

PACKET

JUNE 11

2018



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, June 11, 2018
7:00 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.

- | | | | |
|---------|-----|---|-------------------------------------|
| 7:00 pm | 1.) | Call to order by Chair | |
| | | • Review agenda for the public | |
| 7:02 pm | 2.) | Announcements and public comment | |
| 7:10 pm | 3.) | Changes to Town permitting process: Update from Building Commissioner | |
| 7:20 pm | 4.) | Board and committee appointments: Vote to appoint the following: | |
| | | William Steinberg | Economic Development Committee |
| | | Betsy Soule | Council on Aging |
| | | Mary Antes | Council on Aging |
| | | Becky Patterson | Council on Aging |
| | | Jack Carr | Surface Water Quality Committee |
| | | Thomas Largy | Surface Water Quality Committee |
| | | Randall Moore | Audit Committee |
| | | Adam Gutzbezel | Cultural Council |
| | | Barbara Hoffman | Cultural Council |
| | | Jonathan Sachs | Zoning Board of Appeals |
| | | James Grumbach | Zoning Board of Appeals |
| | | Linda Segal | Zoning Board of Appeals (Associate) |
| | | Lisa Raferty | Youth Advisory Committee |
| | | Brenda Ross | Youth Advisory Committee |
| | | Stephen Greenbaum | Municipal Affordable Housing Trust |
| | | Barbara Howell | Conservation Commission |
| | | Sean Fair | Conservation Commission |
| | | Carol Martin | Finance Committee |
| | | Desmond McAuley | Historic District Commission |

BOARD OF SELECTMEN

Monday, June 11, 2018

7:00 p.m.

Wayland Town Building

Selectmen's Meeting Room

41 Cochituate Road Wayland

Proposed Agenda Page Two

- 7:35 pm 5.) Review list of potential Special Town Meeting articles
- 1) Ban on commercial recreational marijuana establishments
 - 2) Marijuana overlay district
 - 3) Vote to appropriate funds for initial year of Police Collective Bargaining Agreement
 - 4) High School Stadium complex renovation
 - 5) High School tennis courts/softball field reconstruction
 - 6) CPA: Uncommitted: Partial construction of WHS athletic facilities
 - 7) Construction of synthetic turf athletic field at Loker conservation and recreation area
 - 8) Rename Happy Hollow access easement to include utility easement
 - 9) Town Manager Special Act
- 7:50 pm 6.) Town Organization: Review draft presentation to boards and committees
- 8:10 pm 7.) Town Administrator Search update
- 8:20 pm 8.) Annual Report: Assign preparation
- 8:30 pm 9.) Town Administrator Report
- 1) Correspondence
- 8:35 pm 10.) Minutes: Review and vote to approve the minutes of May 23, 2018
- 8:40 pm 11.) Consent Calendar: Review and vote to approve (*see separate sheet*)
- 8:45 pm 12.) Correspondence: Review
- 8:50 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.) Executive Session: Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a)(6) to discuss the purchase, exchange, lease or value of real property with respect to the Town's agreement with Twenty Wayland, LLC, relative to property and development located off 400-440 Boston Post
- 9:25 pm 16.) Adjourn

Balmer, Nan

From: Larsen, Geoffrey
Sent: Monday, May 14, 2018 6:04 PM
To: Reef, Elizabeth; Starek, Cheryl; Maltinsky, Nathan
Cc: Junghanns, Julia; MacCaughey, Darren; White, Patti; Ledwell, Diane
Subject: Building Permit Permitting Process for Select types of Work

Good afternoon Liz, Cheryl, Nate and April,

Please be advised that as of today the following types of BUILDING PERMITS can be taken in at the Building Department following written confirmation on the Building Permit application that the HEALTH Department has received their application.

Building Permits for:

1. Detached residential unconditioned accessory structure
2. Attached residential unconditioned additions; e.g. screened porches
3. Residential decks
4. Demolition of entire residential structures

It is intended that for these types of building permits that this process will allow shorter total review times by allowing Health and Building Departments to review plans concurrently.

Geoff Larsen
Geoffrey S. Larsen, CFM
Building Commissioner
Town of Wayland, MA
glarsen@wayland.ma.us

Common Residential Projects (1&2 Family)
Likely Required Department Approvals Permitted by Right Zoning/Outside Historic

	Building Dept	Health Dept	Conservation Dept	Fire Dept	Planning Dept	Water/DPW
New Construction (Vacant Lot)	X	X	X	X	X	X
Addition/Alteration (Includes new basement habitable space)	X	X	X	X		
Deck / Shed (Outside Conservation Area)	X	X				
Remodel/Alteration of Existing (does not include creation of sleeping/bedroom)	X					
Re-roof/Sidewall/Windows	X					

*****All applications shall include completed Solid Waste Disposal/Asbestos Abatement form as applicable.*****

10 MINUTES
5-23-18



NAN BALMER
TOWN ADMINISTRATOR
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BOARD OF SELECTMEN

LEA T. ANDERSON
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CHERRY C. KARLSON
DOUGLAS A. LEVINE

DRAFT

Board of Selectmen

Meeting Minutes

May 23, 2018

6:30 p.m.

Wayland Town Building

Large Hearing Room

41 Cochituate Road, Wayland

Attendance: Lea T. Anderson, Mary M. Antes, Cherry C. Karlson, Douglas A. Levine (7:10 p.m.)

Absent: Louis M. Jurist

Also Present: Town Administrator N. Balmer

A1. Executive Session: Enter into Executive Session pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a)(6), to discuss the purchase, exchange, lease or value of real property with respect to the Town's agreement with Twenty Wayland, LLC, relative to property and development located off 400-440 Boston Post Road; and pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(1), Section 21(a)(3), and Section 21(a)(7) to review and consider for approval and potential release of the following Executive Session minutes. Approve and Release with redactions: April 23, 2018; April 30, 2018; and May 7, 2018. At 6:32 p.m., L. Anderson moved, seconded by M. Antes to enter into executive session pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(6) to discuss the purchase, exchange, lease or value of real property with respect to the Town's agreement with Twenty Wayland, LLC, relative to property and development located off 400-440 Boston Post Road; and pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(1), Section 21(a)(3), and Section 21(a)(7) to review and consider for approval and potential release of the following Executive Session minutes: April 23, 2018; April 30, 2018; and May 7, 2018. The Chair declares that a public discussion of these matters may have a detrimental effect on the litigating, negotiating or bargaining position of the Town. Roll call vote: YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0. The Chair invites attendance by Nan Balmer, Town Administrator; Beth Doucette, Assistant Town Administrator; Amy Kwezell, Town Counsel; and Paul Brinkman, Town Engineer. The Board will reconvene in approximately 30 minutes to begin the open session of tonight's meeting discussing the items listed on the agenda.

Doug Levine arrived at 7:10 p.m.

A2. Call to Order by Chair L. Anderson called the meeting of the Board of Selectmen to order at 7:40 p.m. in the Large Hearing Room of the Wayland Town Building and noted that the meeting will likely be broadcast and videotaped for later broadcast by WayCAM.

A3. Announcement and Public Comment MetroWest Regional Collaborative has a survey on governance, and they are looking for public to respond. L. Anderson announced that the National Association of Housing and Redevelopment Officials named M. Antes as Board Member of the Year.

There was no Public Comment.

A4. Marijuana: Update on action steps with Town Planner Town Planner Sarkis Sarkisian came before the Board to discuss the working group made up of town staff and board and committee members that was started last month. The goal of the group is to prepare and inform the public as to what steps the town will be taking leading up to the State implementation of the commercialization of marijuana. They will hold a public forum on June 5 with proponents and opponents of commercialization of marijuana as speakers.

A5. River's Edge: Update from Town Engineer; discuss and vote to approve extension to Land Disposition Agreement; review status of Sudbury water connection Town Engineer Paul Brinkman said the DEP seems to be coming around to a mode that could allow the Town to continue remediation at a reasonable cost within a reasonable timeframe. He recommends extending for another three months to August 31. The latest communication from DEP has been positive.

The Town received State grant money to construct a water main, and, therefore, it will not be part of the River's Edge project. The water main project is underway (out to bid) and there is no time constraint to executing an IMA with Sudbury related to River's Edge. The planned water main will have necessary redundancy for good water flow.

C. Karlson moved, seconded by D. Levine, to authorize the Town Administrator to sign the Fifth Amendment to the River's Edge Land Disposition Agreement. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0.

A6. Town Organization: Discussion with town boards and committees, the proposed Special Act on Town Manager L. Anderson thanked those volunteers who attended, gave a brief introduction and overview of the Town's history of considering town organization, reviewed the work of the Collins Center, listed the main points and goals of the resulting Town Manager Special Act and discussed feedback gathered to date. The following boards and committees attended: Board of Health (John Schuler), Board of Public Works (Mike Lowery), Surface Water Quality (Jack Carr), Public Ceremonies Committee (Richard Turner) and Library (Aida Gennis, Mark Hughes, Judy Dion).

The Special Act addresses two key areas: improving the budget process and streamlining the organization with all Town department heads reporting to the TM. L. Anderson started the discussion with the budget process first.

- M. Lowery stated the proposed process is a significant change and the outline includes boards arguing their case in front of two boards. He said the BoPW would like a single process (not a two-step process) that only includes FinCom. Personally, he does not feel the BoS will provide the appropriate adversarial role with the budgets.
- A. Gennis voiced her concerns about the budget process, including that the Library Trustees continue as an independent budget authority with that right given under State statute. Similarly, the statute allows for direct authority over the Library director. She stated that the Library has and will continue to work collaboratively on budgets.
- J. Schuler reminded the Board that the Board of Health is statutorily required by the State. The budget comes from the BoH director, is reviewed by the BoH and submitted to the FinCom. He thinks the department heads who are professionals in their fields should be doing the budgets, as opposed to a Town Manager.

C. Karlson asked why the BoH professional would no longer involved be involved in creating the budget? The Board is suggesting that while the Town Manager is the CFO and has overall responsibility for putting the Town-side budget together, the Town Manager/Administrator would refer to department heads as usual. Ultimately the Board of Selectmen will review and authorize the town's side of the budget.

C. Karlson explained that the Collins Center mentioned Wayland's unusual method of budgeting, noted the lack of sophistication and suggested using professional management for budgeting. J. Schuler pushed to understand what will come from revising the budget process. N. Balmer described at length the budget process in other towns with all budgets going through the TA's office and what is allowed by State statute. She gave examples of how the proposed budget process would work with rebalanced roles and separation of powers.

J. Schuler asked why we need a Special Act to accomplish this. N. Balmer explained that while some of this is within the existing code, it is poorly written and weak and likely not the best vehicle for moving forward. C. Karlson read sections of code that are in conflict on who prepares the budget. L. Anderson reviewed how the budget process works now with those departments that submit their budgets to the TA and extrapolated that to those committees who would be asked to do so under the Special Act. She noted that one of the major complaints heard from residents is how the Town is "silo-ed" in its processes. M. Lowery stated he would like to know what the Finance Committee thinks about the Special Act. N. Balmer also provided perspective on costs associated with decentralized governments and on relationships between the Library Board of Trustees and Town management in other towns when it comes to budgeting.

The discussion moved to the proposed organizational changes.

- A. Gennis expressed continued concern about the reporting structure for the Library director and reported on how other towns are structured.
- J. Schuler asked if the organizational changes could be accomplished without the Special Act; N. Balmer said it was unlikely and that now each job description calls out the specific reporting lines.
- J. Carr asked clarifying questions on the existing and proposed reporting structures.
- M. Hughes said he doesn't think it's appropriate that the hiring and firing of the Library Director is done outside the trustees and also asked if the Library could have the same exemption as the School Department.
- J. Schuler asked about the timing of making organizational changes and hiring a new TA. C. Karlson explained that the hiring firm, Community Paradigm, noted our unusual structure and will talk with potential candidates about the proposed structural changes.

On the budget process, M. Lowery stated his concerns about the heavy workload before ATM for the Board, Town Administrator and FinCom and asked if they all could handle it. C. Karlson said they could and the Finance Committee would like to better segment its work throughout the next year to smooth the workload.

M. Lowery suggested creating a flowchart of how the budget process will work. A. Gennis returned to the topic of Mass General Laws giving the Library distinct responsibilities and authorities. C. Karlson pushed for thinking of responsibility to the taxpayers and developing budgetary and reporting efficiencies. M. Lowery said it is important to work with the Library as they defeated a similar proposal in the past. J. Schuler requested an organizational chart.

The Board explained there will be broad outreach with the Finance Committee and with Board members attending meetings of their portfolio boards. N. Balmer suggested thinking about how much responsibility the Town wants to give to a chief executive of an \$80 million budget. D. Levine read from the executive summary of the Collins report, noting that the financial management of the town is fragmented and our structure is unable to handle the accelerating changes in municipal government. L. Anderson said the current government structure is unsustainable, and the Board wants to make it a more professional organization, but not take away the civic engagement that is the hallmark of Wayland.

A7. Contract for Independent Auditor: Vote to authorize the Town Administrator to engage Melanson Heath for a three-year contract E. Doucette came before the Board and stated the Audit

Committee wants to continue with Melanson Heath for another three years. She reviewed the terms of the contract.

C. Karlson moved, seconded by M. Antes, to authorize the Town Administrator to engage in a three-year contract with Melanson Heath and Co. for the provisions of the Town's audits. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0.

A8. Affordable Housing: Vote to sign an amendment to the inter-municipal agreement with Regional Housing Services Office E. Doucette explained that all of the member towns have to sign the agreement by June 30, 2018. The Board is hopeful Wayland will continue to benefit from the services they will provide. M. Antes stated the Housing Authority will do the monitoring, and N. Balmer explained the Town will contract separately with the Housing Authority for those services.

C. Karlson moved, seconded by D. Levine, to sign the Amendment to the Inter-Municipal Agreement with Regional Housing Services Office to share costs of affordable housing services including monitoring of the Town's affordable housing properties with seven other towns. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0.

A9. Town Administrator Search: Update L. Anderson reported that the first meeting for the Screening Committee will take place on May 30, 2018. The Board hopes to interview finalists the last two weeks of July.

A10. Special and Annual Town Meeting: Vote dates E. Doucette discussed the many options for dates and possible conflicts for November's Special Town Meeting. C. Karlson reminded the Board to consider the timing of the Tax Recap hearing and start that planning with department heads. The Board discussed the date options for STM.

C. Karlson moved, seconded by D. Levine, to vote to schedule Special Town Meeting for Tuesday November 13, 2018 to be continued on November 14, 2018, if necessary. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0.

E. Doucette then reviewed the research she conducted and the dates and possible conflicts for Annual Town Meeting. The Board discussed the options for ATM noting that this year there are many options that avoid religious holidays and school vacation schedules. D. Levine suggested holding the election and Town Meeting later to avoid weather impacts on events leading up to Town Meeting. The Board asked for follow-up information on the cost of electronic voting and practicality of using the Field House during AP exams.

C. Karlson moved, seconded by D. Levine, to hold the 2019 Annual Election on Tuesday, April 23, 2019 and to start Annual Town Meeting on Monday, April 29, 2019 and the Board will fix the days to be continued at a future meeting. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0.

A11. Town Administrator Report

1. **Correspondence** None.
2. **Proposed line item transfers** E. Doucette discussed the items and the funding sources identified by the Finance Director as available for replacement chairs, legal services for cable negotiation, staff in the Building Dept., permitting project design, and a human resource consultant. Once the Board approves these requests they will be forwarded to the Finance Committee for concurrence. The Finance Director is still working to determine if he will require additional funding in the Unclassified: Medicare Insurance line item. The Board will review and vote these items at a future meeting.
3. **Town Administrator office staffing** There is a candidate for the Executive Secretary position, but N. Balmer is not ready to announce it yet. D. Porter will take on more HR duties when that person starts. N. Balmer has been working with the Chief of HR Practice from the Collins Center and they

have been working on best practices for memorandums of agreements and reorganizing duties of payroll and HR. This will provide some continuity when N. Balmer leaves and allow the next TA to hire into the position. N. Balmer is working on delegation and transition plans.

A12. Minutes: Vote to approve and release minutes of May 7, 2018 and March 26, 2018

C. Karlson moved, seconded by D. Levine, to approve and release the minutes of May 7, 2018. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0.

C. Karlson noted the minutes of March 26 were revised based on an Open Meeting Law complaint. C. Karlson moved, seconded by M. Antes, to vote to approve the minutes of March 26, 2018, as amended. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0.

A13. Executive Session Minutes: Vote to approve and release with redactions the Executive Session minutes of April 23, 2018; April 30, 2018; and May 7, 2018 C. Karlson moved, seconded by D. Levine, to approve and release with redactions the Executive Session minutes of April 23, April 30, and May 7, 2018. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0.

A14. Consent Calendar: Review and vote to approve

1. Vote the question of approving and signing the weekly payroll and expense warrants
2. Vote to approve 2018-19 Governance Guidelines
3. Vote the question of approving the application to sell wine at the Wayland Summer Farmers' Market at Russell's Garden Center, 397 Boston Post Road, for Coastal Vineyards, David Neilson, manager, on three Wednesdays: July 18, August 29, and September 12, 2018, from 12:00 p.m. to 5:00 p.m.
4. Vote the question of approving the application to sell wine at the Wayland Summer Farmers' Market at Russell's Garden Center, 397 Boston Post Road, for Stoneybrook Cider, LLC, Michael Lamontagne, manager, on three Wednesdays: July 11, August 8 and September 26, 2018, from 12:00 p.m. to 5:00 p.m.

M. Antes moved, seconded by C. Karlson, to approve Consent Calendar items 1, 3, and 4. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0.

A15. Review Correspondence: (See Separate Index Sheet) N. Balmer will add the Garden Club request to create a garden at the Depot to the next Consent Calendar. The Board expressed concerns about keeping track of the Open Meeting Law violations. N. Balmer said her office will implement writing thank you notes to volunteers who step down from boards and committees.

A16. Selectmen's Reports and Concerns D. Levine stated Verizon has completed its work at the Rte. 27/30 intersection, and Eversource began its work, but was pulled away to Connecticut. He was told they should be back this week. C. Karlson asked if it makes sense for the Board to see a revised Private Road snow removal policy and plan for appeals. The Board agreed an appeal process needs to be created. C. Karlson suggested discussing the proposed FY2020 budget process with the School Committee. L. Anderson received a request to appear on The Buzz to discuss the proposed TA Special Act.

A17. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any: C. Karlson raised a point of order that the Consent Calendar did not show the dates of the Warrants being approved. N. Balmer said she will discuss the procedures around signing Warrants at the next meeting and suggested taking a vote under this agenda item. M. Antes moved, seconded by D. Levine, to approve and sign a Warrant dated May 29, 2018 under topics not reasonably anticipated by the Chair 48 hours in advance

of the meeting. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0.

A18. Adjourn D. Levine moved, seconded by M. Antes, to adjourn the meeting at 10:20 p.m. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0.

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of May 23, 2018.

1. Motion to enter executive session, dated May 23, 2018
2. Flyer for the information session on the Pros and Cons of Marijuana Legalization in Wayland, hosted by the Marijuana Working Group on June 5, 2018
3. Memorandum from Mike Lowery, Chair of the Board of Public Works, dated May 22, 2018, re: Draft Financial Management Structure Review – October 2017
4. Draft of An Act Establishing the Position of Town Manager in the Town of Wayland
5. Memorandum from David Porter to Board of Selectmen dated May 23, 2018 re: Accounts Payable Warrant dated May 29, 2018

Items Included as Part of Agenda Packet for Discussion During the May 23, 2018 Board of Selectmen's Meeting

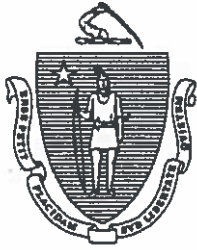
1. Memorandum from Paul Brinkman, Town Engineer, to the Board of Selