

**PACKET**

**APR 9**

**2018**



NAN BALMER  
TOWN ADMINISTRATOR  
TEL. (508) 358-7755  
[www.wayland.ma.us](http://www.wayland.ma.us)

# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

## BOARD OF SELECTMEN

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

## BOARD OF SELECTMEN

**Monday, April 9, 2018**

**5:30 p.m.**

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

### **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.*

- |         |      |                                                                                                                            |
|---------|------|----------------------------------------------------------------------------------------------------------------------------|
| 5:30 pm | 1.)  | Call to order by Chair <ul style="list-style-type: none"><li>• Review agenda for the public</li></ul>                      |
| 5:32 pm | 2.)  | Announcements and public comment                                                                                           |
| 5:35 pm | 3.)  | Town Administrator Search: Meet with Bernie Lynch of Community Paradigm Associates                                         |
| 6:30 pm | 4.)  | Flexible Spending Accounts: Review and approve plan to outsource the administration of employee flexible spending accounts |
| 6:40 pm | 5.)  | Minutes: Vote to approve and release minutes of March 26, 2018                                                             |
| 6:45 pm | 6.)  | Consent Calendar: Review and vote to approve                                                                               |
| 6:50 pm | 7.)  | Correspondence: Review                                                                                                     |
| 6:55 pm | 8.)  | Selectmen's reports and concerns                                                                                           |
| 7:00 pm | 9.)  | Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any                                  |
| 7:05 pm | 10.) | Adjourn                                                                                                                    |

**TOWN OF WAYLAND, MASSACHUSETTS  
AGREEMENT**

**CONTRACT NO. 18-1051  
COMMUNITY PARADIGM ASSOCIATES, LLC**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the TOWN of Wayland, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 41 Cochituate Road, Wayland, Massachusetts, hereinafter referred to as the “TOWN”, and COMMUNITY PARADIGM ASSOCIATES, LLC, having a usual place of business at 1 Saddleback, Plymouth, MA 02360, hereinafter referred to as the “CONTRACTOR”.

**WITNESSETH:**

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of PRIVATE CONSULTANT SERVICES FOR THE RECRUITMENT AND SELECTION OF THE TOWN ADMINISTRATOR OF WAYLAND, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Request for Proposals and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of Scope of Services IFB 18-1051, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from \_\_\_\_\_ and shall expire on September 30, 2018, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
  - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$12,300, which includes advertising costs.

- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
- C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence

(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such

termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

DATE: APRIL 9, 2018  
TO: LEA ANDERSON, CHAIR, BOARD OF SELECTMEN  
FROM: ELIZABETH DOUCETTE, ASSISTANT TOWN ADMINISTRATOR  
RE: REVIEW AND APPROVE PLAN TO OUTSOURCE ADMINISTRATION OF EMPLOYEE  
FLEXIBLE SPENDING ACCOUNT PROGRAM

**BOARD ACTION REQUESTED**

Review and approve plan to outsource administration of employee Flexible Spending Account Program.

**BACKGROUND**

Flexible Spending Accounts for medical and child care expenses are offered as a benefit to Town and School employees. This program is currently administered in-house by Town staff. Most municipalities that offer Flexible Spending Accounts to their employees engage a service provider for administration.

**BENEFITS OF USING A SERVICE PROVIDER**

The primary benefits of using a service provider for Flexible Spending Account Program administration are:

1. Assurance of full HIPAA Compliance – Risk mitigation
2. Confidentiality of employee records
3. Savings of staff time
4. Prepaid Medical Benefits cards for ease of use
5. Faster reimbursement time

**COST**

Currently, participants pay a fee of \$4 per month or a maximum of \$48 per year to participate in the program. This fee is retained by the Town to handle program administration including reimbursement processing and records retention and disposal.

Service providers charge between \$3.50 and \$5.00 per participant per month. If program administration is outsourced the fees paid by employees would cover most or all of these costs. The Town also receives additional program revenue at the end of each year that can be applied toward program administration costs. Therefore, outsourcing administration for this program will not incur costs to the Town.

**RECOMMENDATION**

It is recommended that the Town plan to outsource program administration for the Flexible Spending Account Program to reduce HIPAA Compliance risk, provide employee confidentiality and recover valuable staff time. It is also recommended that the participant fee remain unchanged for the upcoming year and be re-evaluated the following year.

