

Part A:

Acceptance of Terms and Conditions by the Applicant

Date: June 28, 2004

To: U.S. Department of the Interior, National Park Service, **Ms. Elyse La Forest,**

The undersigned, **Town of Wayland Board of Selectmen**, hereinafter referred to as the Applicant or Grantee, acting by and through

Jeff Ritter, Executive Secretary
Wayland Town Building
41 Cochituate Road
Wayland, MA 01778,

hereby makes application to the U.S. Department of the Interior, National Park Service, acting for and on behalf of the Secretary of the Interior pursuant to 40 U.S.C. § 550 (e), and in accordance with the regulations and policies of the U.S. Department of the Interior for the transfer of the following property which has been declared surplus by the **General Services Administration**, and is subject to assignment to the National Park Service for disposal for public park or recreational purposes:

Property: **Nike Battery Site #73, Wayland, Middlesex County, Massachusetts.**

Acres: **Total Site: 13.46+/- acres, Recreation portion of the Site: 10.71+/- acres**

General Services Administration Control Number: **1-D-MA-0725**

The property is more fully described in Part B of this application, attached hereto and made a part thereof. Enclosed herewith as Part C of the application is a resolution or certified statement showing the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

The following agreement is made by the Applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application, and the Applicant recognizes and agrees that any such transfer will be made by the United States of America in reliance on said agreement. The undersigned understands and agrees that the application is made and the property is conveyed subject to the following terms and conditions which may be enforced through a reversionary right in the property reserved to the United States of America:

1. This application and its acceptance by the National Park Service shall constitute the entire agreement between the Applicant and the United States of America, unless modified and approved in writing by both parties. This agreement becomes binding only once the instrument of conveyance for the property is duly

recorded by the Applicant.

2. The description of the property set forth herein is believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the agreement resulting from the acceptance of this application.
3. The Applicant understands and agrees that the property is to be conveyed "as is" and "where is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose intended and no claim for any adjustment upon such grounds will be considered after this application has been accepted.
4. The Applicant agrees to assume constructive possession of the property upon receipt of written notification from the National Park Service. Should the Applicant fail to assume constructive possession of the property, it shall nonetheless be charged with constructive possession upon receipt of such notification from the National Park Service.
5. At the date of assumption of constructive possession of the property, or the date of conveyance, which ever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes, which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the United States of America in lieu of taxes; and for care and handling and all risks of loss or damage to the property, and have all obligations and liabilities of ownership.
6. If a purchase price is due, the Applicant shall tender the purchase price to the United States of America on a mutually agreeable date after the property has been assigned to the National Park Service.
7. Conveyance of the property shall be accomplished by an instrument, or instruments, in a form satisfactory to the National Park Service without warranty, express or implied, and shall contain substantially, but may not be limited to, the following reservations, restrictions, and conditions:
 - (a) The Grantee shall forever use the property exclusively for public park and recreational use in accordance with its application for property, particularly the Program of Utilization contained in Part B of the application, and approved amendments thereto, as provided below.
 - (b) The Program of Utilization contained in Part B of the application may be amended only for the continued use of the property for public park or recreational purposes at the request of either the Grantee or the National Park Service with the written concurrence of the other party. Such amendments will be added to and become a part of the original application and of this Quitclaim Deed, and shall be consistent with purposes for which the property

was originally transferred. The Grantee shall furnish any documentation, maps, photographs, studies, and other information to support the request as requested by the National Park Service to evaluate any proposed use or development of the property.

(c) The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the National Park Service agrees in writing can assure the continued use and maintenance of the property for public park or recreational purposes subject to the same terms and conditions in the original instrument of conveyance. Any mortgage, lien, or any other encumbrance not wholly subordinate to the reverter interest of the Grantor shall constitute an impermissible disposal. However, this provision shall not preclude the Grantee and its successors or assigns from issuing revenue or other bonds related to the use of the property to the extent that such bonds shall not in any way restrict, encumber, or constitute a lien on the property, or from providing related recreational facilities and services consistent with the approved application through concession agreements, permits, and licenses entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the National Park Service.

(d) The Grantee shall, within three months of the date of the recording of the instrument of conveyance, erect and forever maintain a conspicuous sign or signs near the principal point or points of access to the property that states: "The National Park Service, U.S. Department of the Interior, donated this land to the Town of Wayland for public recreational use through the Federal Lands to Parks Program."

