

**PACKET**

**APR 3**

**2017**

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NAN BALMER  
TOWN ADMINISTRATOR  
TEL. (508) 358-7755  
[www.wayland.ma.us](http://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, April 3, 2017**  
**Wayland High School Field House**  
**264 Old Connecticut Path Wayland**

### REVISED Proposed Agenda

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

- |         |  |
|---------|--|
| 6:45 pm | 1.) Call to Order by Chair <ul style="list-style-type: none"><li>• Review Agenda for the Public; Announcements</li></ul> |
| 6:47 pm | 2.) Public Comment   |
| 6:50 pm | 3.) Discuss Any Annual Town Meeting Business   |
| 6:55 pm | 4.) Consent Calendar   |
| 6:57 pm | 5.) Topics Not Reasonably Anticipated by the Chair 48 Hours in Advance of the Meeting, If Any                            |
| 7:00 pm | 6.) Recess and Reconvene to Join Annual Town Meeting   |



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**Monday, April 3, 2017**  
**Wayland High School Field House**  
**264 Old Connecticut Path Wayland**

## REVISED CONSENT CALENDAR

1. Vote the Question of Approving the Placement of Two Temporary Sandwich Board Signs for the Friends of the Wayland Public Library, Library Book and Bake Sale, from April 16-30, 2017, at Route 20 at the Weston Town Line, and at the Intersection of Old Connecticut Path and Cochituate Road (Five Paths, Routes 126 and 27)
2. Vote the Question of Approving the Authorization of the Town Administrator to Sign a Contract with Altus Dental Effective July 1, 2017, for a Two-Year Period to Provide Voluntary, Self-Funded Dental Insurance to Benefits Eligible School and Town Employees
3. Vote the Question of Authorizing the Adoption of the Confirmatory Order of Taking of the Conservation Restriction on a 208-acres Area of the Mainstone Farm Land Dated April 3, 2017, a Copy of Which is Attached to this Motion, and Authorize the Town Administrator to Execute all Administrative and Financial Documents Relative to the Town's and the Sudbury Valley Trustee's Joint Acquisition of Said Conservation Restriction which the Board of Selectmen is not Required by Law to Sign
4. Vote the Question of Approving the Invoice from KP Law, P.C., March 23, 2017, Invoice No. 111457, for Services Through February 28, 2017: \$25,050.50
5. Vote the Question of Approving and Signing the Agreement between Massachusetts Department of Environmental Protection (MassDEP) and the Town of Wayland Concerning the Massachusetts Electric Vehicle Incentive Program (MassEVIP) and Statement of Support for Northeast Electric Vehicle Network

## DiNapoli, MaryAnn

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**From:** Cartwrights <cartwrights@comcast.net>  
**Sent:** Thursday, March 30, 2017 12:56 PM  
**To:** DiNapoli, MaryAnn  
**Cc:** Anne Heller; Carole Schneider  
**Subject:** Friends of the WPLibray Signs

Hi MaryAnn,

The Friends of the Wayland Public Library request permission to display two stand alone, sandwich board type signs at the intersections of routes 126 and 27 at Five Corners; and at the end of Old Connecticut Path at Route 20. These signs will promote the Friends Spring Book & Bake Sale. We would like to display the signs from April 16 through the sale on April 30.

These signs would be set up and removed by the Friends.

The twice yearly Book & Bake Sales are the primary source on income for the Friends organization.  
Thank you for your consideration of this request.

Sally Cartwright  
for The Friends of the Wayland Public Library - 508-653-2642

DATE: April 2, 2017  
TO: Board of Selectmen  
FROM: John Senchyshyn, Asst. Town Administrator/HR Director  
RE: **VOLUNTARY EMPLOYEE FUNDED DENTAL INSURANCE**

**REQUESTED MOTION:**

**CONSENT CALENDAR - Vote the Question of Authorizing the Town Administrator to Sign a Contract with Altus Dental Effective July 1, 2017 for a 2-Year Period to Provide Voluntary, Self-Funded Dental Insurance to Benefits Eligible School and Town Employees**

**BACKGROUND:**

Wayland provides both School and Town benefit eligible employees access to voluntary dental insurance. Approximately 300 employees subscribe to dental insurance. Dental insurance is 100% employee funded and is not made available to retirees.

The dental carrier for the past several years has been MetLife. The current contract expires on June 30, 2017. Quotes were sought for coverage effective July 1, 2017. MetLife, Altus Dental and Delta Dental responded. The following quotes are in comparison to FY 17 rates for the family plan with no changes to the plan design:

MetLife	+19%
Altus Dental	-8%
Delta Dental	4%

The Insurance Advisory Committee (IAC) initially met on February 27<sup>th</sup> to review the dental proposals. IAC representatives polled their respective union membership on the plans and rates. On March 15<sup>th</sup> the majority of the IAC reported that their recommendation was to move dental coverage to Altus effective July 1, 2017.

In conjunction with the IAC, I recommend the Town move voluntary, employee funded dental insurance to Altus Dental.

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COMMONWEALTH OF MASSACHUSETTS  
TOWN OF WAYLAND

MIDDLESEX, ss.

ORDER OF TAKING - CONSERVATION RESTRICTION

208 ACRES OF LAND ON OLD CONNECTICUT PAHT AND RICE ROAD,  
WAYLAND, MASSACHUSETTS

WHEREAS, the Town of Wayland is a municipal corporation, duly organized and existing under the laws of the Commonwealth of Massachusetts, with offices at 41 Cochituate Road, Wayland, Middlesex County, Massachusetts; and

WHEREAS, pursuant to M.G.L. c. 40, §§ 8C and 14, the 2016 Annual Town Meeting of the Town of Wayland voted on April 11, 2016 to authorize the Board of Selectmen to take by eminent domain a conservation restriction on the land described below; and

WHEREAS, public necessity and convenience require that the Town of Wayland acquire the conservation restriction described below for the purposes set forth herein.

NOW THEREFORE, the Board of Selectmen of the Town of Wayland, duly elected, qualified, and acting as such, on behalf of the Town, and by virtue of and in accordance with the authority of the vote under Article 30 of the Warrant for the 2016 Wayland Town Meeting legally called and

held on April 11, 2016 and of the provisions of Chapter 40, Sections 8C and 14 of the Massachusetts General Laws, as amended, and of any and every other power and authority hereunto in any way enabling it, does hereby take by eminent domain, pursuant Chapter 79 of the Massachusetts General Laws, on behalf of the Town of Wayland (the "Town"), in perpetuity and exclusively for conservation purposes, and pursuant to Article 97 of the Articles of Amendment of the Constitution of the Commonwealth of Massachusetts, to be held jointly with the Sudbury Valley Trustees, Inc. ("SVT"), the following described perpetual Conservation Restriction on the entirety of the parcels of land located at 87 Old Connecticut Path in the Town of Wayland, Massachusetts, containing 208 acres more or less, (the "Premises") which parcels are shown on a plan entitled "Conservation Restriction & Boundary Line Agreement Plan of Land in Wayland, Middlesex County, Massachusetts" dated March 16, 2017 by Samiotes Consultants, Inc. recorded with Middlesex South District Registry of Deeds Plan 259 of 2017 (the Conservation Restriction Plan") and on a plan entitled "Conservation Restriction Exhibit Plan in Wayland, Middlesex County Massachusetts dated March 17, 2017 also by Samiotes Consultants, Inc. (the "Exhibit Plan"). Reduced copies of both plans are attached hereto as Exhibit A and made a part hereof and full-sized counterparts of both plans are on file with the Town and SVT. As shown on the Plan, Lots 1 and 2, and Wayland Assessor's lots 31, 31B, 31 C, and 32 on Map 35, are expressly excluded from the Conservation Restriction (hereinafter referred to as the "Excluded Areas").

**I. PURPOSES:**

This Conservation Restriction is defined and authorized by Sections 31-33 of Chapter 184 of the General Laws of Massachusetts and otherwise by law. The purposes of this Conservation Restriction are to assure that the Premises will be retained forever in their natural, scenic, agricultural and open condition; to preserve and protect in perpetuity the wildlife, aesthetic, ecological and environmental values of the Premises; and to prevent any use or change that would materially impair or interfere with the conservation values listed below (the "Conservation Values"). It is intended that this Conservation Restriction will confine the use of the Premises to such activities as are consistent with the purposes of this Conservation Restriction.

The Premises contain unusual, unique or outstanding Conservation Values the protection of which in their natural, vegetated, agricultural or open condition will be of benefit to the public. The Conservation Values include the following:

**A. Open Space Preservation.** The protection of the Premises contributes significantly to the preservation of the natural and scenic character of the Town of Wayland.

**B. Enhancement of Existing Conservation Land.** The protection of the Premises enhances the open space value of over 400 acres of other permanently protected nearby land, making the Premises part of a large network of land protected by the Town and Sudbury Valley Trustees. Directly across Old Connecticut Path, the Weston Aqueduct connects the



greater Mainstone Farm area with thousands of acres of conservation land along the Sudbury River, including the Great Meadows National Wildlife Refuge.

**C. Scenic Protection.** The Premises are part of a distinctive scenic landscape with beautiful views of and across the Premises that are highly visible from adjacent public roads including Rice Road and Old Connecticut Path (east), both of which are designated as scenic roads by the Town of Wayland Scenic Roads Bylaw.

**D. Protection of Wildlife Habitat.** The Premises contain open fields, grasslands, wetlands, forests and ponds, providing quality wildlife habitat for a large variety of species. Portions of the Premises are located within an area identified as "Habitat of Potential Regional and Statewide Importance" for having a high Ecological Integrity Index in the University of Massachusetts Conservation Assessment Prioritization System (CAPS), an ecosystem-based (coarse-filter) approach for assessing the ecological integrity of lands and waters.

**E. Agricultural Preservation.** The Premises contain fields currently used for agriculture and pasturing of livestock, the continuation of which will preserve uses and scenic vistas that are integral to the history of the property and represent the agricultural and farming heritage of the region and of the Town of Wayland. Preservation of the property will protect Prime Agricultural Soils and Soils of Statewide Importance.

**F. Public Access Trails.** Trails on the Premises which are marked for public use, and which connect to other public trails on nearby conservation land, will be open to the general public for a variety of passive recreational activities, education and nature study.

