

**PACKET**

**JULY 31**

**2017**

---



# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON  
MARY M. ANTES  
LOUIS M. JURIST  
CHERRY C. KARLSON  
DOUGLAS A. LEVINE

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

## BOARD OF SELECTMEN

**Monday, July 31, 2017**

**7:00 p.m.**

**Wayland Town Building  
Selectmen's Meeting Room  
41 Cochituate Road Wayland**

### Proposed Agenda

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

- 7:00 pm 1.) Call to Order by Chair
- Review Agenda for the Public; Announcements
- 7:02 pm 2.) Public Comment
- 7:10 pm 3.) Liquor Licenses: Vote to Approve Change of Manager:
- 110 Grill
- 7:20 pm 4.) Interview and Potential Vote to Appoint to Boards and Committees
1. Cultural Council (one 1-year vacancy, one 2-year vacancy, one 3-year vacancy)
    - Kathy Trogolo
- 7:30 pm 5.) Vote to Approve Agreement with the Weston School Committee to Transport Students to Minuteman
- 7:40 pm 6.) Presentation of MassWorks Grant by Town Planner; Vote to Approve Submission of Application
- 8:00 pm 7.) Discuss River's Edge Advisory Committee/Project Management Responsibilities
- 8:15 pm 8.) Town Administrator Evaluation – Receive Board Responses
- 8:25 pm 9.) Minutes: No Minutes were Ready for Approval
- 8:30 pm 10.) Consent Calendar: Review and Vote to Approve (See Separate Sheet)
- 8:35 pm 11.) Review Correspondence (See Separate Index Sheet)
- 8:45 pm 12.) Report of the Town Administrator
1. Correspondence
  2. Cell Tower
  3. Request for Funding for Historic Preservation on Rail Trail
  4. FY19 Budget Process
  5. ClearGov

**BOARD OF SELECTMEN**

**Monday, July 31, 2017**

**7:00 p.m.**

**Wayland Town Building**

**Selectmen's Meeting Room**

**41 Cochituate Road Wayland**

**Proposed Agenda Page Two**

8:55 pm 13.) Selectmen's Reports and Concerns

9:00 pm 14.) Topics Not Reasonably Anticipated by the Chair 48 Hours in Advance of the Meeting, If Any

9:05 pm 15.) Adjourn

## **(3) 110 GRILL MANAGER**

**DATE:** JULY 28, 2017  
**TO:** BOARD OF SELECTMEN  
**RE:** 110 GRILL CHANGE OF MANAGER

---

Attached is the Change of Manager application from the 110 Grill and the results of the background check from Police Chief Robert Irving.

**MOTION:**

MOVE TO APPROVE THE CHANGE OF MANAGER APPLICATION FOR THE 110 GRILL CW  
WAYLAND LLC dba 110 GRILL

---



# 110 Grill



RECEIVED

JUL 21 2017

Board of Selectmen  
Town of Wayland

10:00 AM

July 10, 2017

MaryAnn DiNapoli  
Town of Wayland  
Office of the Board of Selectman  
41 Cochituate road  
Wayland, MA 01778

RE: 110 Grill CW Wayland LLC Application for a change of manager for a restaurant all alcohol liquor license – 171 Commonwealth Road.

Dear Members of the Board of Selectman,

Attached please find the 110 Grill CW Wayland LLC's (the "Applicant") application for a request for a change of manager.

If there are any questions or comments regarding the attached, please do not hesitate to contact me at either (978) 692.9450 or at [keriksen@raventures.net](mailto:keriksen@raventures.net).

Thank you for your attention to this matter.

Sincerely  
110 Grill CW Wayland LLC

Kevin Eriksen



# WAYLAND POLICE DEPARTMENT

WAYLAND, MASSACHUSETTS 01778



## Memorandum

ROBERT IRVING  
CHIEF OF POLICE

7/25/2017

**To: MaryAnn DiNapoli**

**From: Robert Irving, Chief of Police**

A handwritten signature in blue ink, appearing to be "R. Irving".

**Subject: Background Check – Christine Barone, 110 Grill**

---

A background check was conducted on Christine Barone in regards to the change of manager application submitted by the 110 Grill Restaurant.

I will meet with Ms. Barone discuss her responsibilities as a manager. She will be given a copy of the Rules and Regulations concerning the Provision and Consumption of Alcoholic Beverages and I will explain the compliance policy of the town.

I recommend Ms. Barone for approval as a new manager of the 110 Grill Restaurant.



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

00032-RS-1340  
ABCC License Number

WAYLAND  
City/Town

July 21, 2017  
Date Filed with LLA

**TRANSACTION TYPE (Please check all relevant transactions):**

<input type="checkbox"/> New License	<input type="checkbox"/> Change Corporate Name	<input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)	<input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC)
<input type="checkbox"/> Transfer of License	<input type="checkbox"/> Change of DBA	<input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)	<input type="checkbox"/> Change of Hours
<input checked="" type="checkbox"/> Change of Manager	<input type="checkbox"/> Alteration of Licensed Premises	<input type="checkbox"/> Change of License Type (i.e. club / restaurant)	<input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder
<input type="checkbox"/> Change of Beneficial Interest	<input type="checkbox"/> Change of Location	<input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt)	<input type="checkbox"/> Management/Operating Agreement

**APPLICANT INFORMATION**

Name of Licensee: 110 Grill CW Wayland LLC D/B/A: 110 Grill

ADDRESS: 171 Commonwealth Avenue CITY/TOWN: Wayland STATE: MA ZIP CODE: 01778

Manager: Doug McLean (Current); Christine Barone (Proposed)

Granted under Special Legislation? Yes  No

If Yes, Chapter \_\_\_\_\_ of the Acts of (year) \_\_\_\_\_

\$12 Restaurant (Type) Annual (Class) All Alcoholic Beverages (Category)

(i.e. restaurant, package store) (Annual or Seasonal) (i.e. Wines and Malts / All Alcohol)

**LOCAL LICENSING AUTHORITY DECISION**

Please indicate the decision of the Local Licensing Authority: Approves this Application

Please indicate what days and hours the licensee will sell alcohol: Mon-Sat, 8:00 am-12:00 midnight, Sunday 10:00 am-12:00 midnight

If **Approving With Modifications**, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol):

<b>Changes to the Premises Description</b>	Indoor Area Total Square Footage	<input type="text"/>	<table border="1"> <thead> <tr> <th>Floor Number</th> <th>Square Footage</th> <th>Number of Rooms</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Floor Number	Square Footage	Number of Rooms									
Floor Number	Square Footage	Number of Rooms													
Patio/Deck/Outdoor Area Total Square Footage	Number of Entrances	<input type="text"/>													
Seating Capacity	Number of Exits	<input type="text"/>													

Abutters Notified: Yes  No

Date of Abutter Notification: Not Applicable

Date of Advertisement: Not Applicable

Please add any additional remarks or conditions here: Requested a Change of Manager from Doug McLean to Christine Barone

Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

July 31 2017  
Date APPROVED by LLA



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
*239 Causeway Street*  
*Boston, MA 02114*  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**AMENDMENT APPLICATION FOR A CHANGE OF MANAGER**

Below you will find a step-by-step explanation of the change of manager amendment application process. **Please read this entire page before you apply for an amendment to your license as it provides critical information on the approval process.**

The ABCC urges you to reach out to the Local Licensing Authority (“LLA”) in the city or town in which you are applying for a change of manager amendment to your license **before applying**. While state law requires you to submit certain documents, your LLA may have other documents and/or fees required of you before it will consider your application, and failure to contact them before you apply for a change of manager amendment to your license may delay the consideration of your application.

The granting of a retail license amendment involves a three-step process under M.G.L. c. 138, §§ 15A & 16B:

1. Step One is the granting of an amendment application by the LLA;
2. Step Two is approval by the ABCC;
3. Step Three is the issuance of the amended retail license by the LLA.

Each step has certain legal requirements:

**Step One.** In Step One, when you submit your application with the LLA, the LLA is required by law to note the date and hour your application is filed with it. The LLA must act on an application within 30 days of it being filed.

If the LLA grants the license, the application shall be forwarded to the ABCC no later than 3 days following such approval.

**Step Two.** In Step Two, when the ABCC receives an amendment application that has been approved by the LLA, an investigator will be assigned. The investigator will investigate the proposed manager, examining any criminal background and fitness of character. Parties to an amendment application must respond promptly to investigators’ inquiries. **Failure to do so will result in a delay of the approval and may result in a denial of the amendment application.**

**Step Three.** Once the LLA receives the ABCC’s approval of an amendment application, it must issue the amended license within 7 days.





The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/ahcc](http://www.mass.gov/ahcc)

**AMENDMENT APPLICATION FOR A CHANGE OF MANAGER**

*Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.*

<b>1. NAME OF LICENSEE</b> (Business Contact)	110 Grill CW Wayland LLC
ABCC License Number	City/Town of Licensee

**2. APPLICATION CONTACT**  
The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Kevin Middle: S Last Name: Eriksen  
Title: Attorney Primary Phone: 781-692-...  
Email: keriksen@raventures.net

**3. BUSINESS CONTACT**  
Please complete this section ONLY if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name:   
Primary Phone: Fax Number:   
Alternative Phone: Email:

**Business Address (Corporate Headquarters)**

Street Number: Street Name:   
City/Town: State:   
Zip Code: Country:

**Mailing Address**  Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:   
City/Town: State:   
Zip Code: Country:



*The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)*

**AMENDMENT APPLICATION FOR A CHANGE OF MANAGER**

**The following documentation is required as a part of your retail license application.**

*ABCC investigators reserve the right to request additional documents as a part of their investigation.*

- Monetary Transmittal Form** with \$200 fee  
You can **PAY ONLINE** or include a \$200 check made out to the ABCC
- Change of Manager Amendment Application (this packet)
- CORI Authorization Form  
For the manager of record AND any individual with direct or indirect interest in the proposed licensee. **This form must be notarized with a stamp\***
- Proof of Citizenship for proposed manager of record  
Passport, US Birth Certificate, Naturalization Papers, Voter Registration
- Vote of the Corporate Board  
A corporate vote appointing the manager of record, signed by an authorized signatory for the proposed licensed entity
- Additional Documents Required by the Local Licensing Authority

## APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

### 4. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation  First Name  Middle Name  Last Name  Suffix

Social Security Number  Date of Birth

Primary Phone:  Email:

Mobile Phone:  Place of Employment

Alternative Phone:  Fax Number

### Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen?  Yes  No

Do you have direct, indirect, or financial interest in this license?  Yes  No

Have you ever been convicted of a state, federal, or military crime?  Yes  No  
*If yes, attach an affidavit that lists your convictions with an explanation for each*

If yes, percentage of interest

Have you ever been Manager of Record of a license to sell alcoholic beverages?  Yes  No

If yes, please list the licenses for which you are the current or proposed manager:

If yes, please indicate type of Interest (check all that apply):

<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Director
<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord
<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing
<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other

Please indicate how many hours per week you intend to be on the licensed premises

### Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
Feb 2017 - Present	GM	110 Grill	4 Lan Drive, Westford, MA 01886	978.496.1867
2007 - Dec 2016	GM	Pizzeria Unos		

### Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

**APPLICANT'S STATEMENT**

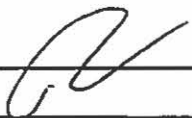
I, Robert A. Walker the:  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
Authorized Signatory

of 110 Grill CW Wayland LLC, hereby submit this application for Change of manager/change of hours  
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: 

Date: 01/23/2017

Title: Manager of 110 Grill Management LLC



**110 GRILL CW WAYLAND LLC  
JOINT MEETING OF THE MEMBERS AND MANAGERS**

A Joint Meeting of the Members and Managers of 110 Grill CW Wayland LLC was held by consent on July 10, 2017 at 4:00 pm.

Present: Robert A. Walker, Manager  
110 Grill Management LLC

Upon motion duly made and seconded, all members 110 Grill CW Wayland LLC voted it as follows:

VOTED: To appoint Christine Barone as Manager of Record, replacing Doug McLean as Manager of Record, of the 110 Grill restaurant located at 171 Commonwealth Road, Wayland, MA 01778.

VOTED:

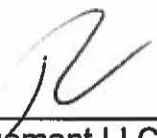
There being no further business to come before the Member and Manager, upon a motion duly made and seconded, it was unanimously

VOTED: To adjourn

Adjourned accordingly at 4:15 pm.

A true record.

ATTEST:   
Robert A. Walker, Manager of 110 Grill CW Wayland LLC

  
110 Grill Management LLC, Member  
Robert A. Walker, Manager

## **(4) APPOINTMENT TO CULTURAL COUNCIL**

**DATE: JULY 28, 2017**

**TO: BOARD OF SELECTMEN**

**RE: APPOINTMENT TO THE CULTURAL COUNCIL**

---

**VOTE: TO APPOINT KATHY TROGOLO TO THE CULTURAL COUNCIL, EFFECTIVE IMMEDIATELY, FOR A \_\_\_\_\_-YEAR TERM TO EXPIRE ON JUNE 30, \_\_\_\_\_.**

Kathy Trogolo has expressed interest in serving on the Cultural Council. Her letter of interest is attached. She is highly recommended by the current Chair Kara Brewton, and the former Chair Jon Saxton, who worked actively to recruit her. She has already attended meetings and was an active participant in the recent Cultural Council survey project.

There are three vacancies on the Cultural Council:

A one-year term to expire on June 30, 2018

A two-year term to expire on June 30, 2019

A three-year term to expire on June 30, 2020

All three vacancies have been posted and advertised for the required time period.

---

June 1, 2017

Jonathan Saxton, Chair  
Wayland Cultural Council  
41 Cochituate Road  
Wayland, MA 01778

Dear Jonathan,

I am writing to submit myself as a candidate for the Wayland Cultural Council vacancy. As a long-time member of the arts community in Wayland and beyond, I am eager to share my experience and support of culture in my own community.

As a Wayland native, I grew up benefiting from the excellent music, art, and theater opportunities offered to me throughout my educational career in the Wayland Public Schools. As a student of Allen Barker's piano studio, I was also involved in many performance opportunities in town, including many years of providing technical support for the Wayland Little Theatre Concert Series. As a student representative to CAPA, I was heavily involved in supporting and planning Wayland's cultural endeavors.

After graduation, I continued my participation in choral ensembles both as a performer and as a volunteer and officer. From my days as a student leader in the Cornell University Chorus, to my work as an officer of the Neponset Choral Society, to continued work as an alumnae leader and mentor for the Cornell ensemble, I have stayed involved in the fundraising, operations, and commissioning and recording projects of arts organizations that have a strong presence in their communities. Having benefited from the connection and artistic experiences in these groups, I know how important it is to promote them, support them, and secure funding for their ongoing health and accessibility.

Since moving back to Wayland as a parent, I have seen an even more potential for cultural development, including new community groups, events, and venues. I wish to give back to the community that gave me so much by helping the Wayland Cultural Council in its mission to support and promote the cultural projects of Wayland.

Respectfully submitted,



Kathryn Heppner Trogolo  
14 Lake Road, Wayland, MA

email: ktrogolo@gmail.com

## (5) WESTON AGREEMENT - MINUTEMAN

DATE: July 31, 2017  
TO: BOARD OF SELECTMEN  
FROM: Susan Botta, School Business Administrator  
RE: Agreement with Weston Public Schools for Student Transportation to Minuteman Regional Vocational Technical School

### REQUESTED ACTION:

Town may, by vote of the Board of Selectmen, authorize the agreement with Weston Public Schools for transportation services for Wayland residents enrolled in Minuteman Technical Regional Vocational School during the 2017-2018 school year.

### BACKGROUND

The former Superintendent of Schools, Dr. Paul Stein, asked me to coordinate transportation services on behalf of the Town of Wayland for ten students residing in Wayland and enrolled in the Minuteman Technical Regional Vocational School in Lexington during the 2017-2018 school year. As a non-member community beginning in 2017-2018, Minuteman Tech will no longer provide transportation services for Wayland residents who are enrolled. Instead, the Town of Wayland must arrange for those services independently of Minuteman Tech.

Also beginning in 2017 to 2018, the Town of Weston became a non-member of Minuteman Technical Regional Vocation School. Weston and Wayland reached out to each other to discuss ways in which the communities might share transportation services since Weston owns their own buses and employs their own drivers.

In addition to Weston Public Schools, price quotes were solicited for transportation services from three other organizations:

- VanPool – price quote was \$175 per van, two vans per day required (each van holds maximum of 8 students) , total cost \$350 per day x 180 school days per year = \$63,000
  - First Student – no bus available in fleet, would have to lease a brand new bus which, price quote could not be determined until new bus could be leased, which would not be until December 2017, at this time it was projected by the First Student Regional Manager that the cost would "far exceed" \$24,000.
  - Minuteman Technical Regional Vocational School - no quote, the decision was made to not contract with non-member communities for transportation services.
-



Please find attached the Minuteman Agreement for transportation between Weston Public Schools and the Town of Wayland for your review and approval. Please note the following points about the agreement:

- The agreement is between the Town of Wayland and Weston Public Schools.
- The total annual payment is made in three equal installments to the Town of Weston (December 1, 2017; March 1, 2018; and June 1, 2018)
- Payment is calculated based on the actual cost of the bus for 2017-2018, which is \$33,643.47, and 14 riders. At this time, 10 of the 14 riders are a Wayland resident which calculates to a total of \$2,403.10 per student, or an annual cost of \$24,031. The maximum charge to Wayland will be capped at \$2,600 so that if the number of riders for Wayland should decrease during the year we won't be charged at a significantly higher rate.
- Once the agreement is approved by BOS, registration forms will be collected from families and a confirmation of the number of riders will be submitted to Weston and the Town of Wayland by August 18 to finalize services and billing.
- The Town of Wayland's Legal Counsel has reviewed the agreement and recommendations have been incorporated.

Reimbursement for Town funds expended on regional vocational transportation will be pursued.

---

**TRANSPORTATION AGREEMENT  
WESTON PUBLIC SCHOOLS AND TOWN OF WAYLAND**

This Transportation Agreement (“Agreement”) is entered into and between the Town of Wayland (“Wayland”) and the Weston Public Schools (“Weston”) (collectively, “the Parties.”). As the term is used herein, “Weston” shall include the Weston School Committee, the Town of Weston, and all its employees and representatives.

Whereas, Town of Wayland students are not students in the Weston Public Schools;

Whereas, Town of Wayland desires to have Weston provide certain transportation services to Wayland resident students between the Town of Wayland and Minuteman Vocational School in Lexington, Massachusetts;

Whereas, Weston has no legal obligation to provide transportation services to Town of Wayland students;

Now, therefore, the Parties hereby agree to the following terms:

1. Weston agrees to provide transportation to students residing in the Town of Wayland who are enrolled in Minuteman Vocational School to and from the Town of Wayland and the Minuteman Vocational School only on days that the Minuteman Vocational School is in session, provided a parent or legal guardian of a Wayland resident student enrolled in Minuteman Vocational School seeking transportation pursuant to this Agreement signs Weston’s waiver and release form.
2. The Town of Wayland and the Town of Weston shall each provide a certificate of insurance listing the other town as an additionally insured party for at least \$1,000,000 per occurrence; \$3,000,000 general aggregate; and \$2,000,000 minimum umbrella/excess;
3. The Town of Wayland agrees to defend, indemnify, and hold harmless Weston from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including costs and reasonable attorneys’ fees, made by any student who is a resident of the Town of Wayland and/or his/her parent or legal guardian arising in whole or in part from the acts, errors, mistakes, omissions, or work in connection with the transportation services provided pursuant to this Agreement. The Town of Weston agrees to defend, indemnify, and hold harmless the Town of Wayland from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including costs and reasonable attorneys’ fees, made by any student who is a resident of the Town of Weston and/or his/her parent or legal guardian arising in whole or in part from the acts, errors, mistakes, omissions, or work in connection with the transportation services provided pursuant to this Agreement. By entering into this Agreement neither the Town of Wayland nor the Town of Weston has waived any governmental immunity or limitation of damages which may otherwise be extended to them by operation of law. Nothing in this Agreement shall make the Town of Wayland a party of any kind to the contract between Weston and its vendor and the parties expressly disavow any such status of the Town of Wayland.;
4. Payment from the Town of Wayland to the Town of Weston for these transportation services is based on actual expenses of operating the bus [\$33,643.47 = total cost] multiplied by the percent of students transported, and not to exceed \$2,600 per student, based on the number of

students confirmed for transportation as of August 18, 2017. Payment is due in three equal payments (December 1, 2017; March 1, 2018; and June 1, 2018);

5. Weston reserves the right to terminate these transportation services at any time, upon thirty calendar days (30) written notice to Town of Wayland; and

6. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and may be amended or modified only in writing executed by the Parties. Should any provision be declared by any court to be invalid, the validity of the remaining provisions shall not be affected, and the invalid provision(s) shall be deemed not a part of this Agreement. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party.

For the Town of Wayland:

For the Weston Public Schools:

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[print name]

\_\_\_\_\_  
[print name]

\_\_\_\_\_  
[print title]

\_\_\_\_\_  
[print title]

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[print name]

\_\_\_\_\_  
[print name]

\_\_\_\_\_  
[print title]

\_\_\_\_\_  
[print title]

Dated: July , 2017

Dated: July , 2017

## (6) MASSWORKS GRANT

### MThe Wayland Center Water Main Improvement Project

**The Request.** The Town of Wayland is requesting \$2,400,000 dollars from Mass Works to assist with the extension and upgrade of the water main in the center of town, to provide potable water for the River's Edge Affordable Housing Project and reliable water to the center of town.

**The River's Edge Affordable Housing Project.** Wayland's 2012 Annual Town Meeting appropriated CPA and Town Funds (total \$360,000) which the Economic Development Committee (EDC) completed the core due diligence exercises of environmental review and market study. Wayland's 2014 Annual Town Meeting approved a zoning overlay district on 8 acres of Town-owned land at 489-490 Boston Post Road to define the scope and nature of the River's Edge development, 190 units of affordable and market-rate rental housing units. The 2014 Annual Town Meeting also voted to convey, sell, or lease said land for affordable housing. The River's Edge Housing Overlay District is a by-right development and expedited permit process, due to be completed by [REDACTED]. It will nearly satisfy Wayland's 10% affordable housing goal. [Note that at 24 units per acre, the density of River's Edge far exceeds the Mass Works minimum requirement of four units per acre].

**The Wayland Center Water Main Improvement Project.** The water extension and upgrade project includes the replacement of approximately 4,500 linear feet of 6 and 8 inch cast iron water main. The existing water mains are nearly 100 year old, have reached the end of their useful lives, and are experiencing failures. The two existing mains will be replaced with a new single 12-inch ductile iron pipe. The upgraded pipe will be extended approximately 3,500 linear feet to the River's Edge Affordable Housing site. Due to wetlands and extensive existing infrastructure, the water main project is technically complex and will require considerable permitting efforts, coordination with MassDOT for traffic management and trench control, and trenchless technology where the main will cross under the Sudbury River. The new water main is anticipated to be coordinated with follow-up work by the MassDOT to resurface the roadway within the entire limits of the water main installation. Timing of this water main improvement and extension project is critical, as the work must be coordinated with MassDOT's pending plans to resurface the roadway and the pending construction of River's Edge.

**The Town of Wayland will be faced with the following costs associated with the River's Edge Project:**

<b>Total water main construction including design</b>	<b>\$ 3,286,500</b>
<b>Demolition of the Wayland/Sudbury Treatment Plant</b>	<b>\$ 500,000</b>
<b>Provide new DPW lay down area</b>	<b>\$ 250,000</b>
<b>DPW annual increase for material storage</b>	<b>\$ 90,000</b>
<b>Relocation of School Bus Parking Off Site per year</b>	<b>\$ 190,000</b>
<b>Extend Mass Central Rail Trail</b>	<b>\$ 500,000</b>
<b>Environmental Clean-up???</b>	<b>\$</b>
<b>Total Town of Wayland costs</b>	<b>\$ 4,816,500</b>

**More Detail on the River's Edge Affordable Housing Project.** Over the past five years, the Town of Wayland has worked on planning for the River's Edge site, completing tasks such as wetlands review; site layout; design of parking, septic, utilities, and traffic; building massing; and design guidelines for the project. Professional studies were completed to review traffic impacts and tax revenue and financial impacts. Outreach and input from Wayland groups and interested residents covered a wide range of public concerns, including but not limited to senior housing, affordable housing, design guidelines, zoning,



environmental impacts and protecting the Sudbury River. The Economic Development Committee helped shape a project on the following principles that supports the town's financial and housing goals, minimizes adverse impacts, fits with the character of Wayland and the site, and will be an pleasant for the residents of River's Edge and the rest of Wayland. The Town of Wayland also an independent Committee called the River's Edge Advisory Committee to review the Request for Proposals and advise the Board of Selectmen.

**Land Agreement? Signed?**

Key criteria and principles for the zoning and design include:

- Maintain units as affordable for Wayland's 10% requirement: River's Edge must always remain rental (i.e. units cannot be sold as condominiums in the future) and 25% must remain affordable in perpetuity, so that the units are a permanent part of Wayland's affordable unit count.
- Create cost-effective market-rate rental housing: Wayland does not have this type of housing.
- Create an attractive "west entrance" to Wayland: A current eyesore will be redeveloped into an attractive western gateway to the Town of Wayland. Design Guidelines will help shape setbacks, landscaping, graduated building heights, and articulated rooflines and facades which lead to good design (and as noted above, the height closest to Route 20 has been reduced from three stories to two). The project will be accessed from the transfer station access road, and the shared entrance shall be upgraded in terms of landscaping and appearance.
- Create an attractive project compatible with the natural setting: The site is surrounded by natural river basin, wetlands and woods (and of course the Sudbury Transfer Station, but this is a small portion of the overall surroundings). The project will fit into its natural surroundings with its choice of materials, colors, façade variations, as well as generous, indigenous landscaping to soften parking and roadway areas. Views from the Sudbury River shall be taken into account to minimize visual impact.
- Make the property an attractive and inviting place to live: Design goals include, for example:
  - A sense of destination for the buildings on site;
  - Inviting entrances;
  - Walking paths among the buildings and/or at the perimeter;
  - Buildings linked with covered walkways when possible to allow access to shared facilities even in inclement weather;
  - Public and private outdoor spaces;
  - Appealing common amenities;
  - Access to local transit (MWRTA) and, potentially, a shuttle bus to Town Center;
  - Access to the Mass Central Rail trail

A wide range of highly qualified engineers and specialists assisted the Town of Wayland in evaluating and planning for the site:

- |                              |   |
|------------------------------|---|
| ● Site Planning              | Tata & Howard                               |
| ● Planning/Architecture      | The Architectural Team                      |
| ● Phase I & II Environmental | Tighe & Bond                                |
| ● Wetlands                   | Peter C. Fletcher, Soils Scientist          |
| ● Wastewater, Stormwater     | Beals & Thomas                              |
| ● Traffic                    | TEC, Inc.                                   |
| ● Market Study               | Byrne McKinney & Associates                 |
| ● Tax Revenue Analysis       | Connery Associates                          |
| ● Wireless                   | IDK Communications                          |
| ● Financial Peer Review      | Edward H. Marchant, EHM/Real Estate Advisor |

- Fougere Planning & Development

All reports and analyses are available on the EDC webpage on the Town of Wayland website:



## BOARD OF PUBLIC WORKS

TOWN OF WAYLAND

66 River Road, Wayland, Massachusetts 01778-2697

(508) 358-3672 • FAX (508) 358-4082

Woody Baston, Chair

Michael Lowery, Vice Chair

Thomas Abdella

Jonathan Mishara

Michael Wegerbauer

July 27, 2017

MassWorks Infrastructure Program  
Executive Office of Housing & Economic Development  
One Ashburton Place, Room 2101  
Boston, MA 02108

**Re: Support of Planning Board's Application for MassWorks Grant**

To Whom it May Concern:

During its July 12, 2017 meeting, the Board of Public Works voted unanimously to offer its full endorsement and support to the Planning Board as well as Town Planner, Sarkis Sarkisian, in pursuit of a MassWorks Grant to provide funding for the replacement and installation of a water main in Boston Post Road in Wayland.

The Town is working diligently in its continued provision of reliable services to existing and expanded residential and commercial users and as such, are greatly appreciative of financial assistance opportunities that will lead to achieving this necessary goal.

We are grateful for your consideration.

Sincerely,

Woody Baston

Chair, Board of Public Works

Copy: Wayland - Town Administrator  
Board of Public Works  
Planning Board  
Department of Public Works

## (7) RIVER'S EDGE

DATE: JULY 31, 2017  
TO: BOARD OF SELECTMEN  
FROM: NAN BALMER, TOWN ADMINISTRATOR  
RE: RIVER'S EDGE PROJECT

### REQUESTED ACTION:

Review the REAC charge and ask the Committee to meet to recommend how the town will manage the project through closing.

### BACKGROUND:

Below is the current membership and charge for the River's Edge Advisory Committee. The Town Engineer and Town Administrator are available to meet with the advisory committee members to plan next steps. There is no project budget at this time.

Name	Title	Representing
	Member	Member at Large
Rob Morrison	Member	Member at Large
Mike Ellenbogen	Member	Board of Selectmen
William Steinberg	Member	Finance Committee
Michael Wegerbauer	Member	Board of Public Works
Christine DiBona	Member	Housing Partnership
Dan Hill	Member	Planning Board
William Sterling	Member	Council on Aging
Rebecca Stanizzi	Member	Economic Development Committee

On May 19, 2014, the Board of Selectmen established a River's Edge Advisory Committee (REAC) as a temporary advisory committee to review bids received by the Town of Wayland as a result of a public Request for Proposals (RFP) bid process for the River's Edge site (484-490 Boston Post Road), and to advise the Board of Selectmen with a recommendation(s) for the best bid(s) for the Town of Wayland.

By a vote of Town Meeting, the Committee shall be comprised of nine (9) voting members appointed by and serving at the pleasure of the Board of Selectmen, with seven (7) appointees to be members of and designated (one each) by the following committees and boards:



- Board of Selectmen
- Finance Committee
- Board of Public Works
- Wayland Housing Partnership or the Wayland Housing Authority
- Planning Board or Design Review Board
- Council on Aging
- Economic Development Committee

and two (2) citizens of the Town for at large positions. All terms will expire upon the final disposition of said land by sale, lease or otherwise.

If you are interested in volunteering for this committee, more information is available [here](#).

The Board of Selectmen requests that the recommending Boards designating members with professional expertise or Town experience in real estate financing or development, market and/or affordable rental housing, architectural design, land use planning or engineering, senior housing issues, real estate or environmental law or other related fields. Similarly, residents with professional or Town experience in these fields are encouraged to apply for consideration to be appointed as citizens at large.

The purpose of the Committee is to provide the Board of Selectmen with a recommendation on the River's Edge project bids prior to disposition of said parcels. Responsibilities to assist in the preparation of the RFP include, but are not limited to

- Review all relevant bid documents so as to be fully aware of bid requirements and site conditions for the River's Edge site,
- Tour recent local rental housing developments,
- Work with Town resources and consultants to assist in development of an RFP consistent with state Town goals and with appropriate bid review criteria,
- If desired by Board of Selectmen, determine a selection criteria point system, or other quantitative and/or qualitative evaluation system, for inclusion in the Request for Proposals,
- Participate in public bid meetings, and
- Submit RFP to the Board of Selectmen for review and issuance.

Once bids are received, the Committee's responsibilities include, but are not limited to

- Analyze and review all bids thoroughly to confirm compliance with bid requirements,
- Work with Town resources (e.g. Town Counsel, Economic Development Committee, Public Buildings Director) during the bid review process as question arise,

- Compare criteria across all bidders in a concise manner,
- Participate in interviews with top-rated bidders,
- Evaluate bidders past performance and interview references,
- Recommend to the Board of Selectmen the best bid(s) for the Town of Wayland,
- Coordinate with Board of Selectmen and Town resources through completion of the conveyance, as necessary, and

Communicate Committee progress and outcomes.

---

# (12) TOWN ADMINSTRATOR REPORT

## TOWN ADMINISTRATOR'S REPORT WEEK ENDING JULY 28, 2017

### 1. CORRESPONDENCE

#1: Comment on 40 B Project Mahoney's:

Please be advised the 40 B application was received for this project and distributed as required.

### 2. CELL TOWER

The Town Engineer is currently collecting information relative to the potential siting of cell tower(s) on Town controlled land. Verizon has requested that the Town consider siting cell tower(s) to improve cellular service in specific areas of Town. The Town Engineer will be putting the information into a report that includes a list of potential Town controlled lands that could be cell tower locations, as well as input from other Town governmental bodies. The report will be issued pending the receipt of information from Verizon. The Board was advised last week by a resident of the Oak Hill Neighborhood Association that a petition was circulated in the neighborhood to oppose a cell tower in south Wayland. The Zoning Board of Appeals has not received an application for a cell tower.

### 3. REQUEST FOR FUNDING FOR HISTORIC PRESERVATION ON RAIL TRAIL

Elizabeth Doucette has advised Gretchen Schuler that funding can be made available for this project through some adjustments in the accounting for past expenses and a grant.

### 4. FY 19 BUDGET PROCESS

The following is the staff's proposed FY 19 Budget process from the time of the issuance of the Finance Committee Budget Guideline through the submission of the operating and capital budgets by elected boards to the Finance Committee:

#### PREPARATION OF FY 19 OPERATING AND CAPITAL BUDGETS FOR TOWN AND SCHOOL (DRAFT PROCESS)

- a. The Finance Committee prepares a budget guideline and communicates it to all boards, committees and department heads.
- b. The Finance Director, with the Town Administrator, prepares a budget timeline and budget instructions and forms, distributes these and conducts a meeting with staff. Draft operating budgets will include requests for new personnel. Capital budgets, approved by governing bodies, will be due to the Finance Director from all departments by 9/30. Operating budgets, approved by all governing bodies, will be due from all town (except school) departments by 10/31.
- c. The HR Director will prepare a process and timeline with instructions for departments to request new or changed personnel. The personnel requests will be submitted by the

Department Head to the Town Administrator / Board of Selectmen or other elected board as appropriate; if approved by the governing board, the request will be transmitted to the Personnel Board which will make a recommendation to the Finance Committee (and advise the governing body) about whether the requested position is necessary and whether the estimated compensation is appropriate.

- d. The Town Administrator will review all departmental budgets and will recommend adjusted budgets under the Board of Selectmen to the Selectmen and will make recommendations with no adjustments to other elected bodies and advise the Board of Selectmen and Finance Committee of these recommendations.
- e. The Finance Director will provide a preliminary capital budget to the Finance Committee by 10/15 and will provide a preliminary operating budget to the Finance Committee by 12/1.

#### 5. CLEAR GOV

The Selectmen requested the Finance Committee provide a recommendation on whether to continue the \$6,000 contract with Clear Gov which provides financial data about Wayland through its website. The Finance Committee reviewed the tool and states it is a work in progress and that town staff and volunteers should finalize and introduce it to the Town and the various Boards. The committee felt to withdraw support before the product was finalized was not the best use of Town Funds and as a result voted to support renewing the subscription 5-0-1. The Finance Director will move forward with the project as time permits.





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

# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

## BOARD OF SELECTMEN

LEA T. ANDERSON  
MARY M. ANTES  
LOUIS M. JURIST  
CHERRY C. KARLSON  
DOUGLAS A. LEVINE

## BOARD OF SELECTMEN

**Monday, July 31, 2017**  
**Wayland Town Building**  
**Selectmen's Meeting Room**  
**41 Cochituate Road Wayland**

## CONSENT CALENDAR

1. Vote the Question of Approving and Signing the Weekly Payroll and Expense Warrants
2. Vote the Question of Approving the Invoice for River's Edge Special Counsel Anderson & Krieger LLP, dated June 21, 2017, for Legal Services Rendered through May 31, 2017, Reference # 121639/5415-001: \$5,922.07

# ANDERSON KREIGER

Anderson & Kreiger LLP  
50 Milk Street, 21st Floor  
Boston, MA 02109  
(617)621-6500  
EIN: 04-2988950

June 21, 2017

Town of Wayland  
Attn: Nan Balmer  
Town Administrator  
1st Floor, Selectmen's Office  
41 Cochituate Road, Wayland, MA 01778

Reference # 121639 / 5415-001

In Reference To: River's Edge Special Counsel

Total Current Billing:	<u>5,922.07</u>
Previous Balance Due:	<del>5,432.50</del>
Total Now Due:	<u>11,354.57</u>

**PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS**



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

# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

## BOARD OF SELECTMEN

LEA T. ANDERSON  
MARY M. ANTES  
LOUIS M. JURIST  
CHERRY C. KARLSON  
DOUGLAS A. LEVINE

**PUBLIC DOCUMENTS PROVIDED TO THE BOARD  
OF SELECTMEN FROM JULY 21, 2017, THROUGH  
AND INCLUDING JULY 27, 2017, OTHERWISE NOT  
LISTED AND INCLUDED IN THE  
CORRESPONDENCE PACKET FOR JULY 31, 2017**

**Items Distributed To the Board of Selectmen – July 21-27, 2017**

1. None

**Items Distributed for Information and Use by the Board of Selectmen at the  
Meeting of July 24, 2017**

1. Memorandum of 7/24/17 from Rick Conard and Gretchen Schuler, Historical Commission, to Board of Selectmen, re: Rail-Trail Construction and Artifacts
2. Excerpts from the Final Report, Investigation of Former Nike Missile Sites for Potential Toxic and Hazardous Waste Contamination, March 1986
3. Memorandum of 7/24/17 from Town Counsel Amy Kwesell to Nan Balmer, Town Administrator, re: Town Counsel Updates for Board of Selectmen Meeting, July 24, 2017, Open Session
4. Officers of the Town of Wayland, 1963
5. Draft Press Release, Board of Selectmen Signs Land Disposition Agreement for River's Edge Project

**Items Included as Part of Agenda Packet for Discussion During the July 31, 2017  
Board of Selectmen's Meeting**

1. Memorandum of 7/28/17 to Board of Selectmen re: Interview and Potential Appointment of Kathy Trogolo to the Cultural Council
2. Memorandum of 7/28/17 to Board of Selectmen re: 110 Grill Change of Manager
3. Memorandum of 7/28/17 from John Senchyshyn, Human Resources Director/Assistant Town Administrator, re: Agreement with the Weston School Committee to Transport Students to Minuteman
4. Memorandum of 7/28/17 from Nan Balmer, Town Administrator, to Board of Selectmen, re: River's Edge Advisory Committee/Project Management Responsibilities
5. Report of the Town Administrator for the Week Ending July 28, 2017





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

# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

## BOARD OF SELECTMEN

LEA T. ANDERSON  
MARY M. ANTES  
LOUIS M. JURIST  
CHERRY C. KARLSON  
DOUGLAS A. LEVINE

## BOARD OF SELECTMEN

**Monday, July 31, 2017**  
**Wayland Town Building**  
**Selectmen's Meeting Room**

## REVISED CORRESPONDENCE

### Selectmen

1. Public Comment, Brookside, Proposed 40B Project at Mahoney's Garden Center
2. Letter of 7/20/17 from Attorney Katharine Lord Klein to Town Clerk re: Dylan's Circle and Summer Lane
3. Letter of 7/20/17 from Attorney Katharine Lord Klein to Ligris and Associates, PC, re: 150 Main Street LLC to Wayland Affordable Housing Trust (11 Hammond Road)
4. Memorandum of 7/21/17 from Beth R. Klein, Town Clerk, to Board of Selectmen, re: Resignation of John Pugh from the Economic Development Committee

### Minutes

5. Audit Committee, July 17, 2017 Draft
6. Finance Committee, January 23, 2017
7. Historical Commission, June 13, 2017
8. Surface Water Quality Committee, June 23, 2017

### Region

9. Letter of 7/20/17 from Metropolitan Area Planning Council to Chief Elected Official re: Municipal Elections

### State

10. Letter of 7/18/17 from Department of Housing and Community Development to Board of Selectmen re: Wayland Housing Production Plan - Certification Determination
11. Letter of 7/21/17 from the Office of the Attorney General to Beth Klein, Town Clerk, re: Wayland Annual Town Meeting of April 2, 2017, Approval of Annual Town Meeting Articles 5, 23 and 24
12. Letter of 7/20/17 from Massachusetts Housing Partnership to Board of Selectmen re: Commonwealth Residences, 373 Commonwealth Road, Wayland

### Federal

13. Letter of 7/12/17 from Federal Railroad Administration to Board of Selectmen re: NEC FUTURE Tier 1 Record of Decision





**DiNapoli, MaryAnn**

---

**From:** Our Members <protectwayland@gmail.com>  
**Sent:** Friday, July 21, 2017 5:58 PM  
**To:** Anderson, Lea; Karlson, Cherry; Antes, Mary; Jurist, Louis; Levine, Doug; DiNapoli, MaryAnn; Balmer, Nan; Sarkisian, Sarkis; Rachel Bratt; Secord, Julie; cpandes@yahoo.com; ggschuler@verizon.net  
**Subject:** New ProtectWayland.org website - please stop the 'Brookside' Monster

Please take a look at the new [www.ProtectWayland.org](http://www.ProtectWayland.org) site, which documents the threats from the big 'Brookside' 40B apartment complex proposed for the site of Mahoney's Garden Center.

Here is one key problem: 'Brookside' would generate 3.7+ million gallons of sewage every year, a few feet from Pine Brook, which empties into the Sudbury River and Great Meadows NWR. It is difficult to picture how much that is, so we did some calculations. Imagine:

- The volume of 19 New England Aquariums and
- The weight of 76 Boeing 747-400s (the double decker)

... all stacked on top of the Mahoney's Garden Center lot, year after year.

Where will all of that bacteria, virus and nitrogen laden sewage go? Downslope into Pine Brook -- then Camp Chickami, the Sudbury River and Great Meadows NWR.

We hope you will join us in opposing this oversize development. This is too big and too much in exactly the wrong location. We have a positive option.

njs (2)

July 20, 2017

**Katharine Lord Klein**  
kklein@k-plaw.com

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

**RECEIVED**

**JUL 24 2017**

**Board of Selectmen  
Town of Wayland**

Re: Dylan's Circle and Summer Lane

Dear Ms. Klein:

Enclosed please find copies of the following documents:

1. Order of Taking for Dylan's Circle, recorded July 13, 2017 with the Middlesex South District Registry of Deeds in Book 69593, Page 419; and
2. Order of Taking for Summer Lane, recorded July 13, 2017 with the Middlesex South District Registry of Deeds in Book 69593, Page 484.

I recommend these be retained with the land records for the Town.

Very truly yours,



Katharine Lord Klein

KLK/jsh

Enc.

cc: Board of Selectmen

587797/WAYL/0055/0056

Middlesex South Registry of Deeds  
Electronically Recorded Document

This is the first page of the document - Do not remove

---

Recording Information

Document Number	: 108691
Document Type	: TAKE
Recorded Date	: July 13, 2017
Recorded Time	: 09:35:59 AM
Recorded Book and Page	: 69593 / 419
Number of Pages(including cover sheet)	: 6
Receipt Number	: 2104196
Recording Fee	: \$75.00

Middlesex South Registry of Deeds  
Maria C. Curtatone, Register  
208 Cambridge Street  
Cambridge, MA 02141  
617-679-6300  
[www.middlesexsouthregistry.com](http://www.middlesexsouthregistry.com)

---

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Town of Wayland

ORDER OF TAKING

At a regularly convened meeting of the Board of Public Works of the Town of Wayland, held this 27th day of June, 2017, it was voted and ordered:

The Board of Public Works of the Town of Wayland, duly elected, qualified, and acting as such on behalf of the Town by virtue of and in accordance with the vote taken under Article 13 of the April 2, 2017 Annual Town Meeting, a certified copy of which is attached hereto and incorporated herein, and the authority of the provisions of Chapter 82, Sections 21-24, and Chapter 79 of the General Laws, as amended, and any and every other power and authority that is hereunto enabling, does hereby take, on behalf of the Town, a permanent easement, for all purposes for which public ways are used in the Town of Wayland, together with the attendant customary uses, including, but not limited to the construction, operation, maintenance, repair, replacement and relocation of rights of way, drainage and utilities in, over, under, through, across, upon and along a road shown as "Dylans Circle a/k/a Dylan's Circle" (the "Easement Premises"), on a plan entitled "Definitive Subdivision Plan 'Field Stone Estates' Wayland, Massachusetts," dated February 12, 2003, revised through August 24, 2003, prepared by Seltec Engineering, Inc., recorded with the Middlesex South Registry of Deeds as Plan No. 382 of 2004 (the "Plan").

The Town shall have the right of entry upon and passage over the Easement Premises from time to time by foot and motor vehicles, including heavy equipment, for the purposes set forth herein and all uses necessary or incidental thereto, including, without limitation, using and temporarily storing, as needed, construction equipment, materials or other incidental items in, on, under, and upon the Easement Premises.

The taking does not include any buildings, structures, objects, utilities and/or vegetation (including trees and shrubs) now or hereafter located within the Easement Premises, but the Town shall have the right to remove the same whenever their removal shall be necessary or convenient to exercise the rights taken hereunder, without the obligation to replace the same.

Said Easement Premises are owned or supposed to be owned and/or formerly owned by the parties listed on Schedule A, which parties are hereinafter collectively referred to as Owners.



If in any instance the name of any Owner or Owners is not correctly stated in this Order of Taking, it is understood that in such instance said parcel of land is owned by an Owner or Owners unknown to us, and the property interest is taken against said Owner or Owners.

It has been determined that no damages are owed to the Owners listed herein, and we therefore award no damages to those persons for the herein taking.

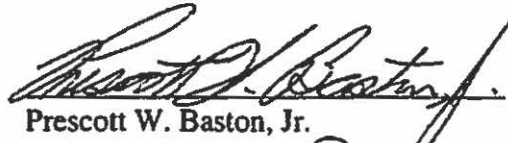
No betterments are to be assessed under this taking.