(e) Beginning two years from the date of conveyance, the Grantee shall prepare biennial reports describing the development and use of the property, and any revenue generated from its operation during the preceding two-year period. The Grantee shall prepare and submit ten consecutive biennial reports to the appropriate National Park Service office and further as the National Park Service may determine to be necessary.

(f) All revenue received by the Grantee through concession agreements, use permits, or other fees generated by activities on the property shall be used only for the implementation of an approved Program of Utilization or the operation of park and recreation facilities and programs on the property. After the Program of Utilization is completed, and as long as the property is properly and sufficiently operated and maintained, the revenue may be used only for other public park and recreational purposes by the Grantee. Any revenue received by the Grantee which is generated through the operation of the property shall be listed and accounted for in its biennial reports to the National Park Service.

(g) The Grantee further covenants and agrees for itself, its successors, and

assigns, to comply with the provisions of the Federal Disaster Protection Act of 1973 (87 Stat. 975); Executive Order 11988, relating to the evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990, relating to the protection of wetlands, where and to the extent said Act and Orders are applicable to the property herein conveyed, and the Grantee shall be subject to any use restrictions issued under said Act and Orders.

(h) The Grantee further covenants and agrees for itself, its successors and assigns, to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the property requested in this application, including, but not limited to:

All requirements imposed by or pursuant to the regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;

The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;

The Architectural Barriers Act of 1968, as amended (82 Stat. 718), which requires facilities located on the property to be accessible to the physically handicapped; and

The Americans with Disabilities Act of 1990 (104 Stat. 337), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

The Applicant further agrees to require any other person or entity who, through contractual or other arrangements with the Applicant, is authorized to provide services or benefits on or in connection with the property requested herein, and to promptly take and continue to take such action as may be necessary to effect this agreement.

(i) Title to the property transferred shall revert to the United States of America at its option for non-compliance with any of the terms and conditions of the conveyance. In the event that there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by legal or other inability of the Grantee, its successors and

assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successor and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.

(j) The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its Federal Property Management Regulations in effect at the time of the reversion. Prior to any such reversion, the Grantee further agrees to complete and submit to the Grantor an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended [42 U.S.C. § 9620(h).

(k) The National Park Service, and any representative it may so delegate, shall have the right of entry upon said premises at all reasonable times to conduct inspections of the property for the purpose of evaluating the Grantee's compliance with the terms and conditions of the conveyance.

(l) The failure of the National Park Service, or any other agency of the United States, to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

(m) The Grantee, its successors and assigns, shall hold harmless, defend, and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss), other than such claims that relate to hazardous substances that were located on the property on or before the transfer of title to Grantor by Grantee that arises from the Grantee's or the Grantee's agent's use or occupancy of the property and/or the Grantee's failure to comply with the terms of this deed.

(n) The United States of America shall have the right to reserve all oil, gas, and mineral rights in the property.

8. Any title evidence which may be desired by the Applicant will be procured by the Applicant at its sole expense. The National Park Service will, however, cooperate with the Applicant or its authorized agent in this effort and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved as it may have available. The United States of America will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.
9. The Applicant shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be recorded at the Applicant's expense within 30 days of their receipt in the manner prescribed by local recording statutes. The Applicant shall provide the National Park Service with a certified copy of the instrument of conveyance within 30 days of the date of recordation which indicates the date, location, and book and page number of its recording.
10. The Applicant agrees to comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470) by (a) consulting with the State Historic Preservation Officer and conducting investigations, as necessary, to identify sites and resources on the property listed on or eligible for nomination to the National Register of Historic Places, (b) notifying the National Park Service and disposal agency of the existence of any such sites and resources, and (c) complying with the requirements of 36 C.F.R. Part 800, as established under the National Historic Preservation Act of 1966, as amended, to avoid or mitigate adverse effects on such sites and resources.
11. The National Park Service or disposal agency may require additional reservations, restrictions, and conditions in the instrument of conveyance to safeguard the interests of the United States of America, including covenants relating to environmental protection and historic preservation. The National Park Service will give the Applicant sufficient opportunity to review any additional requirements prior to the conveyance of title to the property.

(including death, illness, or loss of or damage to property or economic loss), other than such claims that relate to hazardous substances that were located on the property on or before the transfer of title to Grantor by Grantee that arises from the Grantee's or the Grantee's agent's use or occupancy of the property and/or the Grantee's failure to comply with the terms of this deed.