**G. Furtherance of Governmental Conservation Policy.** The Premises are identified in the Massachusetts Department of Conservation and Recreation's 1982 Landscape Inventory Report, identifying landscapes that should be protected to conserve and protect natural, cultural, and recreational resources across the Commonwealth. The Premises are also identified as land meriting protection in the Town of Wayland's most recently completed Open Space and Recreation Plan (1995). Protection of the Premises is consistent with the goals of the Wayland Open Space and Recreation Plan to preserve the semi-rural character of the Town; preserve the town's natural resources: water bodies, wetlands, municipal water supply, wildlife habitat, farmland, etc.; and provide opportunities for passive and active outdoor recreation within the Town.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a baseline documentation report ("Baseline Report") prepared by the Town of Wayland and the Sudbury Valley Trustees, Inc. with the cooperation of the owners of the fee in the land subject to this Conservation Restriction (the "Landowners"), consisting of maps, photographs, and other documents and on file with the Town and SVT and referenced herein. The Baseline Report (i) was acknowledged by Landowners and The Town

and SVT to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the Landowners and the Town and SVT may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented. This Conservation Restriction has been partially acquired with Massachusetts Community Preservation Act (M.G.L. Chapter 44B) funds. The Town of Wayland, at a duly called Town Meeting held on April 11, 2016, voted to authorize the Board of Selectmen under Article 30 of the Warrant therefor to acquire a Conservation Restriction on the Premises for conservation purposes.

**II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES:**

**A. Prohibited Acts and Uses.** Subject to the exceptions set forth in Paragraph B below, the Landowners will neither perform nor allow others to perform the following acts and uses which are prohibited on, above and below the Premises:

1. Constructing or placing of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, sight impervious fences, asphalt or concrete pavement,

sign, billboard or other advertising display, antenna, utility pole, tower, wind turbine, solar energy panel, conduit, line, temporary or permanent lighting, parking lot or any other temporary or permanent structure, utility, or facility on, under, or above the Premises;

2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resources or natural deposits or other processes such as hydraulic fracturing; alteration of the existing natural topography of the Premises; withdrawal of ground water from the Premises, other than for use on the Premises;

3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, toxic or hazardous chemicals as defined under applicable federal or state law, or other substance or material whatsoever or the installation of underground storage tanks;

4. Cutting, removing or otherwise destroying trees, shrubs, grasses or other vegetation, including leaf litter;

5. The use, parking, or storage of trailers (other than for horses or farm animals) or automobiles, trucks, motorcycles, motorized trail bikes, all-terrain vehicles and snowmobiles, or any other motorized or power-driven vehicles, except as necessary for emergency purposes, handicapped accessibility or the conduct of activities permitted in Paragraph B;

6. The conveyance of a part or portion of the Premises alone,

or the division or subdivision of the Premises (as compared to the conveyance of the Premises in its entirety which shall be permitted) without the prior written consent of The Town and SVT; but in no event shall any portion of the Premises be used towards building requirements on these or any other parcels. No development rights which have been encumbered or extinguished by this Conservation Restriction shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise;

7. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;

8. Using the Premises for more than de minimis commercial recreational purposes as defined at Section 2031(c) of the Code, and conducting any other business, residential or industrial use of the Premises, except as expressly permitted;

9. Pollution, alteration, depletion, diversion, channelization, damming, draining, or extraction of surface water, natural water courses, ponds, marshes, subsurface water or any other water bodies;

10. The construction of any new roads on the Premises, except as required by law to service permitted uses and excluded development sites;

11. The disruption, removal or destruction of the stone walls or granite fence posts on the Premises;

12. The introduction of non-native species of plants and animals determined by the Commonwealth of Massachusetts to be invasive or otherwise detrimental to the ecology and biodiversity of the Premises and nearby conservation land;

13. Any other activity on or use that is inconsistent with the Purposes of this Conservation Restriction or that would materially impair its Conservation Values.

**B. Permitted Uses and Exceptions to Prohibited Activities and Uses.** The following activities and uses of the Premises are expressly permitted, provided that such uses and activities to the extent described below do not materially impair the purposes of this Conservation Restriction.

**1. Recreational Activities.** Fishing, the exercise and training of dogs, non-motorized boating, hiking, equestrian activities (including construction and maintenance of horse jumps), sledding, skating, skiing and other non-motorized, passive outdoor recreational activities that do not materially alter the landscape or degrade environmental quality.

**2. Trails.** The construction, maintenance, and marking of trails (including bridges and boardwalks) for pedestrian and equestrian use and for farm vehicles and the construction and maintenance of a gravel parking area for trail users of a size and in an agreed location adjacent to or near Forest Hill Drive. Trails and related structures, such as the parking area, may be

constructed or relocated by mutual agreement of The Landowners and The Town and SVT;

**3. Wood and Farm Roads.** The maintenance of currently existing wood and farm roads located on the Premises, substantially in their present condition as described in the Baseline Report, or as reasonably necessary for the uses hereinafter permitted, and, with the prior written approval of The Town and SVT, the construction of new woods roads to serve such uses. The Landowners shall use their best efforts in the design for new woods roads to minimize adverse impact on the agricultural preservation and conservation purposes of this Conservation Restriction.

**4. Emergency Egress to serve Excluded Areas.** Construction and maintenance of a gravel road of the minimum width required by Town of Wayland permitting authorities in substantially the location shown as "Emergency Egress Corridor" on the Conservation Restriction Plan to provide only emergency and pedestrian egress from the Excluded Areas to Forest Hill Drive.

**5. Utilities for Excluded Areas.** The Landowners reserve the right to repair, maintain and replace the existing underground utilities presently serving Assessor's Lots 31, 31B, 31C, and 32 on Map 35, and to install new underground utilities to serve all Excluded Areas, provided that (i) the area of any such work shall be restored to its prior condition, (ii) absent an emergency, the work shall be undertaken in a manner so as to

minimize the disturbance and adverse impacts to any agricultural activities being conducted in the area of the work or its immediate surroundings and/or the agricultural and conservation purposes of this Conservation Restriction (iii) any soil excavated for these purposes shall remain on the Premises and every effort shall be made to segregate and replace the top soil (iv) new and replacement utilities shall be installed either (a) in the same location as existing utilities or (b) in the "Way" shown on the Plan or (c) in the Emergency Egress Corridor shown on the Conservation Restriction Plan (v) prior written approval of the Town and SVT has been obtained. The Landowners further reserve the right to grant one or more easements to the owners of any of the Excluded Areas solely for the purpose of installing, maintaining, repairing and replacing underground utilities serving the lots in question. Any such easement benefitting any of the Excluded Areas shall not exceed 10 feet in width, shall comply with the requirements set forth in (i) through (v) above and shall be submitted to the Town and SVT for their review and approval prior to recording. As used herein, the term "utilities" includes municipal water and sewer.

**6. Agricultural Activities.**

- a. Agricultural, horticultural and animal husbandry operations carried on with sound agricultural and livestock management practices, which promote environmentally sound agriculture, including without limitation the cultivation,



improvement, mowing and grazing of existing fields, and the mowing and grazing of existing meadows. Such activities shall be in accordance with a farm plan that is substantially similar to an NRCS farm plan and incorporates best management practices, and which must be completed within six months of recording of this Conservation Restriction and approved in writing by the Town and SVT;

b. With prior written approval of The Town and SVT and in accordance with an NRCS (or successor agency) Farm Conservation Plan developed prior to conducting such activities, the expansion of fields and meadows and the creation of new fields and meadows;

c. The use of fertilizers, herbicides and pesticides in accordance with the manufacturers' recommendations, with a preference for non-chemical, naturally sustainable and/or organic farming methods. Any agricultural chemicals used on the Premises shall be registered under Commonwealth of Massachusetts regulations and used in accordance and consistent with all pertinent federal, state, and local instructions, limitations, laws, zoning, rules, and regulations;

d. The installation and use of irrigation equipment to service permitted agricultural activities on the Premises;

e. The maintenance, repair and construction of gates and stone walls on the Premises, provided that prior written approval

of The Town and SVT is required for the construction of new stone walls and openings in stone walls in areas visible from Rice Road and Old Connecticut Path;

f. The installation of sight pervious fencing, (including electrified fencing for the control of animals);

g. The conduct of educational activities and programs related to the present or future agricultural uses of the Premises, such as programs designed to promote an appreciation and understanding of agriculture; and,

h. Hunting as necessary to control nuisance animals.

**7. Agricultural and Animal Husbandry Structures.** The maintenance and repair of existing buildings, structures or facilities exclusively for use in support of farming, agriculture, animal husbandry, forestry, or horticulture, including, without limitation barns, greenhouses, sheds and appurtenant structures such as utility poles, water lines, and dirt or gravel access roads and septic systems, and, upon prior written approval of The Town and SVT, the expansion and replacement of said buildings, structures, and facilities, or the construction of new structures or facilities. Such existing and newly constructed, expanded and replaced structures shall not exceed thirty-five thousand (35,000) square feet in the aggregate, and no single structure shall exceed ten thousand (10,000) square feet of footprint. Such structures may not be constructed within five hundred (500) feet of Rice Road and

within nine hundred (900) feet of Old Connecticut Path except with written approval of The Town and SVT. Excepting greenhouses, the exterior of such structures shall be made of or resemble natural materials. No residential use of barns shall be permitted.

**8. Temporary Agricultural Structures.** The placement and maintenance of temporary structures, including without limitation, temporary structures relating to livestock such as hayracks, shelters, watering troughs and the like; however, the construction of any roofed or covered structures may not exceed 7,500 square feet in the aggregate, may not be constructed within five hundred (500) feet of Rice Road and within nine hundred (900) feet of Old Connecticut Path, and must have received prior written approval of The Town and SVT. For purposes of this Conservation Restriction a "temporary structure" is a structure that (i) does not have a permanent foundation, and(ii) does not remain in a given location for more than 12 (twelve) months without at least a three month break.

