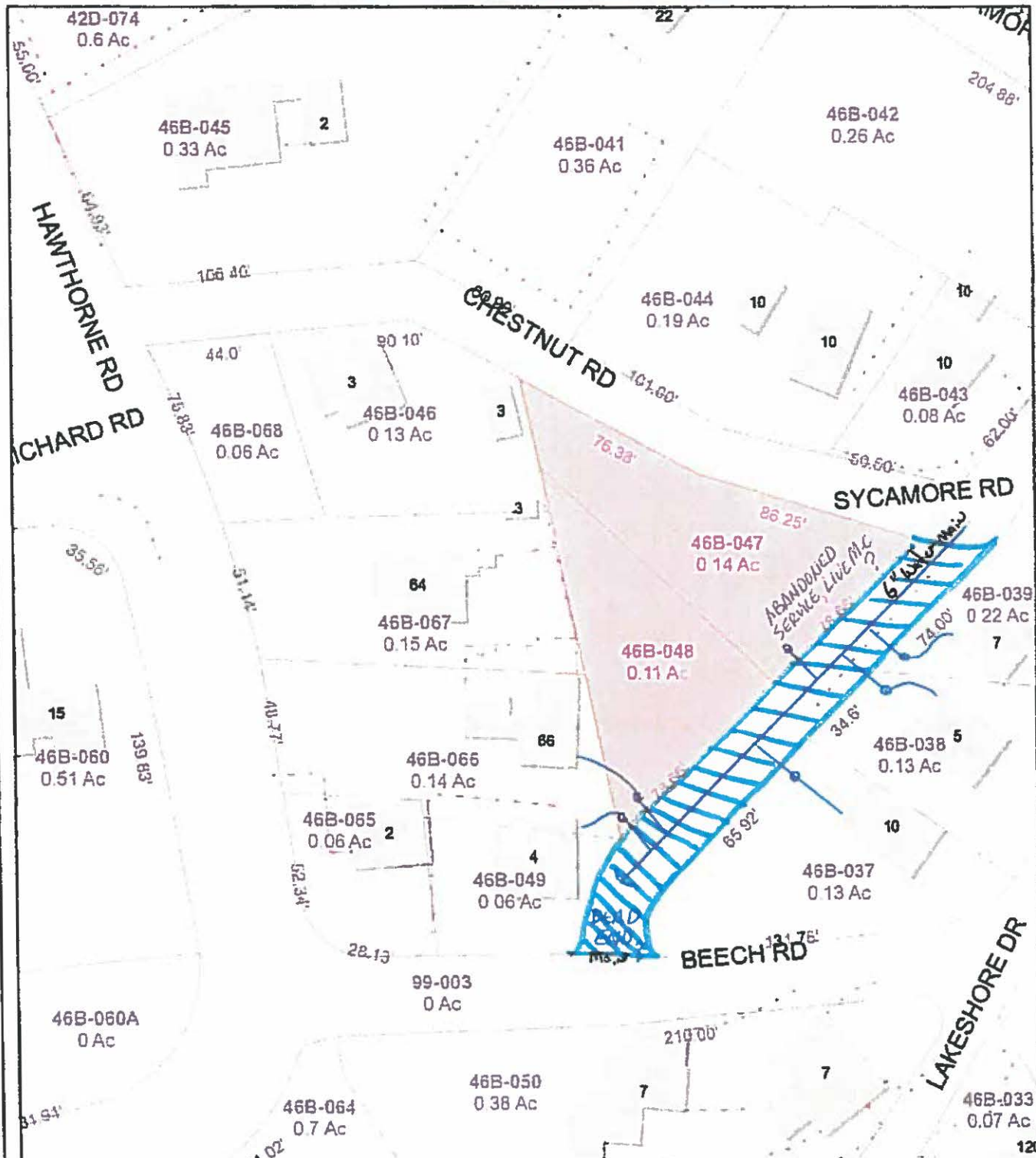


Wayland, MA

1 inch = 47 Feet

March 14, 2016

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



Roadway was never completed, but water main was installed. Horse services were/are connected.

NOTE: NOT TO SCALE



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

(7) PROJECT
UPDATE

Kenneth Keefe
PUBLIC BUILDINGS DIRECTOR
TEL. (508) 358-3786
www.wayland.ma.us

BOARD OF SELECTMEN
LEA ANDERSON
MARY M. ANTES
CHERRY C. KARLSON
LOUIS M. JURIST
JOSPEH F. NOLAN

DATE: June 3, 2016
TO: Nan Balmer, Town Administrator
FROM: Kenneth "Ben" Keefe, Public Buildings Director
RE: Public Buildings Director Update

REQUESTED ACTION:

Update, no action required.

BACKGROUND:

Attached is a listing of all projects approved at Annual Town Meetings and their respective current funding status. Projects not on the list that I am working on include the Library Grant Application and Stone's Bridge Renovations.

Negotiations have been completed for future purchasing of electricity and natural gas. Due to market conditions and decreases in peak demand numbers very favorable rates were locked for the next 3 years. Though "apple to apple" comparisons should not be made because of the difference in handling capacity charges, electricity pricing decreases by approximately 2 % and gas pricing by more than 30%.

TOWN OF WAYLAND										
FACILITIES DEPARTMENT										
CAPITAL PROJECT ACTIVITY REPORT										
PROJECT #	PROJECT	DEPARTMENT	YEAR APPROPRIATED	ORIGINAL APPROPRIATION	AUTHORIZED BORROW	BONDS ISSUED	ALTERNATE FUNDING	TO DATE EXPENDITURES	AVAILABLE FUNDS	
40192103	TOWN BUILDING REPAIRS	FACILITIES	??						\$ 11,296	
40192703	TOWN BUILDING REPAIRS ATM 2014	FACILITIES	ATM2014	\$ 70,000		\$ 70,000		\$ 9,989	\$ 60,012	
40193300	TOWN BUILDING PAINTING & REPAIRS	FACILITIES	ATM2015	\$ 60,000		B \$ 60,000		\$ 5,240	\$ 54,760	
40193003	STATION 2 REPAIR ATM 2014	FACILITIES	ATM2014	\$ 40,000		\$ 40,000		\$ 6,280	\$ 33,720	
40227103	STATION 2 REPAIR	FACILITIES	2009						\$ 4,284	
40192203	FY 13 BUILDING REPAIRS(1901,1902,1903)	FACILITIES	ATM2014						\$ 53,709	
40193600	FS#2 SEPTIC & PAVING	FACILITIES	ATM2015	\$ 35,000		B 35000			\$ 35,000	
40193103	ENERGY UPGRADES ATM 2014	FACILITIES	ATM2015	\$ 2,822,826	\$ 2,893,920	\$ 2,507,096	\$ 250,000	G \$ 2,735,573	\$ 21,523	
40424205	NEW DPW BUILDING STM 2013	FACILITIES	STM2013	\$ 12,700,000	\$ 12,124,816	\$ 11,000,000	\$ 575,184	RERF	\$ 1,300,752	
40193400	PSB SEWAGE PUMP TANK	FACILITIES	ATM2015	\$ 50,000		B \$ 50,000			\$ 50,000	
40193500	LIBRARY OIL TANK	FACILITIES	ATM2015	\$ 25,000		B \$ 25,000			\$ 25,000	
40193700	MOTOR POOL VEHICLES	FACILITIES	ATM2015	\$ 75,000			\$ 75,000	C \$ 74,487	\$ 513	
	TRANSFER STATION BUILDING IMPROVEMENTS	FACILITIES	ATM2016	\$ 48,000		TST				
	DEMOLITION OF OLD DPW BUILDING	FACILITIES	ATM2016	\$ 330,000		OF				
	CONSERVATION SHED UPGRADE	CONSERVATION	ATM2016	\$ 30,000		FC				
	GATEHOUSE ROOF REPLACEMENT									
3705	HIGH SCH RENOVATIONS/PLANNING	SCHOOL							\$ 74,000	
3710	CLAYPIT DOORS / WINDOWS ATM 2014	SCHOOL	ATM2014	\$ 1,110,000	\$ 1,110,000	B \$ 100,000	\$ 23,835	G \$ 117,913		
							\$ 533,069	G		
3781	CLAYPIT HILL DOORS/WINDOWS	SCHOOL	ATM2015	\$ 690,000			\$ 690,000	SBP	\$ 1,682,087	
3711	HAPPY HOLLOW ART ROOM ATM 2014	SCHOOL	ATM2014	\$ 20,000	NED	\$ 20,000			\$ 20,000	
3754	FY14 BUILDING REPAIRS SP TM 2013	SCHOOL	ATM2013	\$ 205,000					\$ 80,163	
3784	HAPPY HOLLOW ART ROOM,CAFÉ,ADJ SPACES	SCHOOL	ATM2015	\$ 195,000	\$ 195,000	B \$ 195,000			\$ 195,000	
3714	MIDDLE SCHOOL WINDOWS ATM 2014	SCHOOL	ATM2014	\$ 250,000	FC		\$ 250,000	FC	\$ 250,000	
3792	MIDDLE SCHOOL WINDOW REPLACEMENT	SCHOOL	ATM2015	\$ 250,000	\$ 225,138	B \$ 225,138	\$ 24,862	SBP	\$ 24,862	
3715	MIDDLE SCHOOL AIR COND ATM 2014	SCHOOL	ATM2014	\$ 70,000	NED	\$ 70,000			\$ 70,000	
3717	LOKER KITCHEN ATM 2014	SCHOOL	ATM2014	\$ 211,400	NED	\$ 211,000		\$ 19,771	\$ 191,229	
3782	CLAYPIT HILL FURNITURE REPLACEMENT	SCHOOL	ATM2015	\$ 35,000			\$ 35,000	FC	\$ 31,845	\$ 3,155
3786	HAPPY HOLLOW FURNITURE REPLACEMENT	SCHOOL	ATM2015	\$ 35,000			\$ 35,000	FC	\$ 32,890	\$ 2,110
3790	LOKER FURNITURE REPLACEMENT	SCHOOL	ATM2015	\$ 35,000		B	\$ 35,000	FC	\$ 34,729	\$ 271
3793	MIDDLE SCHOOL FURNITURE REPLACEMENT	SCHOOL	ATM2015	\$ 25,000			\$ 25,000	FC	\$ 25,000	\$ -
3780	LOKER TELEPHONE SYSTEM	SCHOOL	ATM2015	\$ 39,000			\$ 39,000	C	\$ 38,710	\$ 290
3783	HAPPY HOLLOW FLOOR TILE REPLACEMENT	SCHOOL	ATM2015	\$ 62,100	\$ 62,100	B \$ 62,100		\$ 30,734	\$ 31,366	
3785	HAPPY HOLLOW PAVING/TOPCOAT	SCHOOL	ATM2015	\$ 52,000	\$ 52,000	B \$ 52,000			\$ 52,000	
3789	LOKER FLOOR TILE REPLACEMENT	SCHOOL	ATM2015	\$ 110,000	\$ 38,680	B \$ 38,680	\$ 71,320	SBP	\$ 3,026	\$ 106,974
3791	LOKER NETWORK UPGRADE	SCHOOL	ATM2015	\$ 120,000	\$ 120,000	B \$ 120,000		\$ 116,613	\$ 3,387	
	HAPPY HOLLOW PHONE UPGRADE	SCHOOL	ATM2016	\$ 50,000		FC				
	CLAYPIT FURNITURE	SCHOOL	ATM2016	\$ 25,000		FC				
	HAPPY HOLLOW FURNITURE	SCHOOL	ATM2016	\$ 25,000		FC				
	LOKER FURNITURE	SCHOOL	ATM2016	\$ 35,000		FC				
	FOOD SERVICE EQUIPMENT	SCHOOL	ATM2016	\$ 60,000		FC				
	CUSTODIAL EQUIPMENT	SCHOOL	ATM2016	\$ 50,000		CC				
	HAPPY HOLLOW FLOOR TILE	SCHOOL	ATM2016	\$ 65,000		CC				
	LOKER FLOOR TILE	SCHOOL	ATM2016	\$ 65,000		FC				
	LOKER WINDOW AND DOORS	SCHOOL	ATM2016	\$ 1,900,000		B				

B BONDS
 C CASH
 G GRANT
 FC FREE CASH
 SBP SURPLUS BOND PROCEEDS
 RERF REAL ESTATE RESERVE FUND
 TST TRANSFER STATION REVOLVING FUND
 NED Non Exempt Debt

(8) ENERGY COMMITTEE
(1) REQUEST: SOLAR
TAX AGREEMENT

MEET WITH ENERGY COMMITTEE:

1. VOTE TO APPROVE SOLAR TAX AGREEMENT

The 2015 ATM authorized the Board of Selectmen, pursuant to the provisions of Massachusetts General Laws Chapter 59, Section 38H, to enter into a tax agreement with Ameresco to set the amount of annual property taxes associated with the solar photovoltaic power generation systems to be installed and operated on canopies located at the Wayland Middle School, Wayland High School, the Wayland Town Building, and on the new Department of Public Works facility roof. The Director of Assessing and Town Counsel, with support from the Energy Initiatives Advisory Committee, have negotiated the agreement, and recommend that the Board of Selectmen authorize its execution by the Town Administrator.

NOTE ATTACHMENTS:

(1) ATM AUTHORIZATION

(2) BASIS FOR TAX CALCULATION

ARTICLE 14: IMPLEMENT SOLAR ENERGY: POWER PURCHASE AND LICENSE OR LEASE AGREEMENT AND AUTHORIZATION FOR STRUCTURED TAX PAYMENT

Proposed by: Board of Selectmen and Energy Initiatives Advisory Committee

To determine whether the Town will vote to:

- a.) authorize the Board of Selectmen, with the approval of Town Council as to form, to enter into and execute an agreement for the purchase of solar energy or net metering credits generated by solar photovoltaic power generation systems to be installed and operated on canopies located in parking lots at the Wayland High School, the Wayland Middle School, and the Wayland Town Building at 41 Cochituate Road, Wayland, Massachusetts, and on the roof of the new Department of Public Works facility at 66 River Road, for a term of twenty (20) years; and
- b.) authorize the Board of Selectmen, the School Committee, and the Board of Public Works, as the case may be, with the approval of Town Council as to form, to transfer the care, custody, management and control of said areas of land and buildings to the Board of Selectmen for the purpose of leasing, as lessor, or licensing said areas of land and buildings for a term of not more than twenty (20) years for the installation and operation of said systems thereon; and
- c.) authorize the Board of Selectmen, with approval of Town Council as to form, to lease, as lessor, or license said areas of land and buildings for a term of not more than twenty (20) years for said purposes; and
- d.) authorize the Board of Selectmen, pursuant to the provisions of Massachusetts General Laws Chapter 59, Section 38H, with the approval of Town Council as to form, to enter into and execute a structured tax or payment in lieu of tax (PILOT) agreement in connection with the solar photovoltaic power generation systems to be installed and operated on canopies located in parking lots at the Wayland Middle School, Wayland High School, the Wayland Town Building, and on the new Department of Public Works facility roof located at 66 River Road upon such terms and conditions, as the Board of Selectmen shall deem to be in the best interest of the Town.

FINANCE COMMITTEE COMMENTS: With passage of this article, the Town will: 1) support its designation as a Green Community and its commitment to reduce town energy use and increase use of renewable energy, 2) enhance resiliency capabilities by providing solar back up to our Middle School shelter leveraging state grant funds and 3) save money through reduced electricity costs and property tax payments from Ameresco.

The article empowers the Town to sign a power purchase agreement (PPA) with an affiliate of Ameresco, Inc. (Ameresco) and to license or lease the roof of the new Department of Public Works Building and portions of the parking lots at the Middle School, High School, and the Town Building, or other Town properties as approved by the Board of Selectmen, for the construction and operation of solar photovoltaic systems at such sites and for the Town to purchase all of the electricity generated by such systems, for a term of 20 years. The article also empowers the Town to enter into a structured tax agreement with Ameresco to set the amount of annual property taxes associated with these solar systems to be paid to the Town for the same term.

As part of its 2010 designation as a "Green Community" the Town is undertaking efforts to reduce its energy consumption by 20%. In June 2014, the Town entered into a letter of intent with Ameresco, Inc., a private developer, to evaluate and propose solar systems on Town lands and facilities. Ameresco proposes to develop solar facilities on four sites listed above.

The power purchase agreement (PPA) is the agreement under which Ameresco will design, permit, finance, install, and operate four solar electric power systems on Town properties at no cost to the

Town. Ameresco will sell the electricity generated to the Town at a negotiated price. The Town will send the solar electricity to the utility (Eversource Energy, formerly known as NStar) and receive credits in dollars from the utility. The state's net metering credit incentive program allows the Town to send electricity generated by the solar systems to the grid and receive credits that the Town can use to reduce its regular electric utility bills. The Town will assign the credits to specific Town utility meters to reduce the Town's payments to Eversource for electricity. The Town expects to save money on its net electricity costs, as the Eversource credits are expected to be higher than the cost of buying the electricity from Ameresco.

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

The town expects financial benefits from the project in two ways: 1) Ameresco will pay annual property taxes on the solar systems, and 2) savings on the Town's electricity bills. The Town's combined savings and property tax payments are projected to be up to \$140,000 in each of the first three years. Of this amount, the two school-sited projects are expected to generate up to \$70,000 in annual savings in school utility costs. The aggregate potential benefits are approximately \$3 million over 20 years.

There are no anticipated indirect operating costs. Ameresco is responsible for all costs including the construction, operation, maintenance, and removal of the solar systems. Through a state energy resiliency initiative, the Energy Committee secured a \$264,627 state grant to the Town to install advanced controls to enable the Middle School solar array to continue to operate in an integrated system with the diesel generator to provide steady electricity to the school shelter. The grant can only be used if the Middle School solar array is installed.

Town Staff and Committee Reviews:

- The Permanent Municipal Building Committee voted 4-0 in favor on November 5, 2014 to support the installation of the solar array on the new DPW roof, subject to certain technical conditions: no voidance of roof warranty, satisfactory roof attachments, equipment locations, acceptable grid connections, and acceptable insurance and indemnity provisions.
- The Board of Public Works voted 5-0 in favor on November 13, 2014 to support continuing the process with Ameresco regarding the DPW roof site, provided that Ameresco meets the requirements set forth by the Permanent Municipal Building Committee.
- The School Committee voted 5-0 in favor on November 17, 2014 of the Ameresco letter of intent, and will vote in early March on whether to support the solar projects.
- Consideration by the Board of Assessors of a structured tax agreement will be subject to approval of this article.
- The Conservation Commission was briefed on the projects; the solar canopies at the Town Building will require submittal of a Notice of Intent.
- The Board of Selectmen approved the Ameresco letter of intent 5-0 on December 8, 2014, and is a co-sponsor of this article. As of the printing date of the Warrant, the Board of Selectmen had yet to vote on whether to recommend passage of this article.

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

a team of solar technical and legal services experts hired by the Town for this purpose. Approval also will enable the Town to negotiate the structured tax agreement.

If the agreements are signed in April, Ameresco intends to commence construction in June. Ameresco plans to start construction of the school projects immediately after school ends and complete them by the end of September 2015. Ameresco plans to install the Town Building solar canopies and the DPW building roof array in the summer and early fall. Ameresco will manage the construction activities to minimize the impact on school and Town activities.

The Town website has further details: www.wayland.ma.us/Pages/WaylandMA_BComm/Energy/index

ARGUMENTS IN FAVOR:

- The four projected solar projects will be a visible and significant demonstration of the Town's commitment to reducing its fossil fuel energy consumption and fulfilling its obligation as a Green Community.
- The Middle School solar project, combined with the state grant, will improve the resiliency of the Town's primary emergency shelter by enabling solar power when the grid is down, thereby reducing use of the school's existing diesel-powered emergency generator and extending the on-site diesel fuel supply.
- The Town expects the solar projects to generate significant electric utility bill savings and property tax payments for the Town each year.
- Several Massachusetts towns and other entities are using solar projects and the net metering credit incentive program to save on their utility bills.
- The solar projects will give the Town partial protection from future utility electricity rate increases. The U.S. Department of Energy estimates that Northeast electricity prices will increase at an average annual rate of between 3.0-6.9% per year from 2015-2040.
- Ameresco will have sole liability related to construction and operation of the solar arrays.

ARGUMENTS OPPOSED:

- The projected net electricity saving levels assumes continuation of the state's net metering credit solar incentive program.
- The value of the net metering credits will vary; as it is not set by contract. Lower electricity prices might reduce the value of the Town's net metering credits and the Town's net savings from the solar projects.
- There is no guaranty that Ameresco will be in existence to maintain the solar arrays during the twenty year life of the power purchase agreement or to remove the arrays at the end of the agreement.
- Town operating costs might marginally increase as a result of working around the canopies.
- Solar canopies at the Town Building and Middle School parking lots might complicate any future remodeling of these facilities during the next twenty years.
- There can be incremental costs if the Town damages the solar systems or if solar panels on the DPW building need to be removed to support roof maintenance.

RECOMMENDATION: On February 26, 2015, the Finance Committee voted 5-0 to defer recommendation until Town Meeting.

QUANTUM OF VOTE: a.) Majority – see Massachusetts General Laws Chapter 40, Section 4 and Chapter 30B, Section 12(b)
b.) Two-thirds – see Massachusetts General Laws Chapter 40, Section 15A.
c.) Majority – see Massachusetts General Laws Chapter 40, Section 3.

d.) Majority – see Massachusetts General Laws Chapter 59, Section 38H.

For more information about this article, contact Ellen Tohn, chair of the Energy Initiatives Advisory Committee, ellentohn@gmail.com, Ben Keefe, Public Buildings Director, bkeefe@wayland.ma.us, or Nan Balmer, Town Administrator, nbalmer@wayland.ma.us

ENERGY:
BASIS FOR TAX
CALC

PROJECT SUMMARY: Preliminary Equipment Costs For Property Tax Calculation

Tax Amount	\$ 30,000				
Description	Total	Middle School	High School	Town Office	DPW
Modules	\$ 902,216	\$ 161,406	\$ 411,201	\$ 172,935	\$ 156,674
Inverters	\$ 217,184	\$ 51,834	\$ 92,000	\$ 40,775	\$ 32,575
Racking	\$ 1,383,161	\$ 292,732	\$ 745,769	\$ 313,641	\$ 31,018
Data Acquisition System (DAS)	\$ 46,306	\$ 11,874	\$ 13,774	\$ 10,374	\$ 10,284
Transformers	\$ 27,873	\$ -	\$ 12,000	\$ 7,937	\$ 7,937
Balance of System	\$ 105,956	\$ 21,950	\$ 62,993	\$ 21,013	\$ -
TOTAL	\$ 2,682,696	\$ 539,796	\$ 1,337,738	\$ 566,675	\$ 238,488
Percent of Total	100%	20%	50%	21%	9%
Tax Amount By Site	\$ 30,000	\$ 6,036	\$ 14,960	\$ 6,337	\$ 2,667

ENERGY:

SOLAR TAX

AGREEMENT

AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of June __, 2016 by and between **WAYLAND MUNICIPAL SOLAR LLC**, a Delaware limited liability company ("Developer"), and the **TOWN OF WAYLAND**, a municipal corporation duly established and located in the Commonwealth of Massachusetts (the "Town"). Developer and the Town are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party".

WHEREAS, Developer plans to build and operate a solar electric generating facility (the "Project") with an expected aggregate generating capacity of up to approximately 1.289 MW DC (1.098 MW AC), or such reduced capacity as may be determined after the final design and engineering plans are completed, on various Town-owned properties described in Exhibit A (collectively, the "Property");

WHEREAS, the Project consists of the following property: (a) solar modules, solar inverter systems, and solar power generating facilities including racking, foundations, support structures, braces and other structures and equipment; (b) electrical transmission facilities, electrical distribution and collector lines, wires, cables, conduits, footings, foundations, interconnection and/or switching facilities, circuit breakers, transformers, pads, energy storage facilities; (c) control, communication and telecommunication systems; (d) meteorological stations and solar energy measurement equipment; (e) other improvements, facilities, appliances, materials parts, systems, structures, machinery and equipment related to or associated with generation, conversion, storage, switching, metering, transmission, distribution, conducting, sale or other use or conveyance of electricity;

WHEREAS, the Parties have entered into a Solar Power Purchase Agreement dated as July 23, 2015 ("SPPA") which serves one or more municipal purposes;

WHEREAS, the municipal purposes of the SPPA and Project include the establishment of renewable energy facilities and the realization of savings in electricity costs through Net Metering Credits as provided for pursuant to G.L. c. 164, sections 138-140 and 220 CMR 18.00 *et seq.*, as may be amended from time to time;

WHEREAS, because both Developer and the Town need an accurate projection of their respective expenses and revenues with respect to the real and personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable real and personal property incorporated within the Project for the term of the Agreement;

WHEREAS, it is the intention of the Parties that Developer make payments to the Town for the term of this Agreement on account of or in lieu of real and personal property taxes, under the authority of and in accordance with General Laws Chapter 59, §38H, as amended;

WHEREAS, the Parties intend that, during the term of the Agreement, Developer will not be assessed for any statutory real and personal property taxes on account of the Project to which it might otherwise be subjected under Massachusetts law, and this Agreement will provide for the exclusive tax payments for real and personal property taxes that Developer (or any successor owner of the Project) will be obligated to make to the Town with respect to the Project during the term hereof, provided, however, that the Parties do not intend for this Agreement to affect any direct payments for services provided by the

Town to the Project, including but not limited to, water and sewer services, and similar payment obligations not in the nature of real or personal property taxes or substitutes for such taxes that Developer may otherwise be obligated to pay to the Town;

WHEREAS, the Town is authorized to enter into this Agreement with Developer, as the culmination of good faith negotiations that anticipate that the tax payments over the life of the Agreement will amount to the equivalent, taking into account other benefits to be received by the Town in the SPPA, of the property tax payments that would otherwise be determined under G.L. c.59 based upon the full and fair cash valuation of the Project;

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Payment on Account of Real and Personal Property Taxes. Developer agrees to make annual tax payments to the Town, in the amounts and in the years set forth in Exhibit B beginning in Fiscal Year 1 and continuing until the earlier of (x) termination of the SPPA and removal of the Project from the Property, and (y) conclusion of Fiscal Year 20. For purposes hereof, "Fiscal Year 1" shall mean the Town's first fiscal year commencing after the Project achieves the Commercial Operation Date (as defined in the SPPA), and "Fiscal Year 20" shall mean the twentieth (20th) fiscal year following the commencement of Fiscal Year 1. Each annual payment shall consist of four approximately equal quarterly amounts during the term of this Agreement. The Parties agree that Developer or its designee may pay such quarterly amounts by wire transfer in two installments in January and July of each year. The Parties further agree that the exact amount paid each year may vary by de minimis amounts, consistent with the Town's obligation to implement this Agreement in accordance with General Laws Chapter 59, §38H, as amended. The Town shall issue tax bills to the Developer, with the amount due and the payment due date(s) noted on the bill (the due date of the payment shall be at least thirty (30) days after the date of the bill). Developer agrees that the tax payments under this Agreement will not be reduced on account of a depreciation factor, revaluation or reduction in the Town's tax rate or assessment percentage and the Town agrees that the tax payments will not be increased on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage.

2. Improvements or Additions; Retirements. From and after the Commercial Operation Date and continuing throughout the term of this Agreement, the Developer shall provide written notice to the Town of any improvement, addition, retirement and/or replacement of any personal or real property to the Project, such notice to be provided within thirty calendar days after such improvement, addition, retirement or replacement is installed and, if applicable, commissioned. The Town, its officers, employees, consultants and attorneys will have the right to inspect the Project in connection with any such notice. If such improvement, addition, retirement or replacement adds value to the Project, as reasonably determined by the Town's Assessor, which determination shall include consideration of documentation relating thereto provided by Developer and reasonably acceptable to the Town's Assessor, the remaining tax payments shall be adjusted to reflect any increase in the value of the Project using the cost method. The Parties agree that any increase in the remaining payments due hereunder shall result in a corresponding increase to the property tax adder under the SPPA.

To the extent that Developer retires or removes any capital improvements from the Project, retires or removes any personal property or real property from the Project, or retires or removes any existing improvements, equipment or personal property from the Project, including, without limitation, removal required under section ___ of the SPPA, and such retirement or removal reduces the value of the Project after the Commercial Operation Date based upon documentation provided by Developer and reasonably

acceptable by the Town's Assessor, the remaining tax payments will be adjusted to reflect any temporary or permanent reduction in the value of the Project. No notice shall be required for replacement of equipment and machinery within the scope of Section 5 and no adjustment to the payment amount shall be made for replacement of equipment and machinery within the scope of Section 5.

3. Inventory. Within six (6) months after the Commercial Operation Date, Developer shall provide the Town with a comprehensive inventory of all personal property and real property incorporated into the Project (the "Inventory"). The general categories of property to be included in the Inventory are listed in Exhibit C. The Town, its officers, employees, consultants and attorneys will have the right to inspect the Project in connection with the preparation of the Inventory. Any written notice of an improvement, addition, retirement or replacement given by Developer under Section 2 shall reference the Inventory and such a notice shall constitute an update to the Inventory. The Town, its officers, employees, consultants and attorneys will have the right to periodically inspect the Project on reasonable prior notice to Developer, subject to the Town's agreeing to comply with all reasonable Developer safety and security requirements, and to review documents in the possession of Developer that relate to the inventoried property for the purpose of verifying that Developer has accurately updated the Inventory.

4. Reserved.

5. Ordinary Maintenance. No additional tax payments will be due or required for replacement of equipment or machinery that is nonfunctional, obsolete or is replaced solely due to wear and tear or casualty or as part of scheduled or unscheduled maintenance, or equipment installed as required by or in response to any statute, law, regulation, consent decree, order or case mandating such additional items.

6. Payment Collection. The provisions of General Laws Chapter 60 and other applicable law will govern the collection of any payments provided for in this Agreement as though they were real or personal property taxes due and payable to the Town thereunder. In the event Developer fails to make payments hereunder, the Town may, at its sole election and in addition to and not in limitation of any other rights and remedies hereunder, seek to collect said payments in accordance with the provisions of G.L. c. 59 and G.L. c. 60.

7. Tax Status. The Town agrees that during the term of this Agreement, the Town will not assess Developer for any real estate and personal property taxes with respect to the Project or the Property to which Developer might otherwise be subject under Massachusetts law, and the Town agrees that this Agreement will exclusively govern the payments of all ad valorem real estate and personal property taxes and payments in lieu of such taxes that Developer will be obligated to make to the Town with respect to the Project and the Property, provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the Town for excise taxes on vehicles due pursuant to General Laws Chapter 60A and for services provided by the Town to the Project, including but not limited to, water and sewer services. The Town agrees that no real estate or personal property taxes will be due from or assessed to Developer other than the payments described in this Agreement.

8. Successors and Assigns. This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will run with the Property and the Project. In the event that Developer sells, transfers, leases or assigns all or substantially all of its interest in the Project, this Agreement will thereafter be binding on the purchaser, transferee or assignee. Developer may record a notice of this Agreement in the applicable registry of deeds office.

9. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair

cash value of the Project, to the extent that such value is determinable as of the date of this Agreement, and the other benefits to be received by the Town in the SPPA in accordance with General Laws Chapter 59, §38H(b). Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over real and personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate tax payments for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable tax payments for the Project.

10. Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain. Notwithstanding the foregoing, the Town shall not be obligated to execute or deliver any applications, instruments, certifications or documents that will require the Town to interfere with the independent regulatory, legislative or executive functions of any official, board or committee of the Town.

11. Invalidity. (a) If, for any reason, including a change in applicable law, it is ever determined by the Massachusetts Appellate Tax Board or any court or governmental authority of competent jurisdiction that this Agreement is invalid then the parties shall, subject to any necessary Town Meeting vote, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid and enforceable. If the Parties are unable to do so, this Agreement shall terminate as of the date of such determination of invalidity, and the Property and Project will thereafter be assessed and taxed as though this Agreement did not exist. The Parties will cooperate with each other, and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

(b) The Parties understand and agree that this Agreement shall be void and unenforceable if (i) Developer is determined or declared by the Massachusetts Appellate Tax Board or a court of competent jurisdiction not to be a “generation company” or “wholesale generation company” as those terms are used and/or defined in G.L. c. 59 § 38H (b), and G.L. c. 164 § 1; and/or (ii) this Agreement is not approved by Town Meeting, provided that any payments made hereunder by Developer before any such declaration or approval shall be and remain the property of the Town.

12. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, or via overnight delivery service or by U.S. certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To Developer:

Wayland Municipal Solar LLC
111 Speen Street, Suite 410
Framingham, MA 01701
Attention: General Counsel

To Town:

Town of Wayland
41 Cochituate Road
Wayland, MA 10778
Attention: Town Manager

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

13. Applicable Law. This Agreement is made pursuant to and shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles. Developer and the Town each consent to the jurisdiction of the Massachusetts courts and the applicable agencies of the Commonwealth of Massachusetts regarding any and all matters related to the subject hereof, including interpretation or enforcement of this Agreement or any of its provisions.

14. Good Faith. The Town and Developer shall act in good faith to carry out and implement this Agreement.

15. Force Majeure/ Casualty. The Developer and Town both recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party on account of "Force Majeure" (as defined in the SPPA) or casualty.

If an event of Force Majeure or casualty occurs during the term of this Agreement with respect to any portion of the Property or Project that renders the Property or Project unusable for the customary purpose of the production of electricity for a period of more than ninety (90) days, the Developer may, at its election, notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Property or Project so damaged or destroyed. In the event Developer provides such notice to the Town, then, subject to the Town's right to terminate under Section 21, below, the annual payment shall be adjusted in accordance with the provisions of Sections 2 and 3.

16. Early Termination. The Developer's obligation hereunder with respect to payments due for a particular fiscal year shall be reduced in an applicable proportional part due to the early termination of the SPPA within such fiscal year.

17. Covenants of Developer. During the term of the Agreement, Developer will not voluntarily do any of the following:

- a. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement; or
- b. convey, without the express consent of the Town, by sale, lease or otherwise any interest

in the Property to any entity or organization that qualifies as a charitable organization pursuant to General Laws Chapter 59, §5 (Third).

c. Fail to pay the Town the amounts due hereunder when due in accordance with the terms of this Agreement.

18. Covenants of the Town. So long as Developer is not in breach of this Agreement during its term, the Town will not do any of the following:

a. seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement;

b. seek to collect from Developer any property tax upon the Property or the improvements thereon (including the Project) in addition to the amounts provided for herein;

c. impose any lien or other encumbrance upon the Property or the improvements thereon (including the Project) except as is expressly provided for herein.

19. Representations of Town. Subject to the terms of this Agreement and except as provided below, the Town represents and warrants to Developer that (i) it has secured all approvals of appropriate officers, boards and bodies necessary to duly authorize the execution, delivery and performance of this Agreement and its obligations hereunder, and (ii) it is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of any law as currently understood, any order of any court or other agency or authority of government, and (iii) this Agreement is a legal, valid and binding obligation of the Town and is enforceable in accordance with its terms, subject to applicable laws. Notwithstanding the foregoing, the parties acknowledge that this Agreement has not been approved by the Weston Town Meeting, and is contingent upon such approval.

20. Representations of Developer. Developer represents and warrants to the Town that (i) it is duly organized and validly existing as a limited liability company under the laws of Delaware, and is authorized to conduct business in the Commonwealth of Massachusetts, and (ii) it has all requisite power and authority to enter into this Agreement and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement, (iii) the performance of its obligations hereunder will not violate, result in a breach of or constitute a default under any agreement or instrument to which Developer is a party or by which Developer is bound; (iv) this Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles; (v) as of the date of this Agreement, Developer is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c. 59, § 38H(b) and G.L. c. 164 § 1, and Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59, §5(16)(3).