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I agree that the instrument effecting the transfer to the Applicant of any property covered

by this application will contain provisions satisfactory to the United States of America, incorporating the substance of the foregoing agreement, with such provisions to consist of (1) a condition, coupled with a right reserved to the United States of America to cause the property to revert to the United States of America at its option in the event of any breach of such condition, and (2) a covenant running with the land. The Applicant understands that the United States of America shall have the right to seek judicial enforcement of this agreement, and that this agreement shall be binding upon the successors and assigns of the Applicant.

7/6/04
(Date of Application)

[Handwritten Signature]
(Signature)

J. Jeffrey R. Hor
(Executive Secretary)

[Handwritten Signature] SELECTMAN
(Town of Wayland)

Part B:
Justification for Acquiring Property

1. Description of Property

(a) Narrative: Nike Battery Site #73, known locally as the Former Nike Site, is a 13.46 acre parcel located in north Wayland on the town line with Lincoln. The property is intended to be divided into two lots, one lot for passive and active recreational purposes and consisting of 10.71 +/- acres ("Lot 1") and the second lot for affordable housing and consisting of 2.75 +/- acres ("Lot 2"). The site has 120 feet of frontage on Oxbow Road. The property is surrounded by low density residential development to the east and west, (some of which was built on a portion of the former Nike site land that was sold in prior years) conservation land to the north in Lincoln, and 13 units of higher density residences to the south, which is also owned by the federal government and houses employees of the Natick Labs and other federal workers.

At the entrance to the property is a guard post. The access driveway continues north into the property and splits off to the right, providing access to the buildings on the eastern side of the property and the maintenance garage and accessory structures in the center of the property. The left leg of the driveway provides access to the fueling area and the missile field on the western portion of the property. A watchtower oversees the missile field and the fueling area.

The western and northern perimeters of the property are well vegetated with a mixture of deciduous and evergreen vegetation. The southern perimeter is open and grass covered and the eastern perimeter is populated with tall evergreens, which shade the office building and picnic areas.

Within the site, grasses provide a transition from the trees at the perimeter of the property. The driveway, parking areas, and missile fields are covered with bituminous concrete.

The property is generally flat with minor variations in elevation. The site gently slopes to the north and the only noticeable feature of the site's landscape is existence of two earthen berms, which were created to shield surrounding areas from the fueling area.

(b) Maps: A map of the Nike Battery Site #73 is provided as an attachment to this application. The first map entitled "Former Nike Missile Battery Site #73" is an aerial photograph of the site and shows the existing structures of the site (see Attachment #1).

(c) Legal Description: A legal description of the property is included as Attachment #2 and a legal survey is provided as Attachment #3.

(d) Photographs: Photos of the property are included in Attachment #4.

2. Program of Utilization

(a) Narrative: The Town intends to acquire Lot 1 under the Federal Lands to Parks Program (see Attachment #3 for site plan entitled "Plan of Land in Wayland, Massachusetts Prepared for The Wayland Board of Selectmen Former Nike Site, Oxbow Road", dated February 6, 2004 and revised on March 12, 2004). Lot 1 will be utilized as a passive and active recreation area with a handicapped accessible trail system that will run through the property and connect to existing trail systems in Lincoln and the Bay Circuit Trail.

It is our intent to acquire Lot 2 for affordable housing purposes. Following the development of detailed plans and specifications and subject to permitting and securing certain federal and/or state grants, up to sixteen residential dwelling units will be constructed on Lot 2. It is currently contemplated that residential development on Lot 2 will be surrounded by a buffer approximately fifty feet in width, along the northerly and easterly side of this lot, which will cover approximately one-half acre (31,770 square feet), or approximately 26.5% of this 2.75 acre (119,790 square feet) +/- parcel of land connecting it with a similar buffer and trail system on Lot 1. The recreation trail shall be located within an easement in the buffer area.

(b) Schedule of Development: The following is a tentative schedule for the development of the property. The schedule is broken out into two topic area: securing the property and site preparation and development of the recreation component (Lot 1).

Site Preparation: Within one year from the conveyance of the property, the Town shall draft a request for proposal for the demolition of the existing structures, the removal of roadway area, and any remaining environmental cleanup. The Town shall retain professional services for the demolition, in filling and clearing of the site to be completed within three years of the acquisition of the property.