**BOARD OF SELECTMEN**

**Monday, April 9, 2018  
Wayland Town Building  
Large Hearing Room  
41 Cochituate Road**

**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 KP Law, dated March 22, 2018, Invoice No. 115385, for legal services rendered through February 28, 2018:  
\$9.25
3. Vote the question of approving the invoice for KP Law, dated March 26, 2018, Invoice No. 115508, for legal services rendered through February 28, 2018:  
\$14,372.23

**RECEIVED**

**KP LAW, P.C.**  
101 ARCH STREET  
BOSTON, MA 02110  
(617) 556-0007

MAR 26 2018  
Board of Selectmen  
Town of Wayland

INVOICE NO: 115385

WAYLAND TAX  
MS. NAN BALMER  
WAYLAND TOWN HALL  
41 COCHITUATE ROAD  
WAYLAND, MA 01778

IN REFERENCE TO: PROFESSIONAL SERVICE THROUGH      February 28, 2018  
March 22, 2018

TOTAL FEES:	\$9.25
TOTAL COSTS:	<u>\$0.00</u>
BALANCE DUE:	<u>\$9.25</u>

**RECEIVED**

**MAR 29 2018**

Board of Selectmen  
Town of Wayland

**KP LAW, P.C.**  
101 ARCH STREET  
BOSTON, MA 02110  
(617) 556-0007

INVOICE NO: 115508

WAYLAND TOWN HALL  
41 COCHITUATE ROAD  
WAYLAND, MA 01778

IN REFERENCE TO: PROFESSIONAL SERVICE THROUGH      February 28, 2018  
March 26, 2018

TOTAL FEES:	\$14,134.00
TOTAL COSTS:	<u>\$238.23</u>
BALANCE DUE:	<u>\$14,372.23</u>

**PUBLIC DOCUMENTS PROVIDED TO THE BOARD OF SELECTMEN FROM MARCH 24, 2018, THROUGH AND INCLUDING APRIL 6, 2018, OTHERWISE NOT LISTED AND INCLUDED IN THE CORRESPONDENCE PACKET FOR APRIL 9, 2018**

**Items distributed to the Board of Selectmen – March 24, 2018-April 9, 2018**

1. None

**Items distributed for information and use by the Board of Selectmen at the Meeting of March 26, 2018**

1. Chart showing the annual cost of Electronic Voting at Town Meeting since 2012

**Items included as part of Agenda Packet for discussion during the April 9, 2018 Board of Selectmen's Meeting**

1. Contract between the Town of Wayland and Community Paradigm Associates, LLC for private consultant services for the recruitment and selection of the Town Administrator of Wayland
2. Memorandum from Beth Doucette, Interim Assistant Town Administrator, to the Board of Selectmen, re: Flexible spending accounts

**BOARD OF SELECTMEN  
Monday, April 9, 2018  
Wayland Town Building  
Large Hearing Room**

**CORRESPONDENCE**

**Departmental Correspondence**

1. Letter from Nan Balmer to All DPW Personnel, dated April 2, 2018, re: Thank you!
2. Email from Patrick Swanick, Chief of Police, to Nan Balmer, dated April 3, 2018, re: Door to Door Sales
3. Memorandum from Daniel C. Hill, Chair of the Planning Board, to the Board of Selectmen, dated March 27, 2018, re: Chapter 40B Monitoring
4. Monthly Report of the Wayland Police Department, March 2018

**Selectmen**

5. Letter from Thomas E. Gulley to Lea Anderson, dated March 30, 2018, re: Alleged water bill error

**State**

6. Alcoholic Beverages Control Commission Advisory Regarding Cannabis in Alcoholic Beverages



NAN BALMER  
TOWN ADMINISTRATOR  
TEL. (508) 358-7755  
[www.wayland.ma.us](http://www.wayland.ma.us)

# TOWN OF WAYLAND

41 COCHITUATE ROAD  
WAYLAND, MASSACHUSETTS 01778

## BOARD OF SELECTMEN

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

April 2, 2018

All Personnel  
Department of Public Works  
66 River Road  
Wayland, MA 01778

RE: Thank you!

Dear DPW Personnel,

On behalf of the Wayland Board of Selectmen, please accept the Town's appreciation for your dedicated efforts to keep the town's roads clear of snow and safe through the winter. This year, March brought several surprise weather events which reminded the Board of the essential work that you do for the Town. We appreciate your efforts and the skill and stamina required to keep Wayland residents safe through bad weather.