21. Termination. The Town may terminate this Agreement upon written notice to Developer in the event Developer fails to make timely payments hereunder on the date due and such failure continues for sixty days after Developer receives written notice of such failure from Town, provided that if the breach is cured within such 60-day period, the Agreement shall not be terminated.

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF WAYLAND

Name:

Title:

WAYLAND MUNICIPAL SOLAR LLC

By: Ameresco, Inc., its sole member

By: _____

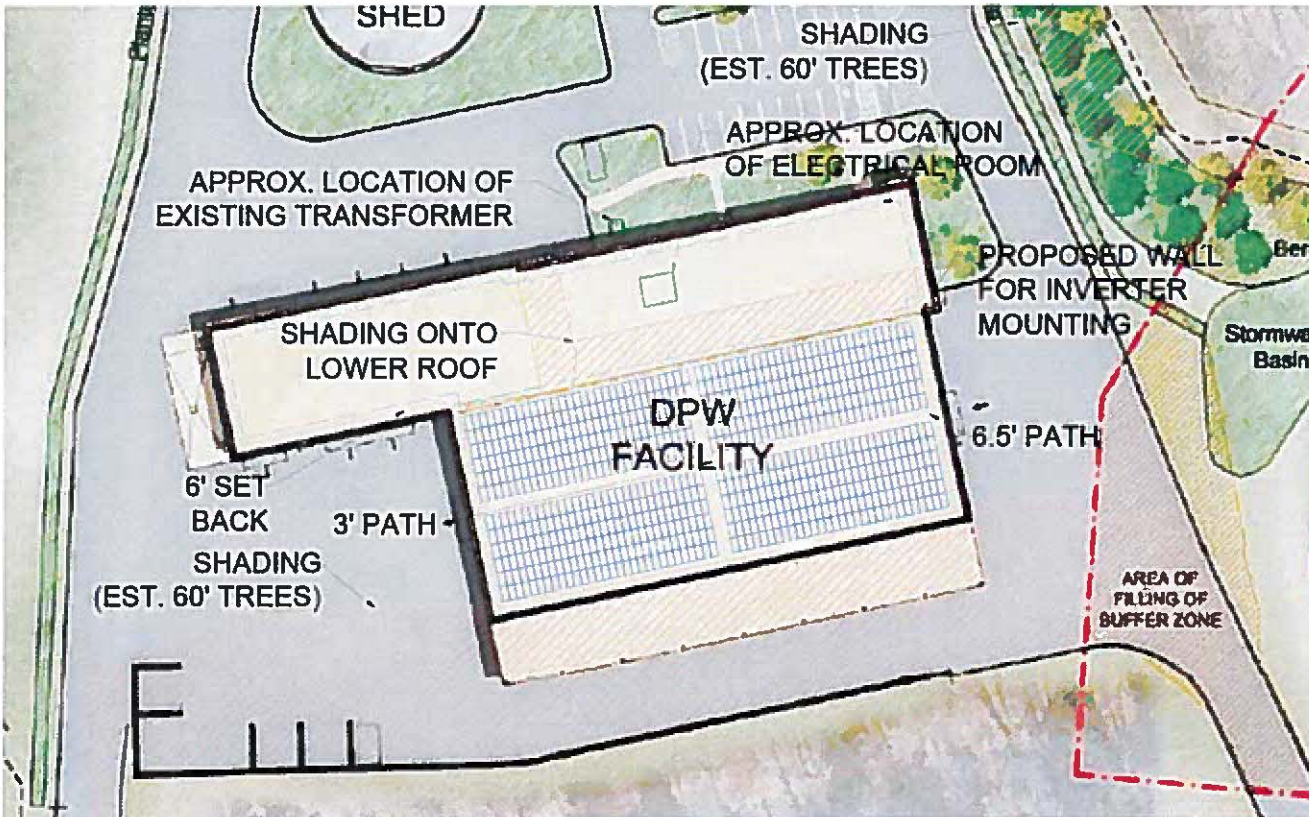
Name:

Title:

LOCATION	ARRAY			MOUNT			INVERTER		
	# OF MODULES	MODULE TYPE	Wp	AZIMUTH	PITCH	TYPE	TYPE	EFFICIENCY	MW AC
NEW PUBLIC WORKS FACILITY	722	POLY 310-72	223.02	118	0	PITCHED ROOF	(4) BOLE CTRIA PVA 23TL & (1) BOLE CTRIA PVA 24TL	98.0%	179.0
Total	722		223.02						179.0

NOTES:

- SHADING PATTERN FOR ROOF IS CALCULATED BASED ON PRELIMINARY 200' FROM SIDE TO SIDE AND DISCUSSOR 2' W/AS VERTICAL. IT TAKES INTO ACCOUNT BIRD LATTITUDE AND LONGITUDE.
- SHADING FOR OBJECTS NOT IMPACTING THE PV SYSTEM IS NOT SHOWN.



NEW PUBLIC WORKS FACILITY - OVERALL ARRAY LAYOUT
SCALE: 1"=20'-0"

MADE BY: [unclear]
DRAWN BY: [unclear]
CHECKED BY: [unclear]
DATE: [unclear]

TOWN OF WAYLAND
88 RIVER ROAD
WAYLAND, MA 01778
NEW PUBLIC WORKS FACILITY
223.02 MW DC STC PV ARRAY INSTALLATION
PHOTOVOLTAIC ARRAY LAYOUT

AMERESCO
175 Appleton Street, Suite 100
Wayland, MA 01778
TEL: 978.875.1100

E-100

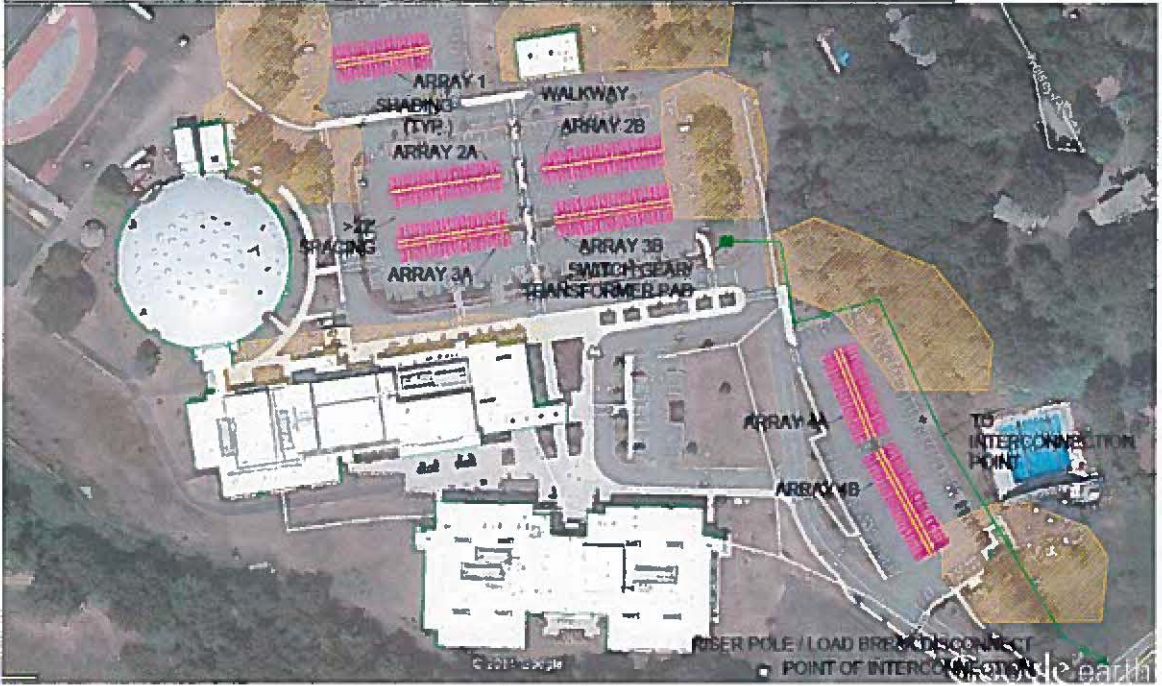
EXHIBIT A
DESCRIPTION OF PROPERTY

WAYLAND HIGH SCHOOL	ARRAY		MODULE TYPE	MODULE			TYPE	INVERTER			TRANSFORMER		
	# OF MODULES	# OF PILLARS		Wp-6TC	AMWTH	PITCH		TYPE	EFFICIENCY	kW AC	TYPE	kVA	RATING
ARRAY 1	252	0	CS6A-350P	76.86	171	12.1	DUAL CANOPY	CS SOLLECTRA PM 23 TL	98.0%	89			
ARRAY 2A	252	0	CS6A-350P	76.86	171	12.1	DUAL CANOPY	T1 SOLLECTRA PM 23 TL	98.0%	130			
ARRAY 2B	270	0	CS6A-350P	82.26	171	12.1	DUAL CANOPY	T2 SOLLECTRA PM 23 TL	98.0%	130			
ARRAY 3A	268	0	CS6A-350P	82.84	171	12.1	DUAL CANOPY	T3 SOLLECTRA PM 23 TL	98.0%	74	PHD MOUNTED	300 kVA, 480V/277.4V	
ARRAY 3B	308	2	CS6A-350P	83.33	171	12.1	DUAL CANOPY	T4 SOLLECTRA PM 23 TL	98.0%	79			
ARRAY 4A	252	0	CS6A-350P	78.88	246	12.1	DUAL CANOPY	A50 SOLLECTRA PM 23 TL	98.0%	143			
ARRAY 4B	268	0	CS6A-350P	80.32	243	12.1	DUAL CANOPY	A11 SOLLECTRA PM 23 TL	98.0%	143			
TOTAL	1,820	2		807.48						899			

NOT FOR CONSTRUCTION

NOTES:

- SHADING PATTERN FOR ROOF IS CALCULATED BASED ON FEBRUARY 21 AT THOSE WHO ACCURATE SITE LATITUDE AND LONGITUDE.
- SHADING FOR OBJECTS NOT IMPACTING THE PV SYSTEM IS NOT SHOWN.
- SHADING TABLES INTO ACCOUNT AS OFF THE GRID FOR HEIGHT OF SUPPORT.



TOWN OF WAYLAND - WAYLAND HIGH SCHOOL - CANOPY ARRAY LAYOUT
SCALE: 1"=50'-0"

SCALE: 1"=50'-0"
DATE: 2/20/18
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

TOWN OF WAYLAND
264 OLD CONNECTICUT PATH
WAYLAND, MA 01778

WAYLAND HIGH SCHOOL
381 WINDY DC STREET
WAYLAND, MA 01778

PHOTOVOLTAIC CANOPY ARRAY LAYOUT

AMERESCO

1100 North Street, Suite 400
Wayland, MA 01778
Tel: 978.942.1100
www.ameresco.com

POWER TABLE										
WAYLAND MIDDLE SCHOOL	ARRAY	MODULE TYPE	Wp p STC	AZMUTH	PITCH	TYPE	TYPE	INVERTER	EFFICIENCY	WV AC
	ARRAY 1	252	CSEX-305P	76.05	218	12/1	DUAL CANOPY	(3) SOLECTRIA PV123 TL	98.0%	69
	ARRAY 2	144	CSEX-305P	43.92	188	12/1	DUAL CANOPY	(2) SOLECTRIA PV123 TL	98.0%	46
	ARRAY 3	216	CSEX-305P	65.88	164	12/1	DUAL CANOPY	(2) SOLECTRIA PV128 TL	98.0%	56
	ARRAY 4	144	CSEX-305P	43.92	188	12/1	DUAL CANOPY	(2) SOLECTRIA PV123 TL	98.0%	46
	TOTAL	756		230.68						217

NOT FOR CONSTRUCTION

NOTES:

1. SHADING PATTERN FOR ROOF IS CALCULATED BASED ON FEBRUARY 21. IT TAKES INTO ACCOUNT SITE LATITUDE AND LONGITUDE.
2. SHADING FOR OBJECTS NOT IMPACTING THE PV SYSTEM IS NOT SHOWN.
3. SHADING TAKES INTO ACCOUNT 12' OFF THE GROUND FOR HEIGHT OF CANOPY.

SCALE: 1/32" = 1'-0"
 DRAWN BY: JLF
 CHECKED BY: JLF
 DATE: 05/20/14
 REVISIONS: 1. 12/21/14 BY: JLF
 2. 12/21/14 BY: JLF



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TOWN OF WAYLAND - WAYLAND MIDDLE SCHOOL - CANOPY ARRAY LAYOUT
 SCALE: 1/32" = 1'-0"

TOWN OF WAYLAND
 201 MAIN STREET
 WAYLAND, MA 01778
 WAYLAND MIDDLE SCHOOL
 230.358 Wp p DC STC PV ARRAY INSTALLATION
 PHOTOVOLTAIC CANOPY ARRAY LAYOUT

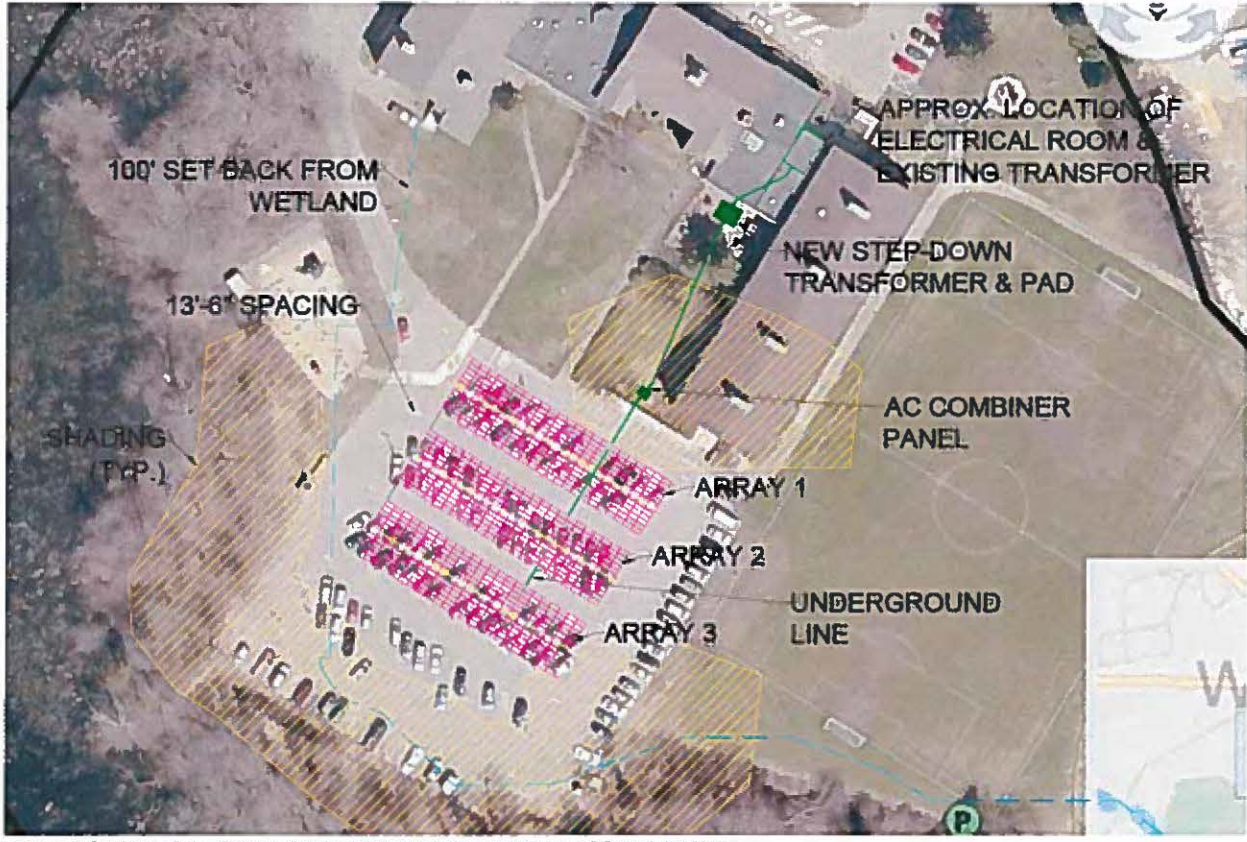
AMERESCO
 1750 South Street, Suite 410
 COVINGTON, LA 70011
 (504) 891-2200

E-100

WAYLAND TOWN OFFICES	POWER TABLE									
	ARRAY			MOUNT			INVERTER			
	# OF MODULES	MODULE TYPE	Wp @ STC	AZIMUTH	PITCH	TYPE	TYPE	EFFICIENCY	MW AC	
ARRAY 1	270	C58X-305P	82.35	212	12/1	DUAL CANOPY	(3) SOLECTRA PM 23 TL	98.0%	69	
ARRAY 2	270	C58X-305P	82.35	212	12/1	DUAL CANOPY	(3) SOLECTRA PM 23 TL	98.0%	69	
ARRAY 3	270	C58X-305P	82.35	212	12/1	DUAL CANOPY	(3) SOLECTRA PM 23 TL	98.0%	69	
TOTAL	810		247.05						207	

NOT FOR CONSTRUCTION

- NOTES:
- SHADING PATTERN FOR ROOF IS CALCULATED BASED ON PERIMETER 31. IT TAKES INTO ACCOUNT SITE LATITUDE AND LONGITUDE.
 - SHADING FOR OBJECTS NOT IMPACTING THE PV SYSTEM IS NOT SHOWN.
 - SHADING TAKES INTO ACCOUNT 12 OFF THE GROUND FOR HEIGHT OF CANOPY.



TOWN OF WAYLAND - TOWN OFFICES BUILDING - CANOPY ARRAY LAYOUT
SCALE: 1" = 30'-0"

SCALE: 1" = 30'-0"
DATE: 01/14/2020
DRAWN BY: JLF
CHECKED BY: JLF
DATE: 01/14/2020
REVISED: 01/14/2020

TOWN OF WAYLAND
41 COCHRANE RD
WAYLAND, MA 01778
WAYLAND TOWN OFFICES
247.05 Wp @ DC STC PV ARRAY INSTALLATION
PHOTOVOLTAIC CANOPY ARRAY LAYOUT

AMERESCO
110 Depot Street, Suite 410
Wayland, Massachusetts 01778
Tel: 978.942.2200
Fax: 978.942.2201
www.ameresco.com

EXHIBIT B
ANNUAL PAYMENT

Fiscal Year	Annual Amount
1-20	\$30,000.00

Note: To be paid in four approximately equal quarterly amounts, which may be paid by Developer or its designee by wire transfer in two installments in January and July of each year.

EXHIBIT C
CATEGORIES OF INVENTORY

A. Real Property. A portion of the real property located at the following addresses, as described in Exhibit A:

- 264 Old Connecticut Path Wayland, MA
- 41 Cochituate Rd Wayland, MA
- 201 Main St Wayland, MA
- 66 River Rd Wayland, MA

B. Personal Property

- Solar panels
- Inverters
- Transformers
- Racking for the panels
- Data acquisition system



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

2. STREET
LIGHTS

Kenneth Keefe
PUBLIC BUILDINGS DIRECTOR
TEL. (508) 358-3786
www.wayland.ma.us

BOARD OF SELECTMEN
LEA ANDERSON
MARY M. ANTES
CHERRY C. KARLSON
LOUIS B. JURIST
JOSEPH F. NOLAN

DATE: June 3, 2016
TO: Nan Balmer, Town Administrator
FROM: Kenneth "Ben" Keefe, Public Buildings Director
RE: LED Street Lighting Retrofit Project

REQUESTED ACTION:

Vote to approve Purchase and Sales Agreement and License regarding Purchase of Streetlights from Eversource and Vote to authorize Town Administrator to take any additional actions required to retrofit to LED street lighting.

BACKGROUND:

The Purchase and Sales and License Agreements that have been presented for approval have been reviewed by the Public Buildings Director and the Energy Initiatives Committee for content and Town Counsel for Legal issues.

The proposed contract with Tanko Lighting, Inc. for design and project management services in conjunction with the LED retrofit has been reviewed and deemed acceptable by the Metropolitan Area Planning Council (MAPC). Tanko was selected to provide these LED designer services by MAPC through a Request for Proposal process. The Public Buildings Director and Town Counsel will complete their reviews of the contract before submitting to the Town Administrator for approval.

Once all the contracts are in place Tanko will proceed with project planning and coordination. The actual transfer of the existing lights to Town control will be timed to coincide with the delivery and scheduled installation of the new LED fixtures.

**PURCHASE AND SALE AGREEMENT
REGARDING MUNICIPAL STREET LIGHTS**

This Purchase and Sale Agreement Regarding Municipal Street Lights (the "Agreement"), made effective as of the 31st day of January 2016, is by and between NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY (hereinafter known as "the Company," a Massachusetts corporation with a usual place of business at 800 Boylston Street, Boston, Massachusetts 02199, and the **TOWN OF WAYLAND**, a municipal corporation of the Commonwealth of Massachusetts having a usual place of business at 41 Cochituate Road, Wayland, MA 01778 (hereinafter known as "the Town").

WHEREAS, the Company presently supplies the Town with street lighting services under tariffs approved by the Massachusetts Department of Public Utilities ("DPU");

WHEREAS, the Town has agreed to purchase from the Company certain property of the Company, consisting of the Company's FERC Account 373 municipal street lighting facilities and equipment, municipal flood lighting and area lighting facilities and equipment, consisting of luminaires, lamps, ballasts, photocells, brackets, conductors from the luminaire to the distribution connection, dedicated poles where applicable, foundations, conduits, dedicated manholes where applicable, and other underground equipment that are not part of the distribution system,, as shown and described on Exhibit A attached hereto and made a part hereof, it being the Town's intent to purchase all street lights, flood and area lighting, and related equipment dedicated to municipal use ("the Facilities");

WHEREAS, the Company has agreed to sell and transfer the Facilities subject to the terms and conditions specified below; and

WHEREAS, the Company and Town ("the Parties") wish to resolve all issues or disputes between them regarding purchase and sale of the Facilities; tariffs applicable to the Town after said purchase and sale; operation and maintenance of the street lights after said purchase and sale; and other issues.

THEREFORE, in consideration of the promises and mutually dependent covenants herein contained, it is agreed between the Parties hereto as follows:

1. The Company does hereby agree to sell, assign, convey, transfer and deliver to the Town, and the Town does hereby agree to purchase and accept, subject to the terms and conditions set forth herein, the Facilities, upon the following terms and conditions:

Upon payment as specified in Section 2 below, the Town shall have all right, title and interest in the Facilities, including without limitation, the right to use, alter, remove or replace the Facilities in any way the Town deems appropriate for the operation of a

municipal owned street lighting system, except as expressly stated herein. Nothing in this Agreement shall be deemed to limit the Town's use of dedicated poles or dedicated underground conduit purchased by the Town under this Agreement except to the extent such use by the Town involves access to the Company's manholes, padmount transformers, or the connections to the Company's distribution system.

2. Effective as of January 31, 2016 (the "Settlement Date"), the Facilities shall be conveyed by the Company to the Town by a bill of sale in consideration of the sum of \$1.00 to be paid by the Town as set forth in Section 5 hereof, said amount mutually agreed by the Town and Company to be legal and sufficient consideration. The Facilities shall be accepted by the Town in their then present quantity, condition and location, "AS IS", without any representation or warranty whatsoever, except as is set forth in Section 3 herein, **THE COMPANY SPECIFICALLY DISCLAIMING ANY EXPRESS WARRANTY AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
3. The Company warrants and represents the following:
 - (i) that it has good and marketable title to the Facilities;
 - (ii) that the Facilities are free and clear of any and all liens and encumbrances; and
 - (iii) that it has received any necessary permits, approvals, licenses or permission to convey the Facilities as aforesaid.

If any dedicated streetlight pole which will be acquired by the Town has been installed or located on private property, Eversource shall assign to the Town any easement, license or other grant of location associated with said pole, to the extent allowed by such agreements. In addition, if Eversource has an agreement with any entity to use space on any dedicated streetlight pole which will be acquired by the Town, Eversource shall, to the extent allowed by such agreement, assign to the Town any such agreement.

4. The Town warrants and represents that it has complied with all provisions of law that may be applicable to it to authorize the Town's purchase and acceptance of the Facilities and the payment of the purchase price and any other payments to be made hereunder.
5. The Town shall make payment of \$1.00 to the Company for the Facilities on or before January 29, 2016.
6. The Parties understand and agree that all area and floodlighting fixtures owned by other private parties and/or the Company and the poles to which these fixtures are attached, remain the personal property of the Company and/or such private parties and are not part of this Agreement

7. The Parties agree that this Agreement shall not be construed by them to alter or cancel any outstanding billings by the Company to the Town, all of which shall continue in full force and effect despite the execution and delivery of this Agreement.
8. Pursuant to this Agreement, the Company will be providing electric service and certain other services in order that the Town may implement a Town-owned street lighting system. The Town is this day entering into a License Agreement with the Company and its successors and/or assigns, to authorize the attachment and maintenance of the Facilities and such other equipment and fixtures that the Town may hereafter purchase from third parties for the provision of street lighting (“Additional Fixtures”). The form of the License Agreement is attached hereto and incorporated herein as Exhibit B (the “License Agreement”). The Parties hereby agree to use their best efforts to obtain the signature of Verizon (“Verizon”) to this License Agreement in substantially the form as set forth in Appendix B. In the event Verizon elects not to execute this License Agreement, the Company and the Town will utilize the License Agreement. The Town agrees to pay when due fees as specified in the License Agreement except as set forth in the succeeding sentences.

Nothing in this Agreement nor the appended License Agreement shall be construed by either Party as evidencing any agreement on the subject of pole attachment fees. The Town reserves its right to challenge the concept of pole attachment fees as well as language in the License Agreement regarding pole attachment fees.

The Town reserves the right to obtain supplies of electric energy from any person, over the distribution wires and facilities of the Company, as authorized by St. 1997, c. 164. Effective for electricity consumed on or after August 1, 2014, the Company agrees to provide the Town with electric distribution service for the Facilities, under the rates included in the S-2 tariff as in effect from time to time, or other applicable tariff (the “S-2 Tariff”). Nothing in this Agreement shall be construed as a waiver of the Town’s rights to appeal to the DPU on any issue, excepting the propriety of the S-2 rate charges as currently stated in the S-2 Tariff.

9. In connection with this Agreement, the Company and Town acknowledge that the Town is currently served under multiple accounts for street lighting service. The Company agrees that it will work with the Town and use good faith efforts to merge and reduce the number of these accounts, to the extent the applicable tariffs allow.
10. In the event that the Town employs one or more third parties to perform maintenance or repair of the Facilities and the Additional Fixtures, the Town shall guarantee that such third parties are qualified to perform according to the requirements of Article 5.1 of the License Agreement.

11. The Parties acknowledge and agree that as of the date the Town assumes ownership of the Facilities, a number of the Facilities described on the attached Exhibit A may not comply with the terms of all applicable safety codes, regulations or laws insofar as such codes, regulations or laws require that the Facilities be relocated so as to maintain safe clearances and other safety and related requirements (such Facilities are hereafter referenced as “Nonconforming Facilities”). The Town agrees that at the time of any modification to the Nonconforming Facilities which involves any change of the bracket, the Town shall relocate such bracket so as to maintain safe clearances and other safety related requirements, said relocation to be at the Town’s cost. Notwithstanding the foregoing, the Company reserves the right to require the Town to relocate any Nonconforming Facilities at the Town’s cost if circumstances arise that, in the Company’s good faith judgment to be explained in writing to the Town, determine that the Nonconforming Facilities pose a safety risk to persons or to the Company’s electric system.
12. The Parties agree that the making and breaking of electrical connections to the Company’s electric system shall only be performed by the Company’s employees or its contractors. The Town accordingly expressly agrees that it will pay, as additional charges under this Agreement, all reasonable costs incurred by the Company in connection with any work performed to make or break electrical connections to the Company’s electric system resulting from the Town’s operation or maintenance of its municipal street light system.
13. The Town acknowledges that the Company and Verizon’s poles and related facilities are used and are to continue to be used primarily for utility purposes, and that the Town’s use of the poles for a municipal street light system will be secondary. The Town accordingly expressly agrees that it will pay, as additional charges under this Agreement, all reasonable costs incurred by the Company or by Verizon in connection with any “Make-Ready Work,” as that term is defined in Article 1.9 of the License Agreement, in order to provide or maintain space on any pole or facility for the Facilities and Additional Fixtures to be attached and connected.
14. The Town agrees that any Additional Fixtures for installation on the Company’s poles shall be subject to the terms set forth in the License Agreement, as may be revised and as in effect from time to time, shall be free from all defects, and shall in no substantial way jeopardize the Company’s electric system or interfere with the Company’s operations. The Company may refuse to allow the placement of any Additional Fixtures which, at the Company’s reasonable discretion, are not so free from defects or that might so substantially jeopardize said system or interfere with said operations. The Town reserves its rights to remove and replace the Facilities and Additional Fixtures as may be afforded to the Town by law, and reserves the right to appeal such refusal by the Company to the DPU and/or to a court of competent jurisdiction.

15. The Company agrees that the Town may, unless otherwise provided by law, at its sole expense, repair or replace any existing Facilities, and may install Additional Fixtures on existing poles that are either solely or jointly owned by the Company, subject to Paragraph 12 above, the License Agreement and further subject to the following provisions:

(a) the Town or any third party contractor of the Town shall use properly licensed and qualified personnel when repairing, modifying or replacing existing Facilities or installing any Additional Fixtures, and shall comply with all applicable safety codes, regulations or laws;

(b) the Town shall give the Company no less than thirty (30) days of notice in advance of the installation of any Additional Fixtures or any modification to existing Facilities, except in emergency situations in which it shall give as much advance notice as practicable, (the replacement of burned out bulbs or other defective equipment with equipment of the same type, size and style shall not be considered "modification"); and

(c) the Town shall give the Company no less than three (3) business days of notice for any requests for the making or breaking of electrical connections to the Company's electric system.

Nothing in this paragraph shall be deemed an agreement by the Town to pay any pole attachment fees in connection with installing Additional Fixtures.

All activities of the Town or of any third party contractors in repairing, replacing or installing any street lighting equipment shall be performed using bucket trucks, without climbing poles and at a working height not to exceed the height of the applicable street lighting facility unless the Town or the third party contractor has permission of the Company to perform work in another manner.

16. Within thirty (30) days from the date of this Agreement the Town shall place identification tags on all dedicated streetlight poles owned by the Town identifying the Town as the owner of such poles. For all streetlight poles installed by the Town after the date of this Agreement, the Town agrees to place said identification tags at the time of the installation of said poles.

17. In the event that the Company exercises its right under Article 8.5 or any comparable provision of the License Agreement to rearrange or relocate the Town's Facilities on the pole or to relocate the Town's Facilities to another pole, the Company shall provide the Town no less than 3 days advance notice, unless emergency circumstances prohibit such notice, in which case the Company shall provide the Town with as much advance notice as is practicable.

18. The Town acknowledges that it has read and understands the provisions of Articles 13 and 14 of the License Agreement and agrees that the Town and any and all contractors of the Town shall be bound by the provisions of Article 13 entitled "Liability and Damages," and shall at all times be in conformance with the provisions of Article 14, entitled "Insurance", in addition to all other terms set forth in the License Agreement.
19. The Town and Company agree that they will each give the other Party reasonable advance notice (no less than three (3) business days, except in the case of emergency repairs to the Company's distribution system) of any work on or near street lights, poles, fixtures or related equipment, whenever such work may or will affect the other Party's equipment or operations. The Parties further agree that each Party will cooperate with the other to the extent repairs, replacement or work on one Party's equipment or property requires the assistance or cooperation of the other Party.
20. The Town is responsible for the maintenance of all Town owned Facilities and Additional Fixtures. For underground connected facilities, the Town will be responsible for all maintenance from the point of connection at the manhole, pad mount transformer or hand hole, as applicable, to the lighting equipment. For overhead connected facilities, the Town will be responsible for all maintenance from the point of connection at the secondary to the Town's lighting equipment. Coordination and or maintenance of Town owned Facilities and Additional Fixtures will be as follows:

Overhead Connected Streetlights

The provisions of paragraphs 12 and 15 shall govern the coordination and maintenance of Town owned overhead connected streetlight equipment.

Underground Connected Streetlights

- a) When a repair requires access to a Company hand hole, the Town or the Town's contractor will call the Company and inform the Company as to the location of the hand hole and that it will be accessing said hand hole in order to effectuate repairs. The Town or the Town's contractor will call the Company to inform the Company when the repair is complete.
- b) When a repair requires access to a Company manhole or pad mount transformer, the Town or the Town's contractor will call the Company and inform the Company as to the location of the repair.
- c) The Company will dispatch an Underground ("UG") troubleshooting crew (consisting of an UG Troubleshooter and an UG Apprentice) to fault locate and repair the streetlight connection at the pad mount transformer or manhole. If the problem is the connection or on the Company side of the connection, it will be repaired at no charge to the Town.

- d) If the problem is the cable going from the pad mount transformer or manhole to the streetlight and a repair can be made within the manhole or at the pad mount transformer and excavation is not required, the UG troubleshooting crew will perform the repair at the Town's expense. This repair service will be based upon the direct and related indirect full cost and expense to the Company, plus an amount equal to ten percent (10%) of the Company's total cost.
- e) If the problem is the cable going from the pad mount transformer or manhole to the streetlight and the repair can not be performed as described in the above paragraphs (c) or (d), the UG troubleshooting crew will clear the cable and mark same for identification purposes. The Company will notify the Town that the cable has been cleared. This fault location and disconnection service is at the Town's expense and will be based upon the direct and indirect cost to the Company.
- f) The Town or the Town's contractor will schedule a repair of the cable that includes adequate notice to the Company for the presence of a Company Inspector. The Company will provide, at the Town's expense, an Inspector to identify the manhole or transformer, determine the safety of the manhole or transformer, identify to the Town or the Town's contractor the streetlight cable, and to observe the safe work practices of the Town or the Town's contractor while working in the Company's manhole or working adjacent to the Company's transformer. This service will be based upon the direct and related indirect cost to the Company.
- g) After the Town or the Town's contractor has completed the repair to the cable, the Company UG troubleshooting crew will return to reconnect the cable at the Town's expense. This reconnection service will be based upon the direct and related indirect cost to the Company.

The Parties acknowledge that there may be instances in which the Company will perform maintenance on portions of the overhead or underground system purchased by the Town under this Agreement. The Town expressly agrees that it will pay, as additional charges under this Agreement, all reasonable costs incurred by the Company in connection with such maintenance. Prior to performing any such maintenance, the Company will obtain the Town's approval to perform the maintenance.

- 21. This Agreement and the rights and obligations set forth herein shall not be assigned by either Party without the written permission of both Parties. This Agreement may not be modified except in writing, shall inure to and be binding upon the Parties and their respective successors and assigns, and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement, the License Agreement, and the S-2 Tariff constitute the entire agreement between the Parties regarding the Facilities and the Additional Fixtures and maintenance and service of the Facilities and the Additional Fixtures, and any previous representations regarding the subject matter of this

Agreement, either oral or written are hereby annulled and superseded. The Parties have freely entered into this Agreement and agree to each of its terms without reservation.

22. All written notices required under this Agreement, but excluding notices required under the License Agreement, shall be given by posting the same in first class mail, postage prepaid, as follows:

To the Town: Town of Wayland
 41 Cochituate Road
 Wayland, MA 01778
 Attn: Town Administrator

To the Company: Eversource Energy
 Legal Department, 17th Floor
 800 Boylston Street
 Boston, MA 02199

23. The Parties agree to use their respective best efforts to resolve any dispute(s) which may arise regarding this Agreement. If a dispute arises that cannot be resolved among the representatives of the Parties involved in the daily management and implementation of this matter, the Town Administrator (or other representative duly designated by the Town) and the Company's senior electric delivery operations manager will use their respective best efforts to resolve such dispute. If those individuals are unable to resolve the dispute within a reasonable time period, the Parties agree to submit the dispute to alternative dispute resolution in the form of non-binding mediation for resolution prior to seeking to enforce this Agreement before a court or the DPU. Notwithstanding the foregoing, the Town may institute a challenge to any pole fees at the DPU or in court without taking the steps set forth in the preceding two sentences and either Party may seek injunctive relief without resorting to alternative dispute resolution to prevent irreparable harm caused by a breach of this Agreement.
24. To the extent that there is a conflict between the provisions of the License Agreement and this Agreement, the latter shall govern.
25. The Parties acknowledge that recitals set forth above are an integral part of this Agreement and shall have the same contractual significance as any other language.
26. Notwithstanding the operation of law or any other document, the terms and conditions of this Agreement shall survive the termination of the Bill of Sale.