**9. Farm Stand.** The use, maintenance, and repair of the existing farm stand, access drive, parking area, utilities and incidental facilities, provided that either (i) during the months of June, July, August and September of each year or during the harvest season of the primary crop raised on land of the owner or lessee at least 25 per cent of the products for sale at said farm stand or any new, expanded or reconstructed structure,

based on either gross sales dollars or volume, have been produced by the owner or lessee of the land on which the facility is located, or (ii) at least 25 per cent of the products for sale, based on either gross annual sales or annual volume, have been produced by the owner or lessee of the land on which the facility is located, and at least an additional 50 per cent of the agricultural products for sale, based upon either gross annual sales or annual volume, have been produced in Massachusetts on land other than that on which the facility is located. Upon prior written approval of The Town and SVT, the expansion and replacement of the existing farm stand, or the construction of a new farm stand, is permitted, provided that any new, expanded or reconstructed structure shall not exceed twenty (20) feet in height above grade. The footprint of the foundation of such structure shall not exceed three-thousand (3,000) square feet, inclusive of porches, eaves, and overhangs. The exterior of such structure shall be made of or resemble natural materials.

**10. Forestry.** In accordance with generally accepted forestry management practices, (i) selective pruning and cutting to prevent, control or remove hazards, disease, insect damage or fire or to preserve the present condition of the Premises, including vistas, wood and farm roads, driveways and trails or to improve sight lines at road intersections so as to promote vehicular traffic safety; (ii) selective harvesting of trees to provide construction materials or firewood for use on the

Premises; (iii) conducting, or permitting others to conduct, sound silvicultural uses of the Premises, including commercial harvesting of forest products. Whenever required by law, commercial harvesting of forest products shall be carried on pursuant to a Forest Cutting Plan and, whenever a Cutting Plan is filed, a Forest Stewardship Plan must be prepared for each ten (10) year period in which a Forest Cutting Plan is filed. Such plans shall be, prepared by a licensed professional forester and approved by the Department of Conservation and Recreation acting by and through its State Forester (or any successor agency) and shall also be designed to protect the purposes of this Conservation Restriction, including without limitation, scenic and wildlife habitat values. A copy of such Forest Stewardship Plan shall be submitted to The Town and SVT when completed and a copy of any Forest Cutting Plan pursuant thereto shall be submitted to the Town and SVT at least thirty (30) days prior to any cutting taking place. Any removal of trees and shrubs in violation of the Forest Cutting Plan shall be remedied by the planting and maintenance of trees and shrubs of the size and type removed.

**11. Excavation Activities.** Excavation from the Premises of fieldstone, soil, gravel, or other mineral resources or natural deposits as may be incidental to the expansion or improvement of agricultural fields, the installation, maintenance or removal of underground drainage facilities and other

underground facilities or structures permitted on the Premises by this Conservation Restriction, and in accordance with Subparagraph.6.b above, all such activities to be conducted in a manner which is both consistent with good drainage and soil conservation practices and consistent with other purposes of this Conservation Restriction, and all such excavated materials must remain on the Premises.

**12. Composting and Brush Piles.** The stockpiling and composting of organic material originating on or off the Premises in support of permitted activities on the Premises (but stumps, tree and brush limbs only if they originate on the Premises), in locations where the presence of such materials will not have a deleterious impact on the purposes of this Conservation Restriction, and in accordance with a farm conservation plan as described in Subparagraph 6 .b above;

**13. Pond Management.** The maintenance, improvement and repair of the existing ponds on the Premises and associated dams and water management systems, including without limitation dredging, spoil disposal and weed harvesting and management; and, upon prior written approval of The Town and SVT, the construction of new ponds in support of farming activities. The construction of new ponds must be in accordance with the requirements of a NRCS (or successor agency) Farm Conservation Plan developed prior to conducting such activities;

**14. Wells and Springs.** The repair, construction, reconstruction

and maintenance of drilled and driven wells, the tapping of springs, and the installation, repair and maintenance of associated water lines and water distribution and collection equipment, provided, however, that any withdrawal of water shall be solely for allowed uses on the Premises;

**15. Septic Systems.** With the prior written approval of The Town and SVT, the construction, repair and maintenance of septic systems to serve the Excluded Areas, provided that no practical alternative site exists within the Excluded Areas and provided further that such systems are located so as to minimize the negative impacts on the Conservation Values of this Conservation Restriction, and the site is restored to as near as possible its natural condition.;

**16. Utilities, Culverts and Drainage Ditches.** Maintenance, repair, construction, expansion and replacement of underground utilities, ditches, culverts, and drainage structures for activities permitted on the Premises, all in a manner consistent with good drainage and soil conservation practices and consistent with other purposes of this Conservation Restriction;

**17. Signs.** The erection, maintenance, and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the property, the Town and SVT's interest in the property, and the protected agricultural and conservation values. Also permitted are signs advertising

the sale of agricultural products and services grown or provided on the Premises or on adjacent land owned by the Landowners;

**18. Alternative Energy Facilities.** With the prior written approval of the Town and SVT, the construction of facilities for renewable, alternative energy production, designed to support the agricultural and forestry uses on the Premises, and the repair, maintenance and reconstruction of the same. In reviewing and approving any such facility, The Town and SVT shall make reasonable efforts to ensure the expected energy output potential of said facility shall not exceed 150% of the annual energy usage of agricultural and forestry uses on at the time of approval. Except as to sales via a net-metering or similar arrangements related to renewable energy production, the renewable energy facilities shall not be used to generate electricity or other energy products for commercial purposes or for sale, barter, or use at locations other than the Premises. Before installing any ground-mounted solar arrays, all efforts should be made to identify rooftop solar locations. Any ground-mounted solar arrays shall be located so as not to be visible from Rice Road or Old Connecticut Path. While both The Landowners and The Town and SVT agree that the use of alternative energy facilities may contribute to the long-term viability of the agricultural activities conducted on the Premises, The Town and SVT will assess whether ground-mounted facilities would materially impair other purposes of this Conservation



Restriction. The Town and SVT may require such facilities to be removed, at the Landowners' expense, if the sole purposes for which they are allowed are discontinued for a continuous period of forty-eight (48) months;

**19. Private Burial Ground.** Creation, use and maintenance of a private burial ground for family members of the Landowners on the Premises, more or less in the area shown on Exhibit B, and not to exceed one acre in size;

**20. Separate Conveyance of Portions of the Premises.**

Recognizing that the Premises comprise three separately owned parcels, Landowners the owner of any one of those separate parcels may convey, assign or transfer that parcel in its entirety, notwithstanding Subparagraph II.A.6 above. However, except for conveyance to an original grantor, if Landowners wish to convey one or two of the separately owned parcels, then, at the request of the Town and SVT, a separate conservation restriction meeting all the requirements of Massachusetts General Laws Chapter 184 Sections 31-33 encumbering the land that is to be conveyed will be recorded and this Conservation Restriction will be amended (a) to eliminate the parcel or parcels to be conveyed from the legal description of the Premises and (b) reflect the change or changes in any other affected Permitted or Prohibited Uses. Any reference in this Conservation Restriction to a permitted use that is restricted in the aggregate; e.g., total square footage of all newly

constructed, expanded or replaced agricultural structures, applies to the entire 208 acres. Similarly, restrictions on uses of the Premises are intended to apply to the entire 208 acres as a whole. If in the future one or two separate conservation restrictions are to be recorded, each of the permitted and prohibited uses will be analyzed for consistency with the intent of the parties of this Conservation Restriction and either apportioned over each of the conservation restrictions, or limited to apply to only the conservation restriction that encompasses the particular use; e.g. provisions limiting the location of agricultural buildings and structures. Any amendment to this Conservation Restriction shall be consistent with Section X below.

**C. Additional Affirmative Covenants and Obligations**

Under this Conservation Restriction, the Landowners shall maintain the open fields on the Premises and the open pastoral views along Old Connecticut Path and Rice Road by periodic mowing, or other methods of woody vegetation and invasive species control, with the exception of any area created or maintained for habitat in consultation with the Town and SVT. Non-chemical, naturally sustainable and/or organic methods of vegetation control and removal are preferred. If The Landowners do not maintain the open fields, then this Conservation Restriction also grants to the Town and SVT the right, but not the obligation, to maintain the open fields on the Premises and the open pastoral vistas along Old Connecticut Path and Rice Road provided,

however, The Landowners are first notified in writing at least forty-five (45) days prior to the exercise of such right. Such Notice shall comply with Section XIV, Subparagraph G and shall detail the scope, nature, design, location and timetable of proposed activities.

**D. Notice and Approval.** Whenever notice to or approval by Town and SVT is required, The Landowners shall notify Town and SVT in writing not less than forty-five (45) days prior to the date The Landowners intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Town and SVT to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Town and SVT' approval is required, The Town and SVT shall grant or withhold approval in writing within forty-five (45) days of receipt of The Landowners' request. The Town's and SVT's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

In the event that the Town and SVT cannot agree on a unified response to the Landowners, the matter shall, within the 45 days required, be referred to an appropriate authority, mutually agreed upon for review. The Town and SVT shall notify the Landowners and be entitled to an additional fifteen (15) days for such a consultation. If these deliberations fail to yield agreement on a course of action, the Town and SVT shall seek resolution through arbitration by an

arbitrator mutually chosen by The Town and SVT. The cost of such arbitration will be shared equally between the Town and SVT. The decision of the arbitrator shall be final and binding on the Parties. Failure of efforts to reach a unified position prior to arbitration shall not constitute a violation of this Conservation Restriction and shall not be construed as bad faith or contrary to the purposes of this Conservation Restriction.

Failure of the Town and SVT to respond in writing within 45 days, (or 60 days following referral of the matter to an appropriate authority), shall be deemed to constitute approval by the Town and SVT of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 45 days (or 60 days if applicable), in the request notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

### **III. LEGAL REMEDIES OF THE TOWN AND SVT:**

**A. Legal and Injunctive Relief.** The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of ( where the Town and SVT will have no adequate remedy at law). Said rights shall be in addition to, and not in limitation of, any other rights and remedies available to the Town and SVT for the enforcement of this

Conservation Restriction. The Town and SVT shall cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided The Landowners cease objectionable actions and The Town and SVT determine there is no ongoing diminution of the conservation values of the Conservation Restriction.