Recreation Component: The recreation component of the project shall be commensurate with the site preparation activities stated above. Within one year after the preparation of the site, the Town will retain the services of an engineering consultant to design the recreation trail system on the property located on Lot 1 (and Lot 2). The Town and the consultant will develop a plan for the development of the handicapped accessible trail system after a series of public meetings. The resulting plan will be completed within two years after the conveyance of the property. The plan will provide the basis for a Town Meeting request for funding of the construction of the trail system if other funding sources have not been identified. At the beginning of the fiscal year following the Town Meeting appropriation of funds, the Town shall begin construction of the handicapped accessible trail system with Town staff or the services of an independent contractor selected according to applicable state procurement processes, completion no later than five years after conveyance.

(c) Site Plan: The Town has developed a conceptual site plan for the future use of the Nike Missile Battery Site. Lot 1 is devoted to low impact recreation consisting of open space and a handicapped accessible trail system that is tied to a larger trail network. An access road, currently proposed for Lot 2, shall be built from Oxbow Road near the existing access point serving the residential component on the eastern portion of the property and parking for the recreation space on the western portion of the property. The existing earthen berm is utilized as a buffer between the recreation and residential uses of the property.

(d) Historic Preservation Plan: The property is not on the National Register of Historic Places; no Historic Preservation Plan has been prepared.

3. Need

(a) Population Growth: Between 1990 and 2000, Wayland's population increased by 10.3 percent and the number of housing units increased by 359 (8.0%). The median age increased from 39.4 in 1993 to 41.4 in 2002. The school enrollment has increased from 2,181 in 1993 to 2,972 in 2003.

North Wayland has also seen significant growth since 1990. A number of new residential developments have occurred in this area of Wayland and as a result have created a demand for recreation and open space facilities to serve the growing neighborhood. There are 365 dwelling units within a mile of the Nike Site and 61 of those have been created since 1990, representing an increase of 16.7%.

(b) The nearest park/recreation area is located 1.2 miles from the Nike Missile Site. This park, Alpine Field, contains active and passive recreation including soccer fields, baseball field, playground, and trails. Also, there are two conservation areas within 3 miles of the site, which provide hiking opportunities within these areas.

(c) Alpine Field is the only recreational area within north Wayland that provides larger open space fields for use. Alpine Field is highly utilized by residents. The Park and Recreation Commission estimates that over 10,000 soccer players with 4,000 soccer spectators, over 900 baseball players with 300 spectators, and over 3,500 parents and children use the playground at Alpine Field per year.

And while there are existing trails in four conservation areas within 2 miles of this site, the trails proposed for the Nike Site are the only trails that will serve the immediate neighborhood, will be handicapped accessible and will also provide a link to the Town of Lincoln's trail system and the regional Bay Circuit Trail system (see Attachment #5 for a Map of the Bay Circuit Trail).

The Bay Circuit Trail was first proposed in 1929 as an outer "emerald necklace," linking parks, open spaces and waterways from Plum Island to Kingston Bay, the Bay Circuit idea - a precursor of today's national greenways movement - continues to take shape. Focused on a 200-mile corridor of 50 cities and towns, the Bay Circuit Trail connects the "jewels" of the "emerald necklace." The trail system proposed for the Nike Site will

provide a linkage to the Bay Circuit Trail and allow residents of North Wayland to connect to this regional trail system.

(d) According to an estimate from the Park and Recreation Department, it is anticipated that over 1,250 hikers would use the trails at the Nike Missile Battery Site.

4. Suitability

(a) Appropriateness of the Property: The property is generally level terrain with a slight slope from the south to the north. The area of the missile battery field is flat with minor variations in elevation around the perimeter. The eastern portion of the site is also relatively flat with slight rise just south of the location of the maintenance buildings. Because of the gentle terrain, this property is well suited for the development of handicapped accessible trails. In addition, the earthen berms that separate the missile area and the maintenance area provide an opportunity of using the existing characteristics of the site for screening of the recreation and housing areas.

The perimeter vegetation will be used to provide a buffer between the property and residential properties as well as provide scenic views from the trail system and residential buildings within the site.

(b) Suitability of Existing Buildings, Facilities, Infrastructure, and Other Improvements: The Town does not intend to utilize any of the existing buildings or structures. The Town intends to demolish the existing buildings and may demolish or fill the missile bunkers on the site. Existing roadways may or may not be used.

(c) Location of the Property: The property is located in North Wayland off Oxbow Road. The property is accessible by way of Oxbow Road to Concord Road (Route 126), which provides access to Wayland Center to the south and Lincoln, Concord, and Route 2 to the North.

(d) Property Access: An access road, currently proposed for Lot 2, shall be built from Oxbow Road near the existing access point serving the residential component on the eastern portion of the property and parking for the recreation space on the western portion of the property. Oxbow Road connects to existing roadway systems in Wayland and Lincoln as well as to Concord Road (Route 126), which accesses Wayland Center to the south and Lincoln, Concord, and Route 2 to the north. The site is not serviced by public transportation. The site proposes a handicapped accessible trail system that will link to trails in Lincoln and to the larger regional network of the Bay Circuit Trail (see Attachment #5).

5. Capability

The Town of Wayland is fully capable of overseeing the demolition of the existing structures, the preparation of the site and the development of the recreational

component of this project. The Town has direct experience in the development of recreation facilities. The Town's Park and Recreation Department is charged with the maintenance of the Town's fields and recreation facilities and the town's cemeteries. The Park and Recreation Department along with the Highway Department have the resources and equipment for the development of the handicapped accessible trails system proposed in this application.

The Town may choose to contract with a contractor for the demolition, infilling and removal of the existing buildings. Site preparation may be undertaken by the Town or the contractor.

The Town of Wayland has the financial ability to acquire, develop, maintain, and operate the recreational use of the property. Attachment #6 contains a copy of the Park and Recreation Department's FY 2004 and 2005 Budget and Attachment #7 contains a statement on the Town's Bond rating. The Town will use of Park and Recreation and Conservation budget funds for ongoing maintenance, and Community Preservation Act funds and Town Meeting appropriations to secure and develop the property.

The Park and Recreation Department and Conservation Commission will be responsible for the development and maintenance of the possible recreation component of the project i.e., the handicapped accessible trails. However, the Town may elect to contract out the construction of the trail. The Park and Recreation Department has 13 staff persons and the Conservation Commission has two full time employees who are supported by volunteers. An organizational chart for the Park and Recreation Department and Conservation Commission are provided in Attachment #8.

**Instructions for Completing Part C:
Resolution/Certification of Authority to Acquire Property**

Part C requires the applicant to submit a certified copy of a resolution, certificate of authority, or similar public document executed by its governing body, which states its desire and ability to acquire surplus Federal property for public park and recreational use, and designates the person legally authorized to apply for the property. A sample format is attached for your convenience.

The document must contain the following:

1. A statement that the application is being made for acquisition of the property under the provisions of 40 U.S.C. § 550 (e), and regulations and procedures promulgated thereunder.
2. Identification of the name, location, acreage, and General Services Administration Control Number, if applicable, of the property requested.
3. An authorization to acquire the property exclusively for public park or recreational purposes.
4. A certification that the applicant is authorized, willing, and able to assume liability and responsibility for the development, maintenance, and operation of the property for public park and recreational use.
5. A designation by title of a specific official to act as the authorized representative in all matters pertaining to the transfer of the property.
6. A certification that the applicant is willing and authorized to pay the administrative expenses incident to the transfer.

Part C:

Sample Resolution/Certification of Authority to Acquire Property

Whereas, certain real property owned by the United States of America, located in the **Town of Wayland**, County of **Middlesex**, State of **Massachusetts**, has been declared surplus and, at the discretion of the **General Services Administration**, may be assigned to the Secretary of the Interior for disposal for public park or recreational purposes under the provisions of 40 U.S.C. § 550 (e), and any regulations and policies promulgated pursuant thereto, more particularly described as follows:

Nike Battery Site #73

Total Site: 13.46+/- acres, Recreation portion of the Site: 10.71+/- acres

General Services Administration Control Number: 1-D-MA-0725


Whereas, the **Wayland Board of Selectmen** needs and will use said property in perpetuity for public park or recreational purposes as set forth in its application and in accordance with the requirements of said Act and any regulations and policies promulgated thereunder;

Now, Therefore, Be It Resolved, that **Wayland Board of Selectmen** shall make application to the National Park Service for, and secure the transfer to, the above-mentioned property for said use and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the National Park Service and the Federal disposal agency may require in connection with the disposal of said property under said Act and the regulations and policies issued pursuant thereto.

Be It Further Resolved that **Wayland Board of Selectmen** has legal authority and is willing and able, to properly develop, maintain, operate, and assume liability of the property, and that **Jeff Ritter, Executive Secretary** is hereby authorized, for and on behalf of the **Wayland Board of Selectmen** to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation or instruments, or other costs identified with the acquisition of said property.

Wayland Board of Selectmen

I, **Brian O'Herlihy**, hereby certify that I am a member of the **Wayland Board of Selectmen**; and that the foregoing resolution is a true and correct copy of the resolution adopted by the vote of a majority of the members of said **Wayland Board of Selectmen** present at meeting of said body on the **28th** day of **June, 2004**, at which a quorum was present.



(Signature)

See attached minutes and consent calendar.



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

JEFF RITTER
EXECUTIVE SECRETARY
TEL (508) 358-7755
FAX (508) 358-3627
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BOARD OF SELECTMEN
BETSY CONNOLLY
DOUGLAS J. LEARD
BRIAN T. O'HERLIHY
MICHAEL L. TICHNOR
WILLIAM D. WHITNEY

BOARD OF SELECTMEN MEETING MONDAY, JUNE 28, 2004 PROPOSED CONSENT CALENDAR

1. Question of Approving the Weekly Payroll and Expenditure Warrants (1675-P)
2. Question of Approving the Minutes from May 17, 2004, and June 7, 2004
3. Question of Approving a Request from the Chief of Police for a Permanent Exemption from Statutory Training Requirements Pursuant to M.G.L. Chapter 41, Section 98 and M.G.L. Chapter 41, Section 96B
4. Question of Approving a Request from the Church of the Holy Spirit for the Placement of Temporary Signs at the Intersection of Route 20 and 27 Subject to the Approval of the Historic District Commission for the "Antique Appraisal Day" from October 17th through October 23rd
5. Question of Approving the Submission of the National Parks Service Grant Application for the Nike Site Acquisition
6. Vote Question of Submitting a \$12,820 Grant Application to the Executive Office of Public Safety re: Emergency Generator
7. Vote Question of Approving Three (3) Applications for a Certificate of Appropriateness and One (1) for a Certificate of Hardship to be Submitted to the Historic District Commission
8. Vote Question of Approving Three (3) Invoices from M-S Transportation for \$1,731.07; \$6,472.24; and \$6,397.85
9. Vote Question of Approving a Recommendation from the Chief of Police for the Installation of a Sign on Sylvan Way, "Please Drive Slow - We Love Our Children"

DRAFT

Board of Selectmen Meeting Minutes June 28, 2004

Attendance: B. Connolly, D. Leard, B. O’Herlihy, M. Tichnor, W. Whitney (arrived 9:20 p.m.)

Also present: Executive Secretary J. Ritter, Secretary M. DiNapoli

Chair B. Connolly called the meeting of the Board of Selectmen to order at 7:00 p.m. in the Selectmen’s Meeting Room.

A1. Announcements B. Connolly announced the week’s meetings and reviewed the evening’s agenda for the viewing audience.

A2. Tim Cosgrave, Harvard Project Services, Town-Wide Environmental Plan Update Report Tim Cosgrave appeared before the Board to provide an update of his activities in regard to the town-wide environmental plan. He described the ongoing hazardous waste staff training and the environmental impact review of public projects, work activities, and capital improvements. The Board discussed whether the town’s efforts were commensurate with other communities. B. Connolly asked T. Cosgrave to provide the draft environmental plan to all the boards that are impacted by environmental concerns, as well as all department heads

A3. Public Comment Charlie Raskin, 19 Parkland Drive, asked the Board to get a legal opinion as to the difference between recusing and abstaining. He also said that he would not want an abutter of the Nike Site to serve on the Nike Site Reuse Advisory Committee, as he would consider that a conflict of interest. He asked the Board to inform the Nike Site Committee that the Housing Authority has resources available to them. Richard Turner, 7 Nob Hill Road, said that the WayCam broadcast studio needs the Board’s summer schedule, and he thanked J. Ritter for his appearance at the funeral of a resident that day. Lynda Rosenthal, 3 Christina, asked if there was any prioritization of projects in the implementation of capital projects in the master plan. She also noted that Boston Capital specializes in a plan that offer tax credits to affordable housing owners.

A12. Other Business D. Leard moved to approve the revised Purchase and Sales Agreement for the Nike Site as presented. M. Tichnor seconded. Voted 3-0 (B. Connolly recused herself from the vote.)