IN WITNESS WHEREOF, Eversource and the Town of have caused this Purchase and Sale Agreement to be duly executed as of the __ day of January, 2016.

NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY

By: _____

By (print): Joseph R. Nolan, Jr.

Title: Senior Vice President

Date: _____

TOWN OF WAYLAND, MA

By: _____

By (print): _____

Title: _____

Date: _____

LIST OF EXHIBITS

Exhibit A: Description of the Facilities

Exhibit B: License Agreement

EXHIBIT A
DESCRIPTION OF THE FACILITIES

NOTE: Within 90 days of the signing of this Purchase and Sale Agreement Regarding Municipal Street Lights, the Parties shall to the extent they deem necessary or desirable, exercise good faith efforts to revise the attached Exhibit A inventory.

EXHIBIT B
LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, is made as of the ____ day of January, 2016 by and between NSTAR Electric Company dba Eversource Energy ("Eversource"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having its usual place of business at 800 Boylston Street, Boston, Massachusetts (hereinafter referred to as the "Licensor") and the Town of Wayland, a municipal corporation having a usual place of business at 41 Cochituate Road, Wayland, Massachusetts (hereinafter referred to as the "Town"). Eversource and/or the Town may be individually referred to as a "Party" and two or more of the foregoing may be referred to as "Parties."

WITNESSETH

WHEREAS, the Town and Eversource have entered into a Purchase and Sale Agreement Regarding Municipal Street Lights dated as of January 31, 2016 ("Purchase and Sale Agreement") whereby Eversource will convey to the Town certain streetlight facilities located in the Town of Medfield;

WHEREAS, the Town desires to place and maintain said streetlight facilities and such other related equipment and fixtures that the Town may hereafter purchase or lease for the provision of street lighting (the "Attachments") on poles of Licensor, which poles are either jointly or solely owned by the Licensor;

WHEREAS, Licensor is willing to permit, to the extent Licensor may lawfully do so, the placement of said Attachments on Licensor's facilities as presently located and in such other locations as are reasonably available and where such use will not interfere with Licensor's service requirements or the use of its facilities by others, subject to the terms of this License Agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

When used in this Agreement with initial capitalization, the following terms shall have the following meanings:

1.1 Anchor Rod

A metal rod connected to an anchor and to which a guy strand is attached. Also known as a "guy rod".

1.2 Attachments or Town's Facilities

Streetlight facilities and equipment that the Town has purchased as of the date of this License Agreement from Eversource, together with such additional facilities for the provision of street lighting that the Town may purchase in the future.

1.3 Eversource

Eversource, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having a usual place of business at 800 Boylston Street, Boston, MA. Eversource is one of the Licensors, as defined herein.

1.4 Field Survey Work or Survey Work

An on-site and/or office survey of the poles on which the Town wishes to make an Attachment or relocate, materially alter, or replace an existing Attachment, in order to determine if the pole can safely accommodate the required Attachment, and to provide the basis for estimating the cost of this work.

1.5 Joint Owner

A person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.

1.6 Joint User

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles and anchor rods owned by each party.

1.7 Licensor

Eversource as that term is defined herein.

1.8 Make-Ready Work

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Town's Facilities on Licensor's pole, where the Town proposes to relocate, materially alter, or replace Attachments owned at the time of execution of this License Agreement, or install Attachments purchased after the date of execution of this License Agreement.

1.9 Other Licensee

Any entity, other than the Town herein or a Joint User, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

**ARTICLE 2
SCOPE OF AGREEMENT**

- 2.1 Subject to the provisions of this License Agreement, Licensor agrees to issue to the Town for the purpose of a Town-owned streetlight system, nonexclusive licenses for the term set forth in Article 18 of this License Agreement, authorizing the attachment by the Town of the Town's Facilities to Licensor's poles. Subject to this Licensing Agreement and the separate Purchase and Sale Agreement signed by the Town and Eversource, the Town shall have the right and discretion to maintain and repair its street lighting equipment; to remove or replace said street lighting equipment; and to engage in any and all other acts necessary to the operation of its street lighting system. Such licenses are revocable by the Licensor only for material breach in the terms and conditions of this License Agreement and for the reasons set forth in Article 10 herein.
- 2.2 No use, however extended, of Licensor's poles shall create or vest in the Town any ownership or property rights in such poles other than the ownership and other rights granted to the Town pursuant to Section 1 of the Purchase and Sale Agreement; provided, however, that nothing in this License Agreement shall be deemed as limiting the rights that the Town may have under G.L. c. 164, §34A, under any successor acts or amendments, or any other provision of law. The Town's rights herein shall be and remain a license. Neither this License Agreement nor any license granted hereunder shall constitute an assignment of any of rights Licensor may lawfully possess to use the public or private property at the location of Licensor's poles.
- 2.3 Nothing contained in this License Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole or other facilities not needed for Licensor's own service requirements; provided, however, that Licensor shall not remove or relocate any pole without first: a) giving the Town 30 days' advance notice of relocation or removal; and b) offering the Town the opportunity to purchase any such pole at a fair and reasonable price.
- 2.4 Nothing contained in this License Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into with others not parties to this Agreement regarding the poles covered by this Agreement, nor shall any provision in this License Agreement be construed as limiting the rights that the Town may have with respect to public ways or municipal easements. The rights of the Town shall at all times be subject to any such existing agreement(s) or arrangement(s) between Licensor and any Joint Owner(s) or Joint User(s) of Licensor's poles, except as specified herein.

**ARTICLE 3
FEES AND CHARGES**

- 3.1 The Town agrees to pay to Licensor the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX I, attached hereto and

made a part hereof, subject however to the terms of Section 8 of the Purchase and Sale Agreement, in which the Town reserves the right to challenge the right of the Licensor or Joint Owners to impose fees for pole attachments. The Town further agrees to pay such other fees as may be agreed to by the parties, regarding any other work that the Town may request the Licensor to perform in connection with the Town's operation, maintenance or repair of its street lighting system.

- 3.2 Nonpayment of any amount due under this Agreement shall constitute a default of this agreement and shall subject the parties to the rights and obligations set forth in Article 10 of this Agreement with respect to any such default; provided, however, that in the event of nonpayment the Licensor shall give notice of any intent to invoke its rights to terminate, and the Town shall have the right to cure any default by making payment within 30 days of such notice.
- 3.3 Licensor may change the amount of fees and charges specified in APPENDIX I by giving the Town not less than sixty (60) days' written notice prior to the date the change is to become effective. The Licensor will negotiate in good faith with the Town regarding such changes. Notwithstanding any other provision of this Agreement, the Town may terminate this License Agreement at the end of such sixty-day notice period if the change in fees and charges is not acceptable to the Town, provided the Town gives Licensor written notice of its election to terminate this Agreement at least thirty (30) days prior to the end of such sixty-day period. If the Town so terminates, it shall remove all of the Town's Facilities in the manner set forth in Article 10 of this License Agreement. If the Town does not so terminate, Licensor's written notice of change shall constitute the Agreement of the Parties with respect to fees and charges, subject to the outcome of any timely request for judicial or regulatory review, if any, by the Town.

ARTICLE 4 OTHER PAYMENT

- 4.1 Town shall issue a purchase order to the Licensor in advance for any performance by Licensor of any Field Survey or Make-Ready Work required in an amount specified by Licensor sufficient to cover the direct and related indirect costs incurred by Licensor to complete the required Field Survey or Make-Ready Work. Payment shall be in accordance with Article 3.

ARTICLE 5 SPECIFICATIONS

- 5.1 The Town's Facilities shall be placed and maintained in accordance with the applicable requirements and specifications of the latest editions of the Verizon Manual of Construction Procedures (Blue Book), Electric Company Standards, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and the rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply. Notwithstanding the foregoing paragraph, to the extent placement of Facilities purchased by the Town shall not conform with such specifications, the Town shall not be obligated to relocate or otherwise replace them except as expressly required pursuant to this Agreement or the Purchase and Sale Agreement of even date.
- 5.2 For Attachments that are purchased and installed after the date of execution of the Purchase and Sale Agreement ("Additional Facilities"), if any part of such Additional Facilities are not placed and maintained in accordance with the codes, regulations and laws specified in Section 5.1 above, and such failure was not caused by Licensor, after ten (10) days' prior written notice to the Town and in addition to any other remedies Licensor may have hereunder, the Licensor may remove such Additional Facilities from any or all of the Licensor's poles or perform such other work and take such other action in connection with said Facilities, only to the extent that Licensor deems reasonably necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations. Such relocation work shall be at the cost and expense of the Town provided, however, that when in the sole reasonable judgment of the Licensor such a condition constitutes an emergency, Licensor may take such action without prior notice to the Town.
- 5.3 As described in APPENDIX III, Form G, the Town shall place identification tags on those of the Town's Facilities located on Licensor's poles that are added after the effective date of this Agreement. Licensor, in its sole determination, has the right to approve all identification tags that are different than those described in APPENDIX III, Form G. Licensor reserves the right to require the Town to place identification tags on the Town's equipment located on Licensor's poles that existed at the effective date of this Agreement if circumstances arise, in Licensor's good faith judgment, pose a safety risk to persons or to Licensor's equipment. If Licensor determines that it is necessary to affix identification tags on the Town's equipment that can be accessed only by a bucket truck, the Town agrees to affix identification tags in the course of performing any maintenance or other work on such equipment. The Town shall have a reasonable time to comply with these tagging requirements.

**ARTICLE 6
LEGAL REQUIREMENTS**

- 6.1 The Town shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain the Town's Facilities on public and private property at the location of Licensor's poles which the Town uses and shall submit to Licensor evidence of such authorization before placing the Town's Facilities on such public and/or private property. The Parties acknowledge that the Town does not need any authorization to place or maintain the Town's facilities on Town land, easements, or rights of way, and that the Licensor shall only require evidence of authorization in those instances in which Town Facilities are placed on private land or land held by a public entity other than the Town.
- 6.2 The parties hereto shall at all times observe and comply with, and the provisions of this License Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this License Agreement, so long as such laws, ordinances or regulations remain in effect.
- 6.3 No license granted under this License Agreement shall extend to any of Licensor's poles where the placement of the Town's Facilities would result in a forfeiture of the rights of Licensor or Joint Users to occupy the property on which such poles are located, except to the extent Licensor's poles are dedicated to the Town's exclusive use. If placement of the Town's Facilities would result in a forfeiture of the rights of Licensor or Joint Users, or both, to occupy such property, the Town agrees to remove its Facilities forthwith, provided that the Town's Facilities are added after the effective date of this License Agreement; and the Town agrees to pay Licensor or Joint Users, or both, all losses, damages, and costs incurred as a result thereof. Nor will any license granted hereunder extend to any of the Licensor's poles where the placement of equipment granted by such license precludes or interferes with the use of the Town's Facilities, including any new Town Facilities installed prior to the date of such third-party license.
- 6.4 The execution of this Agreement and the payment of License Fees shall not be used by any party as evidence that the space which the Licensee occupies hereunder is either "usable space" or not usable space.

**ARTICLE 7
ISSUANCE OF LICENSES**

- 7.1 Before the Town shall make any new Attachments or relocate any existing Attachments on any pole, the Town shall make application for and have received a license therefore in the form of APPENDIX III, Forms A-1 and A-2. For all of the Town's Facilities purchased as part of the Purchase and Sale Agreement, the

Licensor shall issue a license to the Town as of the date of execution of this License Agreement.

- 7.2 The Town agrees to limit the filing of applications for pole attachment licenses to include not more than 200 poles on any one application and 2,000 poles on all applications which are pending approval by Licensor at any one time. Town Facilities purchased as part of the Purchase and Sale Agreement shall not be counted for purposes of this paragraph 7.2.

ARTICLE 8 POLE MAKE-READY WORK

- 8.1 The Licensor, at its reasonably-exercised discretion, may require a Field Survey for each pole on which the Town proposes relocating, materially altering, or replacing the Town's Facilities, or on which the Town proposes to locate new Attachments after the effective date of this License Agreement, to determine the adequacy of the pole to accommodate the Town's Facilities. Notwithstanding the foregoing, replacing Facilities with equipment of comparable style and size shall not require a Field Survey. The Field Survey will be performed jointly by representatives of Licensor, Joint Owner and/or Joint User and the Town, at the cost of the Town at Licensor's direct and related indirect cost for performing such work.
- 8.2 Licensor reserves the reasonable right to refuse to grant a license for attachment to a pole when Licensor determines that the space on such pole is required for its exclusive use or that the pole may not reasonably be rearranged or replaced to accommodate the Town's Facilities.
- 8.3 In the event Licensor determines that a pole on which the Town proposes relocating, materially altering, or replacing its Facilities, or installing new Town Facilities after the date of this License Agreement, is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Town's Facilities in accordance with the specifications set forth in Article 5, Licensor will indicate on the Authorization for Pole Make-Ready Work (APPENDIX III, Form B2) the cost of the required Make-Ready Work and return it to the Town.
- 8.4 Any required Make-Ready Work will be performed following receipt by Licensor of completed Form B2. The Town shall pay Licensor for all Make-Ready Work completed in accordance with the provisions of Article 4 and APPENDIX I, and shall also reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging such facilities to accommodate the Town's Facilities. The Town shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for rearrangement of Facilities on Licensor's poles by reason of the use by the Licensor or other authorized user(s) of any additional space resulting from such replacement or rearrangement.

- 8.5 Should Licensor reasonably need to attach additional equipment to any of Licensor's poles to which the Town is attached, the Town will either rearrange the Town's Facilities on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor may be attached, provided that the rearrangement on the existing pole or transfer to a replacement pole shall not interfere with the Town's provision of adequate street and area lighting at the location in question. The rearrangement or transfer of the Town's Facilities will be made at the Town's sole expense. If the Town does not rearrange or transfer its attachments within fifteen (15) days of receipt of written notice from Licensor requesting such rearrangement or transfer, Licensor or Joint User may perform or have performed such rearrangement or transfer and the Town agrees to pay Licensor's direct and related indirect costs thereof.
- 8.6 Licensor, when it reasonably deems an emergency to exist, may rearrange, transfer or remove the Town's Facilities to Licensor's poles, and without any liability on the part of the Licensor for damage or injury to the Town's Facilities, except to the extent that such emergency is the result of the Licensor's negligence or failure to act in accord with good utility practice
- 8.7 License applications received by Licensor from the Town and from any other existing or potential licensees for Attachment accommodations on the same pole, prior to the commencement of any Field Survey or Make-Ready Work required to accommodate any licensee, will be processed by Licensor in accordance with the procedures detailed in APPENDIX II attached hereto.
- 8.8 In performing all Make-Ready Work to accommodate the Town's Facilities, Licensor will make its best efforts to complete such work in its normal workload schedule as soon as reasonably possible.

ARTICLE 9 CONSTRUCTION AND MAINTENANCE OF ATTACHMENTS

- 9.1 Subject to the terms of the Purchase and Sale Agreement, the Town shall, at its own expense, construct and maintain the Town's Facilities on Licensor's poles in a safe condition and in a manner reasonably acceptable to Licensor, so as not to substantially conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically or otherwise interfere with Licensor's facilities attached thereon. In the event that the Town may hire the Licensor to maintain the Town's Facilities, it will be the obligation of the Licensor to maintain the Town's Facilities in a safe condition.
- 9.2 In the event that the Town relocates, materially alters, or replaces its Facilities or installs new Town Facilities, Licensor shall specify the point of Attachment on each of Licensor's poles to be occupied by the Town's Facilities.
- 9.3 The Town shall obtain specific written authorization from Licensor before relocating or materially altering the Town's Facilities. Replacement with equipment of the same type, size and kind shall not be considered a material alteration.

- 9.4 All tree trimming made necessary, in the opinion of the Licensor, by reason of the Town's desired relocation or material alteration of the Town's Facilities, shall be performed by the Town, or by its contractors approved by Licensor, such approval not to be unreasonably withheld, at the sole cost, expense and direction of the Town, provided, however, that the Town shall obtain any necessary permission from the owners of any trees prior to trimming.

ARTICLE 10 TERMINATION OF LICENSE AND LICENSE AGREEMENT

- 10.1 Any license issued under this License Agreement shall automatically terminate when the Town ceases to have authority to construct, operate and/or maintain the Town's Facilities on the public or private property at the location of the particular pole covered by the license or if Licensor ceases to have such authority with respect to Licensor's poles.
- 10.2 The Town may at any time remove the Town's Facilities from a pole after first giving Licensor prior written notice of such removal (APPENDIX III, Form D). Following such removal, no Attachment shall again be made to such pole until the Town shall have first complied with all of the provisions of this License Agreement as though no such attachment had previously been made. The removal and replacement of Town Facilities shall not be considered a removal subject to the preceding sentence if the location at which such Facilities are attached is left vacant for a period of 60 days or less, or if within said 60 days the Town provides notice to the Licensor that it intends to promptly replace, within a specified period of time, any equipment that has been removed.
- 10.3 If the Town shall fail to comply with any of the material terms or conditions of this License Agreement so that the Town is in substantial breach of its obligations under this License Agreement, or if the Town's Facilities are maintained or used in violation of law, and the Town shall fail within thirty (30) days after written notice from Licensor to correct such material default or noncompliance, or for a material default which by its nature is not capable of being cured within said thirty (30) days, if the Town shall fail to diligently continue to correct such material default, Licensor may at its option terminate this License Agreement. In such circumstances, Licensor may exercise its reasonable discretion to terminate the authorizations covering the poles as to which such material default or noncompliance shall have occurred, or, if the Licensor reasonably deems necessary, all authorizations granted hereunder.
- 10.4 If an insurance carrier shall at any time notify Licensor that the policy or policies of insurance, required under Article 14 hereof, will be canceled or changed so that the requirements of Article 14 will no longer be satisfied, then this License Agreement shall terminate as of the effective date of such cancellation or change, unless prior to the effective date thereof the Town shall furnish to Licensor new certificates of insurance including insurance coverage in accordance with the provisions of Article 14 hereof.

- 10.5 In the event of termination of this License Agreement, the Town shall within thirty (30) days submit a plan and schedule to Licensor under which the Town will remove the Town's Facilities from Licensor's poles within six (6) months from date of termination, at its expense, if required by law to do so, unless the Town and Licensor mutually agree to an alternative to removal. The Town shall be liable for and shall pay all fees pursuant to the terms of this License Agreement to Licensor until the Town's Facilities are removed from Licensor's poles. If the Town fails to remove the Town's Facilities within such period, and the Licensor is authorized to do so by law, the Licensor may remove such Facilities, and if authorized to do so by law, may charge the Town for the reasonable cost of such removal.
- 10.6 Upon termination of the License Agreement as set forth in Article 10, if the Town does not remove the Town's Facilities from Licensor's poles within the applicable time periods specified in this License Agreement, Licensor shall have the right to remove them at the reasonable expense of the Town and without any liability on the part of Licensor to the Town therefore except to the extent that Licensor acts negligently; and the Town shall be liable for and shall pay all fees pursuant to the terms of this License Agreement to Licensor until such Attachments are removed.

ARTICLE 11 INSPECTIONS OF THE TOWN'S ATTACHMENTS

- 11.1 Licensor reserves the right to make periodic inspections of any part of the Town's Facilities attached to Licensor's poles.
- 11.2 Licensor will give the Town advance written notice of such inspections, except in those instances where, in the sole reasonable judgment of Licensor, safety or emergencies justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to the Town.
- 11.3 The making of periodic inspections or the failure to do so shall not operate to relieve the Town of any responsibility, obligation or liability assumed under this License Agreement.
- 11.4 No act or failure to act by Licensor with regard to any unlicensed use by the Town shall be deemed as a ratification or the licensing of the unlicensed use, and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this License Agreement or otherwise.

**ARTICLE 12
UNAUTHORIZED ATTACHMENTS**

- 12.1 For any of the Town's Facilities attached after the effective date of this License Agreement, if any of the Town's Facilities shall be found attached to Licensor's poles for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this License Agreement (including termination) or otherwise, may impose a reasonable charge and require the Town to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unauthorized Attachment, a pole attachment application. If such application is not received by the Licensor within the specified time period, the Town shall remove its unauthorized attachment within fifteen (15) days of the final date for submitting the required application, or Licensor may remove the Town's Facilities without liability except to the extent that Licensor acts negligently, and the expense of such removal shall be borne by the Town.
- 12.2 For the purpose of determining the applicable charge, absent reasonable evidence to the contrary, provided Licensor was not solely responsible for making such unauthorized Attachment, the unauthorized Attachment shall be deemed as having existed since the date of the agreement first authorizing the attachment of the Town's Facilities, and the fees and charges specified in APPENDIX I and any applicable tariff approved by the DTE at the time the unauthorized Attachment is determined shall be applicable thereto and due and payable forthwith whether or not the Town is permitted to continue the pole Attachment.

**ARTICLE 13
LIABILITY AND DAMAGES**

- 13.1 Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. To the full extent provided by law, Licensor shall not be liable to the Town for any interruption of the Town's streetlight service or for interference with the operation of the Town's Facilities arising in any manner, except to the extent caused by: a) Licensor's breach of this License Agreement; b) Licensor's negligence; or c) due to Licensor's failure to properly perform maintenance of the Town's Facilities, when the Licensor is hired to perform such maintenance.
- 13.2 The Town shall exercise reasonable precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles. The Town shall be liable for any damages it causes to the facilities of Licensor and assumes all responsibility for any and all loss from such damage caused by the Town's employees, agents or contractors, other than the Licensor. The Town shall make an immediate report to Licensor and any other Joint User of the occurrence of any such damage and agrees to reimburse the respective parties for all reasonable costs incurred in making repairs.

- 13.3 Except as may be caused by the negligence of Licensor, or either of them, or by breach of the Licensor's obligations under this License Agreement, or by breach of any agreement with Licensor to maintain or repair the Town's Facilities or any relevant portion thereof, the Town shall to the full extent allowed by law, defend, indemnify and save harmless Licensor, or either of them, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with any of the Town's obligations under this License Agreement (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against Licensor, or either of them by reason of: a) any work or thing done upon the poles licensed hereunder or any part thereof performed by the Town or any of its agents, contractors, servants, or employees, other than Licensor; b) any use, occupation, condition, operation of said poles or any part thereof by the Town or any of its agents, contractors, servants, or employees, other than Licensor, to the extent that any harm, injury, or damages are proximately caused by the Town or its agents, contractors, servants or employees; c) any act or omission on the part of the Town or any of its agents, contractors, servants, or employees, except Licensor itself, for which Licensor may be found liable; d) any accident, injury (including but not limited to death) or damage to any person or property occurring upon said poles or any part thereof, arising out of any use of the pole by the Town or any of its agents, contractors, servants, or employees; e) any failure on the part of the Town to perform or comply with any of the covenants, agreements, terms or conditions contained in this License Agreement; f) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use of the poles by the Town or any of its agents, contractors, servants, employees; or by g) the erection, maintenance, presence, use, occupancy or removal of the Town's Facilities by the Town or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Licensor's poles.
- 13.4 The Licensor shall to the full extent allowed by law indemnify, save harmless and defend the Town from any and all claims and demands of whatever kind which are caused by Licensor's negligent maintenance of the Town's Facilities, or by any breach of obligations under this License Agreement.
- 13.5 The Town shall require all contractors performing work for or on the Town's Facilities to agree to the liability, indemnification, and damages provisions in this Article 13.0 for the benefit of Licensor.
- 13.6 Both the Town and the Licensor hereby waive any rights to recover from the other for punitive, exemplary or consequential damages arising out of a breach of obligations under this License Agreement.
- 13.7 The provisions of this Article shall survive the expiration or earlier termination of this License Agreement or any license issued thereunder.

**ARTICLE 14
INSURANCE**

- 14.1 The Town shall carry insurance issued by an insurance carrier reasonably satisfactory to Licensor to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article 13 preceding.
- 14.2 The amounts of such insurance, without deductibles:
- 14.2.1 against liability due to damage to property shall not be less than \$1,000,000 as to any one occurrence and \$1,000,000 aggregate; and
- 14.2.2 against liability due to injury to or death of persons shall be not less than \$3,000,000.00 as to any one person and \$3,000,000.00 as to any one occurrence.
- 14.3 The Town shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- 14.4 All insurance must be effective before Licensor will authorize the Town to place the Town's Facilities on any pole and shall remain in force until the Town's Facilities have been removed from all such poles.
- 14.5 The Town shall submit to Licensor certificates of insurance including renewal thereof shown as Form E of APPENDIX III hereto annexed, or such other form reasonably acceptable to Licensor, by each company insuring the Town to the effect that it has insured the Town for all liabilities of the Town covered by this License Agreement; and that such certificates will name the Licensor as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to the Town except after the giving of not less than 30 days' written notice to Licensor. The Town shall also notify and send copies to Licensor of any policies maintained under this Article 14.0 written on a "claims-made" basis.
- 14.6 The Town shall require all of its contractors hereunder to carry the same insurance type and amount as is required of the Town under this License Agreement.

**ARTICLE 15
AUTHORIZATION NOT EXCLUSIVE**

- 15.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to the Town. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this License Agreement, by contract or otherwise, to use any pole covered by this License

Agreement; provided, however, that such grant or renewal shall not unreasonably interfere with the rights granted to the Town hereunder.

ARTICLE 16 ASSIGNMENT OF RIGHTS

- 16.1 The Town shall not assign or transfer this License Agreement or any authorization granted hereunder without the prior written consent of Licensor, which consent shall not be unreasonably withheld.
- 16.2 In the event such consent or consents are granted by Licensor, then this License Agreement shall extend to and bind the successors and assigns of the parties hereto.
- 16.3 Pole space licensed to the Town hereunder is for the Town's use only, and the Town shall not lease, sublicense, share with, convey or resell such space or rights to others without the prior written consent of Licensor. Such consent shall not be unreasonably withheld by the Licensor, unless otherwise required by law, and may be contingent upon Licensor entering into a separate, mutually agreed upon license agreement with such third party. Notwithstanding the foregoing, the Town does not waive the right to contend that it has independent rights to lease or otherwise use or assign such pole space (and to exercise such lawful rights, if any) with or without the Licensor's consent, and the Licensor does not waive its position that the Town does not have such independent rights.
- 16.4 No contract between the Town and any other party regarding maintenance or repair of the Town's street lights and related equipment shall be considered an assignment or transfer under Article 16.1.

ARTICLE 17 FAILURE TO ENFORCE; WAIVER

- 17.1 Failure of Licensor or the Town to enforce or insist upon compliance with any of the terms or conditions of this License Agreement or to give notice or declare this License Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any other term or condition of this License Agreement, but the same shall be and remain at all times in full force and effect.
- 17.2 Nothing in this License Agreement shall be construed as a waiver of any of the Town's rights to regulate, issue permits or licenses, appeal to the DTE or other regulatory body or court, or take any other action as may be required, allowed or authorized by law.

**ARTICLE 18
TERM OF AGREEMENT**

- 18.1 Unless terminated in accordance with the provisions of this License Agreement, or the terms of the Purchase and Sale Agreement, this License Agreement shall remain in effect for five (5) years from the date hereof. This License Agreement shall renew automatically, unless either of the following occurs. The Town may notify the Licensor no later than 30 days prior to the start of the renewal period that it will not renew this License Agreement, or the Licensor may notify the Town that it has good cause to refuse to renew. The Licensor must renew unless, acting in good faith, it has good cause to fail to renew and Licensor provides the Town with written explanation of reasons for not renewing.
- 18.2 Termination of this License Agreement or any licenses issued hereunder shall not affect the Town's or Licensor's liabilities and obligations incurred hereunder prior to the effective date of such termination.

**ARTICLE 19
DISPUTE RESOLUTION**

- 19.1 In the event of a dispute between the Town and Licensor with respect to the scope or cost of any Field Survey, Make-Ready Work, or inspection, or to any other cost due under this License Agreement, the matters in dispute shall be referred to non-binding mediation at the request of Licensor and the Town. Such requests may be made anytime after 90 days from the date Licensor submits the disputed Field Survey or Make-Ready Work information to the Town, or within 90 days of the Town's receipt of any disputed bill or request for payment from the Licensor. All other disputes may be submitted to any court or regulatory authority of competent jurisdiction.
- 19.2 Licensor and the Town shall attempt in good faith to agree upon the mediator. Each Party shall bear its costs and expenses, except that the fees and expenses of the mediator shall be divided evenly between the Parties.
- 19.3 Referral of any matter to mediation shall be without prejudice to the Parties to avail themselves of all other remedies available under law or pursuant to the terms of this License Agreement.
- 19.4 Performance by the Parties under the terms of this License Agreement shall not be interrupted or delayed during any mediation except on the written agreement of the parties, but Licensor shall not invoke any termination rights it may have under Article 3.2 or unreasonably invoke any termination rights it may have under Article 10.3 during such time as any bona fide dispute is pending in mediation pursuant to Article 19.1 and Article 19.2.

**ARTICLE 20
NOTICES**

All written notices required under this License Agreement shall be given by posting the same in first class mail as follows:

To the Town: Town of Wayland
41 Cochituate Road
Wayland, MA 01778
Attn: Town Administrator

To Licensor: Eversource
One NSTAR Way
Customer Care, SUM SW 340
Westwood, MA 02090
Attn: Municipal Account Representative

**ARTICLE 21
MISCELLANEOUS**

- 21.1 The Parties have freely entered into this License Agreement and agree to each of its terms without reservation. This License Agreement, the Purchase and Sale Agreement, and any applicable terms of the S-2 tariff, or successor rate then in effect, together constitute the entire agreement between the Licensor and the Town, and all previous representations either oral or written are hereby annulled and superseded. This License Agreement shall inure to and be binding upon the Parties and their respective successors and assigns, may not be amended except by a writing signed by the Parties, and shall be governed by the laws of the Commonwealth of Massachusetts.
- 21.2 The provisions of this License Agreement are severable and should any provision of this License Agreement be determined by a court or regulatory body of competent jurisdiction to be invalid, the remainder of this License Agreement shall continue in full force and effect.
- 21.3 In the event of any conflict between the terms of this License Agreement and the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall prevail.
- 21.4 The Parties acknowledge that recitals set forth above are an integral part of this Agreement and shall have the same contractual significance as any other language.

In WITNESS WHEREOF, the parties hereto have executed this License Agreement in triplicate on the day and year first above written.

EVERSOURCE

By _____

Joseph R. Nolan, Jr.
Senior Vice President

Date of Execution: _____

TOWN OF WAYLAND

By _____

(Title)

Date of Execution: _____

(9) STONEBRIDGE

DATE: JUNE 6, 2016
TO: BOARD OF SELECTMEN
FROM: NAN BALMER, TOWN ADMINISTRATOR
RE: STONE BRIDGE SPEED LIMIT

BOARD ACTION:

VOTE TO SIGN SPECIAL SPEED LIMIT REGULATION NO. 945-B TO CHANGE SPEED LIMIT TO 30 MPH ON A .21 MILE STRETCH OF OF STONEBRIDGE ROAD

BACKGROUND:

On May 19th the Board of Selectmen received the attached response from State Traffic Engineer Neil Boudreau to the Board's request to the state dated March 19th.

The State Traffic Engineer authorized the Board to adopt the attached Special Speed Regulation for a .21 stretch of Stonebridge Road.

The Police Chief will explain the regulation during PUBLIC COMMENT at 7:00 pm.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Thomas J. Tinlin, Administrator



MA DOT RESPONSE
STONE BRIDGE RD

RECEIVED

MAY 23 2016

Board of Selectmen
Town of Wayland

May 19, 2016

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

Dear Board of Selectmen:

This is in response to the Town's request to lower the speed limit from 35 mph to 30 mph on a section of Stonebridge Road, which was forwarded to this office from our District 3 Office for a final review and resolution to this matter.

The Speed Control Unit of our Boston Office Regulations Section is in full agreement with the decision reached by our district office, in which they informed the Town in a July 24, 2014 letter that a reduction to 30 mph is not warranted on this section of Stonebridge Road. The data simply does not support it. However, although we are skeptical that posting a lower limit will have much of an effect on the prevailing speeds in this area, we also understand the resident's concerns as to the location of the 35 mph speed limit sign at the school bus stop near Oak Hill Road. Therefore MassDOT will agree to extend the 30 mph zone 0.12 miles westerly to include the horizontal curve and the intersections of Oak Hill Road and Old Stonebridge Road.

It is also our opinion that it may be beneficial that the town look into other traffic calming measures in addition to relocating the speed limit signs order to have an effect on motorist's speeds on Stonebridge Road. History and engineering experience has taught us over a span of many years that simply posting a lower speed limit has very little effect on the speed motorists choose to travel at on any given roadway. Motorists tend to drive at a speed that they feel comfortable at according to the conditions present on a roadway at a particular time regardless of what speed is posted, and it is a fairly safe assumption that the majority of the vehicles that travel on Stonebridge Road use this road on a daily basis, and therefore are quite familiar with the conditions. The data collected by the Town and by our district office revealed that nearly 98% of vehicles are travelling at a speed greater than 30 MPH, and 94% of motorists travel at a speed greater than 35mph. This indicates to us that this may be an enforcement issue, since many motorists either are not aware of what the posted speed limit is, or simply choose to ignore it. Consistent presence of enforcement officials has proven to be the most effective tool to temper motorist's speeds on a roadway such as Stonebridge Road.

In addition to enhanced enforcement, the town may want to consider installing a traffic calming treatment that in our opinion would be effective on this section of Stonebridge Road to remind and educate motorists of the posted speed limit. The installation of Radar Speed Feedback signs (RSFB) posted along with a speed limit sign in this area may be effective in lowering speeds by simultaneously "reminding" motorists of the speed limit, and displaying their travelling speed. This traffic calming tool, when installed properly, has shown positive results in several locations on various roadways throughout the Commonwealth, and revealed a reduction of the 85th percentile speed by as much as 5-6 mph.

Attached are two copies of Special Speed Regulation No. 945-B for the town way noted on the Regulation. Please have each copy of this Regulation signed by the Board of Selectmen, attested by the Town Clerk and returned to the Traffic Engineering and Safety section of the Massachusetts Department of Transportation's Highway Division, 10 Park Plaza, Room 7210, Boston, Massachusetts 02116-3973, for further processing.

Sincerely,



Neil E. Boudreau
State Traffic Engineer

RFW/
Cc: Dist 3 Traffic
Chief of Police



STONEBRIDGE:
SPECIAL SPEED REG
JUNE 2016

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

TOWN OF WAYLAND
SPECIAL SPEED REGULATION # 945-B

Highway Location: WAYLAND
Authority In Control: TOWN OF WAYLAND
Name of Highways: POTTER ROAD & STONEBRIDGE ROAD

In accordance with M.G.L. c. 90, § 18, the following Special Speed Regulation is

Hereby Adopted

by the Board of Selectmen

of the Town of Wayland

Special Speed Regulation 945, dated August 26, 1974 is hereby amended on Potter Road and Stonebridge Road as follows:

That the following speed limits are established at which motor vehicles may be operated in the areas described:

POTTER ROAD AND STONEBRIDGE ROAD- EASTBOUND

By striking out the clauses reading:

0.38 miles at 35 miles per hour
0.48 miles at 30 miles per hour

And inserting in place thereof:

0.26 miles at 35 miles per hour
0.60 miles at 30 miles per hour

STONEBRIDGE ROAD AND POTTER ROAD - WESTBOUND

By striking out the clauses reading

0.48 miles at 30 miles per hour
0.38 miles at 35 miles per hour ending at the Framingham Town Line.