With deep appreciation,

Nan Balmer  
Town Administrator

CC: Board of Selectmen

**Porter, David**

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**From:** Balmer, Nan  
**Sent:** Tuesday, April 03, 2018 10:55 AM  
**To:** Porter, David  
**Subject:** FW: Door to Door Sales

Correspondence

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**From:** Swanick, Patrick  
**Sent:** Tuesday, April 03, 2018 8:31 AM  
**To:** Balmer, Nan  
**Subject:** FW: Door to Door Sales

Nan,

I have resolved the issue with Mr. Godinez concerning door-to-door sales in Wayland. Last year Mr. Godinez had two employees going door to door in Wayland selling pest control services. His employees were professional and had obtained all of the proper permits.

I have agreed to allow his employees to work later than the 5 p.m. guideline that was previously set by the Wayland Police Department. Mr. Godinez has assured me that his employees will stop before the sun sets, and that they will not be out after dark. Current laws allow solicitors to conduct business until 8 p.m. in Massachusetts. Mr. Godinez has assured me that his employees will conclude all business in Wayland prior to 8 p.m.

Patrick Swanick  
Chief of Police  
Wayland Police Department  
38 Cochituate Road  
Wayland, MA 01778  
Phone: 508-358-1710

This e-mail message, and any attachment to it, may contain confidential and/or legally privileged information. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original e-mail message. Any disclosure, copying, distribution, or use of the contents of information received in error is strictly prohibited. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's E-mail System Administrator.

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**From:** Juan Godinez [<mailto:juang@rovepestcontrol.com>]  
**Sent:** Monday, April 02, 2018 9:46 PM  
**To:** Swanick, Patrick  
**Subject:** Re: Door to Door Sales

Dear Chief Swanick,

Thank you, once again, for taking the time to speak with me last week. As we discussed, my sales reps will obtain the required licensing with your Police Department prior to soliciting door to door in Wayland. We appreciate your willingness to allow us to solicit past 5pm. We will NOT be soliciting after it is dark.

Please let me know if I can address any specific issues with my sales reps and I will do so immediately. As a military veteran (USAF), I definitely appreciate your public service and I look forward to fostering a mutually respectful relationship with the Wayland Police.

Best regards,  
Juan Godinez

On Mar 29, 2018, at 11:34 AM, Swanick, Patrick <[pswanick@wayland.ma.us](mailto:pswanick@wayland.ma.us)> wrote:

Mr. Godinez,

I understand that you are interested in expanding the hours for your employees to engage in door-to-door sales/solicit new business in Wayland.

According to M.G.L. Chapter 101 Section 34; "The chief of police or other designated official may regulate the hours during which and conditions under which the registrant may engage in door-to-door selling". In the town of Wayland, that decision is made by the Chief of Police.

Please call me and we can discuss your request. I am sure that we can come to an agreement that will balance the safety and security needs of our community with your interest to engage in commerce.

I look forward to hearing from you.

Patrick Swanick  
Chief of Police  
Wayland Police Department  
38 Cochituate Road  
Wayland, MA 01778  
Phone: 508-358-1710

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## Town of Wayland Massachusetts

To: Wayland Board of Selectmen

From: Daniel C. Hill, Chair  
Wayland Planning Board

Re: Chapter 40B Monitoring

Date: March 27, 2018

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As you may recall, I wrote to you on May 4, 2016 to bring to your attention a lapse in post-permit monitoring at four residential developments in Wayland permitted under Chapter 40B - Wayland Gardens (Cochituate Road), Wayland Commons (Town Center), Post Road Village (Route 20), and the Nike Site housing development off of Oxbow Road. As I explained in my previous memorandum, each of these projects is governed by a "regulatory agreement" that caps the project's profit at 20% of development costs. Any profit made by the developer in excess of this profit cap must be given to the Town of Wayland for reinvestment in affordable housing.

The regulatory agreements each provide that upon "substantial completion" of the project, the developer must commission a "cost certification," prepared by an independent certified public accountant, attesting to the costs and income from the project, which certification must then be filed with the respective project's "monitoring agent" for review. The purpose of the cost certification is to determine whether there are any excess profits from the project. Of the four projects identified above, only two have filed cost certifications (Wayland Gardens and Nike Site), and as far as I know, neither of those cost certifications has been reviewed for completeness or veracity by the designated monitoring agent or subsidizing agency.

On September 8, 2016, the Board of Selectmen wrote to the designed agencies requesting information on whether cost certifications have been requested and/or reviewed. MassHousing, which is responsible for enforcing the profit cap requirements for the Wayland Commons and Post Road Village projects, responded on September 22, 2016, acknowledging that the developers' cost certifications were overdue, but not promising to take any action to enforce that filing requirement. We received the cost certifications from DHCD and CHAPA for the Nike Site and Wayland Gardens projects, respectively, but it is unclear whether those agencies have actually reviewed the cost certifications and made the findings it is required to make under the regulatory agreements.