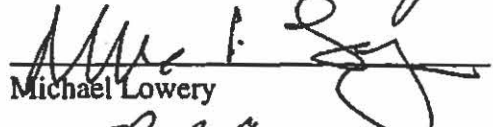
[Signature Page Follows]

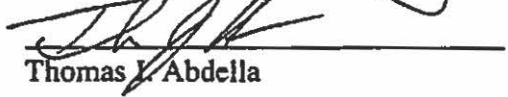
585506v2/WAYL/0055

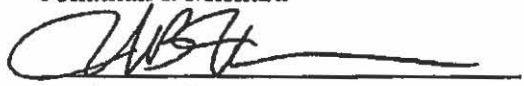
IN WITNESS WHEREOF, we, the duly elected and qualified Board of Public Works, have hereunto set our hands and seals on this 27th day of June, 2017.

TOWN OF WAYLAND,  
By its Board of Public Works

  
Prescott W. Baston, Jr.

  
Michael Lowery


  
Thomas J. Abdella

\_\_\_\_\_  
Jonathan I. Mishara  
  
Michael B. Wegerbauer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 27th day of June, 2017, before me, the undersigned notary public, personally appeared Prescott W. Baston, Jr., member of the Wayland Board of Public Works, as aforesaid, proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

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

585506v2/WAYL/0055



Schedule A

Name: Matthew DiRoberto and Erica DiRoberto  
Mailing Address: 4 Dylan's Circle, Wayland, MA 01778  
Property Address: 4 Dylan's Circle, Wayland, Massachusetts  
Interest Taken: Road Easement  
Deed Reference: Middlesex South Registry of Deeds, Book 59909, Page 210

Name: Scott Burgess and Risa Burgess  
Mailing Address: 6 Dylan's Circle, Wayland, MA 01778  
Property Address: 6 Dylan's Circle, Wayland, Massachusetts  
Interest Taken: Road Easement  
Deed Reference: Middlesex South Registry of Deeds, Book 62900, Page 366

Name: Raja Anwar Aziz and Sofia Aziz  
Mailing Address: 3 Dylan's Circle, Wayland, MA 01778  
Property Address: 3 Dylan's Circle, Wayland, Massachusetts  
Interest Taken: Road Easement  
Deed Reference: Middlesex South Registry of Deeds, Book 65369, Page 174

Name: Raymond J. Ciccolo, Trustee of Concord Road Realty Trust  
Mailing Address: 14 Patricia Drive, Ayer, MA 01432  
Property Address: 5 Dylan's Circle and 8 Dylan's Circle, Wayland, Massachusetts  
Interest Taken: Road Easement  
Deed Reference: Middlesex South Registry of Deeds, Book 36780, Page 10



# TOWN OF WAYLAND

MASSACHUSETTS  
01778

TOWN CLERK  
Beth R. Klein, CMC  
[bklein@wayland.ma.us](mailto:bklein@wayland.ma.us)

ASSISTANT TOWN CLERK  
Diane M. Gorham  
[dgorham@wayland.ma.us](mailto:dgorham@wayland.ma.us)

TOWN BUILDING  
41 COCHITUATE ROAD  
TEL: 508-358-3630  
508-358-3631  
FAX: 508-358-1683  
[www.wayland.ma.us](http://www.wayland.ma.us)

## ANNUAL TOWN MEETING VOTE CERTIFICATE

At a legal meeting of the qualified voters of the TOWN OF WAYLAND, held on April 2nd, 2017, the following business was transacted under Article 13:

### **ARTICLE 13: STREET ACCEPTANCE**

Voted that the Town accept as a public way the roadway known as Dylan Circle, also as referred to as Dylan's Circle, as heretofore laid out and shown on a plan of land entitled "As Built Plan Dylan Circle Wayland MA" dated December 15, 2016, prepared by Andrysick Land Surveying and on file with the Town Clerk, and authorize the Board of Public Works, acting as Road Commissioners to acquire by gift, purchase, and/or eminent domain the fee to and/or easements in Dylan Circle for all purposes for which public ways are used in the Town of Wayland, and any drainage, utility, access, and/or other easements related thereto, all as shown on the plan.

**VOTED:**

**IN FAVOR: 160**  
**OPPOSED: 20 MOTION PASSED**

Voted that the Town accept as a public way the roadway known as Summer Lane, as heretofore laid out and shown on a plan of land entitled "As Built Plan Summer Lane Wayland MA", prepared by Snelling and Hamel Associates, Inc., dated June 13, 2013 and on file with the Town Clerk, and authorize the Board of Public Works, acting as Road Commissioners to acquire by gift, purchase, and/or eminent domain the fee to and/or easements in Summer Lane for all purposes for which public ways are used in the Town of Wayland, and any drainage, utility, access, and/or other easements related thereto, all as shown on the plan.

**VOTED:**

**IN FAVOR: 154**  
**OPPOSED: 29 MOTION PASSED**

A true copy, Attest:

Beth R. Klein  
Town Clerk



Middlesex South Registry of Deeds  
Electronically Recorded Document

This is the first page of the document - Do not remove

---

Recording Information

Document Number	: 108706
Document Type	: ORDNO
Recorded Date	: July 13, 2017
Recorded Time	: 09:42:43 AM
Recorded Book and Page	: 69593 / 484
Number of Pages(including cover sheet)	: 6
Receipt Number	: 2104206
Recording Fee	: \$75.00

Middlesex South Registry of Deeds  
Maria C. Curtatone, Register  
208 Cambridge Street  
Cambridge, MA 02141  
617-679-6300  
[www.middlesexsouthregistry.com](http://www.middlesexsouthregistry.com)

---

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Town of Wayland

ORDER OF TAKING

At a regularly convened meeting of the Board of Public Works of the Town of Wayland, held this 27th day of June, 2017, it was voted and ordered:

The Board of Public Works of the Town of Wayland, duly elected, qualified, and acting as such on behalf of the Town by virtue of and in accordance with the vote taken under Article 13 of the April 2, 2017 Annual Town Meeting, a certified copy of which is attached hereto and incorporated herein, and the authority of the provisions of Chapter 82, Sections 21-24, and Chapter 79 of the General Laws, as amended, and any and every other power and authority that is hereunto enabling, does hereby take, on behalf of the Town, a permanent easement, for all purposes for which public ways are used in the Town of Wayland, together with the attendant customary uses, including, but not limited to the construction, operation, maintenance, repair, replacement and relocation of rights of way, drainage and utilities in, over, under, through, across, upon and along a road shown as "Summer Lane" (the "Easement Premises"), on a plan entitled "'Summer Lane' Wayland, MA Definitive Subdivision of Land Dated September 6, 2011," prepared by Snelling & Hamel Associates, Inc., recorded with the Middlesex South Registry of Deeds as Plan No. 28 of 2012 (the "Plan").

The Town shall have the right of entry upon and passage over the Easement Premises from time to time by foot and motor vehicles, including heavy equipment, for the purposes set forth herein and all uses necessary or incidental thereto, including, without limitation, using and temporarily storing, as needed, construction equipment, materials or other incidental items in, on, under, and upon the Easement Premises.

The taking does not include any buildings, structures, objects, utilities and/or vegetation (including trees and shrubs) now or hereafter located within the Easement Premises, but the Town shall have the right to remove the same whenever their removal shall be necessary or convenient to exercise the rights taken hereunder, without the obligation to replace the same.

Said Easement Premises are owned or supposed to be owned and/or formerly owned by the parties listed on Schedule A, which parties are hereinafter collectively referred to as Owners.

If in any instance the name of any Owner or Owners is not correctly stated in this Order of Taking, it is understood that in such instance said parcel of land is owned by an Owner or Owners unknown to us, and the property interest is taken against said Owner or Owners.

It has been determined that no damages are owed to the Owners listed herein, and we therefore award no damages to those persons for the herein taking.

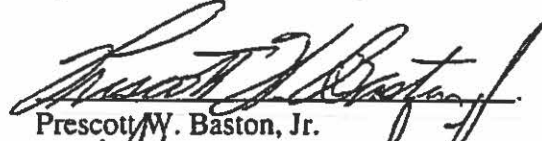
No betterments are to be assessed under this taking.

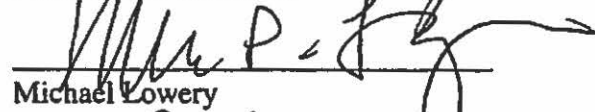
[Signature Page Follows]

585624v2/WAYL/0056

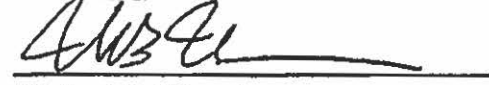
IN WITNESS WHEREOF, we, the duly elected and qualified Board of Public Works, have hereunto set our hands and seals on this 27th day of June, 2017.

TOWN OF WAYLAND,  
By its Board of Public Works

  
\_\_\_\_\_  
Prescott W. Baston, Jr.

  
\_\_\_\_\_  
Michael Lowery

  
\_\_\_\_\_  
Thomas J. Abdella

\_\_\_\_\_  
Jonathan I. Mishara  
  
\_\_\_\_\_  
Michael B. Wegerbauer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 27th day of June, 2017, before me, the undersigned notary public, personally appeared Prescott W. Baston Jr., member of the Wayland Board of Public Works, as aforesaid, proved to me through satisfactory evidence of identification, which was Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

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

585624v2/WAYL/0056





Schedule A

Name: Darren Martin and Michelle Martin

Mailing Address: 6 Summer Lane, Wayland, MA 01778

Property Address: 6 Summer Lane, Wayland, Massachusetts

Interest Taken: Road Easement

Deed Reference: Middlesex South Registry of Deeds, Book 63322, Page 213

Name: Jeffrey J. Vecchio and April A. Vecchio

Mailing Address: 10 Summer Lane, Wayland, MA 01778

Property Address: 10 Summer Lane, Wayland, Massachusetts

Interest Taken: Road Easement

Deed Reference: Middlesex South Registry of Deeds, Book 65799, Page 387

Name: Oxbow Development Group, LLC

Mailing Address: 187 Oxbow Road, Wayland, MA 01778

Property Address: Summer Lane, Wayland, Massachusetts

Interest Taken: Road Easement

Deed Reference: Middlesex South Registry of Deeds, Book 58715, Page 332



# TOWN OF WAYLAND

MASSACHUSETTS  
01778

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

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

TOWN BUILDING  
41 COCHITUATE ROAD

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

## ANNUAL TOWN MEETING VOTE CERTIFICATE

At a legal meeting of the qualified voters of the TOWN OF WAYLAND, held on April 2nd, 2017, the following business was transacted under Article 13:

### **ARTICLE 13: STREET ACCEPTANCE**

Voted that the Town accept as a public way the roadway known as Dylan Circle, also as referred to as Dylan's Circle, as heretofore laid out and shown on a plan of land entitled "As Built Plan Dylan Circle Wayland MA" dated December 15, 2016, prepared by Andrysick Land Surveying and on file with the Town Clerk, and authorize the Board of Public Works, acting as Road Commissioners to acquire by gift, purchase, and/or eminent domain the fee to and/or easements in Dylan Circle for all purposes for which public ways are used in the Town of Wayland, and any drainage, utility, access, and/or other easements related thereto, all as shown on the plan.

**VOTED:**

**IN FAVOR: 160**  
**OPPOSED: 20 MOTION PASSED**

Voted that the Town accept as a public way the roadway known as Summer Lane, as heretofore laid out and shown on a plan of land entitled "As Built Plan Summer Lane Wayland MA", prepared by Snelling and Hamel Associates, Inc., dated June 13, 2013 and on file with the Town Clerk, and authorize the Board of Public Works, acting as Road Commissioners to acquire by gift, purchase, and/or eminent domain the fee to and/or easements in Summer Lane for all purposes for which public ways are used in the Town of Wayland, and any drainage, utility, access, and/or other easements related thereto, all as shown on the plan.

**VOTED:**

**IN FAVOR: 154**  
**OPPOSED: 29 MOTION PASSED**

A true copy, Attest:

Beth R. Klein  
Town Clerk

KLK (3)

July 20, 2017

Katharine Lord Klein  
kklein@k-plaw.com

BY HAND

Matthew Roberts, Esq.  
Ligris and Associates, P.C.  
143 Newbury Street, 5<sup>th</sup> Floor  
Boston, MA 02116

RECEIVED

JUL 24 2017

Board of Selectmen  
Town of Wayland

Re: 150 Main Street, LLC to Wayland Affordable Housing Trust (11 Hammond Road)

Dear Mr. Roberts:

Enclosed please find as follows:

1. Duplicate originals of Purchase and Sale Agreement between 150 Main Street, LLC and the Wayland Affordable Housing Trust, which have been executed on behalf of the Trust;
2. Duplicate Transfer Notification Certifications; and
3. Check payable to Ligris and Associates, P.C. for the deposit in the amount of \$20,000.00.

Please return one fully executed original Purchase and Sale Agreement to my attention.

Thank you.

Very truly yours,



Katharine Lord Klein

KLK/jsh

Enc.

cc: Board of Selectmen  
Wayland Municipal Affordable Housing Trust Fund

587839/WAYL/0255

## PURCHASE AND SALE AGREEMENT

1. Information and Definitions.

- (a) EFFECTIVE DATE: July \_\_, 2017
- (b) PREMISES: A parcel of land, with all improvements thereon, located at 11 Hammond Road, Wayland, Massachusetts, containing 0.41 acres, more or less, being Assessor's Map 51B, Lot 034, being those premises described in a Quitclaim Deed, dated May 9, 2013, filed with the Middlesex Registry District of the Land Court in Book 1434, Page 124, Certificate of Title #253939, and being Lot A as shown on a plan filed with the Middlesex Registry District of the Land Court in Registration Book 404, Page 97, with Certificate of Title #60465.
- (c) SELLER: 150 Main Street, LLC
- Address: 5 Hearthstone Circle, Wayland, MA 01778
- Seller's Attorney: Matthew Roberts, Esq., Ligris & Associates, P.C.,  
143 Newbury Street, Boston, MA 02459
- Phone: (617) 274-1500 Fax: (617) 274-1515
- E-Mail: mroberts@ligris.com
- (d) BUYER: Wayland Municipal Affordable Housing Trust,  
or its nominee
- Address: 41 Cochituate Road, Wayland, MA 01778
- Buyer's Attorney: Katharine Lord Klein, Esq., KP Law, P.C., 101  
Arch Street, Boston, MA 02110
- Phone: (617) 556-0007 Fax: (617) 654-1735
- E-Mail: kklein@k-plaw.com
- (e) PURCHASE PRICE: The total purchase price for the Premises is Three  
Hundred Ninety Thousand and 00/100  
(\$390,000.00) Dollars, with a deposit paid upon  
execution of this Agreement of Twenty Thousand



and 00/100 (\$20,000.00) Dollars (the "Deposit"), the balance payable at the time of delivery of the deed by municipal treasurer's check, bank check, attorney's IOLTA check, or wire transfer, at BUYER'S election.

- (f) CLOSING DATE: September 14, 2017 at 11:00 a.m.
- (g) PLACE: Middlesex South Registry of Deeds, or a closing by mail, at BUYER'S election.
- (h) TITLE: Quitclaim Deed

2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth.

3. Buildings, Structures, Improvements, Fixtures. Included in the sale as a part of the Premises are the buildings, structures, fixtures and appliances belonging to the SELLER and used in connection therewith, including, but not limited to, if any, wall-to-wall carpeting, automatic garage door openers, window screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, surround sound system wiring, fences, gates, trees, shrubs, plants and stove, washing machine, dryer, air conditioning equipment, ventilators, dishwashers: To be left in "as is" condition as of the time of signing of this Agreement.

4. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the assignee or nominee designated by BUYER, which nominee shall be either an entity related to BUYER or the Wayland Housing Authority, by written notice to SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement; and
- (e) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for residential purposes.

5. Deed; Plans. SELLER shall prepare the deed.

6. Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Paragraph 4 hereof. BUYER shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this paragraph.

8. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of sixty (60) calendar days. SELLER'S financial obligations hereunder shall be limited to \$1,500 exclusive of voluntary monetary liens.

9. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title.

11. Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to survive the delivery of said deed.

12. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the deed, use the purchase

money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, if an institutional mortgage, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

13. Deposit. The Deposit made hereunder shall be held in escrow by SELLER'S attorney as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the closing. In the event of any disagreement between the parties, the escrow agent shall retain the Deposit pending written instructions mutually given by the SELLER and the BUYER or an order of a court with competent jurisdiction.

14. Adjustments. Taxes for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the closing date, taxes will be apportioned as of the closing date in accordance with G.L. c. 59, §72A; if, however, SELLER has paid taxes through and past the closing date, such payments shall not be refunded, it being acknowledged that BUYER has no funds to refund SELLER for such taxes paid and BUYER, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year. Charges for water, sewer, fuel and other utilities, if any, shall be prorated as of the date of the closing.

15. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. BUYER and SELLER agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

16. Buyer's Contingencies. BUYER'S performance hereunder is, at BUYER'S option, expressly subject to the following conditions:

- (a) BUYER shall have complied with the provisions of G.L. c. 30B (the Uniform Procurement Act) for acquisition of real property. For acquisition of real property determined to be unique, thirty (30) days shall have elapsed since the date of publication of BUYER'S determination of uniqueness in the Central Register, without objection. BUYER agrees to diligently pursue full compliance with said statute;
- (b) SELLER shall have complied with the disclosure provisions of G.L. c. 7C, §38; SELLER hereby agrees to execute a "Disclosure Statement for Transaction with a Public Agency Concerning Real Property" certificate as required by G.L. c. 7C, §38;

- (c) SELLER shall have waived any right to claim relocation benefits under the provisions of G.L. c.79A and 760 CMR 27.03;
- (d) BUYER shall have conducted an appraisal of the Premises, at BUYER'S expense, evidencing that the value of the Premises is at least equal to the Purchase Price. BUYER shall give written notice to SELLER within twenty (20) days from the Effective Date of this Agreement if the appraised value is not at least equal to the Purchase Price, whereupon this Agreement shall terminate, and the Deposit shall be returned. Failure to give said written notice shall constitute a waiver of this condition; and
- (e) Any other requirements of the Massachusetts General or Special Laws relative to the acquisition of property by BUYER.

17. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other Premises;
- (b) title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;
- (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and
- (d) the Premises has legal access to West Plain Street, via an easement.

18. Affidavits, etc. SELLER shall provide (a) Affidavits and indemnities with respect to due authority, parties in possession and mechanic's liens to induce BUYER'S title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER'S United States taxpayer identification number, that SELLER is not a foreign person, and SELLER'S address (the "1445 Affidavit"); (c) Internal Revenue Service Form W 8 or Form W 9, as applicable, with SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back up withholding; and (d) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or the BUYER'S title insurance company to complete the transactions described in this Agreement.

---

19. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association of Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

20. Representations. SELLER represents to BUYER, effective as of the date of this Agreement and also effective as of the date of closing (subject to any subsequent notice from SELLER as hereinafter set forth), to the best of SELLER's knowledge, without independent investigation or a duty for same, that:

- (a) SELLER has not granted any options, rights of first refusal, or other contracts which give any other party a right to purchase or acquire any interest in the Premises;
  - (b) SELLER has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
  - (c) SELLER has no actual knowledge of any pending lawsuit or proceeding that might in any material way impact adversely on SELLER'S ability to perform on the closing date;
  - (d) To the best of SELLER'S knowledge, SELLER'S execution of this Agreement does not violate any other contracts, agreements, or any other arrangements of any nature whatsoever that SELLER has with third parties;
  - (e) SELLER has not received any written notice of any release of any hazardous materials or oil on, from or near the Premises (as used in this Agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L.c.21E), and, to SELLER'S actual knowledge and to the best of SELLER'S knowledge, (i) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises and (ii) chlordane has not been used as a pesticide on the Premises;
  - (f) SELLER has not received any written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence of any hazardous materials at the Premises in violation of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. § 9601, et seq. (CERCLA), or any similar federal, state or local statute, rule or regulation; and
  - (g) no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by SELLER.
-



SELLER will not cause nor, to the best of SELLER'S ability, permit any action to be taken which would cause any of SELLER'S representations to be false as of closing, and in any event shall notify BUYER promptly of any change in these representations and warranties. SELLER has no knowledge or information of any facts or circumstances which would materially and adversely affect the use or operation of the Premises for BUYER'S intended use, being for residential purposes,. SELLER shall confirm these representations and warranties at closing, which will survive the same.

21. Title Review. BUYER will review SELLER'S title to the Premises. BUYER'S performance hereunder is conditional upon BUYER being satisfied with SELLER'S title to the Premises in its reasonable discretion. In the event BUYER has objections to the title to the Premises, and notifies SELLER of the same in writing by the end of the Due Diligence Period, as defined hereafter, BUYER has the right to terminate this Agreement, whereupon the Deposit shall be returned. BUYER'S performance is further contingent upon a final title rundown.

22. Due Diligence Period. BUYER shall have a due diligence period commencing on the Effective Date of this Agreement, and ending at 5:00 p.m. on the date that is forty (40) days thereafter (the "Due Diligence Period") to review the title to and inspect the condition of the Premises, which may include, but is not limited to, physical survey, engineering review and soil tests, legal and zoning review (including confirmation of the status of the easement providing access to the Premises) and environmental site assessment, which conditions shall be satisfactory to BUYER, in its sole and absolute discretion. If the BUYER is not satisfied with the title to and/or condition of the Premises, BUYER shall give written notice to SELLER thereof by the end of the Due Diligence Period (the "Due Diligence Deadline"), specifying therein the title matter and/or the condition(s) of the Premises that are not satisfactory (the "Objection Notice"). SELLER may, in its sole and absolute discretion, elect to cure such title matter or condition(s), provided SELLER gives written notice thereof to BUYER within ten (10) days from the Due Diligence Deadline (the "Seller Response Date"), and SELLER shall use good faith efforts to effectuate the cure within a reasonable period of time, but in no event more than sixty (60) days from the Seller's Response Date. If SELLER does not elect to cure, or fails to respond on or before the Seller Response Date (which shall be deemed to indicate its intent not to so cure), this Agreement shall terminate on that day that is ten (10) days from the Seller Response Date (the "Due Diligence Termination Date"), and SELLER shall return the deposit to BUYER, unless BUYER sends written notice to SELLER on or before the Due Diligence Termination Date of its intent to proceed with the purchase, without reduction to the purchase price.

In the event that BUYER does not send its Objection Notice on or before the Due Diligence Deadline, or, having sent its timely Objection Notice, nevertheless elects to purchase the Premises by the Due Diligence Termination Date, BUYER shall be deemed to have waived its rights to terminate this Agreement under this paragraph (except for matters or conditions arising on or after the Due Diligence Deadline).

The BUYER shall have the unqualified right to terminate this Agreement, by delivering written notice thereof prior to the end of the Due Diligence Deadline, whereupon BUYER shall be entitled to a return of its deposit.

23. Inspections. BUYER or BUYER'S agent(s) shall have the right, at its sole cost and expense, upon at least twenty-four (24) hours prior notice to SELLER, which notice may be oral notice, to enter the Premises from time to time at BUYER'S own risk for the purposes of conducting surveys, inspections, and tests, including environmental site assessments. BUYER, to the extent permitted by law, shall indemnify and hold SELLER harmless against any claim by BUYER of any harm to BUYER arising from said entry and shall restore the Premises as close as reasonably practicable to the same condition as prior to such entry if the closing does not occur, in which event such restoration shall occur prior to return of BUYER'S deposit if BUYER is so entitled to such return of deposit per this Agreement. BUYER'S performance hereunder is expressly conditional, at BUYER'S option, upon BUYER being satisfied, in its sole and absolute discretion, with the condition of the Premises.