And inserting in place thereof:

0.60 miles at 30 miles per hour
0.26 miles at 35 miles per hour ending at the Framingham Town Line.

Operation of a motor vehicle at a rate of speed in excess of these limits shall be prima facie evidence that such speed is greater than is reasonable and proper.

The provisions of this regulation shall not, however, abrogate M.G.L. c. 90, § 14

Date of Passage:

_____	_____
_____	_____

BOARD OF SELECTMEN

Attest _____
TOWN CLERK

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
SPECIAL SPEED REGULATION NO. 945-B

The Massachusetts Department of Transportation does hereby certify that this regulation is consistent with the public interest.

Standard signs must be erected at the beginning of each zone.

REGISTRY OF MOTOR VEHICLES
DIVISION

HIGHWAY DIVISION

BY: _____
Registrar

BY: _____
State Traffic Engineer

DATE:

BOS LETTER TO
MA DOT

3-21-16



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

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

BOARD OF SELECTMEN
LEA T. ANDERSON
MARY M. ANTES
CHERRY C. KARLSON
JOSEPH F. NOLAN

March 21, 2016

Mr. Jonathan Gulliver, Highway Director
Massachusetts Highway Department, District 3
403 Belmont Street
Worcester MA 01604

Dear Mr. Gulliver:

This is in response to your letter dated July 24, 2014, denying our request to lower the posted speed limit on a section of Stonebridge Road to 30 mph (from the current limit of 35 mph) based on the speed zone study. We believe there are additional important factors to consider, several of which represent information that was not available to you (or to us) at the time you made your decision. Most notably:

1. The section of road currently marked at 35 mph is only about 0.4 miles in length (with 30 mph being the limit on both ends). The difference in travel time saved is therefore only about 10 seconds.
2. Coming from Old Connecticut Path, the 35 mph limit starts at Oak Hill Road. Several years ago our school officials determined that Oak Hill Road (appropriately named) is too dangerous for school buses, so all the children from that development now congregate at the corner of Oak Hill Road and Stonebridge for the school bus. Thus, the 35 mph speed limit begins where there is a busy school bus stop.
3. The section currently marked at 35 mph includes a steep hill and curves. Several "habitat for humanity" homes have been constructed on it and the driveway for those homes is on a section of that blind and steep curve.
4. Residents are very upset about this situation. At a Special Town Meeting held on February 11, 2016, residents introduced a petitioners' article with three separate motions. One of which would have required that we petition the General Court to introduce a special act lowering the speed limit. The motion was defeated (cooler heads prevailed), but only by a narrow margin. The residents have also sought to have up to five speed bumps installed on the road.

5. Three years ago, residents complained that traffic on Stonebridge was going too fast. In investigating it, it was discovered that the road was missing several signs and it was corrected by posting new signs in the designated places showing the 35 mph section.
6. Needless to say, residents were incensed because they thought this section of road was a 30 mile per hour zone. In many residents' minds, they believed the speed limit had been raised to 35 miles per hour. The school's decision to stop having a bus stop in the Oak Hill Road development has made a bad situation much worse.
7. On February 17th and 22nd of this year, two new speed distribution counts were collected by the Wayland Police Department. Although not within the 7 miles per hour less than the 85th percentile guideline, these numbers show a reduction of the 85th percentile speed from similar studies done in 2014. One speed count showed an 85th percentile speed of 38 miles per hour.

We understand that MassDOT needs to use a simple and straightforward approach to making such decisions that effectively balance the rights of residents with the rights of "passers through." In this particular case, we now believe even more strongly that lowering the speed limit on this section of road to 30 mph is the right decision and ask that you permit us to do so.

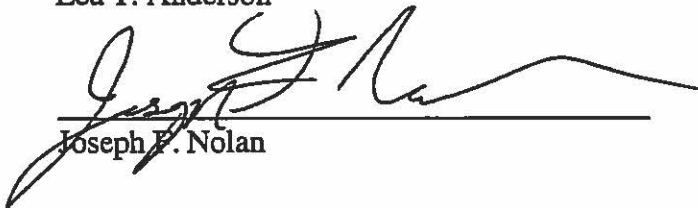
Respectfully,

Board of Selectmen


Cherry C. Karlson, Chair


Mary M. Antes, Vice Chair


Lea T. Anderson


Joseph F. Nolan

DATE: JUNE 6, 2016
TO: BOARD OF SELECTMEN
FROM: NAN BALMER, TOWN ADMINISTRATOR
RE: SPRING 2017 ANNUAL TOWN MEETING DATE

On May 23, the Board received the attached information regarding setting a date for Annual Town Meeting.

Selectmen requested the additional information as follows:

1. Input from Finance Director:

Finance Director believes there is no need for additional time to prepare for Town meeting and has a personal preference for an earlier date.

2. Capacity of Middle School and High School Gyms:

From Fire Chief:

The capacity of any space is set by the Building Commissioner and because the Fire Department operates 24/7 we are often called upon when there is an issue or a complaint. There is a formula that is used to calculate the capacity and that formula uses a combination of square feet and number of emergency exits. We have had times where we have had to drop the capacity of some spaces temporarily due to blocked or non-working emergency exits, the most recent was the town pool. The following large spaces and the posted capacity are listed below.

High School – Field House 1,875 (Seating 1660, per Facilities Director)

High School - Auditorium 604

Middle School - Cafeteria 315

Middle School - Auditorium 600

Facilities Director agrees adding - Middle School Gymnasium – seating 650



DATE: May 23, 2016
TO: BOARD OF SELECTMEN
FROM: NAN BALMER, TOWN ADMINISTRATOR
RE: SPRING 2017 ANNUAL TOWN MEETING DATE

Current Constraints on Setting the First Day of 2017 Annual Town Meeting

- | | |
|--|--|
| 1. Monday, Tuesday April 10, 11 | 1 st and 2 nd Nights of Passover |
| 2. Friday April 14 | Good Friday |
| 3. Sunday, Monday April 16, 17 | 7 th and 8 th Night of Passover |
| 4. Sunday April 16 | Easter / Greek Orthodox Easter |
| 5. Saturday April 15 – Sunday April 23 | School Vacation Week |
| 6. Tues – Tues May 2 thru 9 | School AP Exams in HS Field House |
| 7. Sunday May 14 | Mother’s Day |

These dates effectively limit Town Meeting to the first week in April and first and second weeks in May.

Possible 2017 Annual Town Election and Meeting Schedule

- | | |
|---------------|---|
| 1. Election: | Tuesday March 28 |
| Town Meeting: | Mon, Tues, Thurs April 3, 4, 6 & Wed April 12 |
| 2. Election: | Tuesday March 28 |
| Town Meeting: | Sun, Mon April 2 and 3, & Wed, Thurs April 5, 6 |
| 3. Election: | Tuesday May 9 |
| Town Meeting: | Thurs May 11, Mon, Tues May 15, 16 & Thurs May 18 |

Possible 2017 Annual Town Election and Meeting Date, if held in Middle School Gym

- | | |
|---------------|--|
| 1. Election: | Tues April 25 |
| Town Meeting: | Thurs April 27, Mon, Tues May 1, 2 & Thurs May 4 |

Notes –1) In last 10 years, there were 2 ATM held on Sunday. April 29, 2007 and April 10, 2011. 2) Assumes Town election on Tuesday. 3) Middle School gym is available as an alternative location but will require cancellation of wellness classes for one week. 3) The Finance Committee came to no consensus about a preferred date for Annual Town Meeting.

Town code 36-1: The Annual Town meeting shall commence on a day between April 1 and May 15 inclusive ordered by the Selectmen. The election of Town officers and the determination of all matters placed on the official ballot at such election shall take place within seven days, but no fewer than two days, before the annual Town meeting. In addition to the warrant required by MGL c. 39, § 9A, the Selectmen shall cause notice of the time and place(s) of each annual and special Town meeting and each annual and special election (1) to be published in a newspaper of general circulation in Wayland no later than the date fixed by them for the closing of the warrant pursuant to § 36-3 below and (2) to be posted on the Town sign boards. Such notice shall be posted on the Town sign boards commencing at least two weeks prior to the election and Town meeting and shall remain posted until the election is held and Town meeting is concluded.

2017 Calendar

2017 ATM CHOICES

January 2017							
Nº	S	M	T	W	T	F	S
1	1	2	3	4	5	6	7
2	8	9	10	11	12	13	14
3	15	16	17	18	19	20	21
4	22	23	24	25	26	27	28
5	29	30	31				

February 2017							
Nº	S	M	T	W	T	F	S
5				1	2	3	4
6	5	6	7	8	9	10	11
7	12	13	14	15	16	17	18
8	19	20	21	22	23	24	25
9	26	27	28				

March 2017							
Nº	S	M	T	W	T	F	S
9				1	2	3	4
10	5	6	7	8	9	10	11
11	12	13	14	15	16	17	18
12	19	20	21	22	23	24	25
13	26	27	28	29	30	31	

April 2017							
Nº	S	M	T	W	T	F	S
13							1
14	2	3	4	5	6	7	8
15	9	10	11	12	13	14	15
16	16	17	18	19	20	21	22
17	23	24	25	26	27	28	29
18	30						

May 2017							
Nº	S	M	T	W	T	F	S
18		1	2	3	4	5	6
19	7	8	9	10	11	12	13
20	14	15	16	17	18	19	20
21	21	22	23	24	25	26	27
22	28	29	30	31			

June 2017							
Nº	S	M	T	W	T	F	S
22					1	2	3
23	4	5	6	7	8	9	10
24	11	12	13	14	15	16	17
25	18	19	20	21	22	23	24
26	25	26	27	28	29	30	

July 2017							
Nº	S	M	T	W	T	F	S
26							1
27	2	3	4	5	6	7	8
28	9	10	11	12	13	14	15
29	16	17	18	19	20	21	22
30	23	24	25	26	27	28	29
31	30	31					

August 2017							
Nº	S	M	T	W	T	F	S
31			1	2	3	4	5
32	6	7	8	9	10	11	12
33	13	14	15	16	17	18	19
34	20	21	22	23	24	25	26
35	27	28	29	30	31		

September 2017							
Nº	S	M	T	W	T	F	S
35						1	2
36	3	4	5	6	7	8	9
37	10	11	12	13	14	15	16
38	17	18	19	20	21	22	23
39	24	25	26	27	28	29	30

October 2017							
Nº	S	M	T	W	T	F	S
40	1	2	3	4	5	6	7
41	8	9	10	11	12	13	14
42	15	16	17	18	19	20	21
43	22	23	24	25	26	27	28
44	29	30	31				

November 2017							
Nº	S	M	T	W	T	F	S
44				1	2	3	4
45	5	6	7	8	9	10	11
46	12	13	14	15	16	17	18
47	19	20	21	22	23	24	25
48	26	27	28	29	30		

December 2017							
Nº	S	M	T	W	T	F	S
48						1	2
49	3	4	5	6	7	8	9
50	10	11	12	13	14	15	16
51	17	18	19	20	21	22	23
52	24	25	26	27	28	29	30
1	31						

1) E: 3/28, TM: 4/3, 4/4, 4/6, 4/12
 2) E: 3/28, TM: 4/2, 4/3, 4/5, 4/6

3) E: 5/9, TM: 5/11, 5/15, 5/16, 5/18
 4) E: 4/25, TM: 4/27, 5/1, 5/2, 5/4

UPDATE:
COUNCIL ON AGING/COMMUNITY CENTER
ADVISORY COMMITTEE
DRAFT 6-2-16

At its June xx, 2016 meeting, the Board of Selectmen continued the Council on Aging/Community Center (CoA/CC) Advisory Committee's charge to demonstrate our

- Commitment to provide quality, functional space for our CoA population in accordance with state requirements and recommendations.
- Recognition that there is demand for additional meeting/function space for Recreation programs and community events.
- Desire to bring a municipal function to the municipal parcel at Town Center as visioned in the 2006 Development Agreement.

The Board of Selectmen (BoS) first established the CoA/CC in November 2014. The charge has been updated and revised following the completion of each stage of the project using feedback from Town Meeting.

The first charge to the committee was to provide a recommendation to the BoS about acquiring the municipal parcel, the need for a CoA/CC and to bring/prepare the articles for 2015 ATM. *[Put original charge online.]*

ATM 2015 Article 25 Acquire Municipal Parcel Failed; vote 148-80
[required 2/3 quantum of vote to pass]
ATM 2015 Article 26 Fund Due Diligence and Feasibility Design Passed; vote 268-140

The Board of Selectmen reestablished the committee on May 11, 2015 with a revised charge for the purpose of completing the work authorized at the April 2015 ATM under Article 26. *[Keep charge online.]* The Committee's work included: conducting a review of site conditions including environmental site assessments, identifying permitting needs, confirming program requirements, and creating conceptual and schematic designs for a facility on the proposed municipal pad at Town Center.

Based on its work, the Committee recommended an article to the BoS for a STM November 2015 vote to acquire the municipal parcel.

STM Nov 2015 Article 3 Acquire Municipal Parcel Passed; vote 395-163

The Committee continued its work to complete the request of ATM 2015 Article 26 to continue program development and to prepare for an ATM 2016 funding request for design, construction and bidding documents.

ATM 2016 Article 21 Appropriate Funds Thru Bidding Failed; vote 165-115
[required 2/3 quantum of vote to pass]

Several important community deadlines are quickly approaching and will influence the size and location of a potential Center:

- River's Edge bids are due June 21, 2016
- Library project will select a location selected in August 2016
- WRAP final report is due *Date*

The Board of Selectmen needs to complete its work to obtain control of the municipal parcel (approximately 4 acres per verbal agreement) including the additional due diligence environmental work required by 2015 ATM. This is a high priority for the Board.

Concurrently, items remain to be completed from the May 2015 charge and the CoA/CC committee should continue its advisory work to the Board of Selectmen including but not limited to the following:

- **Project phasing:** consider phasing the project – what can be achieved with the existing building versus the full build out concept plan; identify approximate cost differential
- **Comparative analysis:** develop comparative analysis of other communities' CoA/CC type facilities; better define for Wayland what this function will look like
- **Formal Public Green:** develop advisory concept plans to relocate the formal public green in a manner consistent with the requirements of the Master Special Permit
- **Conservation:** continue to work with the Conservation Commission to understand the environmental requirements/limitations on the proposed 4 acre municipal parcel; including site restrictions (e.g. wetlands, river)
- **Website management:** make the CoA/CC documents on the town web site more easily accessible through better organization and labeling
- **WRAP:** provide the BoS feedback and analysis on the final WRAP report as it relates to locating a CoA/CC facility
- **Make recommendation to BoS on timing and content of next town meeting article**
- **Prepare project for transition to PMBC; recommendation on timing of hiring an OPM and design firm to create conceptual and schematic designs (per May 2015 charge)**

This work should be completed in time to inform the budget/capital plan for FY2018 and, if appropriate, for an article to be presented at 2017 ATM. After fulfillment of this charge, the Committee will provide a final report to the BoS, which summarizes the Committee's work, recommendations and outcomes, after which the Committee will be disbanded no later than June 30, 2017.

Expenditure of town meeting approved funds to be approved by the BoS after recommendation, review and approval by the Committee.

All environmental contracts and work will be managed through the Public Buildings Director.

The Committee is comprised of seven (7) voting members appointed by and serving at the pleasure of the Board of Selectmen, one each from the Council on Aging and the Recreation Commission (member or designee), and five residents of the Town. Some of the appointments will be based on professional, volunteer or vocational expertise with preference given to citizens possessing experience in any one of the following areas: conservation requirements, environmental regulations, community centers, building/construction, project management, construction law, building design and construction. Appointments should reflect various town demographics.

The Town Administrator, Council on Aging Director, Recreation Director, and Public Buildings Director will serve as ex-officio non-voting members of the Committee.

Council on Aging/Community Center Advisory Committee

Contact: Nan Balmer, 508-358-7755

Meeting Agendas:

Meeting Minutes

Additional Links:

ANR (Approval Not Required) Plan of Land Showing Proposed Lease/Acquisition Area, February 2015

Powerpoint Presentation, June 2014, Municipal Planning

Phase I Environmental Site Assessment, CMG Environmental, July 21, 2015

List of Acronyms and Abbreviations used in July 21 Phase I ESA Report

Proposals Received for On-Call Landscape Architecture, Land Use, Urban Design

Soil Sampling Addendum to July 21, 2015 Phase I ESA Municipal Parcel Portion of the Wayland Town Center

ANR (Approval Not Required) Plan of Land Showing Proposed Lease/Acquisition Area, July 2015

Public Information Forum, Town Municipal Parcel, "What's Your Vision?," October 22, 2015

Additional Soil Sampling Options

AUL (Activity Use Limitation) History

AUL (Activity Use Limitation) Deed Restriction

Site Location

Summary of Findings, McClure Engineering, October 29, 2015, Feasibility Assessment of Siting a Proposed Annex to the Existing Building on Municipal Pad

Frequently Asked Questions, Article 3, Acquire Municipal Parcel in Town Center

Structural Review of the Unfinished Daycare Building at Town Center, by Testa Engineering, November 9, 2015

Draft Submissions to Town Boards

Community Center Program

Name

Steven J. Correia
P. Jean Milburn
Marylynn Gentry
Mark H. Foreman
Carol Glick
Frank Krasin
William Sterling
Nan Balmer, Town Administrator
Ben Keefe, Public Buildings Director
Julie Secord, Council on Aging Director
Jessica Brodie, Recreation Director

Representing

Member at Large
Member at Large
Member at Large
Member at Large
Member at Large
Recreation Commission
Council on Aging
Ex Officio
Ex Officio
Ex Officio
Ex Officio

The Council on Aging/Community Center (CoA/CC) Advisory Committee was established by the Board of Selectmen (BoS) on May 11, 2015 for the purpose of completing the work authorized at the April 2015 Annual Town Meeting under Article 26. The Committee's work includes: conducting a review of site conditions including environmental site assessments, identifying permitting needs, confirming program requirements, and creating conceptual and schematic designs for a facility on the proposed municipal pad at Town Center.

The responsibilities of the Committee include, but are not limited to, the following:

Phase I:

1. For the proposed Municipal Pad and CoA/CC proposal, identify permitting needs, environmental constraints and required testing, and site restrictions to ascertain the probability of conforming to those requirements;
2. Undertake required due diligence to assess the environmental site conditions at the proposed Municipal Pad for the purpose of acquisition and construction;
3. Evaluate the quality of the existing building and its capacity to meet program requirements;
4. Confirm program requirements for a Council on Aging / Community Center. Determine the capacity of the proposed Municipal Parcel to satisfy the program requirements;
5. Consider alternate municipally owned locations for the proposed CoA/CC.
6. a public forum to present the project status and proposal, receive community input and discuss potential recommendations. Meet with other boards/committees as necessary.
7. Make a recommendation to the BoS on the viability and suitability of the existing building for a CoA/CC.

Phase II:

1. Prepare space programming for a CoA/CC.
2. Create conceptual and schematic designs for a CoA/CC.
3. Conduct a public forum to present the project status and proposal, receive community input and discuss potential recommendations. Meet with other boards/committees as necessary.
4. Make a recommendation to the BoS on whether to pursue the project and request funds for the next stages.
5. At the request of the BoS, prepare a draft warrant article seeking further study and detailed design funding.

Working together, the Committee and the Public Buildings Director will determine the suitability of this parcel and the viability of this project including identifying the highest and best use for the parcel. The Board of Selectmen will consider all information from Phase I to decide whether to acquire the municipal parcel.

After fulfillment of this charge, the Committee will provide a final report to the BoS which summarizes the Committee's work and outcomes, after which the Committee will be disbanded or its charge will be revised.

Expenditure of town meeting approved funds to be approved by the BoS after recommendation, review and approval by the Committee.

The Committee is comprised of seven (7) voting members appointed by and serving at the pleasure of the Board of Selectmen, one each from the Council on Aging and the Recreation Commission (member or designee), and five residents of the Town. Some of the appointments will be based on professional, volunteer or vocational expertise with preference given to citizens possessing experience in any one of the following areas: conservation requirements, environmental regulations, community centers, building/construction, project management, construction law, building design and construction. Appointments should reflect various town demographics. All terms expire upon the final recommendation and report of the Committee at Town Meeting. (Anticipated to be 2016 Annual Town Meeting)

The Town Administrator, Council on Aging Director, Recreation Director, and Public Buildings Director will serve as ex-officio non-voting members of the Committee.

Balmer, Nan

Subject: FW: Draft CoA/CC update

From: Doucette, Elizabeth
Sent: Friday, June 03, 2016 9:03 AM
To: Balmer, Nan
Cc: Keefe, Ben
Subject: RE: Draft CoA/CC update

Nan,

With Ben's help, the following is an accounting of the COA CC account:

\$121,311.19	Munis Balance
-20,800.00	Tighe & Bond Design services provided – not yet invoiced
-23,000.00	PCB Testing planned
<u>- 5,000.00</u>	Tighe & Bond Alternative Analysis planned
\$ 72,511.19	Available balance, assuming commitment to above-mentioned planned services



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

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

BOARD OF SELECTMEN
LEA T. ANDERSON
MARY M. ANTES
LOUIS M. JURIST
CHERRY C. KARLSON
JOSEPH F. NOLAN

Board of Selectmen Meeting Minutes May 23, 2016

Attendance: Lea T. Anderson, Mary M. Antes, Louis M. Jurist (arrived 8:02 p.m.), Cherry C. Karlson, Joseph F. Nolan

Also Present: Town Administrator Nan Balmer

A1. Call to Order by Chair Chair C. Karlson called the meeting of the Board of Selectmen to order at 7:03 p.m. in the Selectmen's Meeting Room of the Wayland Town Building and noted the meeting will likely be broadcast and videotaped for later broadcast by WayCAM. L. Anderson said the Moderator's Forum will be held on May 26 at 7:30 p.m. J. Nolan reviewed the Memorial Day events scheduled for Monday, May 30.

A2. Public Comment Richard Turner, 7 Nob Hill Road, thanked the Girl Scouts for placing the flags on the graves of veterans for Memorial Day. He expressed frustration that the town's email system had been changed without notifying all the users. C. Karlson noted that other volunteers had contacted her with the same concerns regarding the change to the email system.

A3. Interview for Appointment to the Zoning Board of Appeals Jason Drori and Jonathan Sachs appeared before the Board to interview for an appointment to the Zoning Board of Appeals. They reviewed their backgrounds and interest in serving on the board. The Board discussed the ability to read building plans, the time commitment, and the issue of the parcels around Dudley Pond. C. Karlson noted the importance of consistent attendance and the ability to draft opinions. M. Antes moved, seconded by J. Nolan, to appoint Jonathan M. Sachs to the Zoning Board of Appeals, effective immediately, for a term to expire on June 30, 2018. YEA: L. Anderson, M. Antes, C. Karlson, J. Nolan. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0. C. Karlson said she will contact J. Drori to discuss the potential of applying for another board or committee position.

A4. Discuss Annual Committee Appointment Process and Schedule The Board reviewed the annual committee appointment process and the list of reappointments. The Board agreed to interview the applicants for reappointment to the Conservation Commission, Finance Committee, Personnel Board and Zoning Board of Appeals over the next few weeks.

A7. Review and Vote to Approve the Minutes of April 19, 2016, May 2, 2016, and May 16, 2016 J. Nolan moved, seconded by L. Anderson, to approve the minutes as amended of April 19, 2016, May 2, 2016, and May 16, 2016. YEA: L. Anderson, M. Antes, C. Karlson, J. Nolan. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0. C. Karlson said that in the future, the review and approval of executive session minutes will be added when a regular executive session is scheduled.

A11. Review Correspondence (See Separate Index Sheet) The Board reviewed the week's correspondence. L. Anderson provided background on the letter from Edward Bouquillon, the Superintendent-Director of Minuteman. She said the letter was written in response to the rejection of the bonding for the new school by the Town of Belmont; Minuteman is requesting that the MSBA issue a 180-day extension to work with Belmont to take another vote. Failing that, there will be a call for a district-wide vote. C. Karlson noted the memorandum distributed that night from Dan Hill, member of the Wayland

Joint Affordable Housing Committee, regarding the responsibility for the monitoring of Chapter 40B projects.

A12. Report of the Town Administrator N. Balmer reported that a three-year contract was awarded to UniBank as a result of the RFP for the town's financial advisory services, noting that the final determination was based on cost. She said two contractors are in contention to provide operational review and recommendations to the Wastewater Management District Commission. She said Department Head evaluations and goal setting will be conducted during the month of June, a recommendation from the updated River's Edge RFP should be available at the Board meeting of August 15, and the Finance department heads agreed on a scope of work for the Collins Center study to begin in June. She advised the Board that the Conservation Administrator will be at their meeting of June 13 to provide a status report on the MWRA public access to the Weston Aqueduct. C. Karlson requested that he also provide an update on the conservation restriction on the trail easement at the Town Center. C. Karlson asked that a member of the Board be present at the Moderator's Forum on May 26 to address the issue of combining the forum with the Board of Selectmen Warrant Hearing in the future.

A9. Discussion and Vote to Set Date for 2017 Annual Town Meeting The Board reviewed potential dates for the 2017 Annual Town Meeting, and the possibility of the use of the Middle School as a venue.

L. Jurist arrived at 8:02 p.m.

The Board agreed to continue the discussion at its next meeting.

A5. Enter into Executive Session Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(6) to Consider the Purchase, Exchange, Taking, Lease or Value of Real Property in Regard to the Municipal Parcel at the Town Center Project; and Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(3), to Discuss Strategy with Respect to Pending Action regarding Bernstein, et al v. Planning Board; and Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(7), to Review and Consider for Approval the Potential Release of the Following Minutes Pertaining to the Following Subjects, because a Public Discussion of Pending Litigation and Collective Bargaining will have a Detrimental Effect on the Bargaining, Negotiating, or Litigating Position of the Town; and Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(3), to consider strategy with respect to Twenty Wayland, LLC, v. Town of Wayland and the Wayland Wastewater Management District Commission, and Pending Litigation regarding the Case of Twenty Wayland, LLC and the Town of Wayland et al; and to Discuss Collective Bargaining Strategy in regard to the AFSCME Clerical Union, the AFSCME Professional Union, the Teamsters, the Library Association, the Police Union, the Fire Union, the Wayland Teachers Association, the Wayland Educational Secretarial Association, the School Custodians Union, and the Food Service Association: APPROVE AND RELEASE: August 26, 2013, and APPROVE AND RELEASE WITH REDACTIONS: February 24, 2014, February 3, 2015, May 16, 2016 At 8:05 p.m., C. Karlson moved, seconded by M. Antes, to enter into executive session pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(6) to consider the purchase, exchange, taking, lease or value of real property in regard to the municipal parcel at the Town Center Project; and pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(3), to discuss strategy with respect to pending action regarding Bernstein, et al v. Planning Board; and pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(7), to review and consider for approval the potential release of the following minutes pertaining to the following subjects, and pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(3), to consider strategy with respect to Twenty Wayland, LLC, v. Town of Wayland and the Wayland Wastewater Management District Commission, and

pending litigation regarding the case of Twenty Wayland, LLC and the Town of Wayland et al; and to discuss collective bargaining strategy in regard to the AFSCME Clerical Union, the AFSCME Professional Union, the Teamsters, the Library Association, the Police Union, the Fire Union, the Wayland Teachers Association, the Wayland Educational Secretarial Association, the School Custodians Union, and the Food Service Association, and approve and release August 26, 2013, and approve and release with redactions February 24, 2014, February 3, 2015, and May 16, 2016. The Chair declares that a public discussion of these matters may have a detrimental effect on the litigating, bargaining or negotiating position of the Town. Roll call vote: YEA: L. Anderson, M. Antes, L. Jurist, C. Karlson, J. Nolan. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0. Chair C. Karlson invites attendance by Town Administrator Nan Balmer, Town Counsel Mark Lanza, and Board of Public Works Vice Chair Michael Lowery. The Board will reconvene in open session in approximately thirty minutes.

The Board returned to open session at 8:59 p.m.

A6. Vote to Approve and Release the Executive Session Minutes of August 26, 2013, and Vote to Approve and Release with Redactions the Executive Session Minutes of February 24, 2014, February 3, 2015, and May 16, 2016 M. Antes moved, seconded by L. Anderson, to approve and release the executive session minutes of August 26, 2013. YEA: L. Anderson, M. Antes, L. Jurist, C. Karlson, J. Nolan. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0. M. Antes moved, seconded by J. Nolan, to approve and release with redactions the executive session minutes of February 24, 2014, February 3, 2015 and May 16, 2016. YEA: L. Anderson, M. Antes, L. Jurist, C. Karlson, J. Nolan. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A8. Discuss and Provide General Direction to Staff on Review of Town Legal Services N. Balmer asked the Board to provide direction in regard to a review of town legal services. She said that the School Committee is looking for School Counsel, and it would be advantageous to work together, but noted that the school is working on a much tighter deadline. She said it may not be a cost-saving move, as the hourly rate could be higher, but there could be a more efficient use of time. C. Karlson said there are three decision points: whether to hire a staff counsel on payroll, a solo practitioner on contract, or a legal firm on contract. N. Balmer said the current Town Counsel Mark Lanza recommended selecting a model first. Members discussed how a town counsel would be used moving forward, whether there is a need for office hours, and how often, and the benefits of the history provided by the current solo practitioner versus the range of staff offered by a firm. C. Karlson asked that the department heads provide input to the Town Administrator. L. Jurist suggested asking the bidders to propose how to best service the town. J. Nolan suggested that Kopelman and Paige make a presentation to the Board. N. Balmer asked that the issue be discussed at the next meeting to expedite the possibility of working with the school department.

A10. Review and Approve Consent Calendar (See Separate Sheet) J. Nolan moved, seconded by L. Jurist, to approve the consent calendar. YEA: M. Antes, L. Jurist, C. Karlson, J. Nolan. NAY: none. ABSENT: none. ABSTAIN: L. Anderson. Adopted 4-0-1.

A13. Selectmen's Reports and Concerns J. Nolan reported on a meeting today with the Executive Office of Public Safety and Security Secretary Daniel Bennett, State Senator Richard Ross, Representative Carmine Gentile, Fire Chief David Houghton and Police Chief Robert Irving to discuss public safety issues, including legislation and grant availability. He noted that Wayland has been designated the safest town in Massachusetts and the second safest town in the United States. L. Anderson added to her comments regarding Minuteman, noting that the Town of Belmont has expressed an interest in withdrawing from the Minuteman agreement. M. Antes said she will be attending the MS4 meeting tomorrow, and the annual

Metropolitan Area Planning Council meeting on Wednesday. The Board discussed the promotion of town news and events. It was agreed that the Town Administrator would meet with M. Antes to discuss the best form of implementation.

A14. Adjourn There being no further business before the Board, J. Nolan moved, seconded by L. Jurist, to adjourn the meeting of the Board of Selectmen at 9:28 p.m. YEA: L. Anderson, M. Antes, L. Jurist, C. Karlson, J. Nolan. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Items Included as Part of Agenda Packet for Discussion During the May 23, 2016 Board of Selectmen's Meeting

1. Résumés of Jason L. Drozi and Jonathan M. Sachs
2. Memorandum of 5/17/16 to Board of Selectmen re: Annual Reappointments, and Board Policy on Appointments to Town Boards and Committees
3. Board of Selectmen Minutes of April 19, 2016, May 2, 2016, and May 16, 2016
4. Memorandum of 5/23/16 from Nan Balmer, Town Administrator to Board of Selectmen, re: Review of Legal Services
5. Memorandum of 5/23/16 from Nan Balmer, Town Administrator to Board of Selectmen re: Spring 2017 Annual Town Meeting Date
6. Town Administrator's Report for the Week Ending May 20, 2016

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of May 23, 2016

1. Memorial Day Program, May 30, 2016
2. Memorandum of 5/4/16 from Daniel C. Hill, Member of the Wayland Joint Affordable Housing Committee, to Board of Selectmen re: Chapter 40B Monitoring
3. 2013 Massachusetts Municipal Association Survey: Town Legal Services

(13) DPW PLAQUE

DATE: June 6, 2016
TO: Board of Selectmen
FROM: John Senchyshyn, Asst. Town Administrator/HR Director
RE: PUBLIC WORKS FACILITY RESOLUTION

REQUESTED RESOLUTION:

RESOLVED – TO PLACE A PLAQUE AT THE PUBLIC WORKS FACILITY WHICH DEDICATES THE PUBLIC WORKS FACILITY TO STEPHEN “STUBBY” KADLIK IN RECOGNITION OF HIS 42 YEARS OF DEDICATED AND UNWAVERING SERVICE TO THE RESIDENTS OF WAYLAND.

BACKGROUND:

The resolution is intended to place a plaque at the Public Works Facility dedicating the Facility in honor of Stubby Kadlik’s long-standing service to the community. The BOPW is in support of the dedication.

**TOWN ADMINISTRATOR'S REPORT
WEEK ENDING JUNE 3, 2016**

CARROLL SCHOOL

Because the Carroll School project will soon be under review by the regulatory bodies of the town, I recommend the Selectmen delay discussions of the project (as well as delay any forum allowing public comment) until consideration by the Building Commissioner, Planning Board, Conservation Commission and Board of Health.

WASTEWATER MANAGEMENT DISTRICT COMMISSION

At an upcoming meeting, WWMDC will discuss with the Board the purchase of sewer capacity for the Library if the project is approved for a grant by the MA Board of Library Commissioners (MBLC). Rosemary Waltos of MBLC provided the attached information regarding the eligibility of this \$56,000 expense under a potential MBLC grant.

I am engaged in a discussion with the WWMDC on the many issues before the Commission regarding system capacity and allocations, finance and day to day operations. My recommendation is that the Commission define an appropriate role for an Executive Director to take on general responsibility for the operation. Renewing discussions with the BOPW about WWMDC oversight is appropriate at this time. Having served in a prior position as a wastewater authority Executive Director for a similar sized operation, I believe the time commitment should be less than 15 hours per month. Duties for an Executive Director are included in the Commission's rules and regulations. The position was not essential when the Commission was founded as there were only 20+ connections. Executive Director duties are now undertaken by the individual Commission members. Mr. Senchyshyn and I identified consulting resources that may be of help to the Commission to move in this direction. The Commission is independent of the Town Administrator under the Special Act creating it.

LEGAL SERVICES

As part of my June annual meetings with Department Heads, we are discussing legal services to shape the RFP. The School Superintendent is in discussion with members of the School Committee about what legal services the School Department may want to include in the RFP for the School Department.

AFFORDABLE HOUSING

In a review of the town's affordable housing inventory, I learned that multiple entities (including the Town Administrator) are listed on deeds and other documents as the responsible "Monitoring Agent" for individual affordable homes. It is my understanding that the Board of Selectmen is responsible for contracting or making an appointment to this important regulatory role. I will be reviewing how best to ensure the town is fulfilling this responsibility.

The Town's Housing Production Plan (HPP) was last adopted in 2005. An effort to update the plan has been underway under the Town Planner since 2009 and now, with the help of volunteers almost ready for Board of Selectmen approval and submission to DHCD. Like the Open Space and Recreation plan, the HPP is used by the state as one of 20+ criteria regarding the town in decisions to award grants.

Balmer, Nan

From: Waltos, Rosemary (BLC) <rosemary.waltos@state.ma.us>
Sent: Thursday, May 26, 2016 4:22 PM
To: Balmer, Nan
Cc: Knight, Ann; wgs3155@gmail.com
Subject: Wastewater Purchase

Hi Nan,

I am writing in answer to your question asking if the town can claim the purchase of wastewater capacity for 6 Concord Rd. as an eligible or allowable cost on a construction grant application.