A8. Consent Calendar B. O'Herlihy moved to approve the Consent Calendar (warrants 1675-P and 5660) with revisions to item 8 to correct the invoice amounts due to M-S Transportation and edits to minutes of May 17, 2004, and June 7, 2004. M Tichnor seconded. Voted 4-0.

A4. Finance Committee, Annual Town Meeting, Finance Director Job Description, Town Administrator, Long-Range Capital Plan Roles) The Finance Committee appeared before the Board to discuss various issues regarding the Town's financial function. J. Ritter described the screening process for the candidate for the position of Finance Director. He said he is looking for input from the Finance Committee and has scheduled a focus meeting on August 2 to solicit public input as well. The Board discussed how the new Town Administrator position would affect the Finance Committee. Finance Director Bob Hilliard recommended that a member of the screening committee have some technical knowledge of municipal financing, such as a Finance Director from another town. B. Connolly said the Board would hold Saturday meetings in the fall to discuss these issues further. The Board and the Finance Committee discussed the master plan and how it impacts long-range capital planning.

A5. Advanced Life Support Committee, Follow-Up Report Fire Captain Vincent Smith continued his report from the Advanced Life Support Committee. Betty Sweitzer, 34 Hillside Drive, made a presentation on the difference between public need and public perception. V. Smith described the needs of the community, and discussed the three options considered by the committee: the first option was to have the town provide Advanced Life Support services entirely on its own, the second was to promote area cooperation, and the third was to consider a form of privatization. The Board agreed to begin conversations with other towns.

A6. Mark Lanza, Town Counsel, re: Nike Site Charge and Conflict of Interest Law Mark Lanza, Town Counsel, appeared before the Board to discuss the draft Nike Site Reuse Committee charge. M. Lanza discussed the laws regarding conflict of interest as it applies to abutters of the property. The Board asked M. Lanza to present a written opinion to be reviewed by the State Ethics Commission. B. O'Herlihy asked about the posting of no trespassing signs at the Nike Site property. M. Lanza discussed the difference between recusal and abstention; he said there is very little difference, except that a recusal is usually used in judicial proceedings, and abstention is usually used in legislative sense proceedings.

GB1. Insurance J. Ritter reported on the research of John Senchyshyn, Human Resource Director/Assistant Executive Secretary, in regard to alternative vendors for the town's insurance policies. He said that going to an alternate vendor for police and fire liability insurance could save the town as much as \$15,000 per year, but no savings were

found for workers compensation or professional liability insurance. He also noted that he and the staff are not sufficiently conversant in insurance to be comfortable in comparing policies; B. O'Herlihy suggested reviewing the new policies with MIIA to confirm that the town is receiving the necessary coverage.

GB2. Annual Performance Evaluation B. Connolly asked the Board to return their evaluations by July 10.

GB4. Town Administrator Timeline The Board discussed the composition of screening panels for the Town Administrator.

GB5. Double Poles Report J. Ritter said there has been significant progress on the removal of double poles; he said NStar would be on the Board agenda on July 19.

A9. Report of the Executive Secretary J. Ritter reviewed the week's events and upcoming meetings. He said the turnout for the seminar with Jeff Nutting was not as good as he had hoped, and the Board should make personal calls to promote attendance in the future. He said the Town would be getting another defibrillator for the town building.

A10. Correspondence The Board reviewed the week's correspondence.

GB3. Election of Vice Chairman

A11. Selectmen's Reports and Concerns

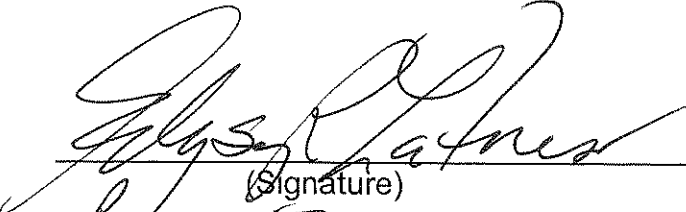
A12. Other Business

Adjourn: B. O'Herlihy moved to adjourn the meeting at p.m. W. Whitney seconded. Voted 5-0.

Acceptance by the United States of America

The foregoing application is hereby approved and accepted by and on behalf of the Secretary of the Interior for the United States of America this _____ day of

8/3, 2004.



(Signature)
Program Manager

(Title)
Federal Lands to Parks
Northeast Region

(Office)

National Park Service
U.S. Department of the Interior