My immediate concern is the continued resistance from MassHousing to fulfill its legal

obligations to enforce the regulatory agreements – we have no evidence that the developers of Wayland Commons and Post Road Village have filed cost certifications, much less that MassHousing has reviewed them and given the Town an opportunity to review them, as required under MassHousing's rules and procedures. We know as matter of public record that the condo units in those projects sold at prices that exceeded expectations, and it is not uncommon in Chapter 40B development for profits to exceed 20% of development costs – my firm has prosecuted several claims against Chapter 40B developers to recover such “excess profits.”

If there are in fact excess profits from these projects, they should be paid to the Town so that the Town can use them to increase the Town's affordable housing inventory, which is one of the purposes of Chapter 40B – to encourage municipalities to develop their own affordable housing in order to avoid “unfriendly” comprehensive permit projects that require waivers from town bylaws and regulations.<sup>1</sup>

I respectfully request that the Board of Selectmen present MassHousing with a demand, insisting that it fulfill its obligations to enforce the profit cap requirements in the regulatory agreements. If MassHousing persists in obstructing the Town's efforts to ensure compliance with the regulatory agreements, the Board should be prepared to legal action. Thank you for your attention to this matter.

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<sup>1/</sup> There is a tract of land on Oxbow Road that the federal government is preparing to sell – former Army housing associated with the former Nike missile site. This land would be an excellent site for a small-scale affordable housing development, but the Town lacks the financial resources to make a competitive bid.



# WAYLAND POLICE DEPARTMENT

WAYLAND, MASSACHUSETTS 01778



PATRICK SWANICK  
CHIEF OF POLICE

## Monthly Report - March 2018

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March was a very busy month for all public safety personnel. We had two major Nor'easters. The first storm caused a lot of damage to trees and power lines in Wayland and the Metrowest area. At one time the town had reports of 200 wires down and 50 streets that were blocked due to fallen trees and wires. The Wayland Police, Fire and DPW worked together to coordinate a response to clear the roads and work with utility companies to restore power to the residents of Wayland.

On March 4<sup>th</sup> at approximately 4:47 a.m. the Sudbury police called and asked Wayland officers to stop a vehicle for them. The operator drove through a closed road/construction area and refused to stop for the Sudbury police. Wayland officers located the car as it travelled south on Route 27. Officers followed behind the car with their blue lights flashing and siren sounding. The vehicle slowed, but refused to stop for the officers. The vehicle was operating without any lights on and was crossing the center line taking up both lanes of the road.

The vehicle did eventually stop in the area of 127 North Main Street in Natick. The man exited his vehicle, raised his hands in the air and started to shout something about seeing his sons. Wayland and Natick police officers' approached the man and after a brief struggle he was placed under arrest. The operator, a 42 year old male from Hudson, was charged with Failure to Stop, Marked Lanes Violation, Operating to Endanger, and Resisting Arrest. Officers later learned that the man was suffering a mental breakdown.

On March 7<sup>th</sup> at approximately 10:15 p.m. a Wayland officer was travelling east on Route 20 in the area of the landfill when he noticed a vehicle travelling towards him at a very high rate of speed. The officer's cruiser radar showed that the oncoming vehicle's speed was 105 MPH. The officer caught up to the vehicle as it was forced to slow down for traffic. The operator, a 25 year old woman from Marlborough was issued a citation for Speeding and Operating to Endanger.

On March 9<sup>th</sup> at approximately 2:30 a.m. Wayland officers responded to Riverview Circle for a report of an unruly passenger in a car. The vehicle was stuck in the snow bank. The passenger in the rear seat was described as a 25 year old, intoxicated, shirtless man from Wellesley. He had a cast on his hand and smashed the rear window of the vehicle. He was charged with Malicious Destruction of Property.

On March 10<sup>th</sup> at approximately 1:30 a.m. a Wayland officer stopped a vehicle on West Plain Street for speeding and failing to stay in marked lanes. The operator, identified as a 28 year old Wayland man, was charged with Operating Under the Influence of Alcohol.

Earlier this month a 38 year old male resident had a restraining order taken out against him due to ongoing domestic issues. He was served the restraining order and informed that he to stay away from his marital home. On March 19<sup>th</sup> at approximately 4:14 a.m. a Wayland officer observed a vehicle drive on to the street, then stop and parked in front of the home where the restraining order was in effect. Wayland officers approached the vehicle, determined that the subject was in violation of the restraining order, and place him under arrest. He was later transported to the Framingham District Court.

On Monday March 26<sup>th</sup> I participated in a panel discussion at the Wayland High School. The topic was Guns, School Shootings and Teenage Violence. The other panelists were Michael Siegel from Boston University School of Public Health and Mark Kline a Clinical Psychologist.

The panelists responded to a variety of questions from Wayland High School students. The session was very informative and we all learned a great deal from each other.

A handwritten signature in black ink, appearing to read 'Patrick Swanick', with a long horizontal flourish extending to the right.

Patrick Swanick

Chief of Police

## ***Wayland Police Department Monthly Training Report***

Officers of the Wayland Police Department attended the following training programs during the month of March 2018:

### **In-Service**

MPTC

Boylston Academy

Christopher Custodie

March 5-8, 2018

Christopher Cohen

March 5-8, 2018

Tyler Castagno

March 12-15, 2018

Mark Hebert

March 19-22, 2018

Mark Wilkins

March 19-22, 2018

### **In-Service**

MPTC

Reading Academy

William Smith

March 12-15, 2018

Redmond Walsh

March 12-15, 2018

### **QPR Suicide Prevention**

QPR Institute

Wayland Police Department

Christopher Custodie

March 21, 2018

Seanna Lombardo

March 21, 2018

Tyler Castagno

March 21, 2018

Jaime Berger

March 21, 2018

Sean Fitzgerald

March 21, 2018

Shane Bowles

March 21, 2018

### **Advancing and Supporting Women in Law Enforcement**

Conference: Guest Speakers: LT Rossi, LT Grigas, SPC McGovern

Weston Police Department

Seanna Lombardo  
Lynnet Sloan

March 30, 2018  
March 30, 2018

Officer - Jarrod Kullien  
Officer - Colin Fitzpatrick

March 12, 2018

Patrick Swanick

Chief of Police, Wayland, MA

Dear Chief Swanick;

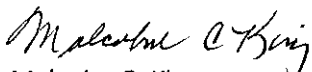
I wanted to commend your officers that attended to the small traffic accident I was involved in on Friday, 3/09 at 14:23 hours on Old Conn Path. It was not very involved nor were there any serious, if any, injuries but a bothersome event all the same. There was a very polite young lady, Selena Safolis, involved and she was quite upset at hitting me and your officers put her very much at ease. I did not notice their names but they handled it in a very efficient and professional manner and you should be proud of them.

They had a tow truck there, got us out of the way and cleared us in less than twenty minutes.

I am sure that Ms. Safolis' father felt the same way, a "not to worry, no one is hurt, let's just get everyone home safely" attitude, no stress nor worry. In this day of beating up on the thin blue line, I thought a well deserved, positive word was in order.

I am sure that Incident report #3117 will give you're their names.

Again, my thanks to your officers.

  
Malcolm C. King

Stoughton, MA

(PS: Remind the younger one what the "second best Service is" - a little fun between vets)

**Swanick, Patrick**

---

**From:** vtsgmailer@vt-s.net on behalf of Contact form at Wayland MA [vtsgmailer@vt-s.net]  
**Sent:** Tuesday, March 20, 2018 11:45 AM  
**To:** Swanick, Patrick  
**Subject:** [Wayland MA] Appreciation for Sergeant Akins ([REDACTED])

Hello pswanick,

[REDACTED] has sent you a message via your contact form (<https://waylandma.st7.vt-s.net/user/85/contact>) at Wayland MA.

If you don't want to receive such e-mails, you can change your settings at <https://waylandma.st7.vt-s.net/user/85/edit>.

Message:

Dear Chief Swanick,

I wanted to take a moment to send you a note of compliment about Sergeant Akins. My family and I had a live downed wire in front of our garage, and after five calls to Eversource, they still had not come out to get the wires off the ground. Yesterday my wife called the dispatch and Sergeant Akins came out to the house to assess the situation in person. He then had Eversource called again from your department. They were out 15 minutes later and they fixed the problem for us. Then Sergeant Akins took the extra step of personally calling us again to make sure the job was done.

We realize resources are stretched thin and that the series of storms we've had has made the problem worse for everyone, but I wanted you to know how much we appreciate the personal touch with which Sergeant Akins did his job.

We are thankful to him and to you for cultivating this approach amongst your staff.

Best,

J [REDACTED]

## Swanick, Patrick

---

**From:** Lombardo, Seanna  
**Sent:** Wednesday, March 28, 2018 2:18 PM  
**To:** Gibbons, Sean; Swanick, Patrick  
**Subject:** FW: Resource

Just thought I would share a nice sentiment that was e-mailed to me.

---

**From:** [REDACTED]  
**Sent:** Tuesday, March 27, 2018 10:11 PM  
**To:** Lombardo, Seanna  
**Cc:** Craig & Sue  
**Subject:** Re: Resource

Detective Lombardo,

We are all so very grateful and appreciative of your compassion and professionalism.

We can not thank you enough for supporting every one of us.

I'll keep you posted as to how we are all doing. So far, so good.

Your kindness is truly heartfelt.  
Sue & Craig

[REDACTED]  
iHeart Radio  
Sent from my iPhone  
[REDACTED]

On Mar 27, 2018, at 1:41 PM, Lombardo, Seanna <[slombardo@wayland.ma.us](mailto:slombardo@wayland.ma.us)> wrote:

Craig and Sue,

I hope all is well today. I know that this isn't a perfect system, but I hope that your mother is able to get the help and peace she truly deserves. I know she (and YOU ALL) is going through a lot at the moment, and hopeful some of the resources I have reaching out will help. One of the resources that will be helping Nancy is an organization called Voices against Violence. Their advocates are amazingly helpful and have more resources than I could ever imagine! I spoke with Tracey today, whose information is listed below. She said that I could pass her information along to you as well (Hopefully you can pass this along to Kevin too!) so that YOU had resources too. This is a family dynamic and everyone involved can certainly use this resource. **Please give her a call.** I truly think they can help everyone involved! I am here if you need me.

Seanna

<image001.png>

[REDACTED]  
[REDACTED]  
[REDACTED] 2

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From: Matthew [REDACTED]  
Sent: Monday, March 5, 2018 6:48 AM  
To: Wilkins, Mark <mwilkins@wayland.ma.us>  
Subject: Thank You: [REDACTED]

Dear Officer Wilkins,

Just wanted to thank you for your kind words when you stopped by on Sunday. Very much appreciated and gave me some time to spend with the family.

I have had exactly two interactions with the Wayland Police since moving here about 5 years ago and your organization has always been both thoughtful and helpful. I looked on your web-page for a place to donate as a token of my thanks but could not find one. If there is would you send me a link? If not would you send me a link to a cause you folks support? Would be honored to make a donation in your name.

Thank you again,  
Matt

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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NATIONAL COUNCIL FOR HOME SAFETY AND SECURITY

# ★ THE SAFEST CITIES IN MASSACHUSETTS 2018 ★

On a whole, Massachusetts's crime rates are decent. The state places near the national mean in violent crime, with an average of 3.91 violent crimes per 1,000 inhabitants, yet it fares excellently in property crime: only 15.82 crimes per 1000, good enough for 4<sup>th</sup> overall among the fifty states.

3.91

Average violent crime per 1,000

15.82

Average property crime per 1,000

The New England state is also home to some of the safest municipalities found in the country, with three of its communities placing in the top ten overall for safest U.S. towns with a population exceeding 10,000. The safest in Massachusetts is Wayland, a town of 13,760 that recorded just 5 violent crimes and 6 property crimes. This calculates into averages of less than 0.5 crimes per 1,000 inhabitants in both categories.

Norfolk (#2), founded in 1669, is a similarly sized town with nearly as impressively low crime rates. Its 0.33 violent crimes and 1.75 property crimes per 1,000 are rates hard to find anywhere else in the country.

Placing third is Norton, home of Wheaton College (Mass.) and slightly larger with a population of 19,445. The town recorded just 10 violent crimes in the most recent year for which data is available and furthers Massachusetts's reputation for very safe communities.