If the 6 Concord road site is proposed for the library's capital improvement project in the construction grant application and if the town makes the purchase of wastewater capacity for that site

- before the application is submitted, it cannot be included as an eligible costs
- between January 26, 2017, when applications are due, and July 13, 2017, when the MBLC votes on grant awards, you can take a chance and put it in the project budget under eligible costs. All applications are reviewed, including the budget information. At the time of review a determination regarding its eligibility will be made.
- after construction grant approvals are made in July 2017 and if the library is approved for a grant or placed on the waiting list, it will be considered an eligible cost and the grant will cover a portion of the expense.

Typically, the MBLC building specialists' point of contact is the library director. We make sure that the director is always in the loop, should communications come from a municipal official, a member of the public or elsewhere. Given this, I am forwarding this email to Ann and also to Aida, knowing that she is working closely with Ann on this on this project.

I look forward to seeing the Wayland PL project develop and helping out along the way. You have a great team working on this project!

Roe

Rosemary Waltos
Library Building Specialist
Massachusetts Board of Library Commissioners
98 N. Washington Street, Suite 401
Boston, MA 02114-1933
In-state 1-800-952-7403
Out-of state 617-725-1860
Fax 617 725-0140



NAN BALMER
TOWN ADMINISTRATOR
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www.wayland.ma.us

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
LOUIS M. JURIST
CHERRY C. KARLSON
JOSEPH F. NOLAN

BOARD OF SELECTMEN

Monday, June 6, 2016

Wayland Town Building

Selectmen's Meeting Room

REVISED CONSENT CALENDAR

1. Vote the Question of Approving and Signing the Weekly Payroll and Expense Warrants
2. Vote the Question of Approving the Invoice for Town Counsel Mark J. Lanza for Services through May 31, 2016: \$8,295.94
3. Vote the Question of Approving the 5K Road Race on Sunday, October 2, 2016, for the John Tanner Memorial Run
4. Vote the Question of Approving the Designation of Nanette Balmer, Town Administrator, and Donna Lemoyne, Benefits Manager, as Wayland's Alternate Voting Members to the West Suburban Health Group Board of Directors to Cast Votes in the Absence of Wayland's West Suburban Health Group Board Representative John Senchyshyn, Assistant Town Administrator/Human Resources Director
5. Vote the Question of Approving the Request for Exemption as Required by Massachusetts General Laws 268A, Section 20 (b), for School Department Employees William Woven and Sarah Gordon for their Summer Adventure Staff Services, and Terry Donlan for her Snack Bar Staff Services, with the Recreation Department

Mark J. Lanza
Attorney at Law
 9 Damonmill Square - Suite 4A4
 Concord, MA 01742
 Tel. # (978) 369-9100
 Fax # (978) 369-9916
 e-mail: mjlanza@comcast.net

INVOICE - TOWN OF WAYLAND - 5/31/2016

SUMMARY

FEE CALCULATION: 51.3 HOURS X \$160.00 PER HOUR =	\$8,208.00
DISBURSEMENTS (See below for detail)	87.94
TOTAL 5/31/16 INVOICE.....	<u>\$8,295.94</u>
AMOUNT PAYABLE FROM GENERAL FUND LEGAL BUDGET.....	<u>\$8,295.94</u>
AMOUNT PAYABLE FROM GENERAL FUND ECONOMIC DEVELOPMENT COMM. PROFESSIONAL SERVICES ACC'T	<u>0.00</u>

DISBURSEMENTS

5/2016	Postage	12.44
5/2016	FAXing (978) 369-9916 & (978) 261-5034	0.00
5/2016	Copying	16.50
5/16/16	Mileage: 44 @ \$.50 =	22.00
5/16/16	Parking	32.00
5/16/16	Tolls	5.00
Total Disbursements		<u>\$87.94</u>

DATE: JUNE 3, 2016
TO: BOARD OF SELECTMEN
FROM: MARYANN DINAPOLI
RE: JOHN TANNER MEMORIAL RUN

Members of the "Our Promise to Nicholas" board have requested the date of Sunday, October 2, 2016, for the fourth annual John Tanner Memorial Run.

The Police and Fire department have given their approval. There is no approval necessary from the Board of Health, as there is no food service. The Recreation Department has also given its approval (attached) and will advise field users of the event on that date.



May 18, 2016

MaryAnn DiNapoli
Executive Assistant
Town of Wayland
Office of the Town Administrator
41 Cochituate Road
Wayland, MA 01778

RE: **Requesting approval for 5k Road Race on Sunday, October 2, 2016.** (Fourth year in Wayland)

Dear Ms. DiNapoli and Wayland Board of Selectmen,

I am writing to request approval from the Wayland Board of Selectmen to hold a 5k running road race on Sunday, October 2, 2016 in Wayland. It will be named the:

John Tanner Memorial Run
To benefit the Our Promise to Nicholas Foundation
To cure Batten's Disease



Thank you in advance for considering our request. It is for a very good cause.

All the proceeds from our fundraising will go to fund a cure for a currently fatal childhood brain disease called Batten's Disease. Our Foundation, The Our Promise to Nicholas Foundation 501c3 (www.ourpromisetonicholas.com) will be organizing this event and will be working with Russell's Garden Center employees. Nicholas' grandmother has worked for Russell's Garden Center for 20 years and John Tanner also a long-time special employee at Russell's unexpectedly past away, two years ago, while running the NYC half marathon. John Tanner had been a long time competitive runner who devoted all of his races over the past 5 years to raising awareness about Nicholas and Batten disease.

With your permission, we would like to start and end the race behind the Wayland Town Hall.

The Race Route: Starts at Wayland Town Hall driveway - run West on Pelham Island Road – take a right onto Jeffrey Road and then a right back onto Pelham Island Road going West. The runners will turnaround somewhere between Griscom Road and Beckwith Street and run back on Pelham Island Road going East and finish behind the Wayland Town Buildings.

- Our race last October was a great success. We know and will again apply and pay for a police detail, 2 port-o potties, and insurance binders.

We look forward to hearing from you

Sincerely,

Amy B. Noyes, Secretary
Our Promise To Nicholas Board Member
Cell: 617-407-5124; Work: 617-428-4329
Email: anoyes@congressasset.com

Heather Dainiak, Founder
Our Promise to Nicholas
603-785-4249
heatherdainiak@hotmail.com

www.OurPromiseToNicholas.com – PO Box 10106 Bedford NH 03110 EIN # 26-4605606

DiNapoli, MaryAnn

From: Brodie, Jessica
Sent: Friday, May 20, 2016 8:20 AM
To: Noyes, Amy; DiNapoli, MaryAnn; Robert Irving; Larsen, Geoffrey; Junghanns, Julia; David Houghton
Cc: Heather Dainiak; Balmer, Nan
Subject: RE: Request for road race approval for Oct 2, 2016

Hi Amy,

Thank you for the follow up and additional details, that is helpful. I will make note of the event for our field users so we can remind them prior to October 2nd that the race will be taking place in the parking lot.

Thanks again,

Jessica Brodie, CPRP

Director
Recreation Department
Town of Wayland
41 Cochituate Road
Wayland, MA 01778
508-358-3662 (phone)

Visit our [Website](#)

Visit our [Facebook Page](#)

Register Online for Programs [here](#)

"We do not stop playing because we grow old, we grow old because we stop playing"

From: Noyes, Amy [mailto:Anoyes@congressasset.com]
Sent: Thursday, May 19, 2016 4:10 PM
To: Brodie, Jessica; DiNapoli, MaryAnn; Irving, Robert; Larsen, Geoffrey; Junghanns, Julia; Houghton, David
Cc: Heather Dainiak; Balmer, Nan
Subject: RE: Request for road race approval for Oct 2, 2016

Hi Jessica, MaryAnn and Town of Wayland,

The time of the race will be 10am, Sunday October 2nd. The 4th Annual John Tanner Memorial 5k Road Race does not use any of your fields.

We hire a police detail for the day of the race and notify both the First Parish and Trinitarian Churches of the event. The public is also notified of the race via the big billboards in town.

We ask our volunteers to park behind Russells Garden Center. – as most of our volunteers work at Russell's Please let me know if there is something else you'd like us to do.

Thank you in advance,

Amy Noyes

Our Promise to Nicholas Foundation

617-407-5124

DATE: June 6, 2016
TO: Board of Selectmen
FROM: John Senchyshyn, Asst. Town Administrator/HR Director
RE: **WSHG ALTERNATE DESIGNATION**

REQUESTED MOTION:

CONSENT CALENDAR.

BACKGROUND:

I learned this past week that Wayland's designation for an alternate designation to the WSHG Board has expired. An alternate should be named if for any reason I am unable to attend a WSHG Board meeting as the Town's designee and cast a vote. In the past, Wayland had 2 alternate designations. One was the Town Administrator; the other was the Finance Director.

I recommend the BOS again designate 2 alternates. I suggest Nan Balmer, Town Administrator and Donna Lemoyne, Benefits Manager. Donna has been regularly attending WSHG Board and Steering Committee meetings for many years. She is well versed in issues before the WSHG Board.

The designation is added as a consent calendar item.



RECREATION DEPARTMENT

TOWN OF WAYLAND

41 COCHITUATE ROAD, Wayland, Massachusetts 01778-2697

(508) 358-3662 • FAX (508) 358-3665

Jessica Brodie, Director

MEMO

May 31, 2016

To: Nan Balmer, Town Administrator
cc: MaryAnn DiNapoli
From: Jessica Brodie, Recreation Director

Re: Ethics Exemption - MGL 268A Section (b) – School Employees working for a Recreation Department

Dear Nan,

This memo is to request that the Board of Selectmen Review and vote on Request for Exemption as required by MGL 268A Section 20 (b) for William Woven and Sarah Gordon for their Summer Adventure staff services, and Terry Donlan for her Snack Bar staff services with the Recreation Department. Town Counsel has advised the vote of this exemption is required for employees working for two departments, in this case teachers working for the Recreation department seasonally.

VOTE: To approve the Request for Exemption as required by MGL 268A Section 20 (b) for William Woven and Sarah Gordon for their Summer Adventure staff services, and Terry Donlan for her Snack Bar staff services with the Recreation Department.

Please let me know if you have any questions regarding this request.

Thank you,

Jessica Brodie, CPRP
Recreation Director

Below are additional details for each employee, as well as the outline of how they will meet the requirements for the exemption:

- **William Woven** for our Summer Adventure program as the CIT Specialist. William would work for the Recreation Department between the dates of June 18 – August 19th for approx. 40 hours per week, or a total of approx. 280 hours for the summer.
- **Sarah Gordon** for our Summer Adventure program as the Program Coordinator. Sarah would work for the Recreation Department between the dates of June 18 – August 19th for approx. 40 hours per week, or a total of approx. 280 hours for the summer

- **Terry Donlan** as one of our Snack Bar managers at the Town Beach. Terry would work for the Recreation Department between the dates of June 11 – August 14th for approx. 24 hours per week, or a total of approx. 216 hours for the summer.

These school employees working for the Recreation Department will meet the requirements of the exemption by:

- Working less than 500 hours, outside of their regular working hours in a position where the duties are not the same as their regular job
- Being hired after all seasonal positions have been advertised and posted to the public
- Disclosure forms for each school employee have been filled out and filed with the Town Clerk
- The Recreation Director has filed a certification that no employee within its agency is available to perform the services as part of their regular duties
- That the Board of Selectmen approve the exemption



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

TOWN OF WAYLAND

41 COCHITUATE ROAD
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BOARD OF SELECTMEN

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JOSEPH F. NOLAN

**REVISED LIST OF PUBLIC DOCUMENTS PROVIDED
TO THE BOARD OF SELECTMEN FROM MAY 20, 2016,
THROUGH AND INCLUDING JUNE 2, 2016,
OTHERWISE NOT LISTED AND INCLUDED IN THE
CORRESPONDENCE PACKET FOR JUNE 6, 2016**

Items Distributed To the Board of Selectmen – May 20-June 2, 2016

1. Email of 5/26/16 from Gretchen Ryder-Sharry to Board of Selectmen re: Town Employee Health Insurance

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of May 23, 2016

1. Memorial Day Program, May 30, 2016
2. Memorandum of 5/4/16 from Daniel C. Hill, Member of the Wayland Joint Affordable Housing Committee, to Board of Selectmen re: Chapter 40B Monitoring
3. 2013 Massachusetts Municipal Association Survey: Town Legal Services

Items Included as Part of Agenda Packet for Discussion During the June 6, 2016 Board of Selectmen's Meeting

1. Résumé of Patrick Rowe for Permanent Municipal Building Committee
2. Memorandum of 6/6/16 from Nan Balmer, Town Administrator, to Board of Selectmen, re: Library Request for Special Counsel
3. Opinion of Town Counsel Mark J. Lanza, 3/30/16, re: Town Library Site Use Restrictions
4. Memorandum of Nan Balmer, Town Administrator, to Board of Selectmen re: Sale of Town Land on 4 and 8 Sycamore Road
5. Proposed Vote to Approve Solar Tax Agreement and Copy of Solar Tax Agreement
6. Memorandum of 6/2/16 from Ben Keefe, Public Buildings Director, to Board of Selectmen, re: Project Update
7. Memorandum of 6/3/16 from Ben Keefe, Public Buildings Director, to Board of Selectmen, re: LED Street Lighting Retrofit Project, with Purchase and Sale Agreement regarding Municipal Street Lights and License Agreement
8. Memorandum of 6/6/16 from Nan Balmer, Town Administrator, to Board of Selectmen, re: Stonebridge Speed Limit
9. Memorandum of 6/6/16 from Nan Balmer, Town Administrator, to Board of Selectmen, re: Spring 2017 Annual Town Meeting Date
10. Update: Council on Aging/Community Center Advisory Committee Draft Charge, Original Charge, and List of Funds Available
11. Draft Minutes of 5/23/16
12. Memorandum of 6/2/16 from John Senchyshyn, Assistant Town Administrator/Human Resources Director, re: Public Works Facility Resolution
13. Report of the Town Administrator for the Week Ending June 3, 2016



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

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BOARD OF SELECTMEN

LEA T. ANDERSON
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LOUIS M. JURIST
CHERRY C. KARLSON
JOSEPH F. NOLAN

BOARD OF SELECTMEN
Monday, June 6, 2016
Wayland Town Building
Selectmen's Meeting Room

CORRESPONDENCE - I

Selectmen

1. Public Comment, Trees on Melody Lane
2. Public Comment, Parcels of Land at 242 and 246 Old Stonebridge Road
3. Letter of 5/2/16 from Board of Selectmen to Twenty Wayland LLC re: Town Center Project, Agreement Consultant Fee Payment Reconciliation
4. Letter of 5/18/16 from Francis X. Dougherty, Director of Development, KGI Properties, to Board of Selectmen, re: Response to May 2, 2016 Escrow Reconciliation Letter
5. Letter of 5/18/16 from Robert Irving, Chief of Police, to Attorney Keith G. Langer, Esq., re: Response to Public Records Request
6. Letter of 5/23/16 from Beth R. Klein, Town Clerk, re: Approval of the Attorney General Relative to Article 14 of the April Annual Town Meeting, Amend Chapter 145, Inspection, Testing, Maintenance of Private Fire Hydrants
7. Letter of 5/25/16 from Gretchen Ryder-Sharry to Board of Selectmen re: Town Employee Health Insurance
8. Email of 5/27/16 from Dave Bernstein, Electronic Voting Implementation Subcommittee, re: What the Board of Selectmen can do to Further Improve Town Meeting Efficiency and Attendance (Follow-up)

Conservation Commission

9. Order of Conditions and Chapter 194 Permit, 5/20/16, from Brian Monahan, Conservation Administrator, re: 2016 Water Main Improvements
10. Chapter 194 Permit, 5/23/16, from Brian Monahan, Conservation Administrator, re: 38 Standish Road
11. Order of Conditions and Chapter 194 Permit, 5/23/16, from Brian Monahan, Conservation Administrator, re: 4 Shore Drive
12. Order of Conditions and Chapter 194 Permit, 5/24/16, from Brian Monahan, Conservation Administrator, re: 22 Forty Acres Drive

Minutes

13. Electronic Voting Implementation Subcommittee, April 7, 2016
14. Finance Committee, April 10, 2016
15. Historical Commission, April 13, 2016
16. Board of Library Trustees, February 17, 2016, March 17, 2016, March 30, 2016, April 6, 2016, April 11, 2016, April 20, 2016, May 4, 2016
17. Personnel Board, April 26, 2016
18. Public Ceremonies Committee, May 11, 2016
19. Board of Public Works, May 17, 2016



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BOARD OF SELECTMEN

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LOUIS M. JURIST
CHERRY C. KARLSON
JOSEPH F. NOLAN

BOARD OF SELECTMEN
Monday, June 6, 2016
Wayland Town Building
Selectmen's Meeting Room

CORRESPONDENCE - II

Region

20. Press Release, May 27, 2016, "Minuteman Gets More Time from MSBA"

State

21. Letter of 5/19/16 from Department of Transportation re: Response to Request to Lower Speed Limit on Section of Stonebridge Road
22. Letter of 5/24/16 from the Office of the Attorney General to George Harris, Esq., re: Open Meeting Law Complaint of April 8, 2016
23. Letter of 5/25/16 from the Office of the Attorney General to Board of Selectmen re: Open Meeting Law Complaint filed by George Harris on April 20, 2016

Dear Mayor
To Wayland Town Hall officers

May 28, 2016

To whom it may concern:

PETITION
Trees Cutting

Our house has two big old Trees in front of our house which is not so helpful to our neighborhood, especially the children.

a lot of leaves fall down on the street and it bothers the traffic and neighborhood. Also, old tree branches fall down in the street, its dangerous for the people who drive down the road. when the branches and leaves fall they block the flow of the water going down to the street-sewer.

Neighbors complain about the leaves and old ^{ch}branches when they fall.

We already planted several christmas trees for these old bothersome tree for our neighbors.

Summer Beauty becomes all the sudden environmental hazard in long fall-winter-spring snowy season in this area.

Please reconsider this matter again

3 Melody Lane
Wayland, MA 01778
508-315-9911 (cell)

Sincerely Yours

Sang Park
Grace Park
W. J. Park

RECEIVED

MAY 31 2016

Board of Selectmen
Town of Wayland



DiNapoli, MaryAnn

From: Balmer, Nan
Sent: Friday, May 27, 2016 10:51 AM
To: DiNapoli, MaryAnn
Subject: FW: Parcels of land @242 and 246 old stone bridge road

Correspondence

From: Monahan, Brian
Sent: Friday, May 27, 2016 10:46 AM
To: Balmer, Nan
Cc: Sherregreenbaum
Subject: RE: Parcels of land @242 and 246 old stone bridge road

Nan
I will create a map showing the areas in question and, to the extent possible, resource areas (lands regulated by the Wetlands Protection Act and Wetlands Bylaw), and present the matter to the Conservation Commission at an upcoming meeting to see if they have any interest in pursuing this matter.
Thank you.
Brian

From: Francis Gill [<mailto:fgill2@verizon.net>]
Sent: Wednesday, May 25, 2016 4:16 PM
To: Wayland Selectman; Balmer, Nan
Subject: Parcels of land @242 and 246 old stone bridge road

Dear Nan and Board of Selectman,
My name is Francis Gill and my family and I live @ 242 old Stonebridge road. The town, recently, purchased the home (246 Old Stonebridge rd.) next to us. It will be turned into a park.
I own 2 separate non-contiguous parcels(41-002 and 41-002a. They are separated by a part of 246 (41-001). I have attached the plot plans.

I would like to propose a trade. I would like to trade for the piece that is between my 2 parcels (approximately 100 x 30 ft.).
In return you will acquire from me an equal amount of riverfront property.

This will benefit both of us. It will give me one parcel and we will not have to worry about park goers wandering into my yard.
The town will benefit by having more riverfront property which will be more desirable for park goers.

I think that this is how the plots should be anyway, it makes sense.

Please contact me as to how to proceed.

Thank you

Francis Gill and Family



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
LOUIS B. JURIST
CHERRY C. KARLSON
JOSEPH F. NOLAN

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

May 2, 2016

Anthony J. DeLuca, Manager
Twenty Wayland, LLC
10 Memorial Boulevard - Suite 901
Providence RI 02903

RE: Town Center Project, Wayland, Massachusetts Development
Agreement Consultant Fee Payment Reconciliation

Dear Mr. DeLuca:

As you know, under Section B, Paragraph 8(c) of the Memorandum of Agreement between the Town of Wayland and Twenty Wayland, LLC ("20 Wayland") dated March 28, 2006, as amended (the "MOA"), the Town is required to provide a final accounting of all consultant fees paid by 20 Wayland pursuant to Section 8 of the MOA. A final accounting of all such payments and expenses is enclosed for your review. The Town hopes that the enclosed reconciliation is acceptable to 20 Wayland.

The reconciliation shows a \$1,751.26 shortfall in the total amount of consultant fees payable to the Town under Section 8 of the MOA.

Upon 20 Wayland's confirmation that the enclosed reconciliation is acceptable, or if it is deemed acceptable by the passage of 30 days without objection, the Town will provide 20 Wayland a written release from any further obligations in excess of \$1,751.26 relative to consultant fee payments under Section B of the MOA.

Please contact me if you would like to discuss this matter.

Thank you for your attention to this matter.

Very truly yours,

Cherry Karlson, Chair

/encl

cc: Town Administrator (w/ encl.)
Town Planner (w/encl.)

Town Center MOA 03/28/2006
Amend. No. 1 10/20/2009, Sections B8(c) and J2

April 26, 2016

MOA Sections	MOA	MOA Description	MOA Amount	Initial Deposit	Deposit Chk Date	Check No.	Total Deposit	Account Expended
Per Section J2: no reimb to Twenty Wayland up to								
Concept Plan Escrow Account	B4	Payment for Review of Concept Plan, initial deposit of \$10,000 replenished when bal <= \$2,500, MGL c.44, §53G	\$ 10,000	\$ 10,000	07/31/06	#264	\$ 85,113.54	\$ 49,021.99

	Detail Description	Vendor Number	Vendor Name	Date	Check No.	Deposit	Expense
				07/31/06	264	10,000.00	
				08/23/06	287	36,497.49	
				11/29/06	366	18,648.05	
				03/14/07	456	19,968.00	
						\$ 85,113.54	
	TOWN CTR - PEER REV/DESIGN ADS	2762	BOSTON GLOBE	09/25/06			331.50
	LEGAL AD TRANS PLAN	2762	BOSTON GLOBE	10/30/06			167.70
	PROF SVCS 7/31-9/3/06	4792	CECIL GROUP	10/10/06			2,400.00
	PROF SVS 9/4-10/1, 10/30-12/30	4792	CECIL GROUP	01/08/07			19,642.37
	SVS. 10/2-10/29, 12/1-12/31/06	4792	CECIL GROUP	04/09/07			13,938.33
	PROF SVS 10/1-10/31/06	5041	TEC	01/08/07			4,651.60
	SVS 11/1/06-1/15/07	5041	TEC	04/09/07			7,890.49
	TOTAL						\$ 49,021.99

Town Center MOA 03/28/2006
Amend. No. 1 10/20/2009, Sections B8(c) and J2

April 26, 2016

MOA Sections	MOA	MOA Description	MOA Amount	Initial Deposit	Deposit Chk Date	Check No.	Total Deposit	Account Expended
Per Section J2: no reimb to Twenty Wayland up to \$400,000								
Special Permit Escrow Account including Attorney fees	B5	Payment for Review of Plans & Docs Accompanying Appl for MSP, initial deposit \$25,000, replenished when bal <= \$5,000, MGL c.44. §53G	\$ 25,000	\$ 25,000	05/16/07	#497	\$ 195,976.87	\$ 100,377.85

	Detail Description	Vendor Number	Vendor Name	Date	Check No.	Deposit	Expense
				05/16/07	497	25,000.00	
				11/30/07	569/628	25,615.62	
				12/12/07	670	17,813.17	
				03/31/08	696	26,000.00	
				03/31/09	971	25,000.00	
				04/30/09	1043/44	40,475.00	
				10/26/09	1158	21,073.08	
				12/08/09	1202	15,000.00	
						\$ 195,976.87	
	TOWN CTR 4/30-5/27/07	4792	CECIL GROUP	07/09/07			2,683.08
	CONSULT. SVS. 5/28-7/1/07	4792	CECIL GROUP	08/13/07			6,686.75
	PROF. SVS. 7/1-7/29/07	4792	CECIL GROUP	11/19/07			4,091.33
	PROF. SVS. 7/30-8/26/07	4792	CECIL GROUP	11/19/07			2,645.70
	PROF. SVS. 8/27-9/30/07	4792	CECIL GROUP	11/19/07			2,952.24
	SVS. 10/1-10/28/07	4792	CECIL GROUP	01/07/08			5,870.23
	PROF. SVS 10/29-11/25/07	4792	CECIL GROUP	01/28/08			1,169.92
	PROF. SVS 11/26-12/20/07	4792	CECIL GROUP	02/19/08			1,456.98
	SVS 1/31/07- 1/27/08 MUOD REVU	4792	CECIL GROUP	03/10/08			1,575.00
	TOWN CTR LEGL ADS 6/7, 6/14/07	1016	GATEHOUSE	07/23/07			33.90
	August 2007	3805	LANZA MARK	09/20/07			1,656.00
	12/27/07	3805	LANZA MARK	12/31/07			2,652.00
	LEGAL SERVICES	3805	LANZA MARK	12/31/07			2,616.00
	LEGAL SVS DEC. 2007	3805	LANZA MARK	01/28/08			6,073.01
	LEGAL	3805	LANZA MARK	01/31/08			2,088.00
	TOWN CENTER MASTER PLAN	3805	LANZA MARK	02/11/08			6,991.28
	PROF. SVS. 7/1-7/31/07	2948	MARCHIONDA	08/20/07			5,625.00
	PROF. SVS. 8/1-8/31/07	2948	MARCHIONDA	11/19/07			4,250.00
	PROF. SVS. 9/1-9/30/07	2948	MARCHIONDA	11/19/07			1,625.00
	SVS	2948	MARCHIONDA	01/07/08			7,112.50
	SVS 1/1 -1/31/08 TOWN CENTER	2948	MARCHIONDA	03/10/08			250.00
	TOWN CENTER 5/1-5/31/07	5041	TEC	07/09/07			577.18
	TOWN CTR 6/1-6/30/07	5041	TEC	07/23/07			4,122.50
	CONSULT. SVS. 6/1-6/30/07	5041	TEC	08/13/07			4,122.50
	PROF. SVS. 7/1-7/31/07	5041	TEC	08/20/07			3,913.81
	PROF. SVS. 8/1-8/31/07	5041	TEC	11/19/07			1,637.31
	PROF. SVS. 9/1-9/30/07	5041	TEC	11/19/07			4,234.05
	SVS. 10/1-10/31/07	5041	TEC	01/07/08			4,853.17
	PROF. SVS 11/1-11/30/07	5041	TEC	01/28/08			1,125.86
	PROF. SVS 12/1-12/31/07	5041	TEC	01/28/08			1,490.94
	PROF. SVS 1/1 - 1/30/08	5041	TEC	02/19/08			676.00
	0124.02 MUOD REVIEW TOWN CTR	5041	TEC	03/24/08			3,520.61
	TOTAL						\$ 100,377.85

Town Center MOA 03/28/2006
Amend. No. 1 10/20/2009, Section B8(c) and J2

April 26, 2016

MOA Sections	MOA	MOA Description	MOA Amount	Initial Deposit	Deposit Chk Date	Check No.	Total Deposit	Account Expended
Per Section J2: no reimb to Twenty Wayland up to \$400,000								
Site Plan Escrow Account including Attorney fees	B6	Payment for Review of Plans & Docs Accompanying Appl for Site Plan Review Phase I & II, initial deposit of \$15,000, replenished when bal <= \$3,000, MGL c.44, §53G	\$ 15,000	\$ 15,000	05/21/08	#800	\$ 55,000.00	\$ 90,218.41

	Detail Description	Vendor Number	Vendor Name	Date	Check No.	Deposit	Expense
				05/21/08	800	15,000.00	
				09/03/08	882	15,000.00	
				12/09/08	989	25,000.00	
						\$ 55,000.00	
	PROJECT NO. 12.04291.00	2002	BETA	10/29/12			912.50
	PROJECT 12.04291.00	2002	BETA	10/29/12			5,345.00
	PROJECT: 12.04291.00	2002	BETA	10/29/12			7,510.00
	GATES LEIGHTON TOWN CENTER	2002	BETA	04/08/13			3,856.25
	PLANNING	2002	BETA	10/07/13			4,103.46
	PLANNING 12.04291.00	2002	BETA	10/28/13			1,832.50
	PLANNING	2002	BETA	03/10/14			6,023.75
	PLANNING	2002	BETA	03/24/14			1,737.56
	PLANNING	2002	BETA	05/27/14			2,200.00
	PLANNING	2002	BETA	06/23/14			712.50
	SITE PLAN 3/31-4/27/08	4792	CECIL GROUP	07/14/08			1,226.22
	TOWN CTR 4/28-5/25/08	4792	CECIL GROUP	10/27/08			780.00
	TOWN CTR 5/26-6/29/08	4792	CECIL GROUP	10/27/08			6,427.03
	TOWN CTR 6/30-7/27/08	4792	CECIL GROUP	10/27/08			8,616.54
	TOWN CENTER 7/28-8/24/08	4792	CECIL GROUP	12/22/08			6,119.30
	TOWN CENTER 8/25-9/28/08	4792	CECIL GROUP	12/22/08			6,033.64
	TOWN CENTER 9/29-10/26/08	4792	CECIL GROUP	12/22/08			1,015.94
	PLANNING	2036	CMG ENVIRONMEN	06/23/14			2,675.00
	PLANNING	2036	CMG ENVIRONMEN	06/23/14			312.50
	2008-078 TOWN CENTER PROJECT	2036	CMG ENVIRONMEN	01/05/15			312.50
	LEGAL ADS 5/29 & 6/5/08	1016	GATEHOUSE	10/27/08			24.22
	TOWN CTR ADS 7/24	1016	GATEHOUSE	10/27/08			29.06
	TOWN CTR AD 8/5/08	1016	GATEHOUSE	10/27/08			14.53
	SITE PLAN 4/1-4/30/08	2948	MARCHIONDA	07/14/08			937.50
	TOWN CTR 6/1-6/30/08	2948	MARCHIONDA	10/27/08			625.00
	TOWN CTR 7/1-7/31/08	2948	MARCHIONDA	10/27/08			7,625.00
	TOWN CENTER 8/1-8/31/08	2948	MARCHIONDA	12/22/08			4,125.00
	TOWN CENTER 10/1-10/31/08	2948	MARCHIONDA	12/22/08			4,562.50
	SITE PLAN 5/1-5/31/08	5041	TEC	07/14/08			1,135.25
	TOWN CTR 7/1-7/31/08	5041	TEC	10/27/08			1,590.55
	TOWN CENTER 9/1-9/30/08	5041	TEC	12/22/08			852.15
	TC TRAFFIC	5041	TEC	04/08/13			265.35
	PLANNING 0124.02	5041	TEC	10/28/13			660.73
	JUNE TRANSFER			06/30/08			19.38
	TOTAL						90,218.41

Town Center MOA 03/28/2006
Amend. No. 1 10/20/2009, Sections B8(c) and J2

April 26, 2016

MOA Sections	MOA	MOA Description	MOA Amount	Initial Deposit	Deposit Chk Date	Check No.	Total Deposit	Account Expended	Paid to 20Wavland
Per Section J2: no reimb to Twenty Wayland up to \$400,000									
Construction Escrow Account including Attorney fees	B7	Payment for Review of Plans & Docs Before & During Construction, gift of \$150,000, MGL c.44, §53A	\$ 150,000	\$ 150,000	11/02/11	#1684	\$ 150,000.00	\$ 94,693.02	

	Detail Description	Vendor Number	Vendor Name	Date	Check No.	Deposit	Expense	Paid to 20Wavland
				11/02/11	1684	150,000.00		
						\$ 150,000.00		
	Reimbursement to Twenty Wayland	4102	TWENTY WAYLAND	02/04/15				\$ 90,000.00
	BOH Septic proposal	2036	CMG ENVIRONMENTA	01/12/09			3,475.00	
	TOWN CTR CONSERVATION 10/30/08 INV DT	2036	CMG ENVIRONMENTA	03/25/09			8,812.50	
	TOWN CTR CONSERVATION 12/17/08 INV DT	2036	CMG ENVIRONMENTA	03/25/09			8,718.75	
	SERV 2-22 TO 3-31-09	2036	CMG ENVIRONMENTA	05/12/09			468.75	
	SERV 1-25 TO 2-21-09	2036	CMG ENVIRONMENTA	05/12/09			11,531.25	
	Serv 10-26 to 11-15-08	2036	CMG ENVIRONMENTA	05/12/09			20,606.25	
	CONSERVATION FEB 5 09 COMPLIAN	2036	CMG ENVIRONMENTA	10/26/09			18,493.75	
	TOWN CENTER PROJ-CONSERVATION	2036	CMG ENVIRONMENTA	07/19/10			3,812.50	
	TOWN CENTER PROJ - CONSERVATIO	2036	CMG ENVIRONMENTA	07/19/10			6,125.00	
	CONSERVATION SERVICES 2008-078	2036	CMG ENVIRONMENTA	09/07/10			2,906.25	
	TOWN CTR PROJECT	2036	CMG ENVIRONMENTA	12/20/10			4,906.25	
	CONSERVATION TOWN CENTER SERVI	2266	FLETCHER	10/18/10			570.00	
	WETLANDS FLAGGING	1074	SCHOFIELD BROS	06/20/11			3,000.00	
	REVIEW SIGNS ETC HISTORIC DIST	5041	TEC	03/30/09			343.20	
	0124.02 MUOD TOWN CTR	5041	TEC	04/21/09			546.77	
	0124.03 Glezen Lane Date Colle	5041	TEC	07/13/09			376.80	
	TOTAL						94,693.02	

Town Center MOA 03/28/2006
Amend. No. 1 10/20/2009, Sections B8(c) and J2

April 26, 2016

MOA Sections	MOA	MOA Description	MOA Amount	Initial Deposit	Deposit Chk Date	Check No.	Total Deposit	Account Expended	Paid to 20Wayland	Paid Chk Date
Per Section J2: no reimb to Twenty Wayland up to \$400,000										
Concept Plan Escrow Account	B4	Payment for Review of Concept Plan, initial deposit of \$10,000 replenished when bal <= \$2,500, MGL c.44, §53G	\$ 10,000	\$ 10,000	07/31/06	#264	\$ 85,113.54	\$ 49,021.99		
Special Permit Escrow Account including Attorney fees	B5	Payment for Review of Plans & Docs Accompanying Appl for MSP, initial deposit \$25,000, replenished when bal <= \$5,000, MGL c.44, §53G	\$ 25,000	\$ 25,000	05/16/07	#497	\$ 195,976.87	\$ 100,377.85		
Site Plan Escrow Account including Attorney fees	B6	Payment for Review of Plans & Docs Accompanying Appl for Site Plan Review Phase I & II, initial deposit of \$15,000, replenished when bal <= \$3,000, MGL c.44, §53G	\$ 15,000	\$ 15,000	05/21/08	#800	\$ 55,000.00	\$ 90,218.41		
Construction Escrow Account including Attorney fees	B7	Payment for Review of Plans & Docs Before & During Construction, gift of \$150,000, MGL c.44, §53A	\$ 150,000	\$ 150,000	11/02/11	#1684	\$ 150,000.00	\$ 94,693.02	(1) \$90,000.00	2/4/2015
Related to B4 - B7	B8	Management and Allocation of Escrow Accounts								
		TOTAL Deposit from Twenty Wayland					\$ 486,090.41	\$ 334,311.27		
		Earned Interest					\$ 2,158.33			
		TOTAL in Account (includes interest)					\$ 488,248.74	\$ 334,311.27		

B 4 - 7 Expense Total Falls under J2: \$400,000

Payments to Town of Wayland	\$ 486,090.41
Interest earned	<u>\$ 2,158.33</u>
Total Payments and Interest	\$ 488,248.74
Amount due to Town	\$ 400,000.00
Amount due to Twenty Wayland	\$ 88,248.74
Previous Payment to Twenty Wayland	<u>\$ 90,000.00</u>
Amount owed to Town	\$ 1,751.26

(1) Paid pursuant to verbal agreement between Twenty Wayland and Town to reimburse Twenty Wayland for estimated excess payments under Section B (4) - (7) of MOA.