The Landowners that are the subject of the enforcement action, shall reimburse the Town and SVT to the extent permitted by operation of law for all reasonable costs and expenses (including without limitation counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate, or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by The Landowners or is determined by a court of competent jurisdiction to have occurred. Prior to commencing any proceeding to enforce this Conservation Restriction or taking any action to remedy or abate any violation of this Conservation Restriction by The Landowners, the Town and SVT shall, except as provided in the following sentence, give written notice to The Landowners of the alleged violation and shall afford The Landowners thirty (30) days or such longer period as is reasonable under the circumstances to cure such alleged violation.

In the event that The Town and SVT are unable to give written notice to The Landowners, or in the event that the violation is continuing and that its continuance will further adversely affect the conservation values of this Conservation Restriction, then the Town

and SVT shall have the right to take immediate action, including legal action, to remedy or abate the violation without the necessity of giving written notice to The Landowners or affording The Landowners an opportunity to cure the violation.

In the event of a dispute over the boundaries of the Conservation Restriction, the Landowners and The Town and SVT shall share the expense of survey work, necessary to determine the proper location of boundaries, including the expense of placing permanent boundary markers delineating the boundaries of this Conservation Restriction, with 50% of the cost to be borne by the Landowners and 50% by the Town and SVT.

**B. Joint and Several Enforcement Responsibility.** The Town and SVT share joint and several enforcement responsibility of the Conservation Restriction, including obtaining cease and desist orders, temporary restraining orders, injunctions, and judgments. In the event of an apparent violation, either the Town or SVT may act independently to obtain cease and desist orders or temporary restraining orders. If the Town or SVT is unable to enforce the terms of this Conservation Restriction, the Town or SVT shall assign its right of enforcement to the other who may then proceed as the sole enforcer of the Conservation Restriction.

Provided that the violation is not continuing and will not further adversely affect the Conservation Values of this Conservation Restriction, in the event that the Town and SVT cannot agree on a unified course of action, the matter shall be immediately referred to

an authority mutually agreed upon by the Town and SVT for review. If deliberations between the Town and SVT on the initial and any revised proposals fail to yield agreement on a course of action, the Town and SVT shall seek resolution through arbitration by an arbitrator mutually chosen by The Town and SVT. The cost of such arbitration will be shared equally between the Town and SVT. The decision of the arbitrator shall be final and binding on the Town and SVT. Failure of efforts to reach a unified position prior to arbitration shall not constitute a violation of this Conservation Restriction and shall not be construed as bad faith or contrary to the purposes of this Conservation Restriction.

**C. Non-Waiver.** Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Town and SVT. Any election by the Town and SVT as to the manner and timing of their right to enforce this Conservation Restriction or otherwise exercise their rights hereunder shall not be deemed or construed to be a waiver of such rights.

**D. Disclaimer of Liability.** By the taking this Conservation Restriction, the Town and SVT do not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Town and SVT or their agents.

**E. Acts Beyond the Landowners' Control.** Nothing contained in this Conservation Restriction shall be construed to entitle the Town

and SVT to bring any actions against the Landowners for any injury to or change in the Premises resulting from causes beyond the Landowners' control, including but not limited to fire, flood, storm and earth movement, non-human caused change (e.g., changes caused by beaver or deer) or natural processes, or from any prudent action taken by the Landowners under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of damage to the Premises from acts beyond the Landowners' control, that if it is desirable and feasible to restore the Premises, the parties will cooperate in attempting to do so.

**IV. ACCESS:**

**A. Access by the Town and SVT.** The Town and SVT , and their duly authorized agents, employees and representatives, shall have the right to enter the Premises upon reasonable notice and at reasonable times for the purposes of (1) inspecting the Premises to determine compliance with or to enforce this Conservation Restriction; (2) taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, after notice to the Landowners of such violation and failure of the Landowners to cure the same; (3) perform a survey of boundaries and replace missing or displaced boundary markers and (4) engaging in other activities on the Premises which The Town and SVT have the right or obligation to engage in pursuant to this Conservation Restriction; e.g., trail management and trail construction or reconstruction.

**B. Access by the Public.** The public shall be permitted to



utilize the existing public trail system on the Premises, identified on Exhibit B, as they shall be changed or relocated from time to time, or such newly created trails as shall be established from time to time. Public trails on the Premises may be used for educational and passive outdoor recreational purposes including, but not limited to, hiking, wildlife observation, nature study, and cross-country skiing, but not for bicycling. Public trails on the Premises shall not be used by motorized vehicles, except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped members of the public to access the Premises or as otherwise provided herein. Use of the trail system on the Premises shall be subject to reasonable rules and regulations established from time to time by The Landowners and the Town and SVT. The Town and SVT shall have the right but not the obligation to construct, maintain, repair and replace from time to time the trails and associated bridges and boardwalks if The Landowners do not elect to do so. Neither the Landowners nor the Town and SVT shall impose any charge or fee upon any public access over such trails, consistent with the liability protection afforded to property owners, holders of conservation restrictions and their respective agents, employees and contractors pursuant to M.G.L. c. 21, Section 17C when no charge is made for public access on or over the property.

The Landowners and The Town and SVT shall consult with each other from time to time in an effort to insure that use of the trail system by the public remains compatible with the purposes of this Conservation Restriction and the Landowners' farming operations on the Premises.

In the event that problems with public use of the trail system arise, the Landowners and the Town and SVT shall jointly identify and implement strategies to correct the same, such as modification of trail signage and trail usage rules and regulations including, without limitation, adoption of reasonable rules such as leash requirements to prevent domestic dogs (if dogs are otherwise allowed) from harassing, harming or killing farm animals or damaging crops. Such strategies may also include, without limitation, relocating or temporarily closing trail segments where proximity to active farming operations becomes problematic.

If the joint consultation of the Landowners and the Town and SVT relative to problems with the public use of the trail system does not resolve such problems, then the Landowners shall have the right to temporarily limit and/or prohibit public access to a portion or portions of the trail system following forty five (45) days' Notice to the Town and SVT in the manner required by Section XIV, Paragraph G. Public access to the trail system in existence at the time of the grant of this Conservation Restriction, as shown on Exhibit B, shall not be temporarily or permanently closed to public access without the prior written consent of the Town and SVT. If in the reasonable determination of the Landowners and with concurrence of the Town and SVT, which shall not be unreasonably withheld or delayed, a pattern of abuse of such right of access develops or exists, such as, but not limited to, a pattern of littering by trail users or allowance by dog walkers of excessive animal droppings, or a successful lawsuit or claim

against the Landowners for personal injury or death arising from trail use, notwithstanding M.G.L. Chapter 21, Section 17C. The Town and SVT shall have the right following receipt of the Notice from the Landowners to take any reasonable steps, including installing signage, to curb or eliminate such abuses and to reinstate the access as described above upon ten (10) days written Notice to the Landowners stating the remedial steps the Town and SVT have taken. If within the 10-day notice period, the Landowners object to the reinstatement of such access and reasonably contend that the remedial steps are insufficient, reinstatement of access shall be delayed for a period of up to twenty (20) additional days to allow the parties to confer on additional remedial steps to be taken before access is restored. If the parties cannot reach agreement, access will be restored following the expiration of the 20-day period. If the Landowners still object to access being restored, the Landowners may take legal action in a court of competent jurisdiction, including seeking injunctive or equitable relief. The Town and SVT will have shared responsibility for preventing abuse of the public's access privilege and in that connection will have the right at the request of the Landowners or on their own initiative to limit or prohibit access to particular identifiable users or classes of users which are unable or unwilling to use the trails with appropriate respect for their use by others and for preservation of the conservation values of the Premises.

**VI. EXTINGUISHMENT:**

**A. Town's and SVTs' Receipt of Property and Development Rights.**

This Conservation Restriction gives rise to a real property right, immediately vested in the Town and SVT, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of recording, bears to the value of the Premises at that time. Such proportionate value of the Town and SVT' property rights shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements, including of the Community Preservation Act.

**B. Right of the Town and SVT to Recover Proportional Value at Disposition.** If circumstances arise in the future which render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs (or successor official). If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then The Town and SVT, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph D below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding

requirements. The Town and SVT shall use their share of the proceeds in a manner consistent with the conservation purpose set forth herein.

**C. Landowners/The Town's and SVT's Cooperation Regarding Public Action.** Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Landowners and the Town and SVT shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Landowners and the Town and SVT shall first be reimbursed to them out of any recovered proceeds, and the remaining proceeds shall be distributed between the Landowners and The Town and SVT in accordance with Paragraph D - above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken.

**D. Apportionment between The Town and SVT.** As between the Town and SVT, all proceeds allocated to the Town and SVT collectively under this Section VI shall be apportioned as follows as between the Town and SVT individually:

1. SVT: twenty percent (20%) of the allocation
2. Town: eighty percent (80%) of the allocation

This apportionment of allocations to the Town and SVT shall remain constant throughout the term of this Conservation Restriction.

**E. Continuing Trust of Town's and SVT's Share of Proceeds of Conservation Restriction Disposition.** The Town and SVT shall use their

share of the proceeds in a manner consistent with the purposes of this Conservation Restriction.

**VI. ASSIGNABILITY:**

**A. Running of the Burden.** The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Landowners and their successors and assigns holding any interest in the Premises.

**B. Execution of Instruments.** The Town and SVT are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Landowners on behalf of themselves and their successors and assigns have appointed the Town and SVT their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Landowners and their successors and assigns have agreed to execute any such instruments upon request.

**C. Running of the Benefit.** The benefits of this Conservation Restriction shall run to the Town and SVT, shall be in gross and shall not be assignable by the Town and SVT, except in the following instances: as a condition of any assignment, the Town and SVT shall require that the purpose of this Conservation Restriction continue to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184

of the General Laws of Massachusetts. Any assignment shall comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable

**VII. SUBSEQUENT TRANSFERS:**

The Landowners shall incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Premises, including, without limitation, a leasehold interest and to notify the Town and SVT within 20 days of such transfer. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable. Failure of the Landowners to do any of the above shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

The Landowners shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s), but shall not be financially responsible for remedying prior violations, and may be responsible for any continuing violations.