BUYER shall indemnify and hold SELLER harmless, to the extent permitted by law, from any all loss, injury, damage, claim, lien, liabilities, costs or expense, including attorney's fees, for any losses directly caused by BUYER'S activities at the Premises, provided, however, BUYER shall not be liable for conditions existing at the Premises prior to any tests and inspections. BUYER'S liability shall not be limited to the amount of BUYER'S deposit pursuant to this paragraph 23.

24. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery, to the party's attorney at the addresses set forth in Paragraph 1 or by e-mail.

25. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the date and time of closing and at the place of closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording.

26. Condition of Premises at Closing. SELLER agrees to deliver the Premises at the time of delivery of SELLER'S deed in a condition substantially similar to its condition at the time of the signing of this Agreement (so-called "as is" condition), wear and tear excepted.

27. Casualty, Condemnation. Notwithstanding anything herein to the contrary, in the event of substantial and unrestored damage to or destruction of the Premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain, then at BUYER'S sole option, this Agreement may be

terminated, without recourse, provided that any provisions stated herein to survive termination shall so survive.

28. Buyer's Default; Damages. If BUYER shall fail to fulfill BUYER'S agreements herein, the entire Deposit made hereunder by BUYER shall be retained by SELLER as SELLER'S sole and exclusive remedy at law and equity for BUYER'S breach of this Agreement. The parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER'S default under this Agreement because it is impossible to exactly calculate the damages which would accrue to SELLER in such event. Therefore, acknowledging this fact, the parties agree that: (i) the Deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER'S default, (ii) said Deposit represents damages and not a penalty against BUYER, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this paragraph.

29. Seller's Default. If SELLER defaults under this Agreement, BUYER shall be entitled to proceed to court and seek all remedies available at law or in equity.

30. Liability of Trustee, Shareholder, Fiduciary, etc. If SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither SELLER or BUYER so executing, nor any trustee, shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

31. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile or e-mail signatures shall be construed as original.

32. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

33. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several.

34. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

35. Governing Law. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of the Commonwealth of Massachusetts.

See Rider attached hereto and incorporated herein by reference.

[Signature Page Follows]

\_\_\_\_\_ In Witness Whereof, the parties hereto sign this Agreement under seal as of this  
\_\_\_\_\_ day of July, 2017.

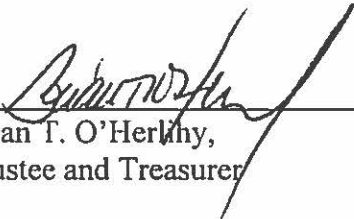
SELLER:

150 MAIN STREET, LLC

BUYER:

WAYLAND MUNICIPAL  
AFFORDABLE HOUSING TRUST  
FUND

By: \_\_\_\_\_  
Matthew T. Levy, Manager

By:  \_\_\_\_\_  
Brian T. O'Herlihy,  
Trustee and Treasurer



RIDER TO PURCHASE AND SALE AGREEMENT BETWEEN

150 Main Street, LLC  
("SELLER")

AND

Wayland Municipal Affordable Housing Trust  
("BUYER")

36. All offers and agreements made prior to this Agreement are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are contained only in this Agreement.
37. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. BUYER acknowledges that in certain circumstances, the BUYER may incur obligations to remove lead-based materials pursuant to Sections 190-197 of Chapter 111 of the Massachusetts General Laws. BUYER hereby agrees to accept and assume any such obligations, and acknowledges that no representations have been made by the SELLER concerning the presence or absence of lead-based materials. BUYER acknowledges that the SELLER has complied with the requirements of Massachusetts General Laws Chapter 111, as amended, relative to the possible presence of lead paint in the Premises, including the provisions of Section 197A of Chapter 111. BUYER acknowledges having been verbally informed of the possible presence of dangerous levels of lead in the Premises and of the provisions of the Lead Paint Statute, so called (M.G.L. Chapter 111, Sections 190 - 199A), and the regulations promulgated thereunder, and acknowledges receipt from SELLER and/or SELLER's agents, of a Commonwealth of Massachusetts, Department of Health Property Transfer Notification Certification, and further acknowledges being informed by SELLER and/or SELLER's agents about the availability of inspections for dangerous levels of lead. BUYER may inspect the Premises for the presence of lead, and must notify SELLER prior to the expiration of the Due Diligence Period, in writing, that it is not satisfied with the condition of the Premises with respect to lead. BUYER acknowledges that, given the age of the Premises, it is highly likely that they contain lead-based materials. A copy of the Property Transfer Notification Certification was signed by the BUYER at the time of the Offer. The terms of said Certification shall survive the delivery of the deed hereunder. The provisions of this paragraph shall survive the Closing and delivery of the deed hereunder.
38. This Agreement may not be assigned or recorded by the BUYER without the prior written consent of the SELLER and any recordation by BUYER (including a recording of notice hereof) or purported assignment by BUYER in violation of this paragraph shall be considered a default by BUYER under this Agreement, whereupon all deposits hereunder shall be paid to the SELLER with interest thereon (if any) and shall become the SELLER's property and this Agreement shall terminate without further recourse to the Parties hereto. This provision is not in derogation of the BUYER'S rights under paragraph 4 to designate a nominee to take title.
39. All of SELLER's representations under this Agreement are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.
40. If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
41. Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement. Further, BUYER and SELLER hereby acknowledge that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.
42. Ligris & Associates PC, attorney for SELLER, shall hold all deposits in a non-interest paying FDIC insured IOLTA account as escrow agent under this Agreement (the "Escrow Agent"). The duties of the Escrow Agent are determined solely by this Agreement and are purely ministerial in nature. If any dispute arises between the Parties as to whether or not the Escrow Agent is obligated to deliver the deposits, the Escrow Agent is not obligated to make any delivery, but shall hold the funds until receipt of a written authorization signed by BUYER, SELLER and any other persons having a bona fide interest in the dispute, if any, directing the disposition of the funds. In the absence of a written authorization, the Escrow Agent shall hold the funds until the rights of the Parties have been finally determined in an appropriate proceeding by a court of competent jurisdiction. Moreover, the Escrow Agent may bring an appropriate proceeding for leave to deposit the funds pending a determination of the rights of the Parties. If threatened with litigation, the Escrow Agent may interplead all interested parties

in an appropriate action and may deposit the funds with the clerk of the court; thereupon the Escrow Agent will have no further liability under this Agreement. The Escrow Agent may retain counsel or act as its own counsel in any action under this Agreement. SELLER and BUYER shall reimburse the Escrow Agent for all costs and expenses incurred by it in connection with any court proceeding under this Agreement, including reasonable attorney's fees and disbursements unless any such cost or claim was the result of the gross negligence or willful misconduct of the Escrow Agent.


The Escrow Agent is not liable for any mistake of fact or error of judgment, or for any acts or omissions, unless caused by its willful misconduct or gross negligence. The Parties to this Agreement each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in performance of its obligations under this Agreement. The Escrow Agent is entitled to rely on any document or signature believed by it to be genuine and may assume that any person purporting to give any writing or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing or instruction is given.

The undersigned jointly and severally indemnify and protect the Escrow Agent from and hold it harmless against any loss, liability, or expense incurred without willful misconduct or gross negligence on the part of the Escrow Agent, arising out of its duties under this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement. The Parties waive any conflicts with respect to Ligris & Associates P.C. acting as Escrow Agent and as counsel to SELLER and further understand, acknowledge and agree (after having discussed same with independent counsel) that Ligris & Associates P.C. may continue to represent the SELLER in this transaction and any disputes related hereto.

*[remainder of page intentionally left blank; signature page to follow]*

---

150 Main Street LLC, SELLER  
Manager – Matthew T. Levy



---

Wayland Municipal Affordable Housing Trust, BUYER  
By Brian T. O'Herlihy, Trustee and Treasurer

587387v3/WAYL/0255



# TOWN OF WAYLAND

MASSACHUSETTS  
01778

4

TOWN CLERK  
Beth R. Klein, CMC  
[bklein@wayland.ma.us](mailto:bklein@wayland.ma.us)

ASSISTANT TOWN CLERK  
Diane M. Gorham  
[dgorham@wayland.ma.us](mailto:dgorham@wayland.ma.us)

TOWN BUILDING  
41 COCHITUATE ROAD  
Wayland, MA 01778

TEL: 508-358-3630  
508-358-3631  
FAX: 508-358-1683  
[www.wayland.ma.us](http://www.wayland.ma.us)

Date: July 21, 2017  
To: Board of Selectmen ✓  
From: Beth R. Klein, Town Clerk  
RE: Resignation of Appointed Official

Please be informed that the attached letter of resignation was received in the Town Clerk's Office on July 21, 2017 effective July 21, 2017:

John T. Pugh	Economic Development Committee
Term Expires:	June 30, 2018

Pursuant to Chapter 41: Section 109. No resignation of a town or district officer shall be deemed effective unless and until such resignation is filed with the town clerk or district clerk.

cc: Nan Balmer, Town Administrator  
Rebecca Stanizzi, Chair  
Sarkis Sarkisian, Facilities Department  
John Pugh

**Klein, Beth**

---

**From:** John Pugh <john.pugh@gmail.com>  
**Sent:** Thursday, July 20, 2017 9:29 PM  
**To:** Becky Stanizzi; Klein, Beth  
**Subject:** Economic development committee resignation

Dear Beth,

I resign from the Wayland Economic Development Committee. It was a great experience, but I have relocated to Needham.

Thank you for processing my request.

John

--

All the best,  
John



**DRAFT Minutes  
Town of Wayland  
Audit Committee**

Date: July 17, 2017  
Time: 7:30 pm  
Place: Wayland Town Building

Members: Present – Chris Cullen, Randall Moore, Chris Ryan and Carolyn Bargoot.

1. Call to order
  - a. The meeting was called to order at 7:30 pm by Chris Cullen
2. Assign minute taker
  - a. Carolyn Bargoot
3. Public comment
  - a. George Harris. George read out loud email correspondence he had with Chris Cullen. Also included on the email correspondence was Jonathan Sclarsic and Kaitlin Maher from the Attorney General’s Office (AGO). Chris Cullen emailed George regarding the recent OML complaint sent to the AGO regarding the Town Audit Committee. George responded via email to Chris Cullen. Attached please find copies of the correspondence. Decided to wait until the OML discussion later in the evening for further discussion.
4. Scott McIntyre from Melanson Heath joined us for discussion regarding the FY17 Audit.
  - a. Scott gave some updates:
    - i. Field work will beginning in about 2 weeks
    - ii. Final trial balances and activity schedules should be coming shortly
    - iii. Started testing in May and so far no material weaknesses noted and they are not anticipating any
  - b. Scott talked about upcoming important items:
    - i. GASB 74 implementation and how his accounting standard changes format and disclosures (supplemental info) but it should not be significant
    - ii. Mainstone Farm – will most likely be recorded as a “major fund” and therefore have a stand-a-lone balance sheet and statement of revenues as well as disclosures.
  - c. Should have draft financials in late Sept and the Town Audit Committee can expect to see them in October
  - d. Randall asked if there were any other material changes coming? Scott mentioned leases but it is a few years off
  - e. Chris asked about the Munis integration and Scott said it seems to be going well and the town is committed
  - f. Chris asked about cash reconciliations and Scott said it appears so far that the town has stayed on top of the reconciliations
  - g. Carolyn asked about free cash and the Town’s credit rating and Scott mentioned that FY17 appeared better than FY16 and it all depends on if the Town has to rely on the free cash to balance the yearly budget

5. Discussion regarding the OML complaint. Nan Balmer and George Harris joined the audit committee at the table
    - a. Chris Cullen recognized George Harris for attending and stated for the record that the Audit Committee wanted to stay compliant
    - b. Nan Balmer assured the Audit Committee that resources were available if needed (e.g. Town Counsel, etc.)
    - c. Chris Cullen talked about mitigating the current concerns and taking action
    - d. 1<sup>st</sup> complaint from George Harris was on April 5, 2017 and it was failure to make meeting minutes available. Chris Cullen noted that George Harris did send him an email requesting copies of the minutes but that he did not see the email timely and therefore did not respond. George Harris filed a complaint with the Attorney General (AG).
    - e. The Audit Committee held a meeting on April 19, 2017 to respond to the AG complaint and to approve the meeting minutes that were not approved. Chris Cullen did not have time to pull together the list of minutes that needed to be approved prior to the agenda being posted for the meeting and meeting minutes to be approved were not discussed in the meeting by date and were not listed on the meeting minutes for the April 19, 2017 meeting. In addition, Chris Cullen did not state at the beginning of the meeting why Randall Moore was on the phone and not present and the vote was not properly conducted. Chris Cullen mentioned that we would address all points tonight.
    - f. Chris Cullen pointed out that the following meetings were cancelled and therefore there were no minutes to approve:
      - i. 2014: Aug 26
      - ii. 2015: April 14, Oct 27
      - iii. 2015: Feb 3
    - g. Chris Ryan motioned to vote to approve the meeting minutes below:
      - i. 2014: April 28, Sept 8, Sept 29, Nov 10, Dec 1, Dec 15
      - ii. 2015: Mar 10, July 30, Dec 1, Dec 9
      - iii. 2016: Mar 15, May 9, June 30, Nov 28
      - iv. Carolyn seconded the motion.
      - v. All voted yes to approve the minutes.
    - h. Carolyn motioned to approve Chris Cullen sending the AGO correspondence regarding out meeting favorable outcome. Randall Moore seconded the motion. All voted yes.
  6. Randall Moore motioned to adjourn the meeting. Chris Ryan seconded the motion. All voted yes to adjourn. Meeting adjourned the meeting at 8:49pm
-



# Town of Wayland Massachusetts

- Finance Committee**  
 David Watkins (Chair)  
 Gordon Cliff  
 Nancy Funkhouser  
 Jen Gorke  
 Carol Martin  
 Klaus Shigley  
 George Uveges

**Finance Committee Minutes**  
**Monday, January 23, 2017**  
**Wayland Town Building**  
**Council on Aging**

**Attendance:** D. Watkins, G. Cliff, K. Shigley, G. Uveges, C. Martin, J. Gorke, B. Keveny (Finance Director)

**Call to Order:** The Chair, Mr. Watkins, called the meeting to order at 7:00PM and reviewed the agenda.

**Public comment:** Annette Lewis of Claypit Hill Road spoke to clarify her recent public commentary about the China expenses in the school budget. Ms. Lewis noted that this is an example of items in the budget that are difficult to follow. She noted that she hopes by bringing this forward to encourage more transparent account in the budget.

**Finance Director's report:**

Mr. Keveny distributed the quarterly report from the Facilities Director and requested that Finance Committee members send their questions or comments to him so he can share with Mr. Keefe.

Mr. Keveny updated the Finance Committee on the preparation for the Moody's call in mid-February. Moody's specifically requested to review the town's 5 year capital Plan.

Mr. Keveny distributed the FY18 Capital Plan and 5-year Capital Plan

Distribute Updated Crystal Report

Mr. Keveny walked committee members through the general insurance line in the budget. He noted that the increase is largely a result of worker's compensation. The worker's compensation cases impacted the

FY17 budget and will carry over into the FY18 budget. There is currently a deficit of \$73,579.50 in the FY17 budget. Because of this, Mr. Keveny recommends going to the Annual Town Meeting for a transfer. He also noted that he may request \$680,000 for this line item in FY18. Mr. Cliff requested an additional three years of data to get a better understanding of the situation.

Mr. Keveny distributed a memo from Town Administrator, Nan Balmer to Mr. Watkins with the Board of Selectmen's recommendations on new positions and capital requests from their January 17, 2017 meeting. The Board does not support any new positions other than the addition of 6 hours to the office staff position in the Conservation Department. With regard to Capital requests, the Board requested that the Finance Committee fund the following:

- Design and planning for Town Building: Mechanical and Electrical Improvements: \$218,000
- Design and planning for the Fire Station 2 Renovations: \$75,000
- Design and planning for the Town Building Window Replacements: \$65,000

The committee discussed that the Board of Selectman numbers may be incorrect with regard to the town building request which has been subsequently reduced.

#### **Article assignments**

The committee members reviewed the article assignments.

#### **Article process**

Ms. Martin walked committee members through the process of working with sponsors and stakeholders to draft the articles.

Mr. Watkins then reviewed the schedule for the Annual Town Meeting warrant and related Finance Committee meetings.

Mr. Sarkisian noted that one of the articles will need to be submitted and edited late because of a mandated public hearing on February 7<sup>th</sup>.

#### **Issues list**

The committee reviewed the issues list.

#### **Annual Town Meeting Warrant Article Workshop**

At 7:45pm the Finance Committee was joined by the Board of Selectman for the Annual Town Meeting Warrant Article Workshop.

Mr. Watkins reviewed the purpose of the workshop and walked through the high level timeline for the warrant, and the upcoming schedule of meetings for the Finance Committee.

---

The committee then walked through the articles with the sponsors.

**Article E: Personnel Bylaws Wage & Classification**

Mr. Senchyshyn presented this article and explained to the Finance Committee that this is a standard article each year. He noted that the language is placeholder until the Personnel Board votes on a number at their February meeting.

Cherry Karlson, Chair of the Board of Selectman presented Articles A, B, C, D, F, H, I, J, K and L:

**Article A: Recognize Citizens and Employees for Particular Service to the Town**

Ms. Karlson noted that this is a standard article and that there are no details to date.

**Article B: Pay Previous Fiscal Year Unpaid Bills**

Ms. Karlson noted that this is a standard article. At this point she is not aware of any unpaid bills that would need to be addressed at this point but that the plan is to leave this article on the list in the event something comes up between now and Annual Town Meeting.

**Article C: Current Year Transfers**

Ms. Karlson presented this item and noted that there may be one item with regard to the general insurance line.

**Article D: OPEB Funding**

Ms. Karlson reviewed this article and noted that the ownership of this article still needs to be decided between the Finance Committee and the Board of Selectmen.

**Article F: Compensation for Town Clerk**

Ms. Karlson noted that this is a standard article.

**Article H: Rescind Authorized but Unissued Debt**

Ms. Karlson noted that this is a standard article and that we may not have any for this year.

**Article I: Accept Gifts of Land**

Ms. Karlson noted that this is a standard article and that, at this point, there are no gifts of land to address at town meeting.

**Article J: Hear Reports**

Ms. Karlson noted that this is a standard article.

**Article K; Choose Town Officers**

Ms. Karlson noted that this is a standard article.

**Article L: Sell or Trade Vehicles and Equipment**

Ms. Karlson noted that this is a standard article that deals with vehicles over a certain dollar amount.

---

**Article M: Town Clerk to Be Appointed Rather Than Elected**



Ms. Lea Anderson (Sedgemoor Road), a member of the Board of Selectmen, presented Article M. Ms. Anderson explained that the article would start the process of moving from an elected Town Clerk to an appointed Town Clerk. If approved at Annual Town meeting, this would also need the approval of the town on the ballot. Ms. Anderson reviewed other town's experience with this issue.

**Article O: License Permits of Delinquent Taxpayers (Good Standing)**

Ms. Anderson reviewed this article which would adopt a new section in town code to allow the Treasurer to share a list of residents delinquent in paying taxes, fees, or betterments and to share that list with departments that issue permits and licenses. The committee asked a few clarifying questions.

**Article N: Revolving Fund Bylaw**

Ms. Nan Balmer, the Town Administrator, presented this article. Ms. Balmer explained that a new state law requires the town to adopt this bylaw with regard to revolving funds. Ms. Balmer walked through the two parts of the bylaw. Mr. Cliff suggested that as Ms. Balmer and others think matching revenue and costs as they think about revolving funds especially with regard to filed maintenance fees.

**Article P: Authorize Local Voting Rights for Permanent Resident Aliens Residing in Wayland**

Ms. Mary Antes (Old Farm Circle Road), a member of the Board of Selectmen, presented this article which would allow non-citizen residents to vote in local elections. This article has past twice previously in 2006 and 2011. The Finance Committee clarified that for this to happen the State Legislature would need to pass a law after the town approves this.

**Article Q: Limited Site Plan Review – Exempt Uses**

Mr. Sarkis Sarkisian presented this article which would give the Planning department greater review with regard to "uses by right" such as educational, religious, childcare, etc. Mr. Shigley asked for an example. Mr. Sarkisian gave the recent work with The Carroll School as an example. Ms. Linda Segal shared an example about The Goddard School on Route 30.

**Article R: Street Acceptance**

Mr. Sarkis Sarkisian presented this article. Mr. Sarkisian explained the article and noted that the Planning Board and the Board of Public Works are holding a public hearing scheduled for January 30<sup>th</sup> on this issue. Mr. Sarkisian discussed the streets included in the article and a little bit of the history.

**Article S: Preservation of Historically Significant Buildings Through Demolition Delay**

Ms. Elisa Scola (Glezen Lane), Chair of the Historical Commission presented this article which proposes a one-year delay on the demolition of any building at least 100 years old and deemed to be historically significant by the Historic District Commission. This article was in the warrant in 2006. Mr. Lowery from the Board of Public Works asked a clarifying question about if this article applies to public owners and to occupied and unoccupied buildings.

**Article T: Non Medical/Recreational Marijuana Moratorium-Zoning Bylaw Amendment**

Ms. Sarah Greenaway presented this article on behalf of the Youth Advisory Committee. This article would extend the current moratorium for another six months to allow more time for the state to clarify

---

their approach and release regulations on the subject. It was discussed that because this is a zoning bylaw, it requires a two-thirds vote by the Planning Board. The Planning Board vote is scheduled for 2/7.

**Article U: Appropriate Funds for Alternative Use of Town Building Library**

Mr. Bill Sterling presented this article on behalf of the Council on Aging. This article would appropriate \$95,000 to study the current library building and the costs associated with using the library for another municipal use. Mr. Sterling explained that the article limits the spending of money until the library received notice of a grant. Mr. Uveges asked some clarifying questions about the timing and the funding source. Mr. Cliff asked a question about the scope of the study and if it would study all potential municipal uses or just those related to the Council on Aging. Mr. Lowery commented that the town has legal opinions that state that the building cannot be reused for anything other than a library and questioned if the COA or Library had received an opinion that state otherwise.

**Article V: Acceptance of Design for New Library and Approval and Authorization of Library Building Grant Application**

Ms. Aida Gennis (Wayland Hills Road), Chair of Library Board of Trustees presented this article which asks the town to:

- Accept the preliminary design of a new library
- Authorize the town to apply for a grant for library construction
- Authorize the town to accept the money if a grant is awarded

Ms. Gennis clarified that this article does not include a funding request.

**Article W: Authorize Acquisition of an Access and Utility Easement at 89 Stonebridge Road**

Mr. Woody Baston (Cochituate Road), a member of the Board of Public Works presented this article which would create an access and utility easement at the Habitat for Humanity homes at 89 Stonebridge Rd to allow the Town to access the Happy Hollow wells.