4



RECEIVED

MAY 20 2016

Board of Selectmen
Town of Wayland

May 18, 2016

Ms. Cherry C. Karlson, Chair
Wayland Board of Selectmen
41 Cochituate Road
Wayland, MA 01778-2614

Re: May 2, 2016 Escrow Reconciliation Letter
Town Center Project

Dear Ms. Karlson,

On May 13, 2016 Twenty Wayland, LLC ("20Wayland") received an electronic copy of the above referenced letter. The letter was provided pursuant to Article 8 of the Memorandum of Agreement dated March 28, 2006 and amended on October 20, 2009 ("MOA") associated with the Town Center Project.

The account summary attached to the letter indicated that, after deducting the previous reimbursement to 20Wayland and including accrued interest, \$401,751.26 was the net amount expended by the town of Wayland. The MOA obligates 20Wayland to compensate Wayland for related costs subject to a minimum payment of \$400,000. Accordingly, the town of Wayland has concluded that we owe \$1,751.26.

We disagree that 20 Wayland has an outstanding balance. Pursuant to Article B8 of the MOA we request the following:

1. That the account summary be revised to include Check 39 (dated September 29, 2005) and Check 95 (dated November 18, 2005), totaling \$ 40,279.67. These two check are missing from the reconciliation provided. Copies of those checks are attached; and
2. Proper detail to justify that services from BETA (\$34,233.52) from 10/29/12 to 6/23/14 and Schofield (\$3,000) on 6/20/11 were expended pursuant to the MOA.

Please do not hesitate to contact me at 617/548-8416 should you have any questions.

Very Truly Yours,

A handwritten signature in black ink that reads 'Francis X. Dougherty'.

Francis X. Dougherty
Director of Development

cc: A. Deluca, KGI Properties

5



WAYLAND POLICE DEPARTMENT

WAYLAND, MASSACHUSETTS 01778



ROBERT IRVING
CHIEF OF POLICE

May 18, 2016

Attorney Keith G. Langer, Esquire
255 Harvard Lane,
Wrentham, MA 02093-1069

Dear Attorney Langer

In response to your May 13th, 2016 request pursuant to the state public records laws, Mass. Gen. Laws Ch. 4, sec. 7, cl. 26th and ch. 66, secs. 10 -18, please be advised that the request is overly broad and does not identify specific documents.

Therefore, I am returning your check in the amount of \$5.00. Should you decide to resubmit your request for specific public records, the department will provide a good faith estimate of cost to comply with the request.

Sincerely,

Robert Irving
Chief of Police

cc: Atty. Mark Lanza, Town Counsel
Ms. Nan Balmer, Town Administrator

RECEIVED
MAY 20 2016
Board of Selectmen
Town of Wayland



TOWN OF WAYLAND

MASSACHUSETTS
01778

6

TOWN CLERK
Beth R. Klein
bklein@wayland.ma.us

ASSISTANT TOWN CLERK
Diane M. Gorham
dgorham@wayland.ma.us

TOWN BUILDING
41 COCHITUATE ROAD

TEL: 508-358-3630
508-358-3631
FAX: 508-358-1683
www.wayland.ma.us

May 23, 2016

The following Article was returned with the approval of the Attorney General's Office relative to the following amendment to the Town Code adopted at the Wayland Annual Town Meeting, which convened on April 7, 2016.

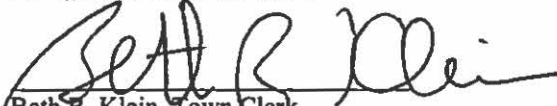
GENERAL BYLAWS:

Article 14: Amend Chapter 145- Inspection, Testing, Maintenance of Private Fire Hydrants

APPROVED BY THE ATTORNEY GENERAL
RECEIVED BY THE TOWN CLERK'S OFFICE:
POSTED BY THE TOWN CLERK'S OFFICE:
WAYLAND TOWN CRIER PUBLICATION DATES:

May 23, 2016
May 23, 2016
May 24, 2016
June 2, 2016 & June 9, 2016

Any claims that a zoning bylaw is invalid because of a defect in the procedure by which the bylaw was amended or adopted may only be made within 90 days of this posting. Copies of the bylaws amended and adopted are on file in the Office of the Town Clerk.


Beth R. Klein, Town Clerk

Attachments

Cc: Town Counsel
Board of Selectmen ✓
Nan Balmer, Town Administrator
Stephen Kadlik/Department of Public Works

Legal Ad Wayland Town Crier 6/2/16 & 6/9/16

RECEIVED

MAY 25 2016

Board of Selectmen
Town of Wayland



TOWN OF WAYLAND

MASSACHUSETTS
01778

TOWN CLERK
Beth R. Klein
bklein@wayland.ma.us

ASSISTANT TOWN CLERK
Diane M. Gorham
dgorham@wayland.ma.us

TOWN BUILDING
41 COCHITUATE ROAD
TEL: 508-358-3630
508-358-3631
FAX: 508-358-1683
www.wayland.ma.us

ANNUAL TOWN MEETING VOTE CERTIFICATE

At a legal meeting of the qualified voters of the TOWN OF WAYLAND, held on April 7, 2016, the following business was transacted under Article 14:

ARTICLE 14: AMEND CHAPTER 145 – INSPECTION, TESTING, MAINTENANCE OF PRIVATE FIRE HYDRANTS

Voted that the Town amend the Code of the Town of Wayland, Chapter 145, Inspection, Testing, & Maintenance of Private Fire Hydrants and underground and Exposed Piping, by making the revisions thereto set forth on Pages 62 and 63 of the Warrant for the 2016 Annual Town Meeting.

Chapter 145 – Inspection, Testing & Maintenance of Private Fire Hydrants and Underground and Exposed Piping

Section 1- Purpose.

The purpose of this article is to set requirements for the testing, inspection, and maintenance of privately owned fire hydrants and underground and exposed piping. It is the responsibility of the property owner to have all the hydrants and piping located on his/her property maintained, inspected, and tested in accordance with this regulation. This procedure is necessary in order to assure proper function of the fire hydrants located on the property.

Section 2 - Referenced documents.

- A. NFPA Publication. National Fire Protection Association (“NFPA”), 1 Batterymarch Park, Quincy, MA 02169-7471.
- B. NFPA 25, the Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems (2014 edition).
- C. Commonwealth of Massachusetts Regulation – 310CMR22

Section 3 -Definitions.

As used in this article, the following terms shall have the meanings indicated:

FIRE HYDRANT

A water supply with a valve connection(s) having an outlet(s) to supply hose and fire department pumpers with water including standpipe connections.

PRIVATE FIRE HYDRANTS

Those hydrants not owned, rented, or maintained by the Town of Wayland or any other governmental entity.

UNDERGROUND AND EXPOSED PIPING

The supply piping connected to private fire hydrants.

Section 4 - Responsibility.

The property owner or designated representative is responsible for compliance with this bylaw.

Section 5 - Inspection, testing, and maintenance procedures.

- A. Fire hydrants shall be inspected, maintained, and tested in accordance with NPFA 25 (2014 edition).
- B. The Wayland Fire Department reserves the right to inspect private fire hydrants for compliance with this bylaw.
- C. Underground and exposed piping shall be inspected, maintained, and tested in accordance with NFPA 25 (2014 edition) and 310CMR22.
- D. Copies of all records related to the hydrants and piping shall be forwarded to the Wayland Fire Department within 30 days of the inspection, maintenance, and/or tests.
- E. The first round of inspection and maintenance procedures, which shall include flow tests of the hydrants (as specified by the Fire Department) and piping, shall be completed within the time period April 15, 2016 - ~~June 15, November 1, 2016~~. All testing will be done in cooperation with, and conducted following procedures outlined by the Department of Public Works Water Division. The records of the inspection, maintenance, and testing shall be filed with the Fire Chief at the Wayland Fire Department by ~~July 15, December 1, 2016~~.
- F. All subsequent yearly procedures shall take place in the time period between April 15 and ~~June 15~~ November 1 of each year and will be done in cooperation with the Department of Public Works – Water Division. Reports of the procedures shall be filed with the Fire Chief at the Wayland Fire Department by ~~July 15~~ December 1, each year.

Section 6 -Violations.

- A. For any violation of this bylaw, the property owner will be assessed the following fines. Property owners will be notified of all fines assessed and such fines must be paid within 30 days of notification.
 - (1) \$50: first offense, for each violation. This applies to each private fire hydrant. For instance, a subdivision with three hydrants in noncompliance with this bylaw would be assessed a fine of \$150.
 - (2) \$200: An additional \$200 fine will be assessed if the same violation(s) has (have) not been remedied after notification by the Fire Department and after a thirty-day period.
 - (3) \$300: if the same violation(s) is (are) not remedied after notification by the Fire Department during the next April 15 - June 15 time period. Failure to pay the fine within the prescribed time period will result in court action for violation of a Town bylaw or a municipal charges lien being placed on the subject real property pursuant to MGL c. 40, § 58, in the Middlesex County Registry of Deeds, South District, until the fine is paid.
- B. As an alternative to the assessment of fines through criminal process, violations of this bylaw may be enforced through civil disposition in the manner provided in MGL c. 40, § 21D. The Fire Chief or his designee shall be the enforcing person.

VOTED:

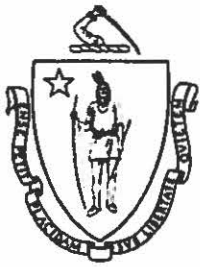
IN FAVOR: 195

OPPOSED: 8 MOTION PASSED

A true copy, Attest:



Beth R. Klein
Town Clerk



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION
10 MECHANIC STREET, SUITE 301
WORCESTER, MA 01608

MAURA HEALEY
ATTORNEY GENERAL

(508) 792-7600
(508) 795-1991 fax
www.mass.gov/ago

May 23, 2016

Beth R. Klein, Town Clerk
Town of Wayland
41 Cochituate Road
Wayland, MA 01778

**RE: Wayland Annual Town Meeting of April 7, 2016 - Case # 7915
Warrant Article # 14 (General)**

Dear Ms. Klein:

Article 14 - We approve Article 14 from the April 7, 2016 Wayland Annual Town Meeting.

Note: Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the Town has first satisfied the posting/publishing requirements of that statute. Once this statutory duty is fulfilled, (1) general by-laws and amendments take effect on the date these posting and publishing requirements are satisfied unless a later effective date is prescribed in the by-law, and (2) zoning by-laws and amendments are deemed to have taken effect from the date they were approved by the Town Meeting, unless a later effective date is prescribed in the by-law.

Very truly yours,

MAURA HEALEY
ATTORNEY GENERAL

Nicole B. Caprioli

By: Nicole B. Caprioli
Assistant Attorney General
Municipal Law Unit
10 Mechanic Street, Suite 301
Worcester, MA 01608
(508) 792-7600 ext. 4418
nicole.caprioli@state.ma.us

cc: Town Counsel Mark Lanza

5/25/16

Dear Members of the Board of Selectmen,

I have recently heard that the Town of Wayland is considering changing the health insurance plans offered to town employees as a cost saving measure for the Town. I am writing this letter both as a town resident and as an employee.

A few years ago, the Town of Wayland changed our health insurance plans to a "rate saver plan" in order to cut costs. At this time, school employees were given a Benny card as a temporary way to help defer the change to higher co-pays, and more limited doctor choices. This Benny card may have helped some employees who may have had significant medical costs, but for people like me with healthy families, we did not really get any savings from this Benny card.

I am currently paying \$8976.24 for my health insurance-rate saver plan. This does not include the \$1677.78 for dental insurance. Increasing the cost to employees will in effect be a salary decrease. There has not been significant annual increases/raises to teacher salaries in recent years.

As an individual who has minimal medical expenses, but has established relationships with my doctors, I would like to keep these doctors, some of which are specialists. Even though my medical needs are minimal at this time, I have long and trusted relationships with these professionals. Changing doctors would incur a significant inconvenience in terms of time researching and finding new doctors, and then having to build a new relationship and explain my prior medical history. As these phone calls need to be made during business hours, it is quite challenging to do so as a teacher during my working hours. It may also mean getting younger, less experienced physicians who are not familiar with my history.

As you may not be aware, it is difficult to find doctors who are accepting new patients to change to. I recently experienced this when trying to change my 23 year old son's doctor from a pediatrician to an adult doctor.

Increasing the co-pays, deductibles, and amount of the cost of insurance for the employee is decreasing the take home pay of the Town employees. I am the subscriber for the health insurance for my family, and would like any plan change to have minimal impact on our health services and current providers.

I sincerely hope that you reconsider and leave our health insurance options as they are, or similar to our current plans, as they have already been significantly reduced in recent years. The dollars saved to the Town are not reflected in the services received as a resident, nor in savings to me as a Wayland tax payer.

Thank you for your attention to this serious matter.

Sincerely,



Gretchen Ryder Sharry
24 Lake Rd
Wayland, MA 01778

Special Ed. Teacher
Happy Hollow School

I have also sent a hard copy of this letter.



DiNapoli, MaryAnn

From: Balmer, Nan
Sent: Friday, May 27, 2016 9:02 AM
To: DiNapoli, MaryAnn
Subject: FW: what the Board of Selectmen can do to further improve Town Meeting Efficiency and Attendance (follow-up)

Correspondence

From: Dave Bernstein [<mailto:dave.bernstein@comcast.net>]
Sent: Thursday, May 26, 2016 10:49 PM
To: Anderson, Lea; Balmer, Nan
Cc: Dennis Berry; Karlson, Cherry; dave.bernstein@comcast.net
Subject: what the Board of Selectmen can do to further improve Town Meeting Efficiency and Attendance (follow-up)

Actions to continue

1. focus on Article preparation, deferring Board-sponsored Articles that are not "ready"
2. establish a time budget for each Article, and defer non-critical Board-sponsored Articles to keep the expected total time for Annual Town Meeting at 9 hours or less
3. provide the ability to display Main Motions and illustrative graphics on video displays
4. encourage use of the abbreviated presentation procedure
5. during Annual Town Meetings, schedule at least one 4-hour Sunday session

New actions

1. provide a copier at each Town Meeting
2. Identify the root cause of each item in the 7 page Errata Sheet distributed at the April 2016 April Town Meeting, and take appropriate action to prevent recurrence
3. provide on-site Day Care during the Sunday session (consider using the after-school care provider)
4. provide comfortable chairs (arrange for a group to offer on-site "chair upgrades"?)
5. re the "Proposals Destined for Town Meeting" section of the Town web site (http://www.wayland.ma.us/Pages/WaylandMA_WebDocs/Proposals)
 - a. require Boards to keep the information for their Articles up-to-date, or risk deferral on "not ready" grounds
 - b. enable citizens to "subscribe" to an Article, (automatic email generation whenever new information about that Article is posted - scheduled hearings, meeting minutes, study results, etc.)
 - c. enable citizens to post questions and comments about an Article (these must be reviewed for "acceptability" by the Town before appearing publicly)



TOWN OF WAYLAND
MASSACHUSETTS
01778
CONSERVATION COMMISSION

9

TOWN BUILDING
41 COCHITUATE ROAD
TELEPHONE: (508) 358-3669
FAX: (508) 358-3606

May 20, 2016

Stephen Kadlik, Director
Department of Public Works
66 River Road
Wayland, MA 01778

RE: Order of Conditions and Chapter 194 Permit for 2016 Water Main Improvements Project, Wayland
(DEP File 322-861)

Dear Mr. Kadlik:

Enclosed please find the original Chapter 194 Permit and Order of Conditions, including Attachment A, for the 2016 Water Main Improvements project in the area of Main Street from Plain to Damon Street and at Bradford Street, Shawmut Avenue and Harrison Street, Wayland. **You are responsible for meeting all the conditions of both the Order of Conditions and the Chapter 194 Permit.** The Order and Permit must both be filed at the Middlesex South Registry of Deeds. Thereafter, evidence of the recording must be submitted to the Commission prior to commencing work.

Written notice must be submitted to the Conservation Commission not less than two or more than five business days prior to the commencement of the work permitted by these decisions. All submissions must refer to the DEP file number and condition or conditions, which the submission is intended to address.

Please note that any modification of your plans must be reported to the Commission and may necessitate either an amendment to the Order of Conditions or the submission of a new Notice of Intent. If you have any questions, please call 508-358-3669.

Sincerely,

Brian J. Monahan
Conservation Administrator

Enc. (2 Original Decisions)
cc: Town Clerk w/enc.
DEP NERO w/enc.
Building Commissioner w/enc.
Jack O'Connell, Tata & Howard, Inc. w/enc.
Board of Selectmen
Board of Health
Planning Board
Town Assessor
Abutters
File

RECEIVED

MAY 20 2016

Board of Selectmen
Town of Wayland



TOWN OF WAYLAND
MASSACHUSETTS
01778
CONSERVATION COMMISSION

10

TOWN BUILDING
41 COCHITUATE ROAD
TELEPHONE: (508) 358-3669
FAX: (508) 358-3606

May 23, 2016

Emily and Kevin Ryan
1159B Fieldview Drive
Reston, VA 20194

RE: Chapter 194 Permit for 38 Standish Road, Wayland (DEP File 322-860)

Dear Mr. and Mrs. Ryan:

Enclosed please find the original Chapter 194 Permit for the home construction project at 38 Standish Road, Wayland. **You are responsible for meeting all the conditions of the Permit.** The Permit must be filed at the Middlesex South Registry of Deeds. Thereafter, evidence of the recording must be submitted to the Commission prior to commencing work.

Written notice must be submitted to the Conservation Commission not less than two or more than five business days prior to the commencement of the work permitted by this Order. All submissions must refer to the DEP file number and the condition or conditions which the submission is intended to address.

Please note that any modification of your plans must be reported to the Commission and may necessitate either an amendment to the Order of Conditions or the submission of a new Notice of Intent. If you have any questions, please call 508-358-3669.

Sincerely,

Brian J. Monahan
Conservation Administrator

Enc. (1 Original Decision)

cc: Town Clerk w/enc.
DEP NERO w/enc.
Building Commissioner w/enc.
Goddard Consulting, LLC w/enc.
J.S. Mockler w/enc.
Board of Selectmen
Board of Health
Planning Board
Town Assessor
Abutters
File

RECEIVED

MAY 23 2016

Board of Selectmen
Town of Wayland



TOWN OF WAYLAND
MASSACHUSETTS
01778
CONSERVATION COMMISSION



TOWN BUILDING
41 COCHITUATE ROAD
TELEPHONE: (508) 358-3669
FAX: (508) 358-3606

May 23, 2016

Linda Malenfant
125 Washington Avenue
Newton, MA 02465

RE: Order of Conditions and Chapter 194 Permit for 4 Shore Drive, Wayland (DEP File 322-863)

Dear Ms. Malenfant:

Enclosed please find the original Chapter 194 Permit and Order of Conditions, including Attachment A, for the septic project at 4 Shore Drive, Wayland. **You are responsible for meeting all the conditions of both the Order of Conditions and the Chapter 194 Permit.** The Order and Permit must both be filed at the Middlesex South Registry of Deeds. Thereafter, evidence of the recording must be submitted to the Commission prior to commencing work.

Written notice must be submitted to the Conservation Commission not less than two or more than five business days prior to the commencement of the work permitted by these decisions. All submissions must refer to the DEP file number and condition or conditions, which the submission is intended to address.

Please note that any modification of your plans must be reported to the Commission and may necessitate either an amendment to the Order of Conditions or the submission of a new Notice of Intent. If you have any questions, please call 508-358-3669.

Sincerely,

Brian J. Monahan
Conservation Administrator

Enc. (2 Original Decisions)

cc: Town Clerk w/enc.
DEP NERO w/enc.
Building Commissioner w/enc.
Schofield Engineering Group w/enc.
Carolyn Preston w/enc.
Board of Selectmen
Board of Health
Planning Board
Town Assessor
Abutters
File

RECEIVED

MAY 23 2016

Board of Selectmen
Town of Wayland



TOWN OF WAYLAND
MASSACHUSETTS
01778
CONSERVATION COMMISSION

12

TOWN BUILDING
41 COCHITUATE ROAD
TELEPHONE: (508) 358-3669
FAX: (508) 358-3606

May 24, 2016

David A. Jollin, Trustee
David A. Jollin Family Trust
22 Forty Acres Drive
Wayland, MA 01778

RE: Order of Conditions and Chapter 194 Permit for 22 Forty Acres Drive, Wayland (DEP File 322-865)

Dear Mr. Jollin:

Enclosed please find the original Chapter 194 Permit and Order of Conditions, including Attachment A, for the septic project at 22 Forty Acres Drive, Wayland. **You are responsible for meeting all the conditions of both the Order of Conditions and the Chapter 194 Permit.** The Order and Permit must both be filed at the Middlesex South Registry of Deeds. Thereafter, evidence of the recording must be submitted to the Commission prior to commencing work.

Written notice must be submitted to the Conservation Commission not less than two or more than five business days prior to the commencement of the work permitted by these decisions. All submissions must refer to the DEP file number and condition or conditions, which the submission is intended to address.

Please note that any modification of your plans must be reported to the Commission and may necessitate either an amendment to the Order of Conditions or the submission of a new Notice of Intent. If you have any questions, please call 508-358-3669.

Sincerely,

Brian J. Monahan
Conservation Administrator

Enc. (2 Original Decisions)

cc: Town Clerk w/enc.
DEP NERO w/enc.
Building Commissioner w/enc.
Sullivan, Connors & Associates, Inc. w/enc.
Board of Selectmen
Board of Health
Planning Board
Town Assessor
Abutters
File

RECEIVED

MAY 24 2016

Board of Selectmen
Town of Wayland

Minutes of the Electronic Voting Implementation Subcommittee Meeting of 2016-04-07

1. The meeting was called to order by Dave Bernstein at 6:30 pm with Lynne Dunbrack, Larry Krakauer, and Alan Reiss in attendance.
2. Dave Bernstein was appointed Secretary pro tem
3. There was no initial public comment
4. Minutes from our 2016-02-11 meeting were approved by unanimous vote.
5. ELVIS responsibilities during the Special Town Meeting were reviewed
 - o Scanning for handset failures during votes, and issuing replacement handsets if necessary
 - o Scanning for physical possession of multiple handsets, and bringing this to the Moderator's attention by raising a point of personal privilege
6. There was no final public comment
7. The meeting was adjourned at 6:34 PM



Town of Wayland Massachusetts

Finance Committee

- Nancy E. Funkhouser (Chair)
- Gordon Cliff
- Carol Martin
- Bill Steinberg
- David Watkins
- Gil Wolin

Finance Committee

Minutes

April 10, 2016

Attendance: N. Funkhouser, B. Steinberg, G. Cliff, D. Watkins and C. Martin. Also in attendance were B. Keveny (Finance Director) and B. Keefe (Facilities Director).

Call to Order: The meeting was called to order by Chair Funkhouser in the Field House at the High School at 12:45pm when a quorum was present. Ms. Funkhouser indicated the meeting was not being recorded by WayCam.

Public Comment: None

Committee’s Response to Public Comment: N/A

Finance Director’s Update: Finance Director Mr. Keveny distributed a \$37,250 Reserve Fund transfer request from the Facilities department. Facilities Director Mr. Keefe explained his FY16 Town Meeting budget was for five nights of Town Meetings and to date, the Town has already incurred four nights of Town Meeting expenses. In anticipation that Annual Town Meeting would run five nights, Mr. Keefe estimated a \$37K shortfall. After a brief discussion, the Committee asked Mr. Keefe to re-submit his request once Town Meeting was complete and actuals costs are known.

Discuss TM Articles: Chair Funkhouser indicated she was unaware of any articles that needed further discussion.

Members’ Reports, Concerns, and Topics for Future Meetings: Ms. Martin indicated she had a schedule conflict on May 2nd and suggested to ensure a quorum that the next FinCom meeting be moved to either May 3rd, 4th or 9th. After a brief discussion, the Committee agreed its next meeting would be May 9th.

Chair's Update: Ms. Funkhouser stated she did not foresee any further issues that would require the FinCom to meet prior to Town Meeting and therefore was cancelling those sessions.

Minutes - Review and Approve: The Committee reviewed and approved Minutes as follows:

January 13, 2016: Ms. Martin moved and Mr. Steinberg seconded to approved as amended. Vote: 5-0.

February 29, 2016: Ms. Martin moved and Ms. Funkhouser seconded to approve as amended. Vote: 5-0.

March 28, 2016: Ms. Martin moved and Mr. Watkins seconded to approve as amended: Vote 4-0-1.

April 7, 2016: Mr. Watkins moved and Chair Funkhouser seconded to approve as written. 5-0.

Adjourn to Town Meeting: Ms. Martin moved and Mr. Cliff seconded adjournment. Vote 5-0. Committee adjourned at 1:00 to attend Annual Town Meeting.

Respectfully Submitted,

Carol Martin

Documents:

Reserve Fund Transfer Request (Source: Keveny)

Draft: Minutes: April 7, 2016 (Source: Martin)

Wayland Historical Commission Meeting Minutes – April 13, 2016

Attendees: Members: Elisa Scola (Chair), Sheila Carel, John Dyer, Rick Conard

Chair Elisa Scola called the meeting to order at 8:10 pm.

1. There were no public comments.
2. Town Meeting Articles: The North Cemetery CPA gravestone preservation article passed at Town Meeting on April 11. The next step is to develop a Request for Proposals (RFP) for conservation work, similar to the one that was developed for Phase I in 2003. The CPA article for Cochituate Town Clock restoration also passed on April 11. There was discussion of a clock maintenance plan; a group has reportedly offered to approach the Finance Committee to request inclusion of a line item in next year's budget cycle. There was reportedly a line item for this in the town budget until sometime in the 1980s when it was apparently eliminated for budgetary reasons. Due to the passage of the Mainstone Farm CPA article, there will be less funds available in the future for historic preservation purposes so we will have to anticipate budgeting such projects more selectively than in the past, although the 10% dedicated for historic preservation will remain available. Questions were raised and discussed as to what we want for the railroad interpretive site. Sheila recommended interpretive signing and a map of the site to raise awareness of the railroad site for the public. When the rail trail is built the railroad interpretive site will be more visible and in need of better interpretation. We should also put something on our WHC web site. Rick suggested the desirability of an investigation of the enginehouse foundations to be conducted or overseen by a qualified archaeologist.
3. Stone's Bridge MPPF application: MHC received the application and they have asked some questions that Gretchen Schuler will answer. An RFP has been issued by the Town for design and permitting for reconstruction of the bridge. Ben Keefe is the contact person for this.
4. Cultural Resource Policy: Sheila and Elisa will discuss this with Sarki after school vacation.
5. North Cemetery Preservation Plan priorities: Discussion was postponed due to Tonya's absence.
6. Archaeology Update: Discussion postponed.
7. Freight House and Railroad Interpretive Site: DCR Archaeologist Ellen Berkland will visit the site on Friday, April 22. Discussions have been underway with the Library expansion architects about the possibility of constructing a parking garage in the Library upper parking lot. One preliminary idea being discussed is to move the freight house closer to Concord Road and construct the garage east of it, so that the freight house would partly hide the garage. This is only an idea at this point and assumes the Library would remain at its present location. Questions were raised as to how this might affect a National Register eligibility if the location of the building was to be changed. It was suggested that if the building is to be moved, that it be made accessible for possible future public use by reconstructing the loading dock with a ramp. We will have our annual volunteer brush clearing event over the weekend of May 7-8.
8. The minutes of our March 15, 2016 meeting were reviewed and approved with changes.

Our next meeting was scheduled for May 18 [this was subsequently changed to May 11].

The meeting was adjourned at 9:00 PM.

Respectfully submitted,

Richard Conard

**Wayland Free Public Library
Board of Library Trustees
Minutes of Meeting Wednesday, February 17, 2016
Raytheon Room, Wayland Free Public Library**

Present: Library Director Ann Knight, Trustees Aida Gennis (chair, presiding), Sally Cartwright, Lynne Lipcon, Suzanne Woodruff **Absent:** Thaddeus Thompson, Anne Heller

Call to Order: 8:01 a.m.

Visitors and Public Comment

No public comment.

Minutes of Previous Meeting(s)

Trustees approved the minutes of the Board meeting of January 27, 2016 unanimously (4-0).

Financial and Statistical Reports

No new reports presented for this meeting. It was noted that we have had several closings due to snow and electricity outage and anticipate that circulation will be affected by this.

Warrant Articles for Annual Town Meeting

In light of the change in the title of two of the articles, a motion was made to approve them with the revised titles for inclusion in the upcoming April Annual Town Meeting Warrant. The revisions more accurately characterize the actions requested of Town Meeting voters by adding the words "To Authorize" at the beginning of each title. Mrs. Lipcon made the motion to approve the change of title and Mrs. Cartwright seconded the motion. It passed (4-0).

Another motion was made to give Mrs. Gennis continued authority to revise articles as she deems appropriate and necessary in order to keep the process moving in support of Spring Town Meeting. Mrs. Lipcon made the motion, Mrs. Cartwright seconded it, and it passed (4-0).

Mrs. Gennis said that our State Liaison at the MLBC is insistent that we go forward with land transfer articles at April town meeting. She indicated that if we wait until a fall Town Meeting, we will not have enough time to complete a grant application. Another concern that we may have to address before Town Meeting is what will happen to an authorization for a land transfer if the Library does not use a parcel? If an authorization to transfer land to the Library is voted at Town meeting and the Library does not need that parcel, then the transfer never occurs and the parcel remains with the original board. We anticipate that any transfer of land will be conditioned upon the award of a grant by the State and a vote by Town Meeting voters to fund construction.

The discussion then turned to Article Z, which concerns acquiring capacity from the Wastewater Management District for the Library. This will be discussed at a Selectmen's meeting next week and Trustees are encouraged to attend. We will post the meeting so that a quorum may attend. Emphasis was placed on how we really need to have a decision about the wastewater issue as soon as possible, in order to make the current site an option for a potential expansion project as well as to insure the

possibility of any future use of the building at 5 Concord Road.

Departmental Cooperation

There was mention of concerns conveyed to Mrs. Knight and other department heads by Town Administrator Nan Balmer, who received a memo that suggested she encourage collaboration among the Library, COA/CC, and Recreation Department in the areas of what each does and whether there are overlaps. The department heads do not perceive there to be overlaps. Trustee comments included the observation that all programs from each department seem to be fully subscribed and target different age groups. Based on this, it would not appear to be any significant overlap. Mrs. Knight commented that library programs are created to fulfill the educational mission of the library and so are designed to bring people into the library to expose them to the library and all it has to offer. No action was made relative to the topic.

Library Planning and Design Study

An OPM has been selected for the study: John Sayre-Scibona of Design Technique. Ben Keefe is completing the contract with them for a sum of \$29K. The next step of hiring an architect has been started by the OPM. Advertisement of the RFQ will be listed in Central Registry February 18 stating that RFQ will be available for download February 23. The RFQ will be reviewed by Aida, Suzanne, Thom White and Ann Knight. The OPM will now be stepping in to start driving the next steps with us.

Long-Range Plan

Mrs. Knight reported that library consultant James C. Flaherty will be put on the town payroll during the Long-Range Planning process and will be paid through the Draper Trust Fund. The first meeting Mr. Flaherty held with the Long Range Planning Committee to collect their input. Mrs. Knight said that another important step is to meet with the Library Staff and she would like to close the Library for half a day so that staff can give full attention to the process. She would also like to bring in some food items and lunch. Mrs. Woodruff made a motion that the library be closed on April 4, 2016, 9 a.m. to 1 p.m. for the time necessary to complete the Long Range Planning meeting and to provide lunch for the staff where the cost will be covered by State Aid to Public Libraries. Mrs. Cartwright seconded. Passed 4-0. There are public forums scheduled for March 21 and 26 with Mr. Flaherty. It will be listed in the weekly Library Notes that are sent out to usual points of publication. It was suggested that we all extend personal invitations to members of the community as we hope to get a good cross section of our population's input. The public forums will focus on programs and services.

Succession Planning

Mrs. Lipcon and Mrs. Cartwright reported that they are waiting to get on the Personnel Board agenda for approval of modifications to the Director job description. The meeting last week was canceled due to snow. Mrs. Gennis reminded the Trustees to monitor other town Boards' agendas to address concerns expressed about our articles before upcoming Annual Town Meeting.

Update of FEMA Drainage Project

The official document to Town of Wayland that approves the extension request was forwarded to Mrs. Knight by DPW Director Stephen Kadlik. The document was distributed for our review. The new anticipated completion date is now April 11, 2017. The proposed project schedule is on page 3 of the document.

Topics not reasonably anticipated by the chair

Assistant Director Sandy Raymond joined us to show us small tables and chairs that she had found for potential purchase and placement in lower lobby by restrooms. The intent is that they could be used for taking a phone call or having a snack. After she left, she then returned to say that the items were sold out and that she would look further for options.

Mark Peter Hughes has submitted papers to run for Library Trustee. Anne Heller is running for reelection. It was noted that the one open position for both the Selectman and the School Committee only have one candidate for the one open seat. Town election is April 5, 2016 with town meeting starting April 7, 2016

Mrs. Knight reported that the High School Study nights have been heavily attended and, therefore, the costs for pizza are getting higher. The Friends have been covering the cost. It was noted that we consider some other options for paying for the pizza. No decision was made on any different funding.

The Meeting Was Adjourned at 10:37 a.m.

Documents for This Meeting

1. Agenda of Meeting Wednesday, January 17, 2016
2. Directors Report February 2016
3. 2016.01.20 Extension Approval from MEMA for Drainage Project
4. Copy of the 3 articles submitted for April town meeting with Finance Committee Comments and their recommendation and arguments in favor and opposed
5. Copies of the 3 articles submitted for April town meeting on submittal forms
6. Copy of small round table and chair as found in Amazon

Next Meeting(s)

- Wednesday, March 2, 8 a.m., Raytheon Room, Wayland Free Public Library
- Thursday, March 17, 8 a.m., Raytheon Room, Wayland Free Public Library
- Wednesday March 30, 8 a.m., Library Administrative Office

Respectfully submitted by Suzanne Woodruff, Trustee of Wayland Free Public Library

**Wayland Free Public Library
Board of Library Trustees
Minutes of Meeting Thursday, March 17, 2016
Raytheon Room, Wayland Free Public Library**

Present: Library Director Ann Knight, Trustees Aida Gennis (chair, presiding), Sally Cartwright, Anne Heller, Lynne Lipcon, Thaddeus Thompson, Suzanne Woodruff **Absent:** None. Mr. Thompson left the meeting at about 10:15.

Call to Order: 8:09 a.m.

Visitors and Public Comment

Former Trustee Nan Jahnke attended the meeting and took the minutes. There were no other visitors and no public comment.

Minutes of Previous Meeting(s)

The minutes of March 3, 2016, were approved unanimously (6-0). The minutes of the meeting of February 17, 2016, were still under review.

Financial, Circulation, and Statistical Reports

Eight months into the fiscal year, expenditures are on track. Circulation in February was down somewhat from January, as is usual, but up over February totals the last two years.

Mrs. Knight presented two sets of Wayland Library statistics (January and February) displayed in a new "Dashboard" format prepared by Library Assistant Director Sandy Raymond from a model borrowed from the Skokie Public Library in Illinois. Data collection is not automated at the Library, so these statistics take time, but Trustees found the presentation well worth it.