**VIII. NON MERGER:**

It is intended that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Landowners shall not grant, and the Town and SVT shall not take,

title to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

**IX. ESTOPPEL CERTIFICATES:**

Upon request by the Landowners, the Town and SVT shall within thirty (30) days execute and deliver to the Landowners any document, including an estoppel certificate, which certifies the Landowners' compliance with any obligation of the Landowners contained in this Conservation Restriction.

**X. AMENDMENT:**

If circumstances arise under which an amendment to or modification of the terms and conditions of the conservation restriction hereby taken would be appropriate, The Landowners and the Town and SVT may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Town and SVT under any applicable laws, including Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional



circumstances. The Town and SVT will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and, if applicable, shall comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex South District Registry of Deeds.

**XI. EFFECTIVE DATE:**

The conservation restriction hereby taken shall be effective when the Board of Selectmen of the Town have executed it and it has been recorded.

**XII. RECORDING:**

This instrument shall be recorded in a timely fashion in the Middlesex South District Registry of Deeds.

**XIII. TERMINATION OF RIGHTS AND OBLIGATIONS:**

Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding any interest in the Premises terminate upon and to the extent of such party's transfer of its interest, except that liability for acts or omissions occurring prior to transfer, and liability for

the transfer itself if the transfer is in violation of this Conservation Restriction, shall survive the transfer.

**XIV. MISCELLANEOUS:**

**A. Controlling Law.** The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

**B. Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the Town and SVT to effect the purposes of this Conservation Restriction and the policy and purpose of M.G.L. Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

**C. Severability.** If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

**D. Joint Obligation.** The obligations imposed by this Conservation Restriction upon the parties that together comprise "Landowners" shall be joint and several.

**E. Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**F. Compliance with Applicable Law.** The exercise of any right set forth in this Conservation Restriction by the Landowners or their successors and assigns shall be in compliance with the applicable provisions of the state Wetlands Protection Act (Massachusetts General Laws Chapter 131, Section 40, as amended) and all other applicable federal, state, and local law.

**G. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally with a receipt (or an affidavit of delivery if the addressee refuses to provide a receipt or is not present) or sent by first class mail, postage prepaid, or recognized overnight courier service, delivery confirmation requested; addressed as follows:

To Landowners:            Devens H. Hamlen  
                                 Hamlen Company  
                                 54 Canal Street  
                                 Boston, MA 02114

                                 Margery M. Hamlen  
                                 250 Beacon Street, Apt 14  
                                 Boston, MA, 02116

                                 Michael E. Mooney  
                                 c/o Nutter McClennen & Fish LLP  
                                 Seaport West  
                                 155 Seaport Boulevard  
                                 Boston, MA 02110

To SVT:                     Sudbury Valley Trustees, Inc.  
                                 18 Wolbach Road  
                                 Sudbury, MA 01776

                                 ATTN: Director of Stewardship

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

ATTN: Conservation Administrator

or to such other address as any of the above parties shall designate from time to time by written notice to the other parties, or if returned to sender to a valid address that is reasonably ascertained by the sender/parties.

**Attached Exhibits**

- A. Reduced Photocopy of Conservation Restriction Plan Showing Premises; and Excluded Areas
- B. Existing Public Access Trails

This Conservation Restriction is taken subject to the SVT's joint, undivided interest the grant of conservation restriction on the Premises which is recorded herewith.

The Town's interest in this Conservation Restriction shall be held in the care, custody, management and control of the Conservation Commission of the Town of Wayland in accordance with said Chapter 40, Section 8C.

This taking confirms and makes clear the title to the Town's interest in the grant of conservation restriction on the Premises which is recorded herewith.

The Board of Selectmen awards no damages sustained by persons and their property by reason of this taking.

Owners of Record: Devens H. Hamlen;  
Margery M. Hamlen; and;  
Margery M. Hamlen and Michael E. Mooney, as  
Trustees of Mainstone Farm Land Trust

Property Address: 87 Old Connecticut Path, Wayland, MA

Title References: Book 21128, Page 79  
Book 21128, Page 94  
Book 21128, Page 97  
Book 11937, Page 566  
Book 27708, Page 472  
Book 21170, Page 21  
Book 68359, Page 62

The Town Counsel is directed, for and on behalf of the of the  
Town to record and give notice of this taking and pertinent  
information to every person entitled thereto in accordance with the  
provisions of Massachusetts General Laws Chapter 79, Sections 7B,  
7C, 7F, 7G, 8A and 8B.

Executed as a sealed instrument this 3rd day of April, 2017.

TOWN OF WAYLAND, BY:

\_\_\_\_\_  
Cherry C. Karlson, Chair

\_\_\_\_\_  
Lea Anderson, Vice Chair

\_\_\_\_\_  
Mary M. Antes

\_\_\_\_\_  
Louis M. Jurist

\_\_\_\_\_  
Joseph F. Nolan

its Board of Selectmen, duly authorized.

Approved as to form:

\_\_\_\_\_  
Mark J. Lanza  
Special Town Counsel

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 3, 2017

Then before me personally appeared Cherry C. Karlson, Lea Anderson, Mary M. Antes, Louis M. Jurist and Joseph F. Nolan, proved to me through satisfactory evidence of identification, viz., personal acquaintance, to be the persons whose names are signed on the preceding document, and who acknowledged to me that they executed it voluntarily for its stated purpose as Selectmen of the Town of Wayland.

---

\_\_\_\_\_, Notary Public  
My Commission Expires:

**RECEIVED**

**MAR 27 2017**

**Board of Selectmen  
Town of Wayland**

**KP LAW, P.C.**

101 ARCH STREET  
BOSTON, MA 02110

(617) 556-0007

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INVOICE NO. 111457

BOARD OF SELECTMEN  
WAYLAND TOWN HALL  
41 COCHITUATE ROAD  
WAYLAND, MA 01778

IN REFERENCE TO: PROFESSIONAL SERVICES THROUGH FEBRUARY 28, 2017

MARCH 23, 2017

TOTAL FEES:	23,069.50
TOTAL COSTS:	<u>1,981.00</u>
BALANCE DUE:	<u>25,050.50</u>



# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

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

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

DATE: March 29, 2017  
TO: Nan Balmer, Town Administrator  
FROM: Kenneth "Ben" Keefe, Public Buildings Director  
RE: Massachusetts Electric Vehicle Incentive Program.

## REQUESTED ACTION:

**Vote to approve and sign Agreement between Massachusetts Department of Environmental Protection (MassDEP) and the Town of Wayland concerning the Massachusetts Electric Vehicle Incentive Program (MassEVIP) and Statement of Support for Northeast Electric Vehicle Network.**

## BACKGROUND:

The Town of Wayland through the Energy Initiatives Advisory Committee has applied for a \$250,000 Green Communities Grant.

Included in that grant is the purchase of one Plug-In Hybrid Electric Vehicle (PHEV), two Battery Electric Vehicles (BEVs), and two Level 2 dual head charging stations. In conjunction with these purchases MassDEP has awarded Wayland \$27,500 as described in the attached letter. To receive these funds the Town of Wayland is required to sign the subject agreement and statement of support.

The agreement is the standard form being used by MassDEP and all participating municipalities. I have reviewed these documents and it is my opinion that we will be able to easily meet all requirements of the agreement and the statement of support coincides with the principles of Wayland's Green Community status.





Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Matthew A. Beaton  
Secretary

Marin Suuberg  
Commissioner

March 21, 2017

Mr. Kenneth Keefe  
Town of Wayland  
41 Cochituate Road  
Wayland, MA 01778

Dear Mr. Keefe,

The Massachusetts Department of Environmental Protection (MassDEP) is pleased to announce that the Town of Wayland has been awarded \$27,500 in funding to acquire Level 2 dual head charging station(s) and three electric vehicles under Phase III of the Massachusetts Electric Vehicle Incentive Program (MassEVIP) in the following amounts:

- An amount not to exceed \$5,000 for one Plug-In Hybrid Electric Vehicle (PHEV),
- An amount not to exceed \$7,500 each for two Battery Electric Vehicles (BEVs), and
- An amount not to exceed \$7,500 in assistance for Level 2 dual head charging station(s).

The Massachusetts Electric Vehicle Incentive Program demonstrates the Commonwealth's commitment to increase the deployment of electric vehicles (EVs) in private, municipal and state fleets, encourage demand for electric vehicles in Massachusetts and help the Commonwealth meet its air quality and Global Warming Solutions Act goals.

As part of the MassEVIP process, first you will need to sign and return the attached End-User Agreement within 15 days of receipt. Please also remember to sign and return to MassDEP the Transportation & Climate Initiative Statement of Support found as Attachment C of the end-user agreement. MassDEP will execute the agreement and return a scanned copy for your records. Once the executed agreement is returned to you, the Town of Wayland is authorized to proceed with the acquisition of electric vehicles and installation of the electric charging station, if applicable. Please note that the end-user agreement must be fully executed **before** any acquisition of vehicles and charging station can occur.

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-6751.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website [www.mass.gov/dep](http://www.mass.gov/dep)

Printed on Recycled Paper

Please note you have up to 180 calendar days from the execution of the end-user agreement to complete the acquisition of the vehicles and acquisition and installation of the electric charging station. MassEVIP will provide the incentive directly to the vehicle and/or charging station vendor on state contract upon acquisition of vehicles and installation of charging station(s). Please note that the charging station vendor on state contract will not be paid directly for any construction related installation costs. The construction related costs will be paid to the award recipient that is on state contract with MassDEP for goods and services. If the award recipient is acquiring a vehicle or motorcycle that is not currently on Massachusetts state-wide contract but is identified on California's list (<http://energycenter.org/index.php/incentive-programs/clean-vehicle-rebate-project/cvrp-eligible-vehicles>) as a PHEV, ZEV (zero emission vehicle, referred in MassEVIP as a BEV), or zero-emission electric motorcycle (ZEM) and is available in Massachusetts, or is using an electric vehicle charging station vendor of their choice that is not on the state contract, the award recipient must do its own competitive bid process to acquire the vehicle or charging station equipment. In this case, the award recipient *itself* must be on a contract with the Commonwealth for goods and services as part of MassDEP's Sustainable Materials Recovery program. MassEVIP will then provide the incentive directly to the award recipient upon presentation of the invoice or lease agreement, proof of vehicles registration in Massachusetts, or invoice for the charging station, if being acquired.