**Article X: Transfer Station Access Road Improvements**

Mr. Lowery, Board of Public Works, presented this article which seeks approval to appropriate a sum of money to be expended by the Board of Public Works to rehabilitate access way connecting Route 20 to the existing Solid Waste Transfer Station. This project will meet the requirements of the Order of Conditions issued by the Wayland Conservation Commission in 2013. Mr. Lowery answered questions about the project and site.

**Article Y: Community Preservation Fund General Budget – Set Asides and Transfers**

Ms. Gretchen Schuler (Old Connecticut Path), Chair of the Community Preservation Committee presented this article. This article is a standard article that establishes the annual distribution of Community Preservation Act funds, makes a routine appropriation for administrative purposes, sets aside funds for debt service previously approved by town meeting, and transfer funds that must be used for community house to the Wayland Affordable Housing Trust Fund authorized at a prior town meeting.

**Article Z: Appropriate Funds to Restore Mellen Law Office and Cochituate Town Clock**

Ms. Gretchen Schuler presented this article which would appropriate funds for two community preservation projects: restoration of the Mellen Law office and restoration of the Cochituate town clock.

---

**Article AA: Appropriate Funds to Hire a Housing Consultant**

Ms. Gretchen Schuler presented this article which requests \$20,000 for the Board of Selectmen to fund a Housing Consultant to assist the Board and the Town's housing committees in developing and preserving affordable housing in Wayland. The recommendation stems from a study of the Town's affordable housing program.

**Article BB: Appropriate Funds to Construct Athletic Field at Oxbow Meadows**

Ms. Gretchen Schuler presented this article which seeks an appropriation of \$300,000 for the Wayland Recreation Commission to construct one full-size athletic field with parking at Oxbow Meadows, Oxbow Road. Ms. Schuler reminded the committee that design funds were approved at the 2015 ATM.

**Article CC: Appropriate Funds to Construct ADA Trails and Signs at Dudley Woods**

Ms. Gretchen Schuler presented this article which seeks \$50,000 to be expended to construct ADA accessible trails at Dudley Woods a 7-acre parcel near Dudley Pond. Ms. Schuler reminded the committee that the 2015 ATM allocated \$85,000 toward this goal but an additional \$50,000 is needed to complete the project.

**Article DD: Appropriate Funds to Restore/Replace Windows of First Wayland High School, Now Known as Bradford Hall**

Ms. Gretchen Schuler presented this article which seeks up to \$80,000 to restore/replace the windows of the first Wayland High School, now known as Bradford Hall at 53 Cochituate Road.

**Article EE: Plastic Bag Reduction Bylaw**

Mr. Paul Dale (Grace Road) presented this article which would add a bylaw to town bylaws to eliminate the use of thin-film single-use plastic checkout bags in Wayland. Mr. Dale summarized the proposal and its purpose and described similar efforts in other towns.

**Article FF: Polystyrene Food Container Bylaw**

Mr. Paul Dale (Grace Road) presented this article which proposes to add a bylaw to town bylaws to eliminate food establishment use of polystyrene food and beverage containers and service items. Mr. Dale presented this article and its purpose. He summarized the impacts of polystyrene and other similar efforts. Mr. Dale discussed his methodology for establishing a cost estimate to implement and asked for the Finance Committee's input on that. Ms. Martin pointed out Ms. Julia Junghanns, Director of Public Health, in the audience and noted that Ms. Junghanns should be consulted as a key stakeholder.

After reviewing all of the articles for the Annual Town Meeting, the Finance Committee took a brief recess.

The Committee returned from recess at 9:44PM.

**Review of operating budget for all departments; Discuss Alternatives Recommendation Scenarios & Vote**

---

Mr. Watkins handed out a budget summary. The committee reviewed the document and discussed the Committee's 2.5% target. The committee discussed if the 2.5% target was set for just the operating budget or if that was set with capital, OPEB, free cash, and other.

Mr. Watkins noted that as the budget currently stands, it is \$1,925,000 over the 2.5% target. The committee discussed the overage and some of the factors that led us to this point, including using free cash in previous years to balance the budget. The committee also discussed the components that contributed to the \$1.9 million. Committee members discussed various options for addressing this number and a majority of members agreed that we should seek a reduction of the budget in the range of \$1.2-\$1.5 million. The Committee members discussed the drivers of the \$1.9 million and whether 2017 is an outlier in terms of spending and various ways the Finance Committee could impact this number. Ms. Martin made a motion to authorize the Chairman of the Finance Committee to request that the Town Administrator and the Superintendent of Schools re-evaluate their FY18 proposed submitted budgets and identify \$1.2-\$1.5 million in reductions. Mr. Uveges seconded. The committee discussed the motion.

The motion passed 4 (Shigley, Uveges, Watkins, Martin) – 2 (Cliff, Gorke)

### **Finance Committee Report for Warrant**

The Chair discussed the Finance Committee Annual Report and requested that committee members review and provide edits and comments at a future meeting. Mr. Watkins also discussed his and Ms. Martin's upcoming budget presentation to the Board of Selectmen. Mr. Watkins noted that he will share with the committee the budget hearing presentation from last year so committee members can review and edit.

### **Members' Updates**

Mr. Cliff reminded committee members that at the 1/16/17 meeting, the committee voted that the Chair of the Finance Committee send the Recreation Commission a note that the Finance Committee recommends that \$160,000 from the Recreation Revolving Fund be allocated for field maintenance expenses. Mr. Cliff expressed that, in his opinion, the discussion on this topic at the meeting tonight during Ms. Balmer's presentation counted as notice. Mr. Uveges who made the motion at the 1/17 meeting agreed as did other committee members.

The committee discussed the debt exclusion and the committee's decision not to pursue a debt exclusion. There was a conversation about the levy capacity and the process through which the town would approve a debt exclusion if it were to be recommended and pursued.

### **Meeting minutes**

Ms. Martin made a motion to approve the January 17, 2017 minutes as amended. Mr. Uveges seconded. The motion was approved 6-0.

---

### **Adjourn**

At 10:29 PM, Mr. Uveges made a motion to adjourn. Ms. Martin seconded. The committee voted 6-0 to adjourn.

Respectfully submitted,  
Jen Gorke

**Attachments:**

Facilities Department Capital Projects Activities Report January 6, 2017

Fiscal 2018 Schedule of Appropriation, By Fund-Department

Detail of General Insurance

Wayland Budget Discussion packet – 1-23-17

Draft Finance Committee Annual Report

Proposed Articles for 2017 Annual Town Meeting

---



**TOWN OF WAYLAND – Historical Commission  
June 13, 2017  
Meeting Minutes**

Attendees: Elisa Scola (Chair), Amanda Ciaccio, Rick Conard, John Dyer, Ann Gordon, Tonya Largy, Kay Westcott; Guests: Gretchen Schuler, Peter Hoge and Mindy Hoge

Chair Elisa Scola called the meeting to order at 7:30 pm in the Selectmen’s Hearing Room in the Town Building.

**Update on Stone Bridge Project**

- The PMBC is in charge of the Stone Bridge project; Tonya and Elisa serve on that committee
- Town Meeting approved approximately \$500K to go toward the repair and maintenance of the bridge, and the PMBC is in charge of the project because they have engineers
- The engineering report was completed and the project was put out to bid
- However, PMBC decided to do the permitting themselves, thinking it will be faster and less expensive. They pulled the bid and will re-issue it after the permitting.
- The project will start with stabilizing the base of each arch
- The money currently allotted is expected to cover two arches (or an arch-and-a-half) and then an additional request will need to come before Town Meeting
- Framingham also owns part of the bridge and they will have to get involved if the whole bridge is to be preserved
- Peter and Mindy Hoge asked about the status of the house next to the Stone Bridge that is owned by Conservation, and expressed their support for the bridge’s upkeep

**Update on North and South Cemetery restoration projects**

- The first Invoice from Monument Conservation was presented for Task 1 and 2
- The invoice requests payment of 20% of the contract price, or \$11,360
- The committee voted unanimously to pay the invoice

**Town Record preservation project on line**

- Paper records were preserved in our vault in the Town Building a number of years ago, including Town Meeting minutes from 1780-1990, vital records to 1850, etc.
- A list of documents is attached to these minutes
- We have digital copies and had intended to make them available online, but

haven't yet

- Rick and Tonya have resurrected the discussion with Town Clerk Beth Klein about doing so
- Beth wonders if there is funding to hire an indexer; because these records are scanned, they are not easily searchable
- It was also suggested that when we do post our records, we include a link to Sudbury's online records since our early history is shared
- The WHC agreed that we'd like to put the information online now rather than wait to get it indexed
- Kay will spearhead this with Beth Klein and speak with Beth about getting these records on the Town and Library website, and we will help her look for funding for someone to make them searchable – perhaps an archivist or a researcher

#### **Update on CPC projects**

##### **Castle Gate Pillars**

- Elisa reported that Mike Lowery requested \$12K from the CPC to restore the Castle Gate Pillars and to move them slightly so they are out of harm's way
- Committee members expressed concern that moving them will disrupt the historic integrity of the site
- If the problem is snow plows coming too close and harming them, moving them may only allow the snow plows to widen their path and still harm them
- Could some sort of barrier work better to protect the pillars?
- This would change the look of the pillars and surroundings, but perhaps not as much as moving the pillars
- We could also add historical signage to help drivers and others understand that it is a place of historic significance
- The WHC agreed that it is opposed to moving the pillars and Elisa will communicate this to Mike Lowery

##### **Wall at North Cemetery**

- DPW Director Tom Holder said they may request money from CPC to repair the retaining wall that runs along Route 27 in front of the cemetery
- Stones are falling and being put back in/on the wall but not in an effective or professional way
- DPW will get an estimate on professional repair and we would request the money from CPC

#### **Discussion of Gardescu commemorative bench**

- Using an existing bench is not a sufficient tribute and does not add value
- We haven't yet found the right site, and we need to identify more options

- Rocky Pt, Dudley Woods, Mill Pond and Oxbow Meadows where they are putting in a new field are all possibilities
- We will look at and evaluate these sites to discuss at our July meeting

### **Update on Archaeology**

#### **Dorey House Archaeology Survey**

- UMass is scheduled to do an excavation at the Dorey House
- They sent a supply list, and Amanda researched the items and filled in estimates for some items that did not have costs listed
- Their known costs were \$591 plus shipping, and Amanda's added estimates brought the total to \$952, but this still lacks sufficient information in some cases, such as number of items required
- There were also tasks on the list that Amanda and Tonya agreed not to do
- Tonya suggests a meeting with UMass people to walk over the property and hammer out details
- Tom Holder will work with WHC and our needs in terms of the demolition schedule
- Elisa has asked if we can get inside the Dorey House before it is demolished to document what is there
- It is condemned and possibly not accessible because the flooring is compromised
- Woody Baston will get back to Elisa about whether or not this is possible

#### **Transfer Station Sifting Project**

- We need buckets for the sifting project this weekend
- We have \$172 left for this fiscal year, can get buckets at Home Depot and other equipment we need
- Motion to use \$172 on equipment for archaeology digs passed unanimously
- Rain is forecast for Saturday morning, if it is actively raining it will be canceled
- Two people have expressed interest in coming in addition to Tonya and Amanda and Royce; committee members are encouraged to stop by.

#### **First High School Preservation Restriction**

- Gretchen Schuler presented an update on this project
- The Town will ask the Trinitarian Congregational Church (TCC) to enter into a Preservation Restriction as a condition of receiving funds (\$80K) to refurbish and replace the windows on Bradford Hall
- It is a 30-year restriction, not in perpetuity. The windows will not last the life of the building, so this seemed appropriate and recommended by the CPC
- The church wants to use aluminum clad muntons because maintenance is cheaper; the CPC agreed to a compromise: the windows that face the road will

- have wood muntions to preserve the historic look
- The CPC is waiting to hear from Town Council on the grant agreement and the Preservation Restriction; TCC had also not yet commented on the draft

#### **Update on Railroad and Rail Trail**

- Eversource will be putting the project out to bid soon
- Construction between Concord Rd. in Wayland and Weston-Waltham town line will begin this summer
- On June 5 Rick attended a meeting with members of Weston Historical Commission with VHB and Eversource to discuss artifacts along the way
- VHB and Eversource had prepared a more detailed set of plans that identified the features, whistle posts, ring posts, electrical box, rail rest post, etc. marked on the plans
- They may not save the broken posts on the ground; we may want to do this ourselves before their work begins. These include whistleposts and rail rest posts.
- Rick will do some onsite monitoring when they begin the work
- Cattle passes: Repair work could be in \$5-10K range
- Rick will pursue an estimate on the work from John Wathne, who did the engineering report for Stones Bridge
- Gretchen suggests we write to the Selectmen that this work is imperative to be done while Eversource is doing its work
- DCR will pay for guard rails at cattle passes and we will not have any say in design

#### **Telegraph Pole**

- The telegraph pole west of The Depot fell; the bottom was rotted
- DPW moved it off the trail
- Should we cut off the rotted part and reinstall it?
- Could we find someone who can evaluate this and other artifacts along the trail and give us an estimate on preserving them all?

#### **Discussion of Demolition Delay Bylaw**

- Do we want to submit our article for November Town Meeting?
- Articles due by Aug. 3
- Chris Skelly from Mass Historical Commission may come to our next meeting to help us think about this

#### **Update on WHC budget**

- We have \$172 in one fund, and in another fund we have \$4,196.15
- \$2,500 was for Stones Bridge cleanup: we spent \$500 on first cleaning, and second cleaning was \$900. That leaves about \$1,100.

#### **WHC Chair**

- Elisa would like to step down as chair
- Motion: Create a vice-chair position to learn from and assist the chair, and transition to chair
- The motion passed unanimously
- Kay Gardner-Westcott will fill this role

#### **Review of May 2017 minutes**

- Amended and approved

The meeting was adjourned at 9:50pm

Respectfully submitted,

Ann Gordon



## Acknowledgement of Returned Material(s)

Client Name: Town of Wayland

Job No.: 10.291 B&I

Received the following item(s) from the Northeast Document Conservation Center

- Before Conservation Treatment
- After Conservation Treatment
- Before preservation microfilming/photoduplication
- After preservation microfilming/photoduplication

- 6 record books + 15 previous bindings:
- 8) Town Meeting Minutes 1780-1817
- 9) Vol. 2 Town Meeting Minutes 1812-1853
- 10) Vol. 3 Town Meeting Minutes 1854-1882
- 11) Vol. 4 Town Meeting Minutes 1883-1901
- 12) Vol. 5 Town Meeting Minutes 1901-1919
- 14) Militia Roll 1874-1878 (in original binding)

- 23) Wayland Vital Records to 1850
- 24) Index Book No. 3, Births 1796-1844
- 25) Index Book No. 3 Marriage Intentions
- 26) Index Book No. 3 Deaths 1796-1844
- 27) Index to Deaths 1843-1860
- 28) Marriages Book 3 No. 1 1843-60, 1796-1814
- 29) Book No. 3 Births, Deaths, Marriages
- 30) Sudbury Records Vol. 1 1676-1779

Received by: Leisa M. Toomey

Date: Jan. 18, 2013

Town Clerk  
31) Births, Marriages, Deaths, Acrect No. 1

Northeast Document Conservation Center, 100 Brickstone Square, Andover, MA 01810

17) Chattel Mortgages / Perambulation Writs of Attachment Militia Rosters  
Tel: 978-470-1010

REMOVED BY NEDCC (JONATHAN) 8-2-12

**EXHIBIT B: LIST OF TOWN OF WAYLAND ITEMS/COLLECTIONS**

		<u>Removed</u>	<u>Returned</u>
10-01	Soldiers/Officers 1861 Rebellion	1-23-12	9-26-12
10-02	✓ Volume 1, Wayland Town Meeting Minutes 1780-1817	8-2-12	1-18-13
10-03	✓ Volume 2, Wayland Town Meeting Minutes 1817-1853	8-2-12	1-18-13
10-04	✓ Volume 3, Wayland Town Meeting Minutes 1854-1882	8-2-12	1-18-13
10-05	✓ Volume 4, Wayland Town Meeting Minutes 1883-1901	8-2-12	1-18-13
10-06	✓ Volume 5, Wayland Town Meeting Minutes 1901-1919	8-2-12	1-18-13
10-07	X Wayland Vital Records to 1850	8-2-12	1-18-12
10-08	✓ Marriages Book 3 No. 1, 1843-1860 + 1796-1844 each	8-2-12	1-18-12
*10-09	1130 Manuscript docs/Photostats 1868-1925 Births	1-23-12	6-6-12
*10-10	1600 Manuscript docs 1785-1933 Marriages	1-23-12	6-6-12
*10-11	1350 Manuscript docs 1800-1925 Deaths	1-23-12	6-6-12
10-12	X Index to Deaths 1843-1860 each	8-2-12	1-18-12
10-13	✓ Index Book 3, Deaths 1796-1844 each	8-2-12	1-18-12
*10-14	Road Book 1683-1909	1-23-12	9-26-12
*10-15	Militia Roll 1874-1878	1-23-12	9-26-12
10-16-A	✓ (Bound in one volume; to remain bound in one volume): Militia Rosters 1840-1873; Chatel Mortgages 1843-1859; Perambulations of Town Lines 1839-1864; Writs of Attachment 1842-1865	8-2-12	
*10-17	✓ Sudbury Records 1638-1703, Volume 1 each	1-23-12	9-26-12
*10-18	✓ Sudbury Records 1703-1733, Volume 2 each	1-23-12	9-26-12
10-19	✓ Sudbury, Volume 1 1876-1779 B/M/D	8-2-12	1-18-12
*10-20	✓ Sudbury Records 1733-1760, Volume 3 each	1-23-12	9-26-12
10-21	✓ Sudbury PCT 1, B/M/D 1753-1844	8-2-12	1-18-13

Bring binder w/ marriage documents (flat) picked up on 6/6/12 + returned 8-2-12

Mary Bogan (Dine) 978 470 1010 x 34

		<u>Removed</u>	<u>Returned</u>
10-22	✓ Book 3, B/D/M 1796-1844 E. Sudbury	8-2-12	1-18-13
10-23	✓ Index Book 3, Marriage Intentions each	8-2-12	1-18-13
10-24	✓ Index Book 3, Births 1796-1844 each	8-2-12	1-18-13

### TOWN OF WAYLAND – MINUTES

NAME OF BOARD/COMM: Surface Water Quality Committee

FILED BY: Jack Carr, Member

DATE OF MEETING: Friday June 23, 2017

TIME OF MEETING: 12:00 PM

PLACE OF MEETING: Dudley Pond Mansion Beach (at the foot of Mansion Rd)

ATTENDING: Tom Largy, Lisa Newton, Mike Lowery, Jack Carr, Toni Moores (Toni was not physically present but called in by phone for meeting because of geographic distance) . M. Lowery chaired meeting. All votes taken by individual roll call

#### WSWQC MINUTES 6/23/2017

1. Approval of Minutes – Unanimous approval by all members via roll call
2. Public Comments - none
3. Dudley Pond – Mike Lowery
  - School bus parking - Most likely solution will be for bus parking on the 14 acres in lot south of Route 20. Weston and Sampson engineering are scheduled to meet with DEP to find options.
  - Phosphorus pamphlet OOC re ConCom – both septic and fertilizer brochure mailed to all abutters within 200 yards of Dudley Pond fulfilling OOC
  - Trash barrels and pick-up – Its happening on routine schedule
  - Solitude endorsement re Dudley Pond – all members unanimously approved TOW vendor , Solitude to use Dudley pond as a customer success story. Message will be to illustrate how hand pulling is utilized initially and if not sustainable, herbicide tmt is used every couple of years. But goal is to limit the frequency and square area to be treated with herbicide
4. Heard Pond – Tom Largy
  - a. Vegetation Survey Results – Significant milfoil was found by solitude during the surface inspection
  - b. NOI for Chemical Treatment of Milfoil Analysis – Status NOI hearing conducted by ConCom. Keith at Solitude was not in attendance and could not provide as much insight re; use of Diquat . Since Solitude did not apply for DEP number by the time of the hearing, the conCom could not vote. Tom told ConCom that because the season is getting late that the plan will likely be to use Diquat next Spring on a limited area.
  - c. Water Chestnut Harvesting commences – 2500 plants were pulled last week . Another attempt will occur tomorrow 24 June. Heaviest infestation is in southwest corner of pond. Cost is \$800 per day . this is 12 Man-hours and includes boats and disposal.
  - d. Fiscal Year budgetary realignment for projects – Tom has requested inspection of Heard pond as part of contract with Solitude. Tom purchased the NOI services for \$4000.00. WSWQ allotted \$5000.00. \$7300 (\$900 insurance + 6400 for 8 pull sessions) + \$2400 (additional pull sessions) = \$9700. This \$9700 was moved to 2017 Note that 2016 required 15 sessions. Committee approved toms motion that WSWQ approve \$4000 for 5 pull sessions at Toms discretion (9600- \$5000 = \$4600)

5. Lake Cochituate – Jack Carr -

Lake cleanup day was successful.

Keyhole bridge ownership to be determined by Town of Natick. Natick Rail to trail committee has been reluctant to answer who (which parties ) will be responsible for the upkeep and safety of the tunnel. Closure of tunnel for extended period of time could adversely impact water quality Jack will attend meetings on 11 June and 25 June.

6. Mill Pond – Tom Largy – Hydroraking Project

Hydroraking will begin on Monday. Sand piles have been removed. Tom Holder and Mike Lowery will monitor the progress and speak with the operators when necessary.

7. Committee member's reports and concerns -

a. EPA Stormwater Runoff MS4 Permit – these go into effect July 2017 and phased in and requires identification of all outfalls , sampling thereof and prioritization of those most in need of repair.

Phosphorus, Nitrogen and other biologics measured to make a determination of total dissolved solids in suspension.

(note that toni Moores left meeting at 1:45

9. Next meeting date July 27<sup>th</sup> 7:30 pm

11. Invoice Approval

Solitude \$1950

Mike Lowery Out of pocket costs \$215.85

12. Adjournment – unanimous approval to adjourn at 2:05

---



WJB

RECEIVED

9

JUL 24 2017

Board of Selectmen  
Town of Wayland



**MBTA Advisory Board**

177 Tremont Street, Boston, MA 02111

Tel: (617) 426-6054 Fax: (617) 451-2054

July 20, 2017

TO: Chief Elected Officials  
FR: Paul Regan, Executive Director, MBTA Advisory Board  
Marc Draisen, Executive Director, Metropolitan Area Planning Council  
RE: **Municipal Elections to the Boston Region Metropolitan Planning Organization**

***IMPORTANT DATES:***

- **Nomination Papers Due – Friday, September 29, 2017, at 5:00 PM, to MAPC;**
- **Election – MAPC Fall Council Meeting Wednesday October 25, 2017 at the Quincy Marriott, 1000 Marriott Dr, Quincy, MA 02169**

We are pleased to forward a copy of the election procedures for the elected municipal seats on the Boston Region Metropolitan Planning Organization (MPO). The MPO decision-making board is responsible for planning and programming federal financial resources for a multi-modal transportation system for the 101 municipalities in the Boston metropolitan region. (An overview of MPO member responsibilities is included as Attachment C of the Official Notice of Elections.)