Mrs. Lipcon reported that the Library's recent Gossels Fund for Human Dignity program was very good, with attendance of about 25 people.

Warrant Articles for Annual Town Meeting

Trustees discussed the status of the Library's three warrant articles for Annual Town Meeting, as follows.

Article 17,¹ seeking transfer of land from parcels at 195 and 207 Main Street, the site of the former Highway Garage. It is currently unclear whether the School Committee or the Board of Public Works has control over 207 Main Street, the parcel of land to the left of the Middle School driveway, but the Town Clerk and Town Counsel are working to sort out the status. Mrs. Gennis will make the main presentation of this article at Town Meeting and has invited the Recreation Commission, which is cosponsoring the article, to speak as well.

¹ The numbering of the Town Meeting warrant articles was in flux at the time of the Trustees' meeting. These minutes use the numbers subsequently assigned for the warrant.

Article 18, seeking a transfer of land from a 26-acre parcel at 202 Old Connecticut Path. Mrs. Knight and Mrs. Gennis reported that they have received notice from the Wayland Historical Commission that an investigation for resources of archaeological and historical importance will be required in sensitive areas of the parcel before any construction could be undertaken. This issue does not arise in the other two sites under consideration for Library expansion—5 Concord Road and the former Highway Garage site—as these sites have already been significantly disturbed by prior uses.

Article 19, requesting a wastewater connection for the current library building at 5 Concord Road. Mrs. Gennis announced that the Board of Selectmen will co-sponsor the article with the Library, and the Town, not the Library, will expend the \$56,000 payment in lieu of sewer betterment assessment if the article passes. There is some uncertainty over how to calculate wastewater flow requirements as there is no designated “Libraries” category in the usual Title 5 regulations although Title 5 regulations do state how flow may be calculated in such instances; it is also unclear what body is authorized to make that determination. The Board of Health is asking for a written policy from the Wayland Wastewater Management District Commission (WWMDC) for how it determines the amount of flow required. Mrs. Knight is making inquiries about wastewater usage among similarly sized libraries in Massachusetts for comparison.

In her presentation of Article 19 at Town Meeting, Mrs. Gennis will speak only to the need to free up buildable land for an expansion of our current library building; technical questions about flow, fees, and so on will be referred to the WMDC. The Board of Selectmen will not make a presentation for the article. Mrs. Knight stressed that this article must pass if there is any hope of expanding the library at 5 Concord Road with state funds; without more wastewater capacity and without excavating the current septic system to allow an expansion at that site, an architect probably could not design a building appropriately sized for the current Library Program, and so a potential state grant application for this site would likely fail.

Mrs. Gennis will speak to all three articles at the **League of Women Voters Candidates Night** on March 17. An information sheet based on an article to be published in the Town Crier that same day will be available at that meeting as well. Mrs. Heller and Mark Peter Hughes will also speak at the League of Women Voters event, as they are candidates for the Board of Library Trustees.

Mrs. Heller has drafted sample messages of support for Library articles that can be sent out by email to Wayland voters by Library friends and supporters.

Library Planning and Design Study

Mrs. Woodruff, who is serving on the Permanent Municipal Building Committee for the Library project, reported that nine companies have responded to the Library’s Request for Qualifications for a Designer (Architect) for the Library Planning and Design Study. The responses are currently under review and there is consensus about the top candidates. Four firms will present their credentials to an interview group on March 23; candidates will then be ranked and their references will be checked.

An information session on Massachusetts Public Library Construction Program grants will be held that same day, March 23, in South Hadley. Mrs. Gennis, Mrs. Woodruff, Mrs. Knight, and Thom

White, a member of the Library Planning Committee and the PMBC, plan to attend that session before the interview session that evening.

Mrs. Gennis and Tom Fay, Chair of the Library Planning Committee (LPC), are exploring ways to form an ad hoc advisory design group to work alongside the PMBC to support its work with information and experience available to the Board of Trustees and LPC. The group might consist of 7-9 people.

Communication with Other Town Boards about Library Matters

Trustees reported on communications received and on their attendance at meetings of other Town boards considering Library issues.

Mrs. Woodruff reported that the Recreation Commission asked the **Board of Public Works (BPW)** for support of its articles at Town Meeting, including Article 17, jointly sponsored by the Library; no action was taken. BPW reports that the drainage mitigation project at the Library is coming along. Vacuum excavations to determine the location of existing pipes are complete and permits to do the necessary work will be acquired soon. The drainage project is being conducted under a Massachusetts Emergency Management Agency grant awarded after the spring flood of 2010.

Mrs. Gennis reported that the **Wayland Real Asset Property (WRAP) Committee** has sent a memorandum advising Trustees of its concerns about possible legal restrictions on the use of the land and current library building at 5 Concord Road. The WRAP Committee urges a careful review of relevant deeds, legal opinions, and laws by a real estate attorney with special expertise in arcane property restrictions. Mrs. Gennis explained that any hiring of Special Counsel would have to be done through the Board of Selectmen. Mrs. Gennis also mentioned that a review of land documents suggests that the Board of Library Trustees may have control of less land at 5 Concord Road than thought; some land usually associated with Library use may in fact be controlled by other Town entities.

Coming up are the League of Women Voters Candidates Night (March 17), the Finance Committee's Warrant Article Hearing (March 23), two open houses for the Long-Range Plan (March 21 and March 26), The Moderator's Forum (March 23), an interview with the Wayland Weekly Buzz (March 30).

Succession Planning

Mrs. Lipcon and Mrs. Cartwright reported that the Personnel Board met on February 29 to discuss the upcoming Library Director search and the job description for the Library Director. A preliminary list of responsibilities, considerations, and minimum qualifications was circulated for comment. Though the list does not reference a responsibility to ensure the Library's place as a welcoming gathering place in the community, as the Trustees had suggested, Trustees voted unanimously (5-0) to accept the draft as a working document (Mr. Thompson having left the meeting before adjournment); Mrs. Lipcon made the motion and Mrs. Woodruff seconded it.

Other Topics Not Reasonably Anticipated 48 Hours Before the Meeting

In response to a query from the Town Administrator about the disposition of Town-owned property at 47 and 48 Sycamore Road, Trustees voted a unanimous statement of "no interest" (5-0, Mr. Thompson having left the meeting early); motion by Mrs. Lipcon, seconded by Mrs. Gennis.

The Meeting Was Adjourned at 10:40 a.m.

Documents for This Meeting

1. Agenda for Meeting, Thursday, March 17, 2016
2. Minutes of Meeting, March 3, 2016
3. Financial Report, 3/15/2016, "Town Funds" and "Other Sources"
4. February Circulation Report
5. "Monthly Statistics Dashboard: June 2015," Skokie [Illinois] Public Library
6. "Monthly Statistics Dashboard: January 2016 data," Wayland Free Public Library
7. "Monthly Statistics Dashboard: February 2016 data," Wayland Free Public Library
8. Letter to Ann Knight from Elisa Scola, Chair, Wayland Historical Commission, March 4, 2016 [relating preliminary concerns about archaeological resources that may be present on the Town-owned parcel at 202 Old Connecticut Path]
9. Memorandum from WRAP Committee to Wayland Library Trustees, March 11, 2016, titled "Assistance in Review of Deeds and Other Documentation"
10. [Memorandum] to All Boards, Committees, and Department Heads from Nan Balmer [Town Administrator] titled "Disposition of Town-Owned Parcels 47 and 48 Sycamore Road, March 14, 2016
11. Article for Wayland Town Crier titled Library Articles at Town Meeting [03/14/16]
12. Town of Wayland, Position Description, Library Director [preliminary list of considerations and minimum qualifications][circa 03/15/16]

Next Meeting(s)

- Wednesday, April 6, 2016, Raytheon Room, Wayland Free Public Library [tentative, perhaps Thursday, April 7, 2016, at 2 p.m., instead]
- Wednesday, April 20, 2016, Raytheon Room, Wayland Free Public Library

Respectfully submitted by Nan Jahnke, Friend of the Wayland Free Public Library

**Wayland Free Public Library
Board of Library Trustees
Minutes of Meeting Wednesday, March 30, 2016
Director's Office, Wayland Free Public Library**

Present: Library Director Ann Knight, Trustees Aida Gennis (chair, presiding), Sally Cartwright, Anne Heller, Lynne Lipcon, Thaddeus Thompson, Suzanne Woodruff **Absent:** None. Mr. Thompson and Mrs. Heller left before the conclusion of the meeting, around 10 a.m.

Call to Order: 8:08 a.m.

Visitors and Public Comment

Mark Peter Hughes, candidate for the Board of Library Trustees in the upcoming Town Election, attended the meeting as did former Trustee Nan Jahnke, who took the minutes. Assistant Library Director Sandy Raymond attended for a brief time to update Trustees on Library furnishings. There were no other visitors and no public comment.

Minutes of Previous Meeting(s)

The minutes of the meeting of February 17, 2016, were approved unanimously (6-0) after recording some small edits.

Communication with Other Town Boards about Library Matters, Including Warrant Articles and the Library Planning and Design Study

Trustees reported on their attendance at meetings of other Town boards considering Library issues.

Mrs. Heller reported that the Recreation Commission would like Commissioner Anna Meliones to share podium time with Mrs. Gennis at Town Meeting to jointly present Article 17, which is being co-sponsored by the Library and the Recreation Commission. Trustees agreed this is a sensible plan.

Mrs. Lipcon reported that the **Wayland Real Asset Planning (WRAP)** Committee did not address Library issues at its last meeting, but Mrs. Gennis reported she had had a conversation with the WRAP's liaison to the Library, Gretchen Schuler. Mrs. Schuler informed her that the WRAP Committee had voted its unanimous support of Library Articles 17 and 18, the land transfer articles; it has not yet voted on Article 19, seeking funds to purchase capacity for a wastewater connection for 5 Concord Road. The WRAP Committee also supported the Recreation Commission's Article 22, which (in part) seeks to fund a study to determine the feasibility of locating fields at the former Highway Garage site. Mrs. Schuler also asked for some clarification about state construction grant rounds and deadlines.

Mrs. Woodruff reported that the **Permanent Municipal Building Committee (PMBC)** has formally accepted the selection of the Library's Owner's Project Manager, John Sayre-Scibona of Design Technique, Inc., of Newburyport; it has also approved the first invoice of payment to his firm and has organized a process to negotiate a contract with the likely Designer (Architect). She also reported that the PMBC has organized a project group for the Library project consisting of all five members of the PMBC plus two representatives from the Library: Mrs. Woodruff and Thom White, an architect who serves on the Library Planning Committee. This is a voting committee. As Mrs. Woodruff understands it, the PMBC expects the Owner's Project Manager and the Architect will report directly to this group.

It is apparent to Trustees that some means of delivering information and support to the PMBC during the Planning and Design Study is important. Trustees discussed how this might occur and wondered whether a separate, nonvoting advisory group might be formed. Interested parties might include Mrs. Gennis, Mrs. Knight, and other members of the Library Planning Committee, which was originally charged with oversight of the Study. The PMBC seemingly welcomes the participation of members of the Library Trustees and the Library Planning Committee at its project meetings. The PMBC also has made it clear that there will be no increase in the voting membership of its body; any others who attend its meetings do so at the pleasure of the PMBC. Mrs. Gennis and Mrs. Knight will work with the PMBC, the Owner's Project manager, and the Architect to clarify lines of responsibility, decision-making, and authority.

Mrs. Gennis reported that the **School Committee** supports Article 17 and is excited by the prospect of more synergy between the Library and Schools, especially if a site near the Middle School is chosen for new Library construction.

Mrs. Cartwright reported that the **Board of Selectmen** has scheduled a Special Town Meeting for November 15-16, 2016.

Mrs. Woodruff reported that the **Board of Public Works** has not taken any recent actions that affect the Library.

Mrs. Gennis reported that the **Council on Aging/Community Center Advisory Committee (COA/CC)** is currently working on a program document and would like information from the Library about the Library's program and spaces. Mrs. Gennis referred them to the Library's recently updated Library Program and advised them that the Architect for the Library Planning and Design Study will also be reviewing and updating this document as part of his work over the next months.

Mrs. Gennis reported that the COA/CC has asked for the Library's support of its Article 21 at Town Meeting. The Article requests funds to pursue a plan for a joint COA/CC building at Town Center. After discussion, on a motion by Mr. Thompson, seconded by Mrs. Woodruff, Trustees unanimously (6-0) adopted the following language of support:

Recognizing that the Council of Aging has an urgent need for more space and better facilities, and supporting the vision of a vibrant municipal presence at Town Center, the Board of Library Trustees voted unanimously on March 30, 2016, to support the passage of Article 21 at the 2016 Annual Town Meeting.

Mr. Hughes asked whether it would yet be possible to combine Library, COA, and/or Community Center functions in one facility, a suggestion that was earlier explored for a joint Library and COA. Mrs. Gennis explained that the "Municipal Pad" site at Town Center was found to be too small for a joint Library/COA building and that the Massachusetts Public Library Construction Program timeline makes a joint project infeasible for the next round of grants. She noted, however, that in recent years the Trustees have certainly been open to such suggestions.

Finally, Mrs. Gennis reported that she and Mrs. Heller would sit for an interview with the **Wayland Weekly Buzz** on the afternoon of March 30.

Retirement of Thaddeus Thompson

Mr. Thompson confirmed that he will retire from the Board of Library Trustees following the vote in the upcoming Town Election and the completion of Town Meeting. Mr. Hughes is running for his seat.

Trustees expressed dismay at Mr. Thompson's departure and thanked him for his service, commending his ability to frame issues and assist the Board with financial decisions.

Library Furnishings

Assistant Director Sandy Raymond updated Trustees on new Library furnishings authorized earlier. The BRIO table and AWE Learning Station have been installed in the Children's Room and are both well received. End cap shelving for the Teen Area will arrive the first week of April, and the two "wedding cake" display tables for the Main Rooms will arrive by May 25.

Mrs. Raymond presented two options for inexpensive café-style tables and chairs to be installed in the downstairs hallway for patrons seeking a place to sit briefly while making phone calls, chatting with friends, waiting for the restrooms, and so on. After discussion, on a motion by Mrs. Lipcon, seconded by Mrs. Cartwright, Trustees voted to approve the purchase of two Outdoor 3-Piece Bistro Sets, in red, at a total cost of approximately \$180.00 plus tax. The vote was unanimous (4-0, Mr. Thompson and Mrs. Heller having had to leave early). Pursuant to a vote at the Trustees' meeting on February 3, funds will be made available from the Draper Fund.

Warrant Articles for Annual Town Meeting

Trustees applauded Mrs. Gennis for her talk at the League of Women Voter's Candidate's Night on March 17, when she presented the three articles that the Library is bringing to Town Meeting. Mrs. Gennis, Mrs. Heller, and Mrs. Jahnke are now finalizing the podium presentations for those articles at Town Meeting, which begins on April 7.

The presentations for **Articles 17 and 18**, the land transfer articles, are close to done. Mrs. Knight has asked peer libraries for information about their wastewater usage to support **Article 19**, which seeks funds to purchase capacity which will allow the current library building at 5 Concord Road to be connected to the Town's wastewater system. In her presentation of that article at Town Meeting, Mrs. Gennis will speak only to the need to free up buildable land for an expansion of our current Library building; technical questions about capacity, fees, septic removal, and so on will be referred to the Wastewater Management District Commission. The article does not request funds for the cost of the connection itself, this would be funded through the Facilities Department budget.

A poster urging Yes votes on the Library articles will be displayed in the Library through Town Meeting.

An email message encouraging voters to come to Town Meeting and vote Yes on the Library articles will be sent to Library supporters in the first week of April for dissemination to their friends and colleagues as they desire. Mrs. Lipcon suggested that the message include a suggestion to send out information by Twitter.

A handout will be made available to voters at Town Meeting. The handout will be based on an article that appeared in the Town Crier on March 17, and will include maps showing the parcels referenced in the warrant articles.

Long-Range Plan

Development of the Library's new Long-Range Plan is coming along under the direction of our Long-Range Plan Consultant Chuck Flaherty. Two public forums conducted for the Plan attracted 20-25 people each in March, with some interesting comments, especially about community engagement. A meeting with Library staff will take place on April 4.

Succession Planning

Mrs. Lipcon and Mrs. Cartwright reported that the Personnel Committee has almost finalized the job description for the upcoming Library Director search. They also presented a draft timeline for that search that is also close to final. Mrs. Lipcon noted that under the timeline, Trustees should expect to need to be available for key votes at the end of summer.

The Meeting Was Adjourned at 10:28 a.m.

Documents for This Meeting

1. Agenda for Meeting, Wednesday, March 30, 2016
2. Minutes of Meeting, February 17, 2016
3. "Wayland Free Public Library Usage Statistics [FY 2011-FY2016]"
4. "Proposed time line for Director Search," DRAFT [circa March 30]
5. Tear sheets with product descriptions from Amazon.com for "Outdoor 3 piece Bistro Set" and "RED Bistro Set," both printed March 16, 2016
6. Massachusetts Board of Library Commissioners publication "State Funding Cuts Are Putting Library Resource Sharing at Risk."

Next Meeting(s)

- Wednesday, April 6, 2016, Raytheon Room, Wayland Free Public Library

Respectfully submitted by Nan Jahnke, Friend of the Wayland Free Public Library

**Wayland Free Public Library
Board of Library Trustees
Minutes of Meeting Wednesday, April 6, 2016
Raytheon Room, Wayland Free Public Library**

Present: Library Director Ann Knight, Trustees Aida Gennis (chair, presiding), Sally Cartwright, Anne Heller, Lynne Lipcon, Suzanne Woodruff **Absent:** Thaddeus Thompson

Call to Order: 8:13 a.m.

Visitors and Public Comment

Former Trustee Nan Jahnke attended the meeting and took the minutes; there were no other visitors. Mrs. Gennis congratulated Mrs. Heller and Mark Peter Hughes on their election to the Board of Library Trustees at the Town Election held on April 4, 2016. Mrs. Heller is a returning Trustee. Mr. Hughes will begin his service after being sworn in, soon after the completion of 2016 Annual Town Meeting.

Minutes of Previous Meeting(s)

Minutes for February 17, 2016, which were previously approved, will have to be revisited at a later meeting as Trustees inadvertently approved a draft version of the minutes. There were no new minutes available for vote at this meeting.

Schedule of Future Meetings

Trustees scheduled meetings through the end of the Fiscal Year as listed at the end of these minutes.

Financial, Statistical, and Director's Reports

These monthly reports will be discussed at the next, regular, meeting.

Warrant Articles for Annual Town Meeting

Mrs. Gennis and Mrs. Heller reported that a recent interview with the Wayland Weekly Buzz about the Library Planning and Design Study went well. Mrs. Gennis is now finalizing her podium presentations for the three articles (Articles 17, 18, and 19) the Trustees are offering at the upcoming Town Meeting. Anna Meliones, a member of the Recreation Commission, will also speak to Article 17, a land transfer article concerning parcels near the former Highway Garage, as the Recreation Commission is co-sponsoring that article. Altogether the talks are allowed only 7 minutes, Mrs. Gennis will ask the Moderator whether they may be allowed an extra minute.

As for Articles 17 and 18, the land transfer articles, Mrs. Gennis said she will stress three things: (1) that the Trustees will ask for a transfer of land *if and only if* a location on one of these parcels is identified as a building site in an application for a state library construction grant; (2) that the Trustees will request control of *only that portion of the property* needed for a new library building and its "adjacencies" and identified as such in the state library construction grant application; and (3) that any land transfer would be contingent on the award of a state library construction grant.

As for Article 19, requesting flow capacity which will allow a wastewater connection for the current Library building, Mrs. Gennis will address only the need to free up more buildable land at 5 Concord

Road (by retiring and excavating the septic system); questions about wastewater capacity, fees, and so on will be directed to the Wastewater Management District Commission (WMDC). Mrs. Gennis and Mrs. Knight have confirmed that the WMDC has a member willing to speak to any technical or cost concerns. Trustees reviewed other likely questions and concerns, and were satisfied that the cases for all three articles are sound and that the Board is well prepared for Town Meeting.

Library Planning and Design Study

Mrs. Gennis announced that the Town has come to terms with the architectural firm selected for the Library Planning and Design Study, Tappé Architects, of Boston, and that contract language has been agreed upon. Mrs. Woodruff, one of the Library's two representatives to the Permanent Municipal Building Committee (PMBC), will follow up with Ben Keefe, the Town's Public Buildings Director. Once the contract is signed, the Architect will meet with the PMBC, including the two members for the Library project, and with what the Trustees anticipate to be several interested members of the Library Trustees and the Library Planning Committee. Mrs. Knight, Mrs. Gennis, and several members of the Library Planning Committee (LPC) have already expressed an interest in attending PMBC meetings during the course of the Planning and Design Study.

Mrs. Knight and Mrs. Gennis noted that Rosemary Waltos, the Library Building Consultant at the Massachusetts Board of Library Commissioners (MBLC), has advised them that the MBLC expects the Library Director to be a voting member on any town building committee in charge of a state-supported library construction project. This is currently not the case in Wayland, and the PMBC is unwilling to increase the number of Library representatives to three from the current two (Mrs. Woodruff, Trustee, and Thom White, from the LPC). Perhaps the state representative should contact the PMBC. Or perhaps one of the current Library representatives should resign so Mrs. Knight can sit on the committee. Trustees agreed to take up this issue after the Town Meeting votes.

Legal Opinion Concerning Current Library Site

Trustees reviewed an opinion recently received from Town Counsel about whether there might be legal restrictions on the use of the Library's site at 5 Concord Road. He specifically reviewed whether the parcel and/or building might be constrained under the will of Warren Gould Roby (d. 1897), subsequent deeds of land from his estate and from other parties, various Town Meeting votes, and Town zoning by-laws. Town Counsel felt he could not opine with a high degree of certainty one way or the other. He advised the Trustees to seek a judicial declaration about any use restrictions in the event the Town decides to change the use of the site; such a declaration might address the argument that the use of the land for Town Library purposes has become impracticable. Mrs. Gennis pointed out that the Trustees might seek the opinion of special counsel on this matter before seeking a judicial decision.

Trustees took the matter under advisement, awaiting the outcome of the Library Planning and Design Study.

Communication with Other Town Boards about Library Issues

Trustees reported on other Town board meetings they had attended and on expressions of support for the Library's warrant articles and Library Planning and Design Study. So far, expressions of support have come from the Board of Selectmen (Articles 17, 18, 19); the Finance Committee (Articles 17, 18, 19); the Library Planning Committee (Articles 17, 18, 19); the Wayland Real Asset Planning Committee (Articles 17, 18); and the Recreation Commission (Article 17). The Council on Aging/Community Center Advisory Committee will vote whether and how to support the Library at its meeting on April 6. The Planning

Board is believed to support all three articles as well.

Mrs. Woodruff reported that the Board of Public Works voted at a recent meeting to transfer its parcel at 207 Main Street to the School Department. The transfer is subject to certain restrictions on snow storage, planting, and fertilization as set forth in a document dated March 8, 2006. Mrs. Woodruff's understanding is that the authorization to transfer the parcel was voted at a Town Meeting in 1968 but was apparently not executed until now; or perhaps the record of an earlier transfer was lost. Mrs. Woodruff also reported that it seems drainage mitigation work at the Library, to be accomplished under a Massachusetts Emergency Management Agency grant, is moving into the permitting process.

Long-Range Plan

Mrs. Knight reported on a productive meeting between the Library's Long-Range Plan consultant, Chuck Flaherty, and Library staff. Mr. Flaherty is now working to create three or four overarching Goals and Objectives for the Plan. One goal will reflect an interest that was repeatedly expressed in a series of recent public meetings in more "community engagement" at the Library (e.g., through programming and through events responding to community ideas, issues, and concerns). The other goals and objectives are still in development. Once these are articulated, the Library staff will work on a list of Activities to achieve them. Mr. Flaherty expects to have the Goals and Objectives completed in April and the Activities in May, with a draft of the completed Long-Range Plan to the Trustees in June.

Library Food Policy

Mrs. Knight asked Trustees for their thoughts about whether to issue an official food policy for the Library, noting that problems with odors and spillage sometimes arise when patrons bring food or drinks in the Library. Food and drink are not currently prohibited at the Library, although alcoholic beverages are prohibited. Trustees agreed that the Library's chief concern in this area should be to encourage Library use, ease of use, and enjoyment; seeing no need for an official policy, they encouraged the staff to use their own common sense and good judgment in matters of food and drink at the Library.

Director Search

Mrs. Lipcon and Mrs. Cartwright presented a close-to-final job description for the position of Library Director recently developed by them (representing the Trustees) and the Personnel Board and Human Resources Director John Senchyshyn (representing the Town). The job description was developed in advance of a wide search, perhaps nationwide, for a Director to succeed Mrs. Knight, who will retire in the fall. The position will be advertised in June, so a search committee will need to be formed soon. The salary range for this position is currently listed as N10 on the Non-Union salary scale. Mrs. Knight will assemble some information from comparable towns to supplement salary research already undertaken by Mrs. Cartwright and Mrs. Lipcon.

Trustees Concerns and Other Topics Not Reasonably Anticipated Before the Meeting

Mrs. Knight reported that despite efforts to save them, the boxwoods along the path from the parking lot are seemingly dead and may need to be removed. Permission will be sought from the Friends of the Library, who donated the plants and have maintained them over the years. Mrs. Knight will ask the President of the Friends, Sara Hubbell, if she would like to come to a Trustees' meeting to discuss any new plantings or maintenance measures.

Mrs. Knight reported that the recent Authors' Fair was very successful both for the authors and for the

public. She thought there might be interest in a separate Children's Authors Fair in the future. Mrs. Gennis added that several authors commented to her that a Children's Authors Fair would be well received noting that there were several authors and an illustrator of children's books present already.

Finally, Mrs. Knight noted that she is meeting soon with the "Great Presenters" program organizers about next year's series. She asked whether Trustees want the program to go forward under the new Library Director, noting that it takes a fair amount of the Director's time as well as a once-monthly evening commitment. Trustees agreed to another year of programming, with future plans to be determined by the new Director.

The Meeting Was Adjourned at 10:19 a.m.

Documents for This Meeting

1. Agenda for Meeting, Wednesday, April 6, 2016
2. Letter from Mark J. Lanza, Attorney At Law, to Aida Gennis, Chair, Board of Library Trustees, captioned "Re: Town Library Site Use Restrictions," March 30, 2016
3. "Town of Wayland Position Description: Library Director," March 21, 2016

Next Meeting(s)

- Wednesday, April 20, 8 a.m., Raytheon Room, Wayland Free Public Library
- Wednesday, May 4, 8 a.m., Raytheon Room, Wayland Free Public Library
- Wednesday, May 18, 8 a.m., Raytheon Room, Wayland Free Public Library
- Wednesday, June 1, 8 a.m., Raytheon Room, Wayland Free Public Library
- Wednesday, June 15, 8 a.m., Raytheon Room, Wayland Free Public Library
- Wednesday, June 29, 8 a.m., Raytheon Room, Wayland Free Public Library

Respectfully submitted by Nan Jahnke, Friend of the Wayland Free Public Library

**Wayland Free Public Library
Board of Library Trustees
Minutes of Meeting Tuesday, April 11, 2016
Wayland High School Field House**

Present: Library Director Ann Knight, Trustees Aida Gennis (chair, presiding), Anne Heller, Lynne Lipcon, Suzanne Woodruff **Absent:** Sally Cartwright, Thaddeus Thompson

Call to Order: 6:50 p.m.

Visitors and Public Comment

Former Trustee Nan Jahnke attended the meeting and took the minutes. There were no other visitors and no public comment.

Votes on Article at Town Meeting

Trustees congratulated Mrs. Gennis on her podium presentations for the three articles sponsored by the Board of Library Trustees at Town Meeting on April 10, 2016. The three articles passed by large margin votes, as follows: Articles 17, 213-29; Article 18, 225-27; Article 19, 254-13.

Topics Not Reasonably Anticipated by the Chair 48 Hours in Advance of the Meeting

Citing the special expertise that architect Thom White brings to the Permanent Municipal Building Committee's Library Project and the importance of having a place on the Board for the current Library Director and her successor come fall, Mrs. Woodruff announced that she would resign her own seat on the Permanent Municipal Building Committee (PMBC) in favor of Mrs. Knight, the Library Director. Trustees commended Mrs. Woodruff for her service and thanked her for offering the resignation so the Library could meet the expectations of the Massachusetts Public Library Construction Program and put the Library's Planning and Design Study in good order.

On a motion by Mrs. Heller, seconded by Mrs. Lipcon, Trustees voted unanimously (4-0) to approve Mrs. Woodruff's resignation from the Permanent Municipal Building Committee. Then, on a motion by Mrs. Woodruff, seconded by Mrs. Lipcon, Trustees voted unanimously (4-0) both to recommend that the Board of Selectmen accept Mrs. Woodruff's resignation and to nominate Mrs. Knight to the Board of Selectmen so they might appoint her to serve on the Permanent Municipal Building Committee in Mrs. Woodruff's stead. Mrs. Gennis will notify the Selectmen of these decisions.

Trustees expressed the hope that Mrs. Woodruff would remain involved in the Library design project as it moves forward. Trustees anticipate that an advisory group may be formed to support the PMBC and the Design Team in its Library project work. Mrs. Gennis is working with Tom Fay, chair of the Library Planning Committee, to get such a group off the ground. Mrs. Gennis suggested that such a group might have up to 9 members, and the Trustees agreed. Mrs. Gennis will approach some likely candidates, with a special appeal to residents with young families, and discuss the matter further with the PMBC.

With the articles passed, the architect's contract ready to sign, and the composition of the PMBC for the Library project finalized, Mrs. Gennis expressed satisfaction with the progress of the Library Planning and Design Study and said, "Now, let the architect do his work!"

The Meeting Was Adjourned at 7 p.m. as Town Meeting was convened.

Documents for This Meeting

There were no documents for this meeting.

Next Meeting(s)

- Wednesday April 20 8 a.m. Raytheon Room, Wayland Free Public Library
- Wednesday May 4 8 a.m. Raytheon Room, Wayland Free Public Library
- Wednesday May 18 8 a.m. Raytheon Room, Wayland Free Public Library
- Wednesday June 1 8 a.m. Raytheon Room, Wayland Free Public Library
- Wednesday June 15 8 a.m. Raytheon Room, Wayland Free Public Library
- Wednesday June 29 8 a.m. Raytheon Room, Wayland Free Public Library

Respectfully submitted by Nan Jahnke, Friend of the Wayland Free Public Library

**Wayland Free Public Library
Board of Library Trustees
Minutes of Meeting Wednesday, April 20, 2016
Raytheon Room, Wayland Free Public Library**

Present: Library Director Ann Knight, Trustees Aida Gennis (chair, presiding), Sally Cartwright, Anne Heller, Mark Peter Hughes, Lynne Lipcon, Suzanne Woodruff **Absent:** None

Call to Order: 8:10 a.m.

Visitors and Public Comment

Former Trustee Nan Jahnke attended the meeting and took the minutes. There were no other visitors. Mrs. Gennis welcomed new Trustee Mark Peter Hughes to the Board and congratulated Mrs. Heller on her reelection. There was no other public comment.

Minutes of Previous Meeting(s)

There were no minutes available for approval at this meeting.

Schedule of Future Meetings

Mrs. Gennis announced that the Board will continue to meet twice a month, generally on the first and third Wednesdays, for the duration of the Library Planning and Design Study.

Financial and Statistical Reports

The March Circulation Report showed an increase in circulation over recent months. The March Statistics "Dashboard" data showed a 17% increase in Library visits since 2011, a fourfold rise in children's program attendance over the same period, 400 hours of Internet and Office usage in March, and other interesting statistics. Library Assistant Director Sandy Raymond continues to refine this new statistics reporting system. Financial reports will be made available at a future meeting.

Director Search

Trustees reviewed another close-to-final job posting for the position of Library Director and suggested some changes. In particular they recommended including a phrase to the effect that the Library is currently conducting a Planning and Design Study and may apply for a grant from the Massachusetts Public Library Construction Program for a new or expanded Library. The job will be posted on or about June 8 with an application deadline of July 15.

Mrs. Lipcon explained the selection process. After checking that all applicants meet the minimum requirements, John Senchyshyn, the Town's Human Resources Director, will forward the qualifying applications to a Screening Committee, organized by the Trustees, which will review all the applicants and present three to five candidates to a Selection Committee, composed of all the Trustees and others of their choosing, for interviews and final selection. Mr. Senchyshyn (or his representative) will attend all face-to-face interviews. Mrs. Knight pointed out that a deep pool of applicants might require two rounds of interviews to winnow the field. The final interview round will likely take place between August 31 and September 5.

Trustees discussed the composition of the Screening Committee and suggested that it might include two or three Trustees, a staff member, a Friend of the Library, and a member of the Library Planning Committee. Mrs. Lipcon, Mrs. Cartwright, and Mr. Hughes volunteered to serve. Mrs. Knight recommended that the staff choose its own representative; Mrs. Lipcon will ask Mrs. Raymond, the Assistant Director, to organize that selection. Mrs. Lipcon will also approach other likely candidates.

Recap of Annual Town Meeting

Mrs. Heller congratulated Mrs. Gennis and all those who worked to get the Library's three warrant articles passed at Town Meeting.

Library Planning and Design Study

Mrs. Gennis reported that a contract has been signed with the architectural firm selected for the Library Planning and Design Study, Tappé Architects, of Boston, and that the Permanent Municipal Building Committee (PMBC) is now discussing the work schedule and familiarizing itself with the requirements of the Massachusetts Public Library Construction program. Mrs. Knight confirmed that she has been appointed by the Board of Selectmen to serve on the PMBC for the duration of the Library project, replacing Mrs. Woodruff, who resigned her seat earlier in the month so that the Director could serve in that role, as the Massachusetts Board of Library Commissioners suggests.

Mrs. Gennis noted that while Article 22, sponsored by the Recreation Commission, failed to pass at Town Meeting, the Architect will take the Commissioners' interest in siting playing fields at the former Highway Garage site into account as he considers that site for a Library; similarly, the Architect will follow developments in the Wayland Real Asset Planning Committee closely.

Mrs. Gennis reported that the Architect will seek input from the Trustees and the Library Planning Committee as it develops a matrix to help evaluate sites under consideration for Library expansion. Mrs. Knight will seek examples of matrices used in other library building projects for reference. Trustees continue to explore ways to involve members of the Board of Trustees and the Library Planning Committee in the work of the PMBC on the Library Planning and Design Study.

Communication with Other Town Boards about Library Issues

Trustees reported on other Town board meetings they had recently attended, and said that no decisions were made that affect the Library. Several boards have inquired about when the Trustees will know which site might be proposed for Library expansion. Mrs. Gennis said that if the decision is made to go forward with a Massachusetts Public Library Construction project, a site must be chosen no later than October, when the Letter of Intent to apply for a state grant is due.

Mrs. Gennis reported that questions have arisen among several groups in town, including the Historical Society, the Historical Commission, and the Historic District Commission, about whether it would be appropriate and feasible to relocate the Freight Shed at 1 Concord Road to another location on that parcel to provide better parking for the current Library building, the coming Rail Trail, and the Grout-Heard House Museum. While interested in the discussion, the Trustees took no position on this idea.

Long-Range Plan

Mrs. Knight reported that the Long-Range Plan group is currently discussing Objectives and Goals.

Topics Not Reasonably Anticipated 48 Hours Before the Meeting

On a motion by Mrs. Woodruff, seconded by Mr. Hughes, Trustees voted to accept a recent gift to the Library of \$500 and to apply it to the Millennium Fund.

The Meeting Was Adjourned at 10 a.m.

Documents for This Meeting

1. Agenda for Meeting, Wednesday, April 20, 2016
2. March 2016 Circulation Report
3. "Monthly Statistics Dashboard: March 2016 data"
4. Draft job description for the position of Library Director, Town of Wayland

Next Meeting(s)

- Wednesday, May 4, 8 a.m., Raytheon Room, Wayland Free Public Library
- Wednesday, May 18, 8 a.m., Raytheon Room, Wayland Free Public Library
- Wednesday, June 1, 8 a.m., Raytheon Room, Wayland Free Public Library
- Wednesday, June 15, 8 a.m., Raytheon Room, Wayland Free Public Library
- Wednesday, June 29, 8 a.m., Raytheon Room, Wayland Free Public Library

Respectfully submitted by Nan Jahnke, Friend of the Wayland Free Public Library

**Wayland Free Public Library
Board of Library Trustees
Minutes of Meeting Wednesday, May 4, 2016
Raytheon Room, Wayland Free Public Library**

Present: Library Director Ann Knight, Trustees Aida Gennis (chair, presiding), Sally Cartwright, Anne Heller, Mark Peter Hughes, Lynne Lipcon, Suzanne Woodruff **Absent:** None

Call to Order: 8:05 a.m.

Visitors and Public Comment

Former Trustee Nan Jahnke attended the meeting and took the minutes. There were no other visitors and no public comment.

Minutes of Previous Meeting(s)

After making several small corrections, Trustees approved the minutes of February 17, March 17, March 30, April 6, April 11, and April 20, 2016 unanimously.

Financial and Statistical Reports

The monthly financial and circulation reports will be available at the Trustees next regularly scheduled meeting on May 18, along with the monthly Director's Report.

Director Search

There was nothing new to report about the search for a new director to replace Mrs. Knight, who is retiring in October. The job is still expected to be posted in June.

Communication with Other Town Boards about Library Issues

Trustees reported on other Town board meetings they had recently attended, and said that no decisions were made that directly affect the Library. Of interest, however, are the upcoming public forums to consider the Town's Open Space Plan (May 4, cohosted by the **Recreation Commission** and the **Conservation Commission**) and to present the initial findings of the **Wayland Real Asset Planning Committee** (May 11 [Mrs. Heller will attend] and May 16 [Mrs. Woodruff and Mrs. Lipcon will attend]). It was noted that the **Permanent Municipal Building Committee (PMBC)**, which oversees the Library Planning and Design Study, is now down one member after the resignation of Doug Goddard, and that Joe Nolan continues to serve as the **Board of Selectmen's liaison** to the Library. Mrs. Gennis will follow up with Mr. Nolan, perhaps inviting him to the Board's upcoming Community Visioning Forums.

Mrs. Gennis reported that Town department heads have been asked if they have any information or reports that might be of interest to Tappé Architects, the Design Team for the Library Planning and Design Study. The **Recreation Commission** has responded with some information about its interest in siting one or more fields at the 193/195/207 Main Street site. Mrs. Gennis reported that the **School Committee** has determined that it requires 0.7 acres for bus parking and dispatch; the Main Street parcel (4.7 combined acres) has sometimes been proposed for that use as well. Other Town boards will be contacted again as the idea is to gather as much potentially relevant information for the Design Team as possible and let the team determine what is useful.

Concerning **Zoning Board** requirements at the current Library site at 5 Concord Road, Mrs. Gennis reported that the parcel is in the Town's Aquifer Protection District, which might present some constraints on a buildout there, e.g. in the choice of paving materials. She also noted that it is unclear whether the Town's designation of 1 Concord Road as a parking area for the Library includes the area behind the Freight Shed.

Summarizing recent meetings of the **Board of Public Works (BPW)**, Mrs. Woodruff reported that the Town is hastening to provide required information to Tighe & Bond, the engineers working on drainage mitigation at the Library, in advance of a deadline from the funding grantor, the Massachusetts Emergency Management Agency. The drainage work will address conditions that contributed to a major flood at the Library in Spring 2010. A different, longer-range drainage plan, proposed by a member of the BPW, could be under consideration for later implementation. Trustees agreed that it is imperative that the drainage mitigation work be done well and with foresight, no matter what decision is made about locating a library building on this site.

Library Planning and Design Study

Mrs. Knight reported that the team from Tappé did a walk-through of the building and site at 5 Concord Road on May 3 before heading out to see the other two sites under consideration for a Library building. The team is currently developing a matrix of site characteristics to help focus attention on the strengths and weaknesses of each of the three sites. The Library Planning Committee has already discussed a draft matrix, and Mrs. Knight will send a sample matrix to the Trustees for review.

The Board of Trustees and the Library Planning Committee will hold two Community Visioning Forums at which members of the public can meet the Design Team from Tappé and offer input on what they would like to see in a new or expanded library building. The two forums, which are expected to have the same format and agenda, will be held on Tuesday, May 17, and Wednesday, June 8, in the Raytheon Room, beginning at 7 p.m. Mrs. Gennis and Mrs. Jahnke are developing publicity for the events. A separate meeting with High School students will be held at a date to be determined.

Mrs. Gennis asked Trustees to attend the next meeting of the PMBC, which will focus on the Library project; the meeting is scheduled for Wednesday, May 18. Mrs. Knight's appointment to that committee is now being finalized.

After reviewing various potential legal issues at the three sites proposed for a Library expansion, Mrs. Gennis proposed that the Trustees request the help of outside counsel to identify all such issues and consider possible remedies. Mrs. Gennis argued that an outside review would bring needed special expertise to the Library Project, help determine the best possible site for expansion, and strengthen the Trustees' application for a Massachusetts Public Library Construction grant. Trustees agreed, adding that such a review would benefit not only the Library, which controls the site at 5 Concord Road, but also the Town as a whole as the other two sites under consideration for a library will likely be considered for other Town purposes in the future as well.

On a motion by Mrs. Lipcon, seconded by Mrs. Woodruff, Trustees voted unanimously (6-0) to request of the Board of Selectmen that the Town engage outside special legal counsel to investigate possible legal restrictions on uses of the parcels at 5 Concord Road, 193/195/207 Main Street, and 202 Old Connecticut Path—including but not limited to deed restrictions and zoning restrictions—that may arise in the course of the Library Planning and Design Study. Mrs. Gennis will present the request to the

Selectmen.

Mrs. Heller noted that communication about the Library Planning and Design Study is becoming more challenging now as Trustees and LPC members attend different board meetings. She proposed that all documents from all open meetings be collected in one place where Trustees can easily access them, and Trustees endorsed this plan.

Long-Range Plan

Chuck Flaherty, the Library's consultant for the Long-Rang Plan update, has presented a set of draft Goals and Objectives to the Library Planning Committee, which will offer its comments and revisions before sending the document on to the Trustees for approval.

Topics Not Reasonably Anticipated 48 Hours Before the Meeting

Mrs. Knight reported that after receiving complaints from patrons she has had the lines repainted in the parking lot to better delineate the parking spaces. As neither the Library nor the Department of Public Works had money remaining in their budgets for this work, the \$375 cost was paid from State Aid.

Mrs. Heller reported that the semi-annual Library Book and Bake Sale held over the last weekend of April was a success, netting more than \$6,000 for the Friends of the Wayland Free Public Library. She expressed thanks to all who helped.

The Meeting Was Adjourned at 9:55 a.m.

Documents for This Meeting

1. Agenda for Meeting, Wednesday, May 4, 2016
2. Minutes of February 17, March 17, March 30, April 6, April 11, and April 20, 2016
3. Two fliers publicizing two Library Visioning Forums, May 17 and June 8, 2016, one titled "Meet Tappé Architects" and the other titled "MEET THE LIBRARY ARCHITECT!"
4. "Wayland Free Public Library: Proposal for Architectural Services," Tappé Architects, March 10, 2016 (digital distribution to Trustees)

Next Meeting(s)

- Wednesday, May 18, 8 a.m., Raytheon Room, Wayland Free Public Library
- Wednesday, June 1, 8 a.m., Raytheon Room, Wayland Free Public Library
- Wednesday, June 15, 8 a.m., Raytheon Room, Wayland Free Public Library
- Wednesday, June 29, 8 a.m., Raytheon Room, Wayland Free Public Library

Respectfully submitted by Nan Jahnke, Friend of the Wayland Free Public Library

Personnel Board Meeting
Wayland Town Building – Selectmen’s Office
Meeting Minutes
April 26, 2016 7:00 pm

Members Present:

J. Green (JG), M. Peabody (MP); P. Schneider (PS); M. Jones (MJ); D. Cohen (DC)

Also Present: J. Senchyshyn (JS)

JG called the meeting to order at 7:00 pm.

Public Comment

None

Review of the Amended 2/29/16 Minutes

JS stated he found that the votes of the minutes of 12/15/15, 1/11/16 and 2/11/16 had not been included in the 2/29/16 minutes. The omission came to light when the meeting documents were being assembled.

MP moved to approve the amended minutes of 2/29/16. PS seconded the motion. Four members having voted in the affirmative, the motion passed. DC abstained as she did not attend the meeting.

Review of the Amended 3/21/16 Minutes

The minutes were approved as amended:

J. Green (JG) ~~M. Peabody (MP)~~

2/29/16 ~~2/29/15~~

MJ moved to approve the amended minutes of 3/21/16 as amended. PS seconded the motion. Four members having voted in the affirmative, the motion passed. MP abstained as she did not attend the meeting.

In-House Review of AFSCME 2 Positions

JS reminded the Board that the recently settled AFSCME 2 contract includes a provision for the Town to conduct an in-house classification review prior to the expiration of the contract, which is 6/30/17. He is ready to begin the review starting with updates of the job descriptions. Employees and supervisors will be asked for their input regarding any significant changes to the job description. If there are any changes proposed, the job descriptions would be presented to the Board. No Board action is required at this time.

Review and Approval of Starting Wage Rates

JS reviewed several new hires and requested starting wage rates be approved for the following:

- Lillian DePasquale – PT Department Assistant, Treasurer/Collectors’ Office
C-14, Step 5 - \$23.46 / hr
- Kristen Peters – Department Assistant, DPW
C-14, Step 4 - \$41,139 / yr

- Jorge Pazos – IT Director
N-13, Step 10 - \$119,843 / yr

MJ moved to approve a starting wage rate of Grade C-14, Step 5 - \$23.46 per hour for Lillian DePasquale – PT Department Assistant, Treasurer/Collectors' Office. PS seconded the motion. Five members having voted in the affirmative, the motion passed.

MJ moved to approve a starting wage rate of Grade C-14, Step 4 - \$41,139 per year for Kristen Peters – Department Assistant, DPW. PS seconded the motion. Five members having voted in the affirmative, the motion passed.

MJ moved to approve a starting wage rate of Grade N-13, Step 10 - \$119,843 per year for Jorge Pazos – IT Director. PS seconded the motion. Five members having voted in the affirmative, the motion passed.

Executive Session

JG moved the Personnel Board enter executive session pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a)(3) to Discuss Collective Bargaining Request from Fire Union to Discuss Job Descriptions; Discuss AFSCME 2 and Teamsters Negotiations Regarding the Installation of Security Cameras at the DPW Facility; Discuss Collective Bargaining Negotiations with AFSCME 2 Regarding a Potential Position Elimination; Review and Potential Vote to Approve Executive Session Minutes of 3/21/16; Review and Potential Vote to Release Executive Session Minutes of 10/19/15, 9/28/15, 8/3/15, 6/22/15, 3/2/15, 2/23/15, 9/15/14, 6/2/14, 5/5/14, 2/24/14, 2/10/14, 1/15/14, 8/5/13, 2/11/13, 10/15/12, 9/10/12, 8/13/12, 7/13/12, 1/23/12 as an open discussion might have a detrimental effect on the Town's position.

MP seconded the motion.

JG took a roll call vote:

Member Schneider	Aye
Member Jones	Aye
Member Cohen	Aye
Vice-Chair Peabody	Aye
Chair Green	Aye

The Board having voted 5-0 to move into Executive Session, the motion carried. JG announced that the Board would be going into Executive Session for approximately 1 hour for the stated purposes. The Board would be returning to Open Session.

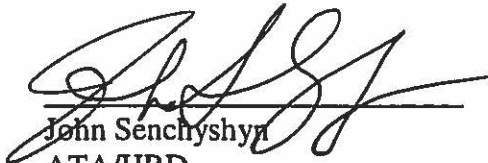
The Board Entered Executive Session at approximately 7:25 pm.

The Board returned to Open Session at approximately 8:40 pm.

Next Meeting

The Board scheduled its next meeting for 5/23/16.

PS moved to adjourn at 8:45 pm. MJ seconded the motion. Five members having voted in the affirmative, the motion passed.


John Senchyshyn
ATA/HRD

Documents From Personnel Board Meeting

Regular Session

April 26, 2016

Document:

2016-02-29 Amended Draft Minutes

2016-03-21 Draft Minutes

Article 10-6 from AFSCME 2 CBA

Policy Listing

Resumes - DePasquale, Kelly, Pazos

PUBLIC CEREMONIES COMMITTEE
Minutes of meeting on May 11, 2016

- 1) The committee meeting was called to order at 7:00 p.m.
In attendance: Richard Turner (RT), Carl Bernardo (CB), George Bernard (GB) and John Dyer (JD). Not Present: Dennis Berry and Stephen Streeter (SS)
- 2) Public Comment: No Public Comment
- 3) Preparation For Memorial Day New Business:
 - SS tested out the new speaker system and it works perfectly. In addition SS purchased new carrying bags for the speakers. RT purchased a carrying bag for the stands.
 - RT suggested that SS buy surge protector for speaker system as it is run by a generator. Storage of speaker equipment TBD.
 - RT has received eleven (11) Memorial Day Parade Applications to date.
 - SS to bring color codes cards for Memorial Day to next WPCC meeting.
 - Chaplain Griffith of Natick Labs was not able to locate a military chaplain for Memorial Day. RT asked a Jewish Rabbi to give the prayers but she was unavailable on 30 May. GB was asked if any of the pastors at Trinitarian Congregational Church (TCC) were available. Pastor Allan Baldwin of TCC agreed to give the Invocation & Benediction provided he may say the prayers "in the name of Jesus". The committee voted unanimously 4 – 0 in favor of the pastor praying "in the name of Jesus". The committee determined that any religious person doing the prayer part of the program should do it "according to the traditions of his or her religion".
 - RT to check to see which Selectman is speaking.
 - CB stated there are no military vehicles in this year's parade and if we want military vehicles in the 2017 Memorial Day parade we should start looking in June 2016.
 - JD or CB to monitor and arraign the order of the military portion of the parade and GB to monitor and arraign order of civilian sector of parade.
 - RT to put schedule of Memorial Day parade and program in Town Crier by 19 May.
 - RT to put picture and caption of keynote speaker, COL May in Town Crier 19 May. GB needs to have COL May provide his background introduction by 20 May.
 - JD to contact WWII Veteran John Wright to see if he will be the Grand Marshall of the parade.

- JD & GB to meet with judges on May 18 to determine the winner of the Freedom Prize.
- CB expressed concern about using flagpole at Lakeview Cemetery without DPW help or help using a DPW worker who served in the military.
- Concerned was expressed over Democratic Party members who will march in the parade and what political endorsements that may have on display.
- Next year in 2017 RT to determine who pays for flags and markers in private Wayland cemeteries.

Meeting adjourned at 8:45 P.M.

The next WPCC meeting is scheduled for Wednesday, May 17 at 7:00pm. The purpose is to review the Memorial Day programs in full detail.

Respectfully submitted
George Bernard 5/15/2016

WAYLAND BOARD OF PUBLIC WORKS

Wayland DPW Facility

May 17, 2016

7:00 PM

MEETING MINUTES

Present: C. Brown, (Chair), M. Lowery (Vice Chair), W. Baston, J. Mishara, M. Wegerbauer, S. Kadlik (DPW Director), M. Lindeman (DPW Park & Highway Superintendent), J. Doucette (DPW Senior Foreman)

Meeting opened at 7:00 PM

Brown noted that the meeting is being recorded.

Brown opened the meeting with a review of the agenda.

Brown asked for public comment – there was none.

Irrigation Application Review – 16 Pleasant Street

Chip Ely of Lynch Landscape appeared before the Board to discuss the irrigation application for 16 Pleasant Street.

Lowery noted that future water usage restrictions may limit the amount of time an irrigation system may be used in the future.

Ely replied that he had advised the applicants of this.

Mishara made a motion to approve the application for the installation of an underground irrigation system at 16 Pleasant Street as presented.

Baston 2nd. Baston, Brown, and Mishara in favor. Lowery opposed.

*Items Included as Part of Agenda Packet for Discussion
- 4/20/2016 Application for the Installation of an Underground irrigation System for 16 Pleasant Street and associated plans*

[Wegerbauer arrived at 7:07PM]

Board Review and Finalization of Letter from DPW to the Church of the Holy Spirit Regarding the Potential Transfer of Cremains to North Cemetery

DPW Park and Highway Superintendent Mike Lindeman described the nature of the letter intended to be sent to the Church of the Holy Spirit to the Board.

In reference to the erection of a monument, Brown asked for clarification of who would incur the monument's expense.

Lindeman noted that the monument would be erected at the Church's expense.

Brown asked Lindeman if the letter had been reviewed by Town Counsel.

Lindeman confirmed that the letter had been reviewed by Town Counsel.

Baston suggested that in the first paragraph, the word 'they' should be clarified to say 'Lindeman and Hughes' where applicable.

Lowery clarified that the legal transaction of the sale of the lots is between the Town and a family or representative of the deceased, and not with the Church.

Wegerbauer noted a typographical correction on the second page: 'up right' should be 'upright.'

Mishara made a motion to approve the letter to the Church of the Holy Spirit as amended.

Lowery 2nd, all in favor.

Items Included as Part of Agenda Packet for Discussion

- 5/4/2016 Letter from DPW to Rev. Frederick Moser of the Church of the Holy Spirit and Gerry Sullivan of the Episcopal Diocese of Massachusetts

Irrigation Application Review – 35 Covered Bridge Lane

Brown noted he has several questions about the application, and to delay a vote on the application until a representative is present.

Baston noted that plans for 34 Covered Bridge Lane are also included, although there is no application.

Lowery noted that it appears the proposed system may be located too close to the septic system.

Items Included as Part of Agenda Packet for Discussion

- 4/24/2016 Application for the Installation of an Underground irrigation System for 35 Covered Bridge Lane and associated plans

Meeting with Representative from Finance Committee to Discuss Road Paving Strategy

Carol Martin and Bill Steinberg of the Finance Committee appeared before the Board to discuss the DPW road paving strategy.

Martin noted that a significant amount of funds for road reconstruction are requested as part of the five-year capital plan, and requests more information to support the request.

Kadlik described the process by which roads are selected for resurfacing, and described the extenuating circumstances associated with road surfacing scheduling.

Lowery noted that a road resurfacing schedule forecasting five years can be drafted, but cautioned that there are many factors that could potentially necessitate modifying the schedule.

Steinberg suggested that roads be placed in categories to approximate when they would need resurfacing.

Wegerbauer suggested that a list of roads potentially slated for resurfacing at some point within the next three years be drafted.

Wegerbauer noted that he is unsure how necessary providing a long-term plan is, as historically there has been very little public resistance to funding road resurfacing.

Lowery suggested that a more visual depiction of the resurfacing schedule be created.

Wegerbauer requested that additional information regarding the length of road, general condition, and type of road be added to the long-term resurfacing schedule.

Brown requested that long-term road resurfacing scheduling be discussed further in a future meeting.

Martin noted that the Finance Committee will be meeting on 6/20 and 7/29 if any Board members would like to attend.

Items Included as Part of Agenda Packet for Discussion

- Wayland DPW Highway Road Resurfacing Program 2013/2014
- Wayland DPW Highway Road Resurfacing Program 2014/2015
- Wayland DPW Highway Road Resurfacing Program 2015/2016
- Wayland DPW Highway Road Resurfacing Program 2016/2017
- Road Resurfacing Funding Analysis FY2012 to FY2016
- Wayland DPW Road Construction Schedule 1985-2016

Discussion and Possible Board Vote on Transfer Station FY17 Sticker Fees

Wegerbauer reviewed the current status of the Transfer Station budget.

Wegerbauer reviewed the historical data pertaining to the Transfer Station revolving fund, noting that in his opinion the target fund balance should be \$100,000.

[Mishara departed at 8:16PM]

Wegerbauer described the process of reducing the revolving fund balance to the desired target based on setting full-sticker fees at \$150 or \$145.

Brown made a motion to reduce the annual full sticker fee to \$145.00.

Wegerbauer 2nd, all in favor.

Items Included as Part of Agenda Packet for Discussion

- *Transfer Station Budget Comparison FY14 to FY16*
- *Transfer Station FY17 Indirect Cost Calculation*

DPW Director's Financial Report

Kadlik noted that the budget is currently on target.

- Items Included as Part of Agenda Packet for Discussion*
- *5/12/2016 DPW Budget Summary*

Board Members' Reports, Concerns, and Updates

Wegerbauer noted that there are barrels on Pinebrook Road that appear to have been left from past construction.

Kadlik noted that they are there as part of ongoing culvert repairs.

Lowery asked if the island installation on Parkland Drive will be constructed this summer.

Kadlik replied that it is on the agenda.

Lowery noted that he has requested an update on the library drainage project at the next meeting.

Kadlik replied that Tighe & Bond are scheduled to attend the 5/24 meeting.

Lowery noted that there is a Town-wide open space plan being constructed, and would like to see the Town's parks as part of the plan.

Lowery noted that Board discussions pertaining to Fall Town Meeting need to be considered in the near future.

Brown asked for the sense of the board concerning amending the current irrigation bylaws to allow areas greater than 15,000 square feet to be irrigated when the area in question is a public field.

Lindeman noted that irrigation clocks on Town field irrigation systems are slated to be changed to more modern and efficient systems, potentially saving up to 40% of water.

Wegerbauer discussed bylaw language to allow the Board to consider granting exemptions to systems that would operate outside the boundaries of the bylaw.

Baston suggested that a document be prepared to be given to residents when they file for an irrigation permit outlining the Board's concerns.

Baston asked if there is any further info on the MS4 Stormwater discharge regulations.

Kadlik noted that Conservation Administrator Brian Monahan would best be able to address questions relating to MS4 regulations.

Lowery noted that issues pertaining to the MS4 regulations should ultimately be addressed jointly by Conservation, the DPW, and the Surface Water Quality Commission.

Review and Approve Minutes (Delivered in Advance of the Meeting)

Baston noted the 3/30 meeting took place in the School Committee Meeting Room at the Town Building.

Brown made a motion to approve the minutes of the 3/30/2016 meeting as amended.

Lowery 2nd, all in favor.

Baston noted typographical corrections on pages 2 and 4 of the 4/26 minutes.

Lowery noted a typographical correction on page 4.

Brown noted that in reference to the 48 lead goosenecks still in service, that it should be clarified that due to the Water Division's corrosion control program, the potential for lead to get into the water is very remote.

Lowery made a motion to accept the minutes of the 4/26/2016 meeting as amended.

Baston 2nd, all in favor.

Executive Session to Discuss Strategy with Respect to Recent Actions Regarding Bernstein et al v. Wayland Planning Board et al and to Review and Approve the Executive Session Minutes of the 4/26/2016 Meeting

Brown made a motion that the Board of Public Works enter into executive session pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(3) to discuss strategy with respect to recent actions regarding Bernstein et al w. Wayland Planning Board et al and to review and approve the executive session minutes of the 4/26/2016 meeting.

Baston 2nd.

Roll call vote: Baston – aye, Brown – aye, Lowery – aye, Wegerbauer – aye.

Brown invited the attendance by DPW employees Stephen Kadlik, Dan Cabral, Michael Lindeman, and Joseph Doucette.

Brown noted the Board would reconvene in open session in approximately ten minutes for the purpose of adjourning.

The Board entered into executive session at 8:46PM.

The Board reconvened in open session at 8:51PM.

Brown noted that the Board did not review or approve the executive session minutes of the 4/26/2016 meeting as scheduled.

Lowery made a motion to adjourn.

Wegerbauer 2nd, all in favor.

Meeting adjourned at 8:52PM

For Release:
May 27, 2016

Contact:
Steven C. Sharek
ssharek@minuteman.org
781-861-6500, ext. 7360

Minuteman Gets More Time from the MSBA

BOSTON – The state is giving the Minuteman Regional Vocational Technical School District more time to build local support for construction of a new high school designed for 628 students.

The decision was announced at the May 25 meeting of the Massachusetts School Building Authority (MSBA). Top MSBA executives told the MSBA board of directors that they would be granting Minuteman an extension until November 30, 2016 to secure local approval.

The decision was well received at Minuteman.

“I am pleased the MSBA is still willing to partner with the district,” said Dr. Edward A. Bouquillon, Superintendent-Director at Minuteman High School. “I’m grateful to the MSBA. Everyone there – the leadership, the staff, the board members – all believe strongly in this project. This decision endorses our efforts to complete the process we began 7 years ago, leading to the construction of a new high school.”

The Minuteman School Committee voted to bond for the project on March 15 and gave member towns 60 days in which to disapprove. Every town that approved the project voted overwhelmingly in favor, several by unanimous votes. Some didn’t vote at all, thereby clearing the way for bonding.

Only the Belmont Town Meeting failed to support the project, with some members expressing concerns about the school’s size and cost, enrollment projections, and doubts surrounding a new state fee for out-of-district communities. A few Town Meeting members in other communities had raised similar concerns, but arguments in favor of the project had always prevailed.

MSBA has committed roughly \$44 million toward the Minuteman project. Member towns – **and non-member towns** – will pay the rest, approximately \$100 million.

Member towns will pay through an annual capital assessment. Non-member towns will pay through a new out-of-district capital fee to be set by the state. That fee will be in addition to the annual tuition fee set by the state and assessed to communities that send non-district students.

Some opponents have claimed the new 628-student school is too big. MSBA has indicated it has a “policy” not to pay for a school of fewer than 600 students.

Virtually all observers agree on one thing: Minuteman needs work.

The Minuteman School Building Committee, Minuteman School Committee, the MSBA, and the vast majority of the elected leaders in district towns have endorsed building a new school over “Plan B”, repairing the current one.

After an extensive review of engineering reports and architectural assessments, the Minuteman School Building Committee estimated that it would cost at least as much to repair the building as to replace it. They reported that repairs would take many years to complete, student learning would be disrupted while construction is underway, and local taxpayers would foot the entire bill because the MSBA has approved a new high school, not a repair project.

According to Dr. Bouquillon, the time extension granted by the MSBA will allow the District and other key stakeholders an opportunity to further engage Belmont officials in a substantive discussion about the benefits of moving forward with the project. He said he remains hopeful.

Dr. Bouquillon pointed out that Belmont officials played an instrumental role in getting the project to the point where approval is now within reach. First, Belmont pushed hard to get out-of-district communities to pay a share of capital costs. That led to a new state regulation allowing Minuteman to charge a state-approved capital fee for out-of-district students. Second, Belmont pushed for changes in the Regional Agreement that were approved late last year by all 16 District communities. Those changes reconfigured the makeup of the District, led to weighted voting on the Minuteman School Committee, and revised how long-term debt is allocated.

No decision has been made by the Minuteman School Committee on how to proceed next. The Committee has at least two options: (1) voting again to bond for the project and giving the member communities another 60 days in which to object, or (2) calling a district-wide referendum on the same day where the project is decided by the combined vote in favor versus the combined vote in opposition.

The New England Association of Schools & Colleges (NEASC) has placed Minuteman’s accreditation on “Warning” status solely due to the condition of the building.

Dr. Bouquillon wrote to the MSBA on May 18, seeking additional time to build support for the new school. Exactly one week later, an extension was granted.

###



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Thomas J. Tinlin, Administrator



May 19, 2016

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

RECEIVED

MAY 23 2016

Board of Selectmen
Town of Wayland

Dear Board of Selectmen:

This is in response to the Town's request to lower the speed limit from 35 mph to 30 mph on a section of Stonebridge Road, which was forwarded to this office from our District 3 Office for a final review and resolution to this matter.

The Speed Control Unit of our Boston Office Regulations Section is in full agreement with the decision reached by our district office, in which they informed the Town in a July 24, 2014 letter that a reduction to 30 mph is not warranted on this section of Stonebridge Road. The data simply does not support it. However, although we are skeptical that posting a lower limit will have much of an effect on the prevailing speeds in this area, we also understand the resident's concerns as to the location of the 35 mph speed limit sign at the school bus stop near Oak Hill Road. Therefore MassDOT will agree to extend the 30 mph zone 0.12 miles westerly to include the horizontal curve and the intersections of Oak Hill Road and Old Stonebridge Road.

It is also our opinion that it may be beneficial that the town look into other traffic calming measures in addition to relocating the speed limit signs order to have an effect on motorist's speeds on Stonebridge Road. History and engineering experience has taught us over a span of many years that simply posting a lower speed limit has very little effect on the speed motorists choose to travel at on any given roadway. Motorists tend to drive at a speed that they feel comfortable at according to the conditions present on a roadway at a particular time regardless of what speed is posted, and it is a fairly safe assumption that the majority of the vehicles that travel on Stonebridge Road use this road on a daily basis, and therefore are quite familiar with the conditions. The data collected by the Town and by our district office revealed that nearly 98% of vehicles are travelling at a speed greater than 30 MPH, and 94% of motorists travel at a speed greater than 35mph. This indicates to us that this may be an enforcement issue, since many motorists either are not aware of what the posted speed limit is, or simply choose to ignore it. Consistent presence of enforcement officials has proven to be the most effective tool to temper motorist's speeds on a roadway such as Stonebridge Road.

In addition to enhanced enforcement, the town may want to consider installing a traffic calming treatment that in our opinion would be effective on this section of Stonebridge Road to remind and educate motorists of the posted speed limit. The installation of Radar Speed Feedback signs (RSFB) posted along with a speed limit sign in this area may be effective in lowering speeds by simultaneously "reminding" motorists of the speed limit, and displaying their travelling speed. This traffic calming tool, when installed properly, has shown positive results in several locations on various roadways throughout the Commonwealth, and revealed a reduction of the 85th percentile speed by as much as 5-6 mph.

Attached are two copies of Special Speed Regulation No. 945-B for the town way noted on the Regulation. Please have each copy of this Regulation signed by the Board of Selectmen, attested by the Town Clerk and returned to the Traffic Engineering and Safety section of the Massachusetts Department of Transportation's Highway Division, 10 Park Plaza, Room 7210, Boston, Massachusetts 02116-3973, for further processing.

Sincerely,



Neil E. Boudreau
State Traffic Engineer

RFW/
Cc: Dist 3 Traffic
Chief of Police



MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

TOWN OF WAYLAND SPECIAL SPEED REGULATION # 945-B

Highway Location: WAYLAND
Authority In Control: TOWN OF WAYLAND
Name of Highways: POTTER ROAD & STONEBRIDGE ROAD

In accordance with M.G.L. c. 90, § 18, the following Special Speed Regulation is
Hereby Adopted
by the Board of Selectmen
of the Town of Wayland

Special Speed Regulation 945, dated August 26, 1974 is hereby amended on Potter Road and Stonebridge Road as follows:

That the following speed limits are established at which motor vehicles may be operated in the areas described:

POTTER ROAD AND STONEBRIDGE ROAD- EASTBOUND

By striking out the clauses reading:
0.38 miles at 35 miles per hour
0.48 miles at 30 miles per hour

And inserting in place thereof:
0.26 miles at 35 miles per hour
0.60 miles at 30 miles per hour

STONEBRIDGE ROAD AND POTTER ROAD - WESTBOUND

By striking out the clauses reading
0.48 miles at 30 miles per hour
0.38 miles at 35 miles per hour ending at the Framingham Town Line.

And inserting in place thereof:
0.60 miles at 30 miles per hour
0.26 miles at 35 miles per hour ending at the Framingham Town Line.

Operation of a motor vehicle at a rate of speed in excess of these limits shall be prima facie evidence that such speed is greater than is reasonable and proper.

The provisions of this regulation shall not, however, abrogate M.G.L. c. 90, § 14

Date of Passage:

BOARD OF SELECTMEN

Attest _____
TOWN CLERK

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

SPECIAL SPEED REGULATION NO. 945-B

The Massachusetts Department of Transportation does hereby certify that this regulation is consistent with the public interest.

Standard signs must be erected at the beginning of each zone.

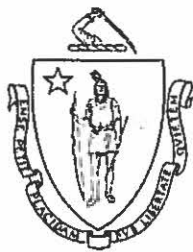
REGISTRY OF MOTOR VEHICLES
DIVISION

HIGHWAY DIVISION

BY: _____
Registrar

BY: _____
State Traffic Engineer

DATE:



THE COMMONWEALTH OF MASSACHUSETTS
 OFFICE OF THE ATTORNEY GENERAL
 ONE ASHBURTON PLACE
 BOSTON, MASSACHUSETTS 02108

22

MAURA HEALEY
 ATTORNEY GENERAL

(617) 727-2200
 (617) 727-4765 TTY
 www.mass.gov/ago

May 24, 2016

George H. Harris, Esq.
 8 Holiday Road
 Wayland, MA, 01778

Dear Attorney Harris:

We understand that on April 8, 2016, you filed a complaint with the Wayland Board of Selectmen (the "Board"), alleging a violation of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The Board is required to notify our office of the complaint and any remedial action taken to address the complaint. G.L. c. 30A, § 23(b); 940 CMR 29.05(5). Our office received notification and a response from the Board on April 27, 2016.

Under the Open Meeting Law, a complaint is ripe for review by our office when the complainant files a copy of the initial complaint with the Division of Open Government, provided that at least 30 days have passed since that complaint was filed with the public body. G.L. c. 30A, § 23(b); 940 CMR 29.05(6). Our office currently has no record of a complaint filed by you in this matter. Accordingly, we will presume that the action taken by the Board was sufficient and will close this file unless we receive a request for further review by this office and a copy of the initial complaint by **Thursday, July 7, 2016**.

Please feel free to contact us if you have any questions about the Open Meeting Law complaint process.

Sincerely,

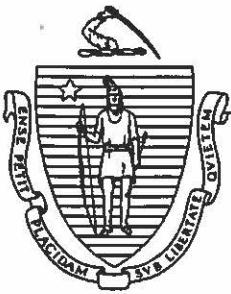
Bongani T. Jeranyama
 Paralegal
 Division of Open Government

cc: Nan Balmer, Wayland Town Administrator
 Mark J. Lanza, Esq., Wayland Town Counsel
 Wayland Board of Selectmen

RECEIVED

MAY 27 2016

Board of Selectmen
 Town of Wayland



MARTHA COAKLEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

23

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

May 25, 2016

RECEIVED

MAY 27 2016

Board of Selectmen
Town of Wayland

Cherry Karlson, Chair
Wayland Board of Selectmen
41 Cochituate Road
Wayland, MA 01778

RE: Open Meeting Law Complaint

Dear Chair Karlson:

This office received a complaint from George Harris, dated April 20, 2016, alleging that the Wayland Board of Selectmen (the "Board") violated the Open Meeting Law, G.L. c. 30A, §§ 18-25. This complaint was originally filed with the Board on February 26, 2016. We received your response on behalf of the Board in a letter dated March 15, 2016.

Under the Open Meeting Law, the Attorney General has responsibility for investigating this matter. In order for us to assess the merits of the complaint we received, I request that you provide this office with the information and materials below, in writing, on or before June 3, 2016:

- Unredacted minutes of the Board's February 1, 2016 executive session.

We will maintain the confidentiality of all executive session minutes and materials provided to our office, and will review them for the purpose of resolving this complaint. We may cite excerpts from the executive session minutes in releasing our determination if we find that portions of the meeting were not proper for executive session and should have been held in open session.

In addition, please provide this office with any and all information that you believe may be helpful to the resolution of this matter. If you have any questions regarding the complaint, please do not hesitate to contact me at the number below.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Manganaro", followed by a horizontal line extending to the right.

Kevin W. Manganaro
Assistant Attorney General
Division of Open Government
Ph: 617-963-2523

cc: George Harris
Mark Lanza, Esq.