Please mail all documents to the following address:

MassDEP  
Attn: Sejal P. Shah  
One Winter Street, 6<sup>th</sup> Floor  
Boston, MA 02108

On behalf of Commissioner Suuberg, I want to congratulate the Town of Wayland for taking this important first step aimed at making Massachusetts a regional leader in deploying these clean cars and helping the Commonwealth achieve our ambitious climate goals.

If you have any questions or comments regarding MassEVIP and/or the awarded incentives please contact Ms. Sejal Shah at (617) 556-1015 or at [sejal.shah@state.ma.us](mailto:sejal.shah@state.ma.us).

Sincerely,



Christine Kirby, Acting Assistant Commissioner  
Bureau of Air and Waste

Enclosures: End-User Agreement

**COMMONWEALTH OF MASSACHUSETTS  
AGREEMENT BETWEEN MASSACHUSETTS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND THE TOWN OF WAYLAND**

This Agreement is entered into by the Commonwealth of Massachusetts, acting through the Massachusetts Department of Environmental Protection (MassDEP) and the Town of Wayland for the purpose of increasing the use and visibility of electric vehicles within the Commonwealth of Massachusetts (the "Agreement").

MassDEP is charged with the implementation and oversight for the Massachusetts Electric Vehicle Incentive Program (MassEVIP). The Town of Wayland has been qualified as a recipient of MassEVIP funding for the purpose of acquiring Level 2 dual head charging station(s) and three electric vehicles in the following amounts as referenced in the attached application:

- An amount not to exceed \$7,500 each for two Battery Electric Vehicles, and
- An amount not to exceed \$5,000 for one Plug-In Hybrid Electric Vehicle, and
- An amount not to exceed \$7,500 for Level 2 dual head electric vehicle charging station(s).

By accepting the benefits of MassEVIP funding, the Town of Wayland expressly agrees, through the execution of this Agreement, to be bound by the following Terms and Conditions and other requirements set forth in Attachments A through D hereto, which are incorporated herein by reference.

The undersigned representatives certify that they are fully authorized to enter into the Agreement, including without limitation the attached Terms and Conditions, and to legally bind the party on whose behalf they are signing this Agreement.

This Agreement shall become effective on the date that it is executed by MassDEP.

IN WITNESS THEREOF, the parties hereby execute this Agreement.

**TOWN OF WAYLAND**

By: \_\_\_\_\_  
Print Name:  
Print Title:

Date: \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

By: \_\_\_\_\_  
Bawa Wavezwa, Director of Fiscal Management  
Massachusetts Department of Environmental Protection

Date: \_\_\_\_\_

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## ATTACHMENT A TERMS AND CONDITIONS

By accepting the benefits of the Massachusetts Electric Vehicle Incentive Program (MassEVIP) funding, the Town of Wayland (the award recipient) agrees that it will comply with all Terms and Conditions set forth below and assumes responsibility for all requirements under the laws of the Commonwealth regarding vehicle ownership or lease. The award recipient acknowledges that, from time to time as deemed necessary, MassDEP may request the award recipient to make minor changes in the implementation of MassEVIP, including periodic updates to the list of charging station vendors available for use by public and/or non-profit award recipients as provided on the program webpage (<http://www.mass.gov/eea/agencies/massdep/air/grants/massevip-municipal.html>); private award recipients may use these vendors or the vendor(s) of their choice.

### 1. MassEVIP Electric Vehicle and Level 2 Charging Station Acquisition

As a condition of the award recipient being awarded funding through MassEVIP for the acquisition of electric vehicle(s) and charging station, the award recipient is required to execute the acquisition of vehicle(s) and charging station through one of the following methods:

- a) Public and/or non-profit award recipients have the electric vehicle vendors listed on the Massachusetts state-wide contract available to them from which to acquire an approved electric vehicle(s), through purchase or lease, as listed on the program webpage (<http://www.mass.gov/eea/agencies/massdep/air/grants/massevip-municipal.html>); private award recipients may use these vendors or the vendor(s) of their choice. If the award recipient is also acquiring a Level 2 charging station, public and/or non-profit award recipients have the charging station vendors listed on the program webpage (<http://www.mass.gov/eea/agencies/massdep/air/grants/massevip-municipal.html>), available to them; private award recipients may use these vendors or the vendor(s) of their choice; or
- b) If an award recipient is acquiring an electric vehicle that is not currently on Massachusetts state-wide contract but is identified as a Zero Emission Vehicle (ZEV) or Plug-In Hybrid Electric Vehicle (PHEV) or Zero Emission Motorcycle (ZEM) on California's list (<http://energycenter.org/index.php/incentive-programs/clean-vehicle-rebate-project/cvrp-eligible-vehicles>) and is available for purchase or lease in Massachusetts, the award recipient must complete its own competitive procurement process to acquire the electric vehicle(s). The award recipient *itself* must be on a contract with the Commonwealth for goods and services. MassEVIP will then provide the incentive directly to the award recipient upon presentation of the invoice attesting proof of the vehicle(s) acquisition.

### 2. Agreement Duration/Timeline

- a.) The award recipient has up to 180 calendar days following the execution date of this agreement to acquire the electric vehicle(s) (the "MassEVIP vehicle") and procure and install the Level 2 charging station (the "Level 2 charging station").

- b.) In the event that the award recipient wishes to amend its choice of make, model or number of MassEVIP vehicles or charging stations, the award recipient must notify MassDEP in writing of any changes to the MassEVIP Vehicle(s) number, make, or model, and/or the Level 2 charging station as originally requested and approved by MassDEP (Attachment B), and receive written approval from MassDEP prior to execution of the purchase agreement with the Vendors for the MassEVIP vehicle(s) and/or Level 2 charging station. No changes to the make, model or number of vehicles or charging stations will be permitted after the execution of the purchase agreement.
- c.) The award recipient must notify MassDEP in writing within 30 days prior to the end of the 180 day period if the MassEVIP vehicle acquisition and/or procurement and installation of the Level 2 Charging station will not occur within 180 days following the execution date of this agreement.

3. MassEVIP Vehicle Registration

The award recipient must obtain a valid registration through the Massachusetts Registry of Motor Vehicles for each MassEVIP vehicle and provide proof of vehicle registration to MassDEP upon request.

4. Insurance Coverage for MassEVIP Vehicles and Level 2 Charging Station

Adequate property and casualty insurance coverage for each MassEVIP vehicle and Level 2 charging station must be provided by the award recipient as required under the laws of the Commonwealth through either the award recipient's self insurance or through third party coverage. The award recipient must provide proof of such coverage to MassDEP upon request.

5. Ownership of MassEVIP Vehicle and Level 2 Charging Station

The award recipient acknowledges that the award recipient becomes the owner or lessee of the MassEVIP vehicle(s) and Level 2 charging station following execution of the acquisition agreement for the electric vehicle(s) (purchase or lease) or charging station (purchase only). In the event that the award recipient is unwilling and/or unable to accept the MassEVIP vehicle(s) or Level 2 charging station after the vendor has ordered the vehicle(s) or charging station, the award recipient agrees to be fully responsible for the payment of any costs incurred by the vendor as a result of the award recipient's failure to accept them, including, without limitation, shipping costs and return fees. For purposes of this paragraph, the vendor is deemed to have "ordered" or "placed the order" when vendor pays any portion of the purchase price of the charging station to the charging station manufacturer. In the event that award recipient is unwilling and/or unable to accept the charging station after the vendor has placed such order, award recipient agrees to inform MassDEP in writing of its non-acceptance of the charging station(s) within fourteen (14) calendar days of award recipient's notification of non-acceptance of the charging station(s) to the vendor. Vendor is required to work cooperatively with MassDEP and/or award recipient to identify alternative recipients for the charging stations(s) and thereby recover costs for the unaccepted purchase; however, award recipient agrees to be fully responsible for any such costs incurred by vendor that vendor is unable to recover within six months of the date of award recipient's written notice to MassDEP of its non-acceptance of the charging station(s).

6. Statement of Support

The award recipient is encouraged to complete the Statement of Support for the Transportation Climate Initiative's (TCI) Pledge for the Deployment of Electric Vehicles (Attachment C) that shows a commitment to transition to a clean energy economy, reduce greenhouse gas emissions from their fleet, and increase the visibility of advanced technology vehicles in communities across the state. The award recipient is also encouraged to utilize the available TCI resources to help policy makers, municipal planners, and others in making their businesses or communities EV-ready (<http://www.transportationandclimate.org/northeast-electric-vehicle-network-documents>).

7. Minimum Period to Operate MassEVIP Vehicle and Level 2 Charging Station

The award recipient agrees to use the MassEVIP vehicle(s) and Level 2 charging station for a minimum of thirty-six (36) months following acquisition (vehicle) and installation (Level 2 charging station) per the terms in 2.c) above, unless the equipment (vehicle or Level 2 charging station) is sold, transferred, disposed of, or removed from active service in accordance with the procedures set forth in Paragraph 8 below.