There are four seats on the MPO up for election: the MPO seat currently held by the City of Everett representing the 23 cities in the region, the seat currently held by the Town of Lexington representing the 78 Towns in the region, the seat currently held by the City of Beverly representing the North Shore Task Force (NSTF) sub-region, and the seat currently held by the Town of Medway representing the South West Advisory Planning Committee (SWAP) sub-region.

**Any city in the region may run for the open City seat and any town in the region may run for the open Town seat, while only municipalities from either the NSTF or SWAP sub-regions may seek nominations to run for those respective open sub-regional seats.**

The MPO has 22 voting members, which currently include representatives from the following:

State Agencies and Authorities

Massachusetts Department of Transportation (MassDOT) with three seats appointed by the Secretary of Transportation, at least one of which is from its Highway Division

Massachusetts Bay Transportation Authority (MBTA)

Massachusetts Port Authority (Massport)

### Regional Councils

Metropolitan Area Planning Council (MAPC)  
MBTA Advisory Board  
Regional Transportation Advisory Council (RTAC)

### Municipalities

City of Boston with two seats

Eight (8) elected municipalities representing each of the eight MAPC sub-regions:

Inner Core Committee: Somerville  
Three Rivers Inter-local Council: Norwood  
South West Area Planning Committee: Medway  
MetroWest Regional Collaborative: Framingham  
North Suburban Planning Council: Woburn  
North Shore Task Force: Beverly  
Minuteman Advisory Group on Inter-local Coordination: Bedford  
South Shore Coalition: Braintree

Four (4) elected municipalities serving at-large seats:

Two (2) cities filling at-large seats: Newton and Everett  
Two (2) towns filling at-large seats: Arlington and Lexington

All twelve elected municipal seats (including the sub-regional seats) are elected by all of the 101 municipalities in the Boston Region MPO area. Each of the 101 municipalities may vote for one (1) municipality for each of the four (4) open seats.

The election will be held at MAPC's Fall Council Meeting on October 25th at the Quincy Marriot.

In order to qualify to be on the ballot, each chief elected official who wishes to be a candidate must secure the signatures of five chief elected officials in the region, including their own.

**Chief elected officials may only sign nomination papers for one municipality per sub-region for the two open sub-regional seats, and one each for the open town and city seats. Nominations are due to MAPC by 5:00 PM on Friday, September 29, 2017 and must be filed in person or by mail at the MAPC, 60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111. Faxes or emails will not be accepted.**

A copy of the official notice and procedures for nomination and election to the MPO are attached. If you have questions, please call Eric Bourassa (617) 933-0740 or Paul Regan at (617) 426-6054.

### Attachments:

Official Notice, including Attachments A - C  
Nomination Papers  
Statement of Candidacy

---

# Official Notice

## 2017 Boston Region MPO Municipal Election Procedures

At the MAPC Fall Council Meeting, on Wednesday October 25, 2017 at the Quincy Marriot, elections will be held for four (4) of the twelve (12) elected municipal seats on the Boston Region Metropolitan Planning Organization (MPO). At that time one of the at-large City seats and at-large Town seats, as well as the North Shore Task Force (NSTF) and South West Advisory Planning Committee (SWAP) seats, will be elected to the MPO by the chief elected officials of the 101 municipalities which constitute the Boston metropolitan region. Pursuant to the MPO Memorandum of Understanding, approved on July 7, 2011, MAPC and the MBTA Advisory Board (Advisory Board) administer the election of the municipal representatives to the MPO.

### *MPO Seats Up For Election*

One (1) town from any part of the MAPC region.  
One (1) city from any part of the MAPC region.  
One (1) municipality from the NSTF sub-region.  
One (1) municipality from the SWAP sub-region.  
Terms of election on the MPO are for three years.

### *Nomination Process*

Nominees for the elected municipal seats shall be the chief elected official of the municipality. In cities this is the Mayor or, if the city does not have the office of Mayor, then the Chairman of the Council, with the exception of Plan E cities (Cambridge) in which case it shall be the City Manager. In towns, the chief elected official is the Chairman of the Board of Selectmen. The MPO will accept the Chairman's nomination of a candidate whether or not the full Board of Selectman has voted it.

A nominee for an open municipal seat must receive five nominations made by any chief elected official from the Boston region, regardless of which sub-region they are from. A chief elected official may nominate his or her municipality and that nomination shall count as one of the five nominations needed to place a municipality on the ballot. Each chief elected official may only sign nomination papers for one municipality per open seat.

**Nominations papers are due on Friday, September 29, 2017 to MAPC by 5:00 PM and must be filed in person or by mail at MAPC, 60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111, Attn: MPO Elections. Faxes or emails will not be accepted. Nomination papers shall include a statement of candidacy (250 word limit) of the community, also due at this time.**

### *Voting Process*

Each of the 101 municipalities may vote for one (1) municipality for each of the four (4) open seats.

### *Ballot*

A ballot will be prepared by MAPC and the Advisory Board based on the certification of nomination papers. The ballot shall contain a list of the nominated municipalities. Candidate communities shall appear on the ballot in an order drawn by lot by designated officers of MAPC and the Advisory Board. The subregion of each of the communities shall be identified on the ballot. A candidates' booklet shall be issued that shall contain the statement of candidacy of the communities. The list of communities shall appear in the booklet in the same order that they appear on the ballot. In a second mailing, MAPC and the Advisory Board will include an absentee ballot and instructions for how municipalities can cast their vote.

***Opportunities for Discussion with Representatives of the Candidate Communities***

The Metropolitan Area Planning Council and the MBTA Advisory Board shall provide appropriate opportunities for the electorate to meet representatives of candidate communities and discuss issues. In 2017, this may be accomplished by holding a Candidates Forum at the State Transportation Building in early October (date and time TBD).

***Election***

The election will be held at MAPC's Fall Council Meeting on October 25th at the Quincy Marriot. On that day, the designated officers of MAPC and the Advisory Board shall supervise the election to the municipal seats. Ballots shall be cast by the chief elected official of the municipality (as defined by the rules for nominees), or that person's designee. Designees shall present a letter signed by the chief elected official to the designated officers of MAPC and of the Advisory Board 30 minutes prior to the convening of the election on election day. This letter will appoint the designee and confirm his or her authority to cast the municipality's ballot. Such a designation shall be delivered in person or by mail. Designees may represent only one municipality in the election. The designation may require the designee to vote for specific individuals or may vest discretion in the designee.

If the chief elected official is unable to attend the election and does not designate another individual to attend, an absentee ballot may be filed. Such an absentee ballot must be filed by 5 PM the day before the election with the Metropolitan Area Planning Council, 60 Temple Place, Boston, MA 02111. No faxes will be accepted. This ballot is valid for any election (e.g. run off election in case of a tie) held on the day of the MPO election for which the candidates selected on the ballot are still eligible to receive votes.

The MPO seat is held by the municipality. The chief elected official (or their official designee) shall represent the municipality throughout the municipality's term of office.

The designated officers of MAPC and of the Advisory Board shall certify the results of the election to the chairman of the MPO by 12 noon on the Friday following the election.

## MAPC Sub-regions

SUBREGION	COMMUNITIES
<b>North Shore Task Force</b>	Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester-by-the-Sea, Marblehead, Middleton, Nahant, Peabody, Rockport, Salem, Swampscott, Topsfield, Wenham
<b>North Suburban Planning Council</b>	Burlington, Lynnfield, North Reading, Reading, Stoneham, Wakefield, Wilmington, Winchester, Woburn
<b>Minuteman Advisory Group Interlocal Coordination (MAGIC)</b>	Acton, Bedford, Bolton, Boxborough, Carlisle, Concord, Hudson, Lexington, Littleton, Lincoln, Maynard, Stow, Sudbury
<b>MetroWest Regional Collaborative</b>	Ashland, Framingham, Holliston, Marlborough, Natick, Southborough, Wayland, Wellesley, Weston
<b>South West Advisory Planning Committee (SWAP)</b>	Bellingham, Dover, Franklin, Hopkinton, Medway, Milford, Millis, Norfolk, Sherborn, Wrentham
<b>Three Rivers (TRIC)</b>	Canton, Dedham, Dover, Foxborough, Medfield, Milton, Needham, Norwood, Randolph, Sharon, Stoughton, Walpole, Westwood
<b>South Shore Coalition</b>	Braintree, Cohasset, Duxbury, Hanover, Hingham, Holbrook, Hull, Marshfield, Norwell, Pembroke, Rockland, Scituate, Weymouth
<b>Inner Core</b>	Arlington, Belmont, Boston, Brookline, Cambridge, Chelsea, Everett, Lynn, Malden, Medford, Melrose, Milton, Newton, Quincy, Revere, Saugus, Somerville, Waltham, Watertown, Winthrop



## Metropolitan Area Planning Council 101 Cities and Towns

### *Cities*

Beverly	Lynn	Revere
Boston	Malden	Salem
Braintree	Marlborough	Somerville
Cambridge	Medford	Waltham
Chelsea	Melrose	Watertown*
Everett	Newton	Weymouth
Franklin*	Peabody	Woburn
Gloucester	Quincy	

*\*MAPC Legal Counsel has rendered an opinion that Franklin and Watertown are defined as cities for the purpose of the MPO Election.*

### *Towns*

Acton	Hopkinton	Randolph
Arlington	Hudson	Reading
Ashland	Hull	Rockland
Bedford	Ipswich	Rockport
Bellingham	Lexington	Saugus
Belmont	Lincoln	Scituate
Bolton	Littleton	Sharon
Boxborough	Lynnfield	Sherborn
Brookline	Manchester	Southborough
Burlington	Marblehead	Stoneham
Canton	Marshfield	Stoughton
Carlisle	Maynard	Stow
Cohasset	Medfield	Sudbury
Concord	Medway	Swampscott
Danvers	Middleton	Topsfield
Dedham	Milford	Wakefield
Dover	Millis	Walpole
Duxbury	Milton	Wayland
Essex	Nahant	Wellesley
Foxborough	Natick	Wenham
Framingham	Needham	Weston
Hamilton	Norfolk	Westwood
Hanover	North Reading	Wilmington
Hingham	Norwell	Winchester
Holbrook	Norwood	Winthrop
Holliston	Pembroke	Wrentham

## Overview of MPO Member Responsibilities

### Background:

The Metropolitan Planning Organization (MPO) is established as a required part of the transportation planning process under federal law. It is responsible for planning and programming federal financial resources for a multi-modal transportation system for the Boston metropolitan region. The MPO was established in 1973.

The Boston Region MPO Memorandum of Understanding (MOU) that details the governing structure and process of the MPO can be viewed at [bostonmpo.org/mpo](http://bostonmpo.org/mpo)

### Specific Responsibilities:

The MPO must prepare and approve several plans and programs on an annual basis. These include:

- The Unified Planning Work Program (UPWP), which programs funds for transportation planning programs in the region;
- The Transportation Improvement Program (TIP), which programs federal (and matching state and local) funding for surface transportation projects (highway and transit).

The MPO also prepares and approves several other plans and programs as required. These include:

- The Long-Range (or Regional) Transportation Plan (LRTP), which provides a 20- to 25-year plan for the region's transportation infrastructure to address needs and priorities; and
- The conformity of all surface transportation plans and programs with applicable federal laws (including air quality, the Americans with Disabilities Act, and Title VI and Environmental Justice).

### MPO Meetings:

Meetings are held as needed to accomplish the MPO's business. Typically, two MPO meetings are held each month, and all but four are held in Boston at the state transportation building. Up to four MPO meetings (one per quarter) are held in a community outside of Boston. MPO meetings typically begin at 10 AM on the first and third Thursday of the month, and last approximately two to three hours.

The MPO has the authority to establish necessary committees to accomplish its responsibilities. Recent experience suggests that the municipal members of the MPO or their designees attend at least two meetings per month to accomplish the work of the MPO.

# 2017 MPO Statement of Candidacy

(250 Word Limit)

**Municipality:** \_\_\_\_\_

**Chief Elected Official:** \_\_\_\_\_

**(Suggestions include a brief statement of qualifications; comments on the importance of transportation to the region; and expectations for the Boston Metropolitan Planning Organization)**

---

# 2017 MPO Election Nomination Papers

<b>Nominated Community</b>	<b>Name of Chief Elected Official</b>	<b>Signature</b>
<b>Open MPO Seat Community is Running For (only check one)</b>	<input type="checkbox"/> <b>North Shore Task Force Seat</b>	<input type="checkbox"/> <b>SWAP Seat</b>
	<input type="checkbox"/> <b>City Seat</b>	<input type="checkbox"/> <b>Town Seat</b>

## Endorsers

<b>Nominating Community</b>	<b>Name of Chief Elected Official</b>	<b>Signature</b>

Individual endorsements may be attached as a separate letter but must specify the municipality and the official being nominated and must be signed by the chief elected official of the endorsing community.

**Please return in person or by mail  
 By 5 PM on Friday, September 29, 2017 to:  
 Marc Draisen, Executive Director  
 Metropolitan Area Planning Council  
 60 Temple Place  
 Boston, MA 02111**

Phone inquiries to  
 Eric Bourassa, MAPC (617) 933 -0740  
 Paul Regan, MBTA Advisory Board (617) 426-6054



Commonwealth of Massachusetts  
**DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Komegay, Undersecretary

n-83  
10

July 18, 2017

**RECEIVED**

**JUL 24 2017**

Board of Selectmen  
Town of Wayland

Ms. Lea Anderson, Chairman  
Wayland Board of Selectman  
41 Cochituate Road  
Wayland MA 01778

Dear Ms. Anderson,

**Wayland Housing Production Plan – Certification Determination**

On June 21, 2017, the Department of Housing and Community Development (DHCD) received the Town of Wayland's request for Housing Production Plan (HPP) Certification. The request for certification was based on the Municipal Compliance on the following projects:

- Commonwealth Residences /52 units/ SHI ID # 9049
- Village Lane / 2 units/ SHI ID # 10041
- 97 Stonebridge/ 4 units/ SHI ID# 9686

In order to be counted for certification of Municipal Compliance the following must be achieved:

- Housing units affordable to low and moderate income households have been produced and are initially eligible during one calendar year, the same calendar year for which certification is requested.
- The units must consist of at least 0.5% (25 units) of year round housing units.
- All units produced are eligible to be counted on the Subsidized Housing Inventory (SHI).
- All units have been produced in accordance with the approved HPP and DHCD Guidelines.

According to the certification request, the permitting history of the projects is as follows:

The comprehensive permit for Commonwealth Residences was issued in 2008 and amended on February 18, 2009. The building permits were issued on June 9, 2015 and occupancy permits were issued on December 16, 2016.

The comprehensive permit for the project referred to as Village Lane (aka Craftsman Village) was issued on January 25, 2008. The building permits were issued on September 7, 2014 and the occupancy permit was issued on September 26, 2016.

The Site Plan for the Local Initiative Program units at Stonebridge Road was issued by the Planning board on July 2, 2012 (DHCD notes that SHI records indicate that the units were permitted pursuant to a comprehensive permit issued on May 1, 2013). The building permits were issued on December 12, 2013 and occupancy permit were issued on February 2, 2017.


As the units referenced above were initially eligible for the SHI in calendar years prior to 2017 (2008/2009 and 2013), the Town of Wayland HPP Certification is denied.



**Wayland Housing Production Plan – Certification Determination**  
**Page 2.**

I have included an updated SHI for the Town's records. The Town's current SHI count is 5.08%. If you have any questions or need assistance, please contact Phillip DeMartino, Technical Assistance Coordinator, at (617) 573-1357 or [Phillip.DeMartino@state.ma.us](mailto:Phillip.DeMartino@state.ma.us).

Sincerely,



Chrystal Kornegay  
Undersecretary  
Department of Housing and Community Development

cc Nan Balmer, Town Manager, Wayland  
Sarkis Sarkisian, Town Planner, Wayland

Attachment

---

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

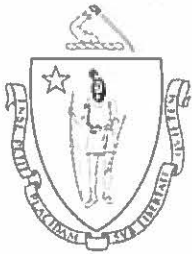
**Wayland**

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
3291	Scattered Sites	36 Mitchell St. & scattered sites	Rental	25	Perp	No	HUD
3292	The Schoolyard	106 Main St.	Rental	55	Perp	No	HUD
3293	Bent Park	Bent Ave.	Rental	56	Perp	No	HUD
3294	Greenways	Green Way	Ownership	4	2050	No	DHCD
3295	Millbrook	Millbrook Road	Ownership	2	Perp	No	DHCD
3296	Willow Brook	Willowbrook Drive	Ownership	6	Perp	No	DHCD
3735	Plain Road	Plain Road	Ownership	1	Perp	No	DHCD
4500	DDS Group Homes	confidential	Rental	3	N/A	No	DDS
9049	Commonwealth Residences	371-373 Commonwealth Road	Rental	52	Perp	YES	MHP
9115	Nike Site	89 Oxbow Rd/Trout Brook Rd	Ownership	11	Perp	YES	DHCD
9117	Wayland Gardens	336 Commonwealth Rd	Ownership	3	Perp	YES	FHLBB
9520	Sage Hill	Sage Hill Road	Ownership	1	Perp	NO	DHCD
9683	Wayland Commons	Old Sudbury Road	Ownership	11	Perp	YES	MassHousing
9684	Post Road Village/Wayland Forrest	137 Boston Post Road	Ownership	4	Perp	YES	MassHousing
9685	The Residences at Wayland Center	39 Andrew Avenue	Rental	12	Perp	NO	DHCD
9686	Habitat for Humanity- 89 Stonebridge Rd	89 Stonebridge Road	Ownership	4	Perp	YES	DHCD
10041	Craftsman Village	225 Old Connecticut Path	Ownership	2	Perp	YES	MassHousing
<b>Wayland Totals</b>				<b>252</b>	<b>Census 2010 Year Round Housing Units</b>		<b>4,957</b>
					<b>Percent Subsidized</b>		<b>5.08%</b>

7/18/2017

This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

11



THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL

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

MAURA HEALEY  
ATTORNEY GENERAL

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

July 21, 2017

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

**RE: Wayland Annual Town Meeting of April 2, 2017 - Case # 8302  
Warrant Article # 14 (Zoning)  
Warrant Article # 5, 23 and 24 (General)**

Dear Ms. Klein:

Articles 5, 23 and 24 - We approve Articles 5, 23 and 24 from the April 2, 2017 Wayland Annual Town Meeting.<sup>1</sup> Our comments regarding Article 5 are provided below.

Article 5 - Article 5 amends the Town's general by-laws by inserting a new Section 19-10, "Revolving Funds." General Laws Chapter 44, Section 53E ½, requires revolving funds to be established by by-law. Section 53E ½ authorizes municipalities to establish revolving funds for "any fees, charges or other receipts from the departmental programs or activities supported by the revolving fund," to be accounted for separately from other monies in the town, and authorizes expenditures from such fund without further appropriation, subject to the provisions of Section 53E ½. According to the Department of Revenue/Division of Local Services (DOR/DLS), the purpose of a departmental revolving fund is to enable the department to separately account for money received from a specific program or activity and to make expenditures from that separate account for that specific program or activity.

However, according to DOR/DLS, not all receipts may lawfully be deposited in a revolving fund. For example, property taxes, motor vehicle taxes, or revenues from general municipal activities, rather than those of a particular department, are not properly categorized as "fees, charges or other receipts from the departmental programs or activities supported by the revolving fund." See G.L. c 44, § 53 and 53E ½. In addition, receipts reserved by law (for example betterment payments under G.L. c. 44, § 53J), or receipts authorized by law for expenditure for a particular purpose (for example, local acceptance of G.L. c. 44B, Community

<sup>1</sup> Due to a deficiency in the procedural adoption of Article 14, on June 30, 2017, we placed Article 14 on 299 hold in accordance with Chapter 299 of the Acts of 2000.

Preservation Act), are expressly prohibited from being included in a revolving fund under the statute.

The DOR/DLS has published several informational guidelines to provide information regarding municipal revenues and special funds. In particular, DOR/DLS has published Bulletin 2017-01B, "Authorization of Departmental Revolving Funds and Model By-law/Ordinance:"

<http://www.mass.gov/dor/docs/dls/publ/bull/2017/2017-01b.pdf>

and an "Overview of Statutory Treatment of Municipal Revenues:"

<http://www.mass.gov/dor/docs/dls/training/overview.pdf>

We approve the by-law created under Article 5. However, the Town should consult closely with Town Counsel to ensure that receipts designated for each revolving fund are not already reserved under other funds or statutes, and are properly included in the designated revolving fund. In addition, the Town should consult closely with Town Counsel to ensure that any deposits into a revolving fund are properly from "fees, charges or other receipts" associated with a specific departmental program or activity and that the funds are expended in connection with that specific program or activity, not for the general use of the department.

Further, G.L. c. 44, § 53E ½, requires the establishment of any revolving fund to be "made not later than the beginning of the fiscal year in which the fund shall begin." The Town established these revolving funds by by-law at a vote of Town Meeting on April 2, 2017, apparently with the intention that these funds be used during Fiscal Year 2018 (beginning July 1, 2017). According to DOR/DLS, all receipts collected during Fiscal Year 2018 can be credited to the revolving funds created under Article 5. The Town should consult with Town Counsel and/or DOR/DLS with any questions on this issue.

In light of the above, we offer specific comments on certain revolving funds.

1. School Department: Curriculum.

Pursuant to the provisions of G.L. c. 44, § 53E ½, the Town has established several departmental revolving funds, including "School Department: Curriculum." The by-law states that the revenue source for the School Department Curriculum Fund is "[f]ees paid for student instructional materials" to be used for the "payment of costs for student instructional materials." General Laws Chapter 44, Section 53E ½, provides that the following receipts may not be used as a revenue source for a revolving fund: "receipts reserved by law or as authorized by law for expenditure for a particular purpose."

According to DOR/DLS, many fees, charges or other receipts pertaining to schools are not properly deposited into a departmental revolving fund because these school related fees have previously been designated by the Legislature for other specific funds. DOR/DLS has published a chart pertaining to specific school revolving funds to assist municipalities in determining where certain school related fees must, or may by local option, be deposited:

<http://www.mass.gov/dor/docs/dls/training/revolvingfundchartschool.pdf>

The Town should work closely with Town Counsel and DOR/DLS to review the "School Department: Curriculum" fund to determine whether such fees are properly accounted for in a departmental revolving fund under G.L. c. 44, § 53E ½, or whether these school fees need to be accounted for in a separate school specific revolving fund, as detailed in the DOR/DLS link provided above.

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

Very truly yours,

MAURA HEALEY  
ATTORNEY GENERAL

*Nicole B. Caprioli*

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

cc: Town Counsel Carolyn M. Murray





**Massachusetts**  
**Housing**  
**Partnership**

July 20, 2017

Ms. Lea Anderson, Chair  
Board of Selectmen  
Town of Wayland  
41 Cochituate Road  
Wayland, MA 01778

RE: Commonwealth Residences, 373 Commonwealth Road, Wayland, MA

Dear Ms. Anderson:

The purpose of this letter is to provide the Town of Wayland with a copy of the final cost certification completed by Marcum Accountants/Advisors on behalf of 373 Commonwealth Residence, LLC for the subject 40B rental development and to confirm that the Massachusetts Housing Partnership, as Chapter 40B Subsidizing Agency, has reviewed and found acceptable the final cost certification in accordance with the Commonwealth's Inter-Agency 40B Rental Cost Certification Guidance ("Cost Certification Guidance").