## 1. WAYLAND

13,760

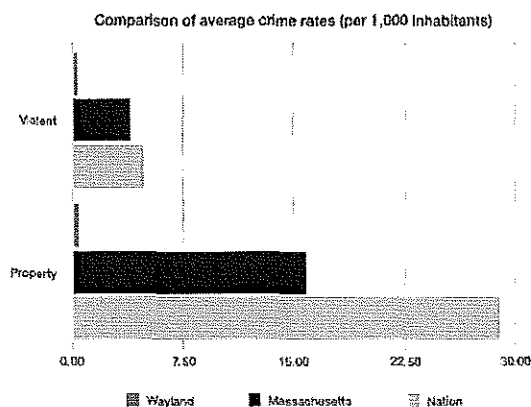
Population

5

Violent Crimes

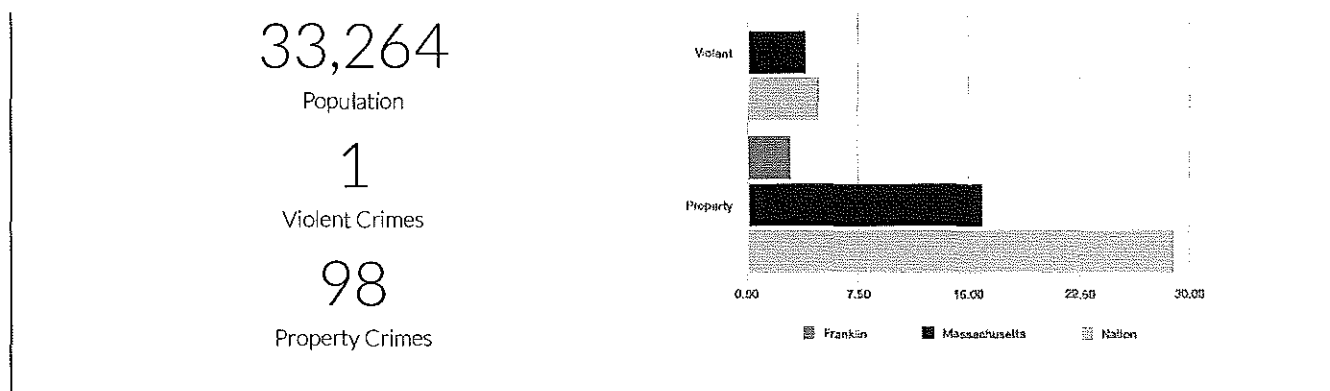
6

Property Crimes



## 2. NORFOLK

Comparison of average crime rates (per 1,000 inhabitants)



## Massachusetts' Safest Cities

Search:

Rank	City	Population	Violent crime	Property crime	Violent per 1,000	Property per 1,000
1	Wayland	13,760	5	6	0.36	0.44
2	Norfolk	11,991	4	21	0.33	1.75
3	Norton	19,445	10	33	0.51	1.70
4	Sudbury	19,035	7	41	0.37	2.15
5	Franklin	33,264	1	98	0.03	2.95
6	Hopkinton	16,960	2	64	0.12	3.77
7	Holden	18,829	13	55	0.69	2.92
8	Bedford	14,280	6	49	0.42	3.43
9	Medway	13,289	0	59	0.00	4.44
10	Sharon	18,200	14	62	0.77	3.41
11	Holliston	14,656	10	55	0.68	3.75
12	Groton	11,372	4	49	0.35	4.31
13	Clinton	13,780	8	56	0.58	4.06
14	Shrewsbury	36,874	4	176	0.11	4.77
15	Lexington	33,643	23	132	0.68	3.92
16	Westford	24,103	21	88	0.87	3.65
17	Weston	12,147	10	52	0.82	4.28
18	North Reading	15,712	20	60	1.27	3.82
19	Southborough	10,048	5	53	0.50	5.27
20	Needham	30,733	6	177	0.20	5.76
21	Wellesley	29,049	13	159	0.45	5.47
22	Billerica	42,965	43	201	1.00	4.68

T. Holder

20 Meadow View Road  
Wayland, MA 01778-2902  
2018-03-30

Ms. Lea Anderson  
Chairperson of the Wayland Board of Selectmen  
Wayland Town Building  
41 Cochituate Road  
Wayland, MA 01778

RECEIVED

APR 02 2018

Board of Selectmen  
Town of Wayland

Dear Ms. Anderson,

At last night's Water Department Board meeting my request for a \$91.98 credit (for overbilling) to my water bill account failed to pass on a 2-2 vote. The only reason verbalized at the meeting for rejecting my request was a reluctance to establish a precedent.

I had the same problem in 2014 with my Fall, 2013 water bill.

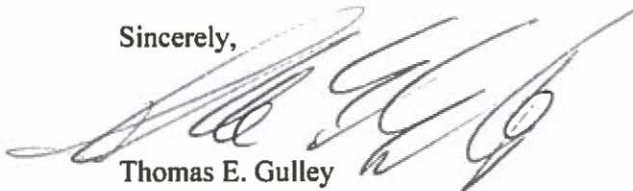
In 2014 the board heard my case, reviewed it and approved on a 3-0 vote a \$78.47 credit.

The current problem is that my semi-annual bill for the summer months spanned seven months instead of six months. This caused me to be billed for the seventh month's usage at the maximum (step 4 "penal") rate where my summer bill always peaks vs. the step 3 rate where my winter bill always peaks.

The one month usage at the penal rate is \$232.34 vs. at the step 3 rate is \$140.36 for a difference of \$91.98. (see attached calculation)

If you can intervene and reverse this decision in my favor, please do so. If you cannot or do not wish to, please consider this letter as a written presentment of my claim for overbilling under Massachusetts General Laws Chapter 258, Section 4.

Sincerely,



Thomas E. Gulley

508-877-4259

Attachment: 20 Meadow View Rd. - Overbilling Calculation

**20 Meadow View Rd.**  
**2016/Fall Water Bill Discrepancy**

**OVERBILLING CALCULATION**

Fall Bill was for **212 days** it should have been for **182 days**.

The average daily usage was 61.32 cu. ft.

**30 extra days** at 61.32 cu. ft./day = 1839.62 cu. ft. billed at the top rate

1839.62 cu. ft. at \$12.63/100 cu .ft. = **\$232.34 overbilled and being paid**

**ADJUSTED BILLING CALCULATION**

Adding 1839.62 cu. ft. to the previous Spring Bill at the top applicable rates:

1839.62 cu. ft. at \$7.63/100 cu. ft. = \$140.36

**\$140.36 should have been billed**

**CREDIT DUE CALCULATION**

$\$232.34 - 140.36 = \underline{\$91.98}$

**Credit Due** **\$91.98**



Jean M. Lorizio, Esq.  
Chairman

*Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, Massachusetts 02114  
Telephone: (617) 727-3040  
Fax: (617) 727-1510*

RECEIVED

MAR 27 2018

Board of Selectmen  
Town of Wayland

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY  
REGARDING CANNABIS IN ALCOHOLIC BEVERAGES**

On July 1, 2018, cannabis is expected to become legal for retail sale in Massachusetts. The Commission issues this Advisory to inform the industry on the use of cannabis in alcoholic beverages in the Commonwealth.

Cannabinoid extract from the cannabis plant is considered a Schedule I drug by the Drug Enforcement Agency.<sup>1</sup> Infusing or otherwise adding cannabinoid extract in alcoholic beverages is considered adulteration of alcohol under M.G.L. c. 270, § 1.<sup>2</sup>

Please be advised that even though retail sales of cannabis are expected to become lawful starting July 1, 2018, it will remain unlawful to manufacture and/or sell alcoholic beverages containing any cannabinoid extracts, including tetrahydrocannabinol ("THC") and cannabidiol ("CBD"), regardless of whether it is derived from the cannabis plant or industrial hemp.

Any licensee found in violation of the law by manufacturing, transporting, selling, and/or possessing on its licensed premises cannabinoid-infused alcoholic beverages faces potential suspension or revocation of its license. The licensing authorities may also refer any violations to the relevant District Attorney's Office or the Attorney General's Office for criminal prosecution under M.G.L. c. 270, § 1, with a penalty of up to three years' imprisonment.

While cannabinoids, including CBD and THC, can never be used in the manufacture of alcoholic beverages in Massachusetts, industrial hemp can be used in the manufacture of alcoholic beverages. Should a licensee seek to manufacture alcoholic beverages containing industrial hemp in Massachusetts, the licensee first must do two things:

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<sup>1</sup> See 21 C.F.R. 1308.11(d)(23)(drug code 7350). Drug Code 7350 provides the following definition of what is classified as Schedule I for cannabis extract: "Marihuana Extract—Meaning an extract containing one or more cannabinoids that has been derived from any plant of the genus *Cannabis*, other than the separated resin (whether crude or purified) obtained from the plant." See "Final Rule," Drug Enforcement Agency & Department of Justice, December 14, 2016.

<sup>2</sup> It is also likely a violation of the Food & Drug Administration's Federal Food, Drug, and Cosmetic Act, 21 U.S.C. 342(a) ("A food shall be deemed to be adulterated . . . [i]f it bears or contains any poisonous or deleterious substance which may render it injurious to health . . .").

(1) obtain approval of the alcoholic beverage's formula from the Alcohol and Tobacco Tax and Trade Bureau ("TTB") in accordance with its Hemp Policy dated April 3, 2000, and

(2) obtain a certificate of label approval ("COLA") for the alcoholic beverage from the TTB.

Please be aware that the TTB will only approve a formula if the finished product contains no controlled substance, meaning it cannot contain any cannabinoids, including CBD and THC. Guidelines for the TTB's approval of industrial hemp-infused alcohol can be found at the following link: [https://www.ttb.gov/formulation/hemp\\_policy.shtml](https://www.ttb.gov/formulation/hemp_policy.shtml).

As always, all licensees must ensure that they comply with all state and federal laws, and that manufacturing and sales of alcoholic beverages take place only as authorized by state and federal law.

(Issued March 22, 2018)