8. Assignment, Sale, Transfer, or Removal from Service

No Assignment/Sale /Transfer/ Removal from Service without Prior MassDEP Notice and Approval. As a condition of its receipt of funding under MassEVIP, the award recipient acknowledges that it may not transfer its rights or obligations under this Agreement to another entity, or assign, sell or transfer the assets in a transaction that would include transfer of the MassEVIP vehicle(s) or Level 2 charging station that are the subject of this Agreement, without providing prior written notice and obtaining approval from MassDEP, in accordance with the provisions of this paragraph. In issuing a decision on the award recipient's request for assignment, sale, transfer or removal from service, MassDEP will seek to further the Commonwealth's goals in establishing the electric vehicle incentive program, including that of reducing greenhouse gas emissions within the borders of the Commonwealth. If the award recipient proposes to assign, sell, transfer or remove from service the MassEVIP vehicle(s) or Level 2 charging station subject to this Agreement prior to the end of the minimum time period set forth in Paragraph 7, the award recipient must comply with the following requirements:

- a) Award Recipient Notification to New Entity: Upon agreeing to the assignment, sale or transfer of the MassEVIP vehicle(s) to a New Entity, the award recipient must provide the New Entity with a copy of this agreement and of its obligation to notify MassDEP in writing of its intention to comply with and to sign the Agreement with respect to all MassEVIP vehicle(s) that are the subject of the assignment, sale, or transfer in accordance with 8.c) below.
- b) Award Recipient Notice, Contents and Certification: At least thirty (30) calendar days in advance of the date of a proposed assignment, sale, or transfer, the award recipient shall provide MassDEP with written notice ("Award Recipient Notice") of the transaction. The Award Recipient Notice to MassDEP shall include the following information:

- i. The identity, principal place of business, local address where the MassEVIP vehicle(s) will be garaged, or where the Level 2 charging station will be relocated, and principal contact for the New Entity to whom the award recipient will be assigning/transferring the MassEVIP vehicle(s) or Level 2 charging station as part of the transaction;
  - ii. The date on which the assignment/transfer will occur, together with a brief description of the transaction;
  - iii. A list of all MassEVIP vehicle(s) by Vehicle Identification Number (VIN), vehicle make, model number, and model year, and of all Level 2 charging stations that are subject to this Agreement that will be transferred as part of the transaction;
  - iv. A certification by the award recipient that it has provided the New Entity with the following: (a) a copy of this Agreement; (b) a list of all MassEVIP vehicles or Level 2 charging stations that are subject to this Agreement; and (c) a notice to the New Entity of its obligation to notify MassDEP in writing of its intention to comply with the Agreement with respect to all MassEVIP vehicle(s) or Level 2 charging stations that are subject of the assignment, sale or/transfer.
- c) **New Entity Notice, Contents and Certification:** At least fifteen (15) days in advance of the date of the proposed assignment/transfer, the New Entity shall provide MassDEP with a written notice (“New Entity Notice”) which states that: (1) it has received a copy of the Agreement; (2) it has received a list of all MassEVIP vehicles by VIN, vehicle make, model number, and model year and of all Level 2 charging stations, if applicable, that are subject to this Agreement; and (3) the New Entity certifies that it will comply with all Terms and Conditions of the Agreement with respect to all MassEVIP vehicles and Level 2 charging stations that are the subject of the assignment, sale, or transfer.
- d) If the award recipient proposes to remove from active service any MassEVIP vehicle(s) or Level 2 charging stations subject to this Agreement prior to the end of the minimum time period set forth in Paragraph 7, the award recipient must comply with the following requirements:
- i. The award recipient must request approval from MassDEP in writing at least thirty (30) days in advance of the expected action, and specify the manner in which the MassEVIP vehicle would be removed from active service and the reasons for such removal.
  - ii. If MassDEP approves the award recipient’s request to remove the MassEVIP vehicle from service, the award recipient must provide MassDEP with all documentation regarding the MassEVIP vehicle’s destruction, sale as scrap metal, or other method by which the vehicle was removed from service.
  - iii. The award recipient agrees to work cooperatively with MassDEP to pursue appropriate parties to recover funds in the event that a MassEVIP vehicle’s removal from service is due to equipment failures or deficiencies, or due to vendor or manufacturer warranty deficiencies.

- e) MassDEP Contact for Notices: All written Notices required by Paragraph 8 shall be sent to:

Ms. Sejal Shah  
MassDEP  
One Winter Street  
Boston, MA 02108

- f) MassDEP Review and Approval: Upon receipt of the Award Recipient Notice and the New Entity Notice as provided above, MassDEP will review both Notices and will provide the award recipient and the New Entity with its written determination regarding the assignment, sale or transfer of the MassEVIP vehicle(s) and/or Level 2 charging station within five (5) business days of receipt of both Notices. MassDEP reserves the right under this paragraph to either (a) seek additional information from the award recipient and/or the New Entity regarding the assignment, sale or transfer of the electric vehicle(s) or Level 2 charging station subject to this Agreement in order to make an informed determination; and/or (b) deny the assignment, sale or transfer of the MassEVIP vehicle(s) or Level 2 charging station to the New Entity. If the denial is based on the rationale that either of the Notices has incomplete, inaccurate or misleading information, the award recipient and/or New Entity will each have fifteen (15) days from the date of MassDEP's denial of the assignment, sale or transfer of the MassEVIP vehicle(s) and/or Level 2 charging station to provide complete and accurate information to MassDEP.
- g) Notwithstanding any of the foregoing, the award recipient (or its title holding affiliate) shall have the right to sell the mortgage, lease or otherwise deal with the property on which the Level 2 charging station(s) are located without MassDEP approval. However, if award recipient transfers to a new owner any ownership interest of the real property on which the Level 2 charging station(s) are located prior to the end of the thirty-six (36) month Minimum Time Period detailed in Paragraph 7 above, and this new owner does not assume ownership and responsibility for the Level 2 charging station(s) as a New Entity in accordance with the provisions of Paragraphs 8.a) to 8.d), award recipient shall be deemed to be in non-compliance with this Agreement and is subject to the MassDEP enforcement actions provided in Paragraph 15 below.

9. Data Provision and Record Requirements

Upon request by MassDEP, the award recipient shall provide the following: (1) access to the operation and maintenance records of each MassEVIP vehicle(s) for a minimum period of thirty-six (36) months following the acquisition of the MassEVIP vehicle(s) and (2) usage data, in a format specified by MassDEP, from Level 2 charging station for a minimum period of thirty-six (36) months following its installation.

10. MassDEP Verification of MassEVIP Vehicle and Level 2 Charging Station



Upon acquisition of the MassEVIP vehicle(s) and the installation of the Level 2 charging station on award recipient's property, the award recipient agrees to allow MassDEP access to the MassEVIP vehicle(s) and the Level 2 charging station during normal business hours so that MassDEP can verify the use of the vehicle(s) and the installation of the charging station.

11. Training on the Operation and Maintenance of MassEVIP Vehicle and Charging Station

Upon acquisition of the MassEVIP vehicle(s) and, if applicable, the completion of the installation of the Level 2 charging station, the award recipient agrees to require all pertinent personnel to attend a training session conducted by the vehicle vendor and/or the charging station vendor on the operation and maintenance of the equipment. The award recipient will facilitate these training session(s) by providing a mutually-convenient time and location for such training(s). In addition, the award recipient will provide MassDEP with fourteen (14) calendar days advance notice of the time, date and location of all training sessions so that MassDEP representatives may have the opportunity to attend any/all training sessions.

12. MassEVIP Vehicle Maintenance Requirements

The award recipient shall maintain the MassEVIP vehicle in accordance with the manufacturer's recommended procedures and specifications. The award recipient agrees that it is responsible for any maintenance and repair work that is not covered under the scope of the manufacturer's warranty.

13. Electrical Infrastructure Maintenance Requirements

The award recipient shall maintain the land-based electrical infrastructure in order to provide proper electrical supply for the operation of the Level 2 charging station for the duration of the thirty-six (36) month minimum in-service period. If the electrical infrastructure fails such that proper electrical supply required for the operation of the Level 2 charging station is not provided, the award recipient shall contact a vendor to repair the electrical infrastructure and supply within seven (7) calendar days of the receipt of notification of the failure of the system.

14. Electrical Infrastructure Parking Requirements

The award recipient receiving financial assistance through MassEVIP for the installation of a Level 2 charging station shall ensure the following requirements are met:

- a) The Level 2 charging station is located in an area that is accessible for the general public during normal business hours; and
- b) The two parking spaces allocated to the Level 2 charging station are specifically dedicated for electric vehicles only, and that the award recipient will actively enforce this requirement; and
- c) The Level 2 charging station is clearly identified through visible signage as provided in Attachment D. The award recipient may also want to consider pavement treatment (i.e., use of paint) to make the parking spaces more identifiable for electric vehicles.

15. Enforceability

The award recipient agrees that, in the event that the award recipient fails to comply with any of this Agreement's Terms and Conditions, the Commonwealth of Massachusetts and MassDEP shall have the right to pursue any and/or all of the following options:

- a) Require the transfer of possession and/or title to MassDEP and/or a third party at MassDEP's request of any and all MassEVIP vehicle(s) or Level 2 charging stations supplied pursuant to the Agreement; and/or
- b) Require the award recipient to reimburse MassDEP for any transfer, supply and/or installation costs incurred by MassDEP as a result of the failure of the award recipient to comply with the Agreement; and/or
- c) Require the award recipient to return a portion of the MassEVIP funding provided to the award recipient under the Agreement, with such portion to be calculated pro rata based on the number of months remaining of the 36 month Minimum Time Period required operation of the MassEVIP vehicle or charging station under Paragraph 7 of these Terms and Conditions, determined from the date of award recipient's failure to perform under the Agreement.

The enforceability rights set forth in this paragraph shall in no way be construed to limit either the Commonwealth of Massachusetts or MassDEP from pursuing any other legal or equitable remedy available under any applicable federal or state laws.

16. Public Concerns/False Claims

As a condition of acceptance of this equipment, the award recipient agrees to report to MassDEP any public concerns regarding the MassEVIP Program, and/or any credible evidence of the submission of any false claims under federal or state law by any person or entity associated with the MassEVIP Program, including but not limited to reporting to MassDEP in writing of any installation deficiencies, failures or operations concerns associated with the equipment.

17. Indemnification

The award recipient agrees to indemnify and hold harmless the Commonwealth of Massachusetts and MassDEP, and any of the officers, officials, contractors, employees or agents of the Commonwealth or MassDEP, from any and all liability, actions or claims, whether under federal or state law, associated with award recipient's failure to comply with the terms of the Agreement, and also agrees to provide indemnification from any costs incurred by the award recipient or its representatives in connection with the use, operation and maintenance of the equipment that is the subject of the Agreement.

18. Civil or Criminal Investigations/Proceedings

By entering into the Agreement with MassDEP, the award recipient certifies that, to the best of its knowledge, it has not been and is not currently the subject of any civil or criminal investigation or proceeding relating to the possible violation of any environmental statutes, rules, regulations, ordinances or laws, by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation or proceeding by any federal, state or local prosecuting or investigative agency.

19. Severability

If any term or provision of this Agreement is held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remainder of the terms and provisions of this Agreement shall not in any way be affected or impaired, and shall remain valid and enforceable to the fullest extent permitted by law.