The Cost Certification Guidance provides that the Subsidizing Agency will deliver to the municipality a copy of the Owner's CPA's report with the Subsidizing Agency's determination of the Owner's compliance with the Commonwealth's Comprehensive Permit Rules (M.G.L. Chapter 40B, 760 C.M.R. 56.00, and the Comprehensive Permit Guidelines issued by the Massachusetts Department of Housing and Community Development). The municipality may evaluate the report for accuracy (e.g., absence of material errors). The Subsidizing Agency will review any accuracy concerns identified by the municipality and will thereafter make a final determination of the Owner's compliance with the Comprehensive Permit Rules.

Please provide any comments in writing within 30 days as provided for under the Cost Certification Guidance. Please free to call me with any questions at (857) 317-8552.

Sincerely,

David Hanifin  
Senior Loan Officer

Enclosures  
Cost Certification with Attachments A – D, G  
Att E – Architect's Certification

160 Federal Street  
Boston, Massachusetts 02110  
Tel: 617-330-9955  
Fax: 617-330-1919

462 Main Street  
Amherst, Massachusetts 01002  
Tel: 413-253-7379  
Fax: 413-253-3002

[www.mhp.net](http://www.mhp.net)

**RECEIVED**

**JUL 24 2017**

Board of Selectmen  
Town of Wayland

**373 COMMONWEALTH RESIDENCE, LLC  
COMMONWEALTH RESIDENCES, WAYLAND**

**COST SCHEDULES (40B DEVELOPMENTS – NO TAX CREDITS)**

**PROJECT PERIOD DECEMBER 20, 2014 – DECEMBER 20, 2016**

---

**373 COMMONWEALTH RESIDENCE, LLC  
COMMONWEALTH RESIDENCES, WAYLAND**

**CONTENTS**

---

**Independent Accountants' Report .....1**

**Attachments**

Attachment A – Schedule of Actual and Budgeted Development  
Sources and Uses ..... 2 - 6

Attachment B – Schedule of Total Chapter 40B Maximum  
Allowable Developer Fee and Overhead .....7

Attachment C – Schedule Showing Calculation of Owner's  
Equity and Limited Dividend Under Chapter 40B .....8

Attachment D – Owner's Certificate ..... 9 - 14

Attachment G – General Contractor's Certificate ..... 15 - 16

**Notes to Schedules..... 17 - 18**

---



ATTACHMENT H

INDEPENDENT ACCOUNTANTS' REPORT

To the Owners of 373 Commonwealth Residence, LLC

We have examined the accompanying Schedule of Actual and Budgeted Development Costs, Schedule of Total Chapter 40B Maximum Allowable Developer Fee and Overhead, Total Chapter 40B Project Development Costs, and Schedule Showing Calculation of Owner's Equity under Chapter 40B of 373 Commonwealth Residence, LLC for the project period December 20, 2014 – December 20, 2016 (hereinafter referred to as the "Schedules"). Management is responsible for the Schedules in accordance with the accounting practices prescribed by the requirements of the Inter-Agency 40B Rental Cost Certification Guidance for Owners, certified Public Accountants and Municipalities set forth in Note 1. Our responsibility is to express an opinion on the Schedules based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Schedules are in accordance with the criteria, in all material respects. An examination involves performing procedures to obtain evidence about the Schedules. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of the Schedules, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Related Parties have been disclosed in the accompanying schedule and notes.

In our opinion, the Schedules present fairly, in all material respects, the Chapter 40B Maximum Allowable Developer Fee and Overhead, Total Chapter 40B Project Development Costs and Calculation of Owner's Equity under Chapter 40B of 373 Commonwealth Residence, LLC for the project period December 20, 2014 – December 20, 2016, in conformity with the Guidance.

As discussed in Note 5 to the Schedules, 373 Commonwealth Residence, LLC received new information on the appraised value of the property, and determined that the As-Complete appraised value should be restated. The value decreased by \$1,250,000. Our opinion is not modified with respect to this matter.

This report is intended solely for the information and use of the owners of 373 Commonwealth Residence, LLC, Subsidizing Agencies (Massachusetts Department of Housing and Community Development, Massachusetts Housing Partnership, MassHousing and MassDevelopment), and the Town of Wayland, MA and is not intended to be and should not be used by anyone other than these specified parties.

*Marcum LLP*

Providence, RI  
July 19, 2017



**ATTACHMENT A – SCHEDULE of ACTUAL and BUDGETED DEVELOPMENT SOURCES AND USES**  
(40B Developments not using Tax-Credits)

DHCD, MassHousing, MassDevelopment, MHP  
(Numbering Per Section 3 of the One-Stop 2000 v1 19)

Date of form: 3/14/2016

DEVELOPMENT NAME: Commonwealth Residences  
 DEVELOPMENT ENTITY: 373 Commonwealth Residence, LLC  
 Project No: 50-313  
 Gross Residential Sq Ft: 55,960  
 Time Period Covered: 12/28/14 - 12/20/16  
 Date of this Report: July 19, 2017  
 Prepared by: Kimberley Thompson  
 Name and Title

Street Address: 371-373 Commonwealth Road  
 City or Town: Westland  
 Total No. of Units: 52  
 Affordable Unit Percentage: 25 IMP%

373 Commonwealth Residence, LLC  
 Company or Organization Represented

One-Stop Reference No	USES OF FUNDS	Special Data	Final Approved Budget	Actual Costs Paid to Date	Accounts Payable Balances	b + c Total Actual Costs	a - d (Over)/Under Budget
-----------------------	---------------	--------------	-----------------------	---------------------------	---------------------------	-----------------------------	------------------------------

160	<i>Pre-Permit Land Value for 40B Limited Dividend (to be inverted by developer's accountant). This is shown for 40B purposes; it is not part of Calculations in this Attachment A, but is used in Max Fee and Adjusted TIC calculations on Attachments B and C. See definition on the Pre-Permit Land Value Definition tab.</i>		\$3,200,000				
-----	---	--	-------------	--	--	--	--

**Acquisition Costs**

161	Acquisition: Land		\$2,900,000	\$2,900,000	\$0	\$2,900,000	\$0
162	Acquisition: Building		\$0	\$0	\$0	\$0	\$0
163	Subtotal - Acquisition Costs		\$2,900,000	\$2,900,000	\$0	\$2,900,000	\$0

**Construction Costs - Structural**

143a	Building Structure Costs*		\$9,915,000	\$8,020,753	\$199,743	\$8,220,496	\$1,694,504
143b	Contingency		\$100,000	\$247,000	\$0	\$247,000	\$258,000
143c	Sub-Total - Building Structure Costs		\$10,015,000	\$8,267,753	\$199,743	\$8,467,496	\$1,952,504

\* NOTE: At its sole discretion, the Subsidizing Agency may require line item detail for building structure costs.

Total ACTUAL Structural Building Cost per Residential Unit:	158036.4615						
Total ACTUAL Structural Building Cost per Gross Residential Sq Ft:	\$148.90						

See independent accountants' report 2



**ATTACHMENT A -- SCHEDULE of ACTUAL and BUDGETED DEVELOPMENT SOURCES AND USES**  
 (400 Developments not using Tax-Credits)

DHCD, Massachusetts, MassDevelopment, MHP

**Construction Costs -- Site Work**

144	Earth Work		\$715,000	\$1,003,858	\$0	\$1,003,858	(\$218,858)
145	Site Utilities		\$0	\$34,316	\$0	\$34,316	(\$34,316)
146	Roads & Walks		\$0	\$0	\$0	\$0	\$0
147	Site Improvement		\$0	\$5,562	\$0	\$5,562	(\$5,562)
148	Lawns & Planting		\$0	\$169,109	\$12,500	\$181,609	(\$181,609)
149	Geotechnical Conditions		\$0	\$0	\$0	\$0	\$0
150	Environmental Remediation		\$0	\$0	\$0	\$0	\$0
151	Demolition		\$0	\$35,278	\$0	\$35,278	(\$35,278)
152	Unusual Site Cond		\$0	\$0	\$0	\$0	\$0
153	<b>Subtotal -- Site Work</b>		<b>\$715,000</b>	<b>\$1,248,123</b>	<b>\$12,500</b>	<b>\$1,260,623</b>	<b>(\$472,623)</b>

154	<b>Subtotal -- Total Improvement Costs (Structural + Sitework)</b>		<b>\$11,200,000</b>	<b>\$9,510,876</b>	<b>\$212,243</b>	<b>\$9,723,119</b>	<b>\$1,476,881</b>
-----	--	--	---------------------	--------------------	------------------	--------------------	--------------------

**Construction Costs -- General Conditions and Builders Overhead & Profit**

155	General Conditions		\$0	\$731,800	\$0	\$731,800	(\$731,800)
		<i>ACTUAL General Conditions Percent</i>	7.5%				
157	Builders Overhead		\$0	\$225,000	\$0	\$225,000	(\$225,000)
		<i>ACTUAL Builders Overhead Percent</i>	2.3%				
158	Builders Profit		\$0	\$100,000	\$0	\$100,000	(\$100,000)
		<i>ACTUAL Builders Profit Percent</i>	1.0%				
	<b>Subtotal -- General Conditions and Builders Overhead &amp; Profit</b>		<b>\$0</b>	<b>\$1,056,800</b>	<b>\$0</b>	<b>\$1,056,800</b>	<b>(\$1,056,800)</b>

159	<b>TOTAL Construction Costs</b>		<b>\$11,200,000</b>	<b>\$10,567,676</b>	<b>\$212,243</b>	<b>\$10,779,919</b>	<b>\$420,081</b>
-----	---------------------------------	--	---------------------	---------------------	------------------	---------------------	------------------

	<i>Total ACTUAL Total Construction Costs per Residential Unit</i>	\$207,306					
	<i>Total ACTUAL Total Construction Costs per Gross Residential Sq Ft</i>	\$192.64					

**ATTACHMENT A – SCHEDULE of ACTUAL and BUDGETED DEVELOPMENT SOURCES AND USES**  
(40B Developments not using Tax-Credits)

DHCD, Mass Housing, MassDevelopment, MHP

One-Step Reference No.	USES OF FUNDS	Special Data	a	b	c	d	e
			Final Approved Budget	Actual Costs Paid to Date	Accounts Payable Balances	b + c	a - d
						Total Actual Costs	(Over)/Under Budget
<b>General Development Costs</b>							
167	Architecture and Engineering		\$520,000	\$488,850	\$16,000	\$504,850	\$75,150
168	Survey, Permits, Etc		\$40,000	\$149,639	\$0	\$149,639	(\$109,639)
169	Clerk of the Works		\$0	\$0	\$0	\$0	\$0
170	Environmental Engineer		\$3,000	\$0	\$0	\$0	\$3,000
171	Bond Premium		\$0	\$0	\$0	\$0	\$0
172	Legal		\$81,000	\$111,679	\$0	\$111,679	(\$30,679)
173	Title and Recording		\$10,000	\$0	\$0	\$0	\$10,000
174	Accounting and Cost Certification (incl. 40B)		\$40,000	\$0	\$40,000	\$40,000	\$0
175	Marketing and Rent-Up		\$175,000	\$0	\$0	\$0	\$175,000
176	Real Estate Taxes		\$60,000	\$56,460	\$0	\$56,460	\$3,540
177	Insurance		\$120,000	\$80,241	\$0	\$80,241	\$39,759
178	Relocation		\$0	\$0	\$0	\$0	\$0
179	Appraisal and Market Study		\$9,000	\$0	\$0	\$0	\$9,000
180	Security		\$5,800	\$0	\$0	\$0	\$5,800
181	Constr. Loan Interest		\$610,000	\$542,158	\$19,216	\$561,374	\$48,626
182	Inspecting Engineer		\$18,000	\$8,201	\$0	\$8,201	\$9,799
183	a Fees to EBSB		\$0	\$82,795	\$0	\$82,795	(\$82,795)
	b Fees to MA Housing Surety Fee		\$80,000	\$75,000	\$0	\$75,000	\$5,000
	c Fees to MA Housing Partnership Commitment Fee		\$146,300	\$127,300	\$0	\$127,300	\$19,000
	Total Fees to Lenders		\$276,300	\$285,095	\$0	\$285,095	(\$8,795)
184	a 40B Site Approval Application Processing Fee		\$0	\$0	\$0	\$0	\$0
	b 40B Technical Assistance/Mediation Fund Fee		\$0	\$0	\$0	\$0	\$0
	c 40B Land Appraisal Cost ("As-Is" Value)		\$0	\$0	\$0	\$0	\$0
	d 40B Final Approval Processing Fee		\$0	\$0	\$0	\$0	\$0
	e 40B Subordinating Agency Cost Cert. CPA Review Fee		\$0	\$0	\$0	\$0	\$0
	f 40B Monitoring Agent Fee		\$0	\$0	\$0	\$0	\$0
	Total 40B Fees		\$0	\$0	\$0	\$0	\$0
185	MIP		\$0	\$0	\$0	\$0	\$0
186	Credit Enhancement		\$0	\$0	\$0	\$0	\$0
187	Letter of Credit Fees		\$0	\$0	\$0	\$0	\$0
188	Other Financing Fees - Tax Credit Allocation Fee		\$0	\$0	\$0	\$0	\$0
188	Other Financing Fees		\$0	\$1,052	\$0	\$1,052	(\$1,052)
189	Development Consultant		\$0	\$239,733	\$0	\$239,733	(\$239,733)
190	Other Consultants (describe)		\$0	\$0	\$0	\$0	\$0
191	Other Consultants (describe)		\$0	\$0	\$0	\$0	\$0
192	Other		\$0	\$0	\$0	\$0	\$0
193	Soft Cost Contingency		\$0	\$0	\$0	\$0	\$0
194	Subtotal – General Development Costs		\$1,978,100	\$1,966,809	\$105,716	\$2,072,525	(\$93,725)
195	Subtotal – Total Development Costs not including Developer Fee, Developer Overhead or Capitalized Reserves		\$16,078,100	\$15,433,785	\$317,959	\$15,751,744	\$326,356
	Total ACTUAL Development Costs (without fees and reserves) per Res. Unit		\$302,918				
	Total ACTUAL Development Costs (without fees and reserves) per Gross Res. Sq Ft		\$261.48				

**ATTACHMENT A -- SCHEDULE of ACTUAL and BUDGETED DEVELOPMENT SOURCES AND USES**  
 (40B Developments not using Tax-Credits)  
 DHCD, MassHousing, MassDevelopment, MHP

196	Subtotal: Acquis., Const., and Gen. Dev. Costs		\$16,078,100	\$15,433,785	\$317,959	\$15,751,744	\$326,356
-----	--	--	--------------	--------------	-----------	--------------	-----------

One-Stop Reference No	USES OF FUNDS	Special Data	Final Approved Budget	Actual Costs Paid to Date	Accounts Payable Balances	b + c Total Actual Costs	a - d (Over)/Under Budget
-----------------------	---------------	--------------	-----------------------	---------------------------	---------------------------	-----------------------------	------------------------------

**Developer Overhead and Fee**

196	Developer Overhead		\$0	\$0	\$0	\$0	\$0
197	Developer Fee		\$0	\$90,746	\$191,410	\$282,156	(\$282,156)
	<b>Subtotal -- Developer Overhead &amp; Fee</b>		\$0	\$90,746	\$191,410	\$282,156	(\$282,156)
	<i>Developer Overhead &amp; Fee Percent (col Line 194)</i>		\$0	0.6%		1.8%	

**Capitalized Reserves**

209	Development Reserves		\$0	\$0	\$0	\$0	\$0
210	Initial Rep.-Up Reserves		\$0	\$0	\$0	\$0	\$0
211	Operating Reserves		\$0	\$0	\$0	\$0	\$0
212	Net Worth Account		\$0	\$0	\$0	\$0	\$0
213	Other Capitalized Reserves		\$0	\$0	\$0	\$0	\$0
214	<b>Subtotal -- Capitalized Reserves</b>		\$0	\$0	\$0	\$0	\$0

215	<b>TOTAL DEVELOPMENT COSTS, including Developer Fee &amp; Overhead and Capitalized Reserves</b>		\$16,078,100	\$15,524,531	\$509,369	\$16,033,900	\$44,200
-----	---	--	--------------	--------------	-----------	--------------	----------

	<i>TOTAL ACTUAL Development Costs (including fees and reserves) per Rev. Unit</i>	\$308,344					
	<i>TOTAL ACTUAL Development Costs (including fees and reserves) per Gross Res. Sq. Ft.</i>	\$286.52					

**ATTACHMENT A – SCHEDULE of ACTUAL and BUDGETED DEVELOPMENT SOURCES AND USES**  
(488 Developments not using Tax-Credits)

DHCT, Mass Housing, Mass Development, MBP  
(Numbering Per Section 3 of the Statute, 200B § 19)

<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">DEVELOPMENT NAME:</td> <td>Commonwealth Residence</td> </tr> <tr> <td>DEVELOPMENT IDENTITY:</td> <td>373 Commonwealth Residence, LLC</td> </tr> <tr> <td>Project No:</td> <td>50 313</td> </tr> <tr> <td>Class Residential Sq Ft:</td> <td>55,960</td> </tr> <tr> <td>Time Period Covered:</td> <td>12/20/14 - 12/29/16</td> </tr> <tr> <td>Date of this Report:</td> <td>July 10, 2017</td> </tr> <tr> <td>Prepared by:</td> <td>Kimberley Thompson Name and Title</td> </tr> </table>	DEVELOPMENT NAME:	Commonwealth Residence	DEVELOPMENT IDENTITY:	373 Commonwealth Residence, LLC	Project No:	50 313	Class Residential Sq Ft:	55,960	Time Period Covered:	12/20/14 - 12/29/16	Date of this Report:	July 10, 2017	Prepared by:	Kimberley Thompson Name and Title	<p align="right"><i>Date of form</i>      3/16/2018</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Street Address:</td> <td>373-373 Commonwealth Road</td> </tr> <tr> <td>City or Town:</td> <td>Weymouth</td> </tr> <tr> <td>Total No. of Units:</td> <td>33</td> </tr> <tr> <td>Assignable Unit Percentage:</td> <td>8.23</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">373 Commonwealth Residence, LLC</td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">Company or Organization Represented</td> <td></td> </tr> </table>	Street Address:	373-373 Commonwealth Road	City or Town:	Weymouth	Total No. of Units:	33	Assignable Unit Percentage:	8.23	373 Commonwealth Residence, LLC		Company or Organization Represented	
DEVELOPMENT NAME:	Commonwealth Residence																										
DEVELOPMENT IDENTITY:	373 Commonwealth Residence, LLC																										
Project No:	50 313																										
Class Residential Sq Ft:	55,960																										
Time Period Covered:	12/20/14 - 12/29/16																										
Date of this Report:	July 10, 2017																										
Prepared by:	Kimberley Thompson Name and Title																										
Street Address:	373-373 Commonwealth Road																										
City or Town:	Weymouth																										
Total No. of Units:	33																										
Assignable Unit Percentage:	8.23																										
373 Commonwealth Residence, LLC																											
Company or Organization Represented																											

Line Item Reference No.	SOURCES OF FUNDS	Final Approved Budget	Actual Sources Invested/Paid In to Date	Accounts Receivable Balances	b + c	a - d
					Total Actual Sources	(Over)/Under Budget
<b>Private Equity</b>						
81	Owner's Cash Equity	\$2,778,102	\$5,294,511	\$509,369	\$5,803,880	(\$1,015,698)
82	Tax Credit Equity (Net)	\$0	\$0	\$0	\$0	\$0
83a	Developer Fee Contributed or Loaned	\$0	\$0	\$0	\$0	\$0
83b	Developer Overhead Contributed or Loaned	\$0	\$0	\$0	\$0	\$0
84	Other Private Equity	\$0	\$0	\$0	\$0	\$0
	<b>Sub-Total - Private Equity</b>	<b>\$2,778,102</b>	<b>\$5,294,511</b>	<b>\$509,369</b>	<b>\$5,803,880</b>	<b>(\$1,015,698)</b>
<b>Public Equity</b>						
85	(Identify)	\$0	\$0	\$0	\$0	\$0
86	(Identify)	\$0	\$0	\$0	\$0	\$0
87	(Identify)	\$0	\$0	\$0	\$0	\$0
88	(Identify)	\$0	\$0	\$0	\$0	\$0
	<b>Sub-Total - Public Equity</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Subordinate Debt</b>						
89	(Identify)	\$0	\$0	\$0	\$0	\$0
90	(Identify)	\$0	\$0	\$0	\$0	\$0
91	(Identify)	\$0	\$0	\$0	\$0	\$0
92	(Identify)	\$0	\$0	\$0	\$0	\$0
93	(Identify)	\$0	\$0	\$0	\$0	\$0
93a	(Identify)	\$0	\$0	\$0	\$0	\$0
93b	(Identify)	\$0	\$0	\$0	\$0	\$0
93c	(Identify)	\$0	\$0	\$0	\$0	\$0
93d	(Identify)	\$0	\$0	\$0	\$0	\$0
93e	(Identify)	\$0	\$0	\$0	\$0	\$0
93f	(Identify)	\$0	\$0	\$0	\$0	\$0
94	(Identify)	\$0	\$0	\$0	\$0	\$0
	<b>Sub-Total - Subordinate Debt</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Permanent Debt (Senior)</b>						
95-96	Mortgage Loans	\$0	\$0	\$0	\$0	\$0
97	SOUP Fund Permanent Loan	\$13,842,033	\$12,283,033	\$0	\$12,283,033	(\$1,559,000)
98	Other Permanent Senior Mortgage	\$0	\$0	\$0	\$0	\$0
99	Other Permanent Senior Mortgage	\$0	\$0	\$0	\$0	\$0
	<b>Sub-Total - Permanent Debt (Senior)</b>	<b>\$13,842,033</b>	<b>\$12,283,033</b>	<b>\$0</b>	<b>\$12,283,033</b>	<b>(\$1,559,000)</b>
101	<b>TOTAL SOURCES:</b>	<b>\$16,678,135</b>	<b>\$17,577,544</b>	<b>\$509,369</b>	<b>\$18,086,913</b>	<b>(\$1,408,778)</b>

See independent accountant's report 6

**ATTACHMENT B - SCHEDULE of TOTAL CHAPTER 40B MAXIMUM ALLOWABLE DEVELOPER FEE AND OVERHEAD**  
(40B Developments not using Tax Credits)

DHCD, MassHousing, MassDevelopment, MBP

Date of form

3/16/2016

Development Name: Commonwealth Residences  
 Development Entity: 373 Commonwealth Residences, LLC  
 Prepared by: Kimberley Thompson  
 Company or Organization Represented: 373 Commonwealth Residences, LLC  
 Date of this Report: July 19, 2017

Step 1: CALCULATION OF 5% OF ALLOWABLE ACQUISITION COST		
ALLOWABLE ACQUISITION COST (AAC): Lesser of: PRE-PERMIT LAND VALUE and ACTUAL ACQUISITION COST	2,900,000	Issue of Lines 160 and 163, An A
TIMES 5%	x 0.05	
Equals: SUB-TOTAL #1		\$ 145,000

Step 2: CALCULATION OF ADJUSTED DEVELOPMENT COST		
TOTAL DEVELOPMENT COST (equals: Hard Costs + Soft Costs + Fee and Overhead)	16,031,900	Subtotals on An A for hard costs, soft costs, fee/overhead, and reserves
LESS:		
Allowable Acquisition Cost	2,900,000	Allowable Acquisition Cost (AAC), above in Step 1
Developer Fee (paid and deferred)	242,156	Line 197, An A
Developer Overhead	-	Line 196, An A
Development Consulting Fees	239,735	Lines 189 through 191, An A
Capitalized Reserves, if any	-	Line 214, An A
Total Deductions	3,421,891	
Equals ADJUSTED DEVELOPMENT COST (Sub-Total #2)		\$ 12,612,009
*Development Consulting Fees must include all development and financing commitments, including consultants involved in financing, development, historic preservation, tenant relocation, et. al.		

Step 3: CALCULATION OF MAXIMUM ALLOWABLE 40B DEVELOPER FEE AND OVERHEAD		
SUBTOTAL #1 (COPY from above), plus...	145,000	
<b>(All if Adjusted Development Cost is less than \$12MM):</b>		
(1) PLUS: 19% of First \$3,000,000 of Sub-Total #2	450,000	
(2) PLUS: 12.5% of Next \$2,000,000 of Sub-Total #2	250,000	
(3) PLUS: 10% of (Sub-Total #2 Minus \$5,000,000)	761,201	1,606,201
<b>(All if Adjusted Development Cost is equal to or greater than \$12MM and equal to or less than \$15MM):</b>		
(1) PLUS: 19% of First \$3,000,000 of Sub-Total #2	NA	
(2) PLUS: 12.5% of Next \$2,000,000 of Sub-Total #2	NA	
(3) PLUS: 10% of (difference between \$5M-04 and \$15M-04)	NA	
(4) PLUS: 7.5% of amount between \$15M-04 and \$25M-04	NA	NA
<b>(All if Adjusted Development Cost is greater than \$15MM):</b>		
(1) PLUS: 19% of First \$3,000,000 of Sub-Total #2	NA	
(2) PLUS: 12.5% of Next \$2,000,000 of Sub-Total #2	NA	
(3) PLUS: 10% of (difference between \$5M-04 and \$15M-04)	NA	
(4) PLUS: 7.5% of (difference between \$25M-04 and \$15M-04)	NA	
(5) PLUS: 5% of amount greater than \$25M-04	NA	NA
Equals: MAXIMUM DEVELOPMENT FEE (Sub-Total #3)		\$ 1,606,201
Sub-Total #3 is MAXIMUM ALLOWABLE AMOUNT for DEVELOPER FEE and OVERHEAD and DEVELOPMENT CONSULTING FEES		

Step 4: CALCULATION OF TOTAL DEVELOPMENT FEES AND OVERHEAD ACTUALLY RECEIVED		
ACTUAL PAID DEVELOPER FEE	90,746	Line 197, An A
Plus: ACTUAL PAID DEVELOPER OVERHEAD	-	Line 196, An A
Plus: ACTUAL PAID DEVELOPMENT CONSULTING FEES	239,735	sum of Lines 189, 190 and 191, An A
Plus: 50% of All Reserves to be Funded to Owner within 3 years of completion, if any		applicant supplies this figure
Equals: TOTAL OF THREE LINES ABOVE (Sub-Total #4)		\$ 330,481
Excess above Maximum Allowable Fee, if Any		Development Fee OK
Sub-Total #4 is TOTAL DEVELOPMENT FEES AND OVERHEAD ACTUALLY RECEIVED BY DEVELOPER OR DEVELOPMENT CONSULTANTS. IT MAY NOT EXCEED Sub-Total #3. If it does, correct your submitting agency. In order for this cost certification to be accepted, paid developer fee/overhead/consulting in excess of the allowed amount must be refunded to the submitting agency, and the amount of fee must be reduced in Lines 196 or 197 so that Sub-Total #4 equals Sub-Total #3.		

**ATTACHMENT C - SCHEDULE SHOWING CALCULATION OF OWNER'S EQUITY and LIMITED DIVIDEND UNDER CHAPTER 40B  
(40B Developments not using Tax Credits)  
DHCD; Maximizing; MassDevelopment; MGP**

date of form  
3/18/2018

Development Name: Chapmanville Residences  
 Development Entity: 373 Commonwealth Residences, LI  
 Prepared by: Kimberly Thompson  
 Company or Organization Represented: 373 Commonwealth Residences, LI  
 Date of this Report: July 10, 2017 373 Commonwealth Residences, LLC

NOTE: In order to approximate a market valuation, this calculation is to be based on that value of the property which is the greater of (a) replacement cost ("Cost Method") or (b) appraised value less amounts of permanent loan(s) ("Value Method"). Calculate Owner's Equity by both methods and select the greater of the two.

**COST METHOD**

**Step 1. MAXIMUM ALLOWABLE DEVELOPMENT FEE FOR PURPOSES OF CALCULATING LIMITED DIVIDEND**

MAXIMUM ALLOWABLE DEVELOPMENT FEE as CALCULATED At Sub-Total #3 of Attachment B  
(Sub-Total #1) \$ 1,608,201 from Att B

**Step 2. CALCULATION OF TOTAL DEVELOPMENT FEES AND OVERHEAD ACTUALLY RECEIVED**

ACTUAL PAID DEVELOPER FEE 80,748 from Att B  
 ACTUAL PAID DEVELOPER OVERHEAD - from Att B  
 ACTUAL PAID DEVELOPMENT CONSULTING FEES 238,725 from Att B  
 Plus: 10% of All Reserves to be Padded to Owner within 3 years of completion, if any - from Att B

Equals: TOTAL OF FOUR LINES ABOVE (Sub-Total #2) \$ 330,481

Sub-Total #2 is TOTAL DEVELOPMENT FEES AND OVERHEAD ACTUALLY RECEIVED BY DEVELOPER OR DEVELOPMENT CONSULTANTS. IT MAY NOT EXCEED Sub-Total #3 ON ATTACHMENT B.

**Step 3. CALCULATION OF OWNER'S EQUITY**

CASH EQUITY INVESTED BY OWNER 3,803,900 Att A: Lines #1 + #2 + #4

PLUS: Deferred Portion of Sub-Total #1 (i.e., Deferred Portion of Maximum Allowable Development Fee)

1,275,720

PLUS: Amount, if any, by which Pre-Permit Value of Land Exceeds Acquisition Cost

300,000

LESS: Amount, if any, by which Acquisition Cost Exceeds Pre-Permit Land Value

-

Equals: OWNER'S EQUITY BY COST METHOD (Sub-Total #3) \$ 5,379,620

**VALUE METHOD**

AS-COMplete APPRAISED VALUE \$ 17,250,000 from appraisal engaged by Submitting Agency

LESS: Permanent Debt

First Mortgage Loan

\$ 12,200,000

provided by applicant

PLUS: Subordinate Loans, if any (attach)

Name of Subordinate Lender:

\$ -

provided by applicant

Name of Subordinate Lender:

\$ -

provided by applicant

Name of Subordinate Lender:

\$ -

provided by applicant

Name of Subordinate Lender:

\$ -

provided by applicant

Name of Subordinate Lender:

\$ -

provided by applicant

Name of Subordinate Lender:

\$ -

provided by applicant

Name of Subordinate Lender:

\$ -

provided by applicant

Name of Subordinate Lender:

\$ -

provided by applicant

Name of Subordinate Lender:

\$ -

provided by applicant

TOTAL PERMANENT DEBT

\$ 12,200,000

Equals: OWNER'S EQUITY (by Value Method) \$ 5,050,000

**CALCULATION OF MAXIMUM ALLOWABLE ANNUAL LIMITED DIVIDEND**

Owner Equity (greater of Cost Method or Value Method) \$ 5,379,620

TIMES: 10% = 0.1

Equals: Maximum Allowable Annual Limited Dividend \$ 537,962



**Attachment D to Cost Certification Guidance  
(includes Exhibit A to this Owner's Certificate)**

**OWNER'S CERTIFICATE**

This Certificate is provided in connection with the cost certification of 373 Commonwealth Residence, LLC (the "**Owner**") for a Chapter 40B development known as Commonwealth Residences, Wayland (the "**Development**"), located in Town of Wayland, MA (the "**Municipality**"), for purposes of assisting the Subsidizing Agency ("Subsidizing Agency") in determining the Owner's compliance with the limitations on profit and distributions from the Development pursuant to the provisions of the Commonwealth of Massachusetts comprehensive permit process (M.G.L. Chapter 40B, 760 C.M.R. 56, and the Massachusetts Department of Housing and Community Development's Comprehensive Permit Guidelines) (collectively, the "Comprehensive Permit Rules").

The undersigned hereby certifies to the Subsidizing Agency, DHCD and the Municipality, under pains and penalties of perjury, as follows:

1. As of the date of this Certificate, the Owner has a legal existence and is in good standing with the Commonwealth of Massachusetts.
2. Construction of the Development has been completed in good and workmanlike manner, in accordance with the plans and specifications approved pursuant to the Comprehensive Permit, and all materials and fixtures required by the plans and specifications have been furnished and installed and are of the best quality called for.
3. The information contained in the Schedule of Actual and Budgeted Development Costs, the Schedule of Total Chapter 40B Maximum Allowable Developer Fee and Overhead, and the Schedule Showing Calculation of Owner's Equity and Annual Limited Dividend under Chapter 40B (collectively, "the Schedules") is accurate and complete. The Schedules are fairly presented in conformity with the Comprehensive Permit Rules and instructions provided by the Subsidizing Agency.
4. All amounts shown on the Schedule of Actual and Budgeted Development Costs have been paid other than items listed as accruals.
5. The information on the Schedule of Total Chapter 40B Maximum Allowable Developer Fee and Overhead reflects revenue from all aspects of the Development.
6. I/We have identified all accounting estimates that could be material to the information in the Schedules and we believe the estimates are reasonable.
7. I/We have made available all necessary financial records and related data to the CPA who is conducting an examination of the Schedules.
8. There are no material transactions related to the Development that have not been properly recorded in the accounting records underlying the information in the Schedules.
9. Except as noted on Exhibit A attached hereto, none of the amounts listed on the Schedule of Actual and Budgeted Development Costs were paid to a Related Party. A "Related Party" is (i) any person that, directly or indirectly, through one or more

intermediaries, controls or is controlled by or is under common control with the Owner; (ii) any person that is an officer of, member in, or trustee of, or serves in a similar capacity with respect to the Owner or of which the Owner is an officer, member, or trustee, or with respect to which the Owner serves in a similar capacity; (iii) any person that, directly or indirectly, is the beneficial owner of, or controls, 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest (10% or more) in, the Owner, or of which the Owner is directly or indirectly the owner of 10% or more of any class of equity securities, or in which the Owner has a substantial beneficial interest (10% or more); (iv) any spouse or "significant other" cohabiting with the Owner; (v) any parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of the Owner; (vi) any employee of Owner, and (vii) any spouse, parent, grandparent, sibling, child or grandchild (natural, step, half, or in-law) of an employee of the Owner, or any "significant other" of an employee of the Owner. The term "Owner", as used in this section, shall be deemed to include the Developer, as defined in the Comprehensive Permit Rules.

10. Except as set forth on Exhibit A attached hereto, there are no:
  - a. Payments for purchase of land from a Related Party, as defined in Section 9 above.
  - b. Rentals of units to a Related Party.
  - c. Contracts or subcontracts with a Related Party.
  - d. Purchases of materials/supplies from a Related Party.
  - e. Financing provided by a Related Party, or
  - f. Any other transactions in connection with the Development with a Related Party.
11. We have reviewed the information presented in the RS Means Cost Estimation Analysis for the Development submitted to the Subsidizing Agency, and this analysis is an appropriate representation of the Development.
12. There are no costs in the Schedule of Actual and Budgeted Development Costs) that are included more than once.
13. There are no costs listed in the Schedule of Actual and Budgeted Development Costs that do not relate directly to the Development.
14. The costs shown in the Schedule of Actual and Budgeted Development Costs are net of all kickbacks, rebates, adjustments, discounts, promotional or advertising recoupment or similar reimbursement made or to be made to the Owner or any Related Party.
15. There have been no communications from regulatory agencies concerning noncompliance with zoning or environmental laws or noncompliance with, or deficiencies in, financial reporting practices related to the Development.
16. We have no knowledge of any fraud or suspected fraud affecting the Owner or the Development involving—

- a. Management,
  - b. Subcontractors,
  - c. Employees who have significant roles in internal control, or
  - d. Others where the fraud could have a material effect on the Schedules.
17. I/We have no knowledge of any allegations of fraud or suspected fraud affecting the Owner or the Development received in communications from employees, former employees, subcontractors, regulators, or others.
18. I/We have complied with all aspects of the executed Use Restriction (as defined in the Comprehensive Permit Rules) for the Development and all provisions outlined in the Inter-Agency 40B Rental Cost Certification Guidance for Owners, Certified Public Accountants, and Municipalities.
19. I/We will retain all records underlying the information provided in the Schedules for a period of at least four years from the date the Subsidizing Agency has accepted the final report, and will allow the Subsidizing Agency and the Municipality the right to inspect such records at reasonable times during the retention period.
20. I/We acknowledge that the term "Owner" as used herein includes the Developer, as defined in the Comprehensive Permit Rules.

EXECUTED under seal under the pains and penalties of perjury, this 19<sup>th</sup> day of July 2017.

Owner:

Signature: Ronald Simon

Title: Manager

Hereunto Duly Authorized

**Exhibit A  
to  
ATTACHMENT D**

**Disclosure of Related Party Transactions**

**Payments for Purchase of Land from Related Parties**

Name of Payee	Items(s) Purchased and Nature of Relationship	Payment Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Rentals of Units to Related Parties**

Name of Party to Whom Unit Is Rented	Identification of Units Rented and Nature of Relationship to Owner	Rent/Month
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**List of Contractors and Subcontractors Which Are Related Parties**

Name of Contractor/Subcontractor	Work Performed and Nature of Relationship to Owner	Amount Paid
Bodwell Pines Corporation	Construction work-same owners	\$10,844,266.83
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Purchases of Materials and Supplies from Related Parties**

Name of Supplies	Work Performed and Nature of Relationship to Owner	Amount Paid
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Purchases of Services from Related Parties**

Name of Service Provider	Work Performed and Nature of Relationship to Owner	Amount Paid
Real Estate & Construction Associates, Inc.	Consulting-same owner	\$226,746
Real Estate & Construction Associates, Inc.	Developer Fees-same owner	\$282,156
_____	_____	_____
_____	_____	_____

**Financing Provided by Related Parties**

Name of Source of Financing	Type of Financing and Nature of Relationship to Owner	Financing Amount and Terms
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**If there are any other transactions with a Related Party, please describe them below:**

---

---

---

---

---



ATTACHMENT G

**GENERAL CONTRACTOR'S CERTIFICATE**

This Certificate is provided in connection with the cost certification of 373 Commonwealth Residence, (the "Owner") for a Chapter 40B development known as Commonwealth Residences, Wayland (the "Development"), located in Town of Wayland, MA (the "Municipality"), for purposes of assisting the Subsidizing Agency for the Development in determining the Owner's compliance with the limitations on profit from the Development pursuant to the provisions of the Commonwealth of Massachusetts comprehensive permit process (M.G.L. Chapter 40B, 760 C.M.R. 56) and the Massachusetts Department of Housing and Community Development's Comprehensive Permit Guidelines (collectively, the "Comprehensive Permit Rules").

The undersigned hereby certifies to the Subsidizing Agency and the Municipality, under the pains and penalties of perjury, as follows:

1. The undersigned served as General Contractor for the Development pursuant to a contract dated January 15, 2015 (the "Construction Contract").
2. All amounts shown on the Schedule of Actual and Budgeted Development Costs dated July 19, 2017, provided to you by the Owner, listed under the following line items, have been paid to the General Contractor, its subcontractors or suppliers: [list line items]
3. The original amount due under the Construction Contract was \$ 10,130,000. Change orders were approved in the amount of \$ .0, for a total contract sum of \$ 10,130,000.

Except as noted in the chart below this paragraph, none of the foregoing amounts were paid to a Related Party to the Owner. A "Related Party" is (i) any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the Owner; (ii) any person that is an officer of, member in, or trustee of, or serves in a similar capacity with respect to the Owner or of which the Owner is an officer, member, or trustee, or with respect to which the Owner serves in a similar capacity; (iii) any person that, directly or indirectly, is the beneficial owner of, or controls, 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest (10% or more) in, the Owner, or of which the Owner is directly or indirectly the owner of 10% or more of any class of equity securities, or in which the Owner has a substantial beneficial interest (10% or more); (iv) any spouse or "significant other" cohabiting with the Owner; (v) any parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of the Owner, (vi) any employee of Owner, and (vii) any spouse, parent, grandparent, sibling, child or grandchild (natural, step, half or inlaw) of an employee of the Owner or "significant other" of an employee of the Owner. The term "Owner", as used in this section, shall be deemed to include the Developer, as defined in the Comprehensive Permit Rules.

**List of Contractors and Subcontractors Which Are Related Parties to the Owner**

Name of Contractor/Subcontractor	Work Performed and Nature of Relationship	Amount Paid
Bodwell Pines Construction	Construction Work - same owners	\$10,130,000

If the General Contractor is a Related Party to the Owner, as defined herein, the undersigned hereby certifies that the General Contractor performed all of the following tasks that are typically required of general contractors:

- Construction of buildings
- Supervision and coordination of work
- Job site safety
- Project scheduling
- Submission of shop drawings
- Preparation of payment requests
- Warranty of work

EXECUTED under seal under the pains and penalties of perjury, this 19<sup>th</sup> day of July 2017.

General Contractor: Paul Simon  
 Signature: Paul Simon  
 Title: President  
 Hereunto Duly Authorized

**373 COMMONWEALTH RESIDENCE, LLC  
COMMONWEALTH RESIDENCES, WAYLAND**

**NOTES TO SCHEDULES**

**PROJECT PERIOD DECEMBER 20, 2014 – DECEMBER 20, 2016**

---

**NOTE 1 – ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES**

***ORGANIZATION***

373 Commonwealth Residence, LLC, a Massachusetts Limited Liability Company, was formed on August 19, 2014 to acquire, own, develop and rent real estate and any other lawful business allowed by law in the Town of Wayland, MA. Substantial completion of the development occurred in 2015, when the final certificate of occupancy was obtained.

***BASIS OF PRESENTATION***

The accompanying Schedules have been prepared utilizing the format prescribed by the Subsidizing Agency. The purpose of these Schedules is to facilitate the review and determination of the Owner's maximum allowable developer fee and overhead.

***ACCOUNTING METHOD***

The accompanying Schedules have been prepared on the accrual basis of accounting. Capitalized costs have been designated between acquisition, construction/rehabilitation and other qualifying uses.

**NOTE 2 – CAPITAL CONTRIBUTIONS**

The owner has made capital contributions of \$3,803,900.

**NOTE 3 – FINANCING**

Construction financing, in the amount of \$12,230,000, has been provided by a mortgage loan by East Boston Savings Bank. Interest is payable monthly at a rate of 4.75% during construction.

**NOTE 4 – RELATED PARTY TRANSACTIONS**

The Construction Contractor, Bodwell Pines Construction, is affiliated with the managing member of 373 Commonwealth Residence, LLC. The contract provides for \$10,130,000 of construction, overhead, profit and services provided directly by this affiliate. There were additional construction costs of \$714,267 paid to this affiliate during the project period for costs that exceeded the contract.

**373 COMMONWEALTH RESIDENCE, LLC  
COMMONWEALTH RESIDENCES, WAYLAND**

**NOTES TO SCHEDULES**

**PROJECT PERIOD DECEMBER 20, 2014 – DECEMBER 20, 2016**

---

**NOTE 4 – RELATED PARTY TRANSACTIONS (CONTINUED)**

The Consultant, Real Estate & Construction Associates, Inc., is affiliated with the managing member of 373 Commonwealth Residence, LLC. The contract provides for \$226,746 of consulting fee services provided directly by this affiliate.

The Consultant, Real Estate & Construction Associates, Inc., is affiliated with the managing member of 373 Commonwealth Residence, LLC. The contract provides for \$282,156 of developer fee services provided directly by this affiliate.

**NOTE 5 – RESTATEMENT**

Attachment C was restated for the As-Complete appraised value from \$18,500,000 to \$17,250,000 based on a new appraisal being received on July 17, 2017 subsequent to the release of the original cost certification report.

ATTACHMENT E

ARCHITECT CERTIFICATION REGARDING THE RS MEANS  
COST ESTIMATION ANALYSIS

The undersigned (Architect) has completed a cost estimate for Conwayville Residences (the "Development") employing the RS Means Costworks program or the RSMeans Square Foot Cost Book, and has attached a copy of the RS Means Cost Analysis Reporting Form hereto as Exhibit 1. The undersigned certifies under pains and penalties of perjury that such costs accurately and appropriately reflect the specifications and costs of the Development, and acknowledges that the Subsidizing Agency reserves the right to request clarification, modification, and/or additional evidence or justification of data included in the RS Means Cost Analysis Reporting Form attached hereto.

Name/Signature: \_\_\_\_\_

As Architect of Record for the Project

Edward Nunes

Nunes Trabucco Architects



U.S. Department of Transportation  
**Federal Railroad Administration**  
One Bowling Green, Suite 429  
New York, NY 10004

NYB



13

**RECEIVED**

**JUL 25 2017**

Board of Selectmen  
Town of Wayland

July 12, 2017

Town of Wayland  
Cherry Karlson  
Board of Selectmen Chair  
Office of the Board of Selectmen  
41 Cochituate Rd.,  
Wayland, MA 01778

**Re: NEC FUTURE Tier 1 Record of Decision**

Dear Board of Selectmen Chair Karlson:

The Federal Railroad Administration (FRA) is pleased to announce the release of the Record of Decision (ROD) for NEC FUTURE, the FRA's comprehensive plan for improvements to the Northeast Corridor rail line from Washington, D.C., to Boston. The FRA has reached a decision based on the information contained in the Tier 1 Draft EIS and Final EIS, U.S. DOT and FRA policy objectives, and input received from stakeholders and the public. Thank you for your involvement in reaching this milestone.

The ROD documents the FRA's selection of an investment program for the NEC, including the FRA's rationale for its decision regarding the Selected Alternative, a summary of the feedback received on the Tier 1 Final EIS, and the definition of the Selected Alternative. The ROD is available on the NEC FUTURE website at [www.necfuture.com](http://www.necfuture.com).

The FRA appreciates your involvement in the NEC FUTURE program. If you have any questions or would like to request the documents on a thumb drive or in hard copy, please contact me at [info@necfuture.com](mailto:info@necfuture.com).

Sincerely,

Rebecca Reyes-Alicea  
NEC FUTURE Program Manager, Northeast Corridor Joint Program Advisor