20. Governing Law

The Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Massachusetts for all purposes, without regard to the Commonwealth's law on choice of law.

21. Execution Date

The "Execution Date" of the Agreement between MassDEP and Grantee is deemed to be the date on which the Agreement was signed by MassDEP.

**Attachment B**

**Massachusetts Electric Vehicle Incentive Program Application**

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**MassEVIP: Fleets Application**

APPLICANT INFORMATION: (\* Indicates Required Fields, and please print clearly)

Legal Name of Entity\*: TOWN OF WAYLAND ✓

Division within Entity applying for incentive: FACILITIES DEPT.

Principal Contact\*

Last Name: KEEFE

First Name: KENNETH "BEN" ✓

Title: PUBLIC BUILDINGS DIRECTOR

Email: bkeefe@wayland.ma.us ✓

Phone: 508-353-3696

Street Address: 41 COCHITUATE RD.

City: WAYLAND

State: MA

Zip Code: 01778

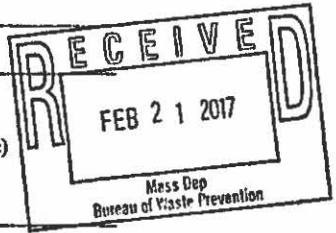
Mailing address (enter ONLY if it is different from contact address above)

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_



If a municipality, are you currently a Green Community as designated by the Massachusetts Green Communities Division? (Circle one)

YES     NO

Use the Table below to list the electric vehicle(s) your entity is considering for acquisition.\* Please attach quote.

Make/Model	Type (BEV, PHEV, or ZEM)	Dealer	Purchase/Lease
② NISSAN LEAFS	BEV	MILFORD NISSAN	PURCHASE
✓ FORD FUSION	PHEV	COLONIAL FORD	PURCHASE

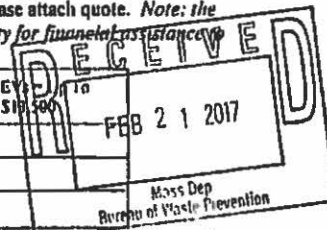
\*If requesting more than five vehicles, please use additional pages.

In the space provided below, please indicate how the vehicle will be used to increase the visibility of electric vehicles in the community.

The electric vehicles will be plugged into charging stations at the Wayland Town Building so that residents coming to do town business will see the cars plugged in.  
 They will be part of a town motor pool that includes assessors, surveyors, building dept inspectors, board of health and facilities, entering most of the town daily.  
 They will be showcased at Earth Day events around town.

If planning on acquiring one or more battery electric vehicles (fully battery operated), your entity is eligible to apply for assistance to acquire and install a Level 2 dual-head charging station. Do you wish to apply for assistance to acquire and install a Level 2 dual-head charging station? If yes, use the Table below to provide information for the requested charging station. Please attach quote. Note: the acquisition of hybrid plug-in electric vehicles only does not qualify an entity for financial assistance to install a Level 2 dual-head charging station.

Circle Appropriate Amount:	1-2 BEV = Up To \$7,500	3-4 BEVs = Up To \$10,500	5+ BEVs = Up To \$15,500
Make/Model:	CHARGEPOINT CT 4021		
Vendor:	VOITREK		
Proposed Location Address:	41 COGITATE RD., WAYLAND		



\* Please note charging station funding is associated with the number of battery electric vehicles acquired. If the number of vehicles changes after an award has been made, the award for the charging station will change accordingly.

Signature of Representative: [Signature]

Date: 2-21-2017

This form should be returned to MassDEP at the address below or via email to [sejal.shah@state.ma.us](mailto:sejal.shah@state.ma.us):

Ms. Sejal P. Shah  
 Environmental Analyst, MassEVIP  
 One Winter Street, 6<sup>th</sup> Floor  
 Boston, MA 02108

**Attachment C**

**Statement of Support for the Deployment of Electric Vehicles**

# We Support the Deployment of Electric Vehicles

*Please sign onto the statement below to express your organization's support for the deployment of electric vehicles in the northeastern United States.*

The Northeast Electric Vehicle Network – a project of the states participating in the Transportation and Climate Initiative – seeks to eliminate barriers to the deployment of electric vehicles and maximize the economic and environmental benefits that will be generated by the mass-market arrival of plug-in cars and trucks.

\_\_\_\_\_ supports these important goals,  
Name of Organization  
and is ready to work with the Northeast Electric Vehicle Network to facilitate the deployment of electric vehicles in the northeastern United States.<sup>1</sup>

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The Northeast Electric Vehicle Network is a project of participating Transportation and Climate Initiative (TCI) jurisdictions, including Connecticut, the District of Columbia, Delaware, Massachusetts, Maryland, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and communities in Maine.*



To learn more about the TCI please go to <http://www.transportationandclimate.org>

Email this statement of support to TCI facilitator Matthew Goetz at [goetz@law.georgetown.edu](mailto:goetz@law.georgetown.edu).

<sup>1</sup> Support for the deployment of electric vehicles or the Northeast Electric Vehicle Network by private entities will not give, grant, bestow, or otherwise confer any special benefits from participating jurisdictions and state agencies to the private entity. Signing the statement of support also does not constitute a legally binding commitment on behalf of any private entity.





## Electric Vehicle Guidance Documents For Communities in the Northeast and Mid-Atlantic

December 2012

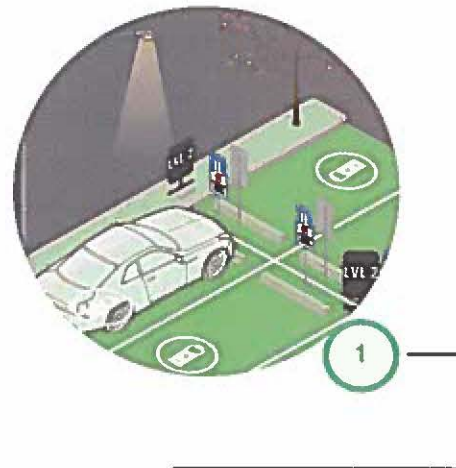
*In October 2011, the Transportation and Climate Initiative (TCI), a collaboration of state transportation, energy, and environmental agencies in the Northeast, launched a Northeast Electric Vehicle Network and agreed to coordinate on electric vehicle (EV) infrastructure planning and deployment. TCI, in partnership with the New York State Energy Research and Development Authority (NYSERDA) and 16 of the region's Clean Cities Coalitions, received a nearly \$1 million Department of Energy Electric Vehicle Planning grant to support early planning activities for the Network.*

Under the grant, five "EV guidance documents" are being developed to help policy makers, municipal planners, and others in making their businesses or communities EV-ready. The guidance documents are being developed by Energetics Incorporated, an engineering and management consulting firm, and WXY Architecture + Urban Design, an urban design planning firm, and are expected to be available this fall.

### EV Guidance Documents: Summary

***Siting and Design Guidelines for Electric Vehicle Supply Equipment.*** These guidelines identify key siting and design issues that are relevant to local governments, developers, homeowners, businesses, utility providers, and other organizations. The guidelines provide an overview of elements of site selection and design and installation scenarios, including considerations for commercial lots, multi-family residences, on-street charging, service station models, and fleets.

*For additional guidance on siting EV charging stations, please refer to NYSERDA's "Site Design for Electric Vehicle Charging Stations," which can be downloaded at [www.sustainabletransportationstrategies.com](http://www.sustainabletransportationstrategies.com).*



COMMERCIAL LOT

***Assessment of Current EVSE and EV Deployment.*** The deployment assessment provides a region-wide look at EV and electric vehicle supply equipment (EVSE) deployment in the Northeast. The report highlights trends in EV ownership and EVSE locations, offers recommendations to maximize the impact of EVSE installations, and offers recommendations for further areas of study. The report finds that EV owners in the TCI region are typically younger, more educated, wealthier, and live in rural or suburban areas surrounding metro centers. Moreover, the assessment shows that a significant portion of the

region's EVSE is located at EV dealerships, and that new EVSE should be located as destinations that are within driving distance of EV communities.

***EVSE Cluster Analysis.*** The Cluster Analysis proposes nine land use "clusters" that represent strong areas of current and potential EVSE deployment. The clusters were chosen based on the behavior of the typical user, the site's operations, external influences like geography and demographics, and the ability of a cluster to provide benefits to the EVSE host and wider public. The analysis also uses case studies to demonstrate how the clusters can effectively support EV use.

***EV-Ready Codes for the Built Environment.*** This document provides an overview of building and electrical codes and their relation to EVs, highlights best practices from around the country, and makes recommendations for jurisdictions in the Northeast and Mid-Atlantic. The report draws several conclusions:

- Existing codes do not present a significant barrier to electric vehicle supply equipment (EVSE) deployment, but there is room within the codes to more clearly encourage EV-readiness.
- Codes can achieve EV-readiness and regional cohesion. For example, a coordinated effort to specify requirements for certain features in new construction and provide for new permitting or inspection protocols can help to streamline EV codes across the region.
- Adopting EV-friendly codes that encourage EVSE deployment can promote economic development in the region.
- Codes can create a high-level planning framework while retaining flexibility at the local level. For example, states can adopt code appendices containing EV-friendly provisions that can be adopted at the local level.
- Adopting EV-friendly codes should be part of a collaboration between partners to create a comprehensive EVSE deployment strategy.

***Creating EV-Ready Towns and Cities: A Guide to Planning and Policy Tools.*** This report provides guidance to practitioners at all levels of state and local governments wishing to take action to implement EVSE deployment in their jurisdictions. It provides discussion and guidance regarding the steps to create, administer, and amend planning processes, rules, and regulations, and explores the potential for jurisdictions to encourage EV charging station installation and use. Tools to promote EV-friendly zoning regulations, parking ordinances, building codes, permitting practices, and partnership and procurement are explored, and examples of streamlined approaches are provided.

The Northeast Electric Vehicle Networks' EV Guidance Documents can be downloaded from [www.northeastevs.org](http://www.northeastevs.org).

Or contact Georgetown Climate Center's EV Program Coordinator, Matthew Goetz, at [goetz@georgetown.edu](mailto:goetz@georgetown.edu), or 202.661.6674.



Attachment D

Parking Signage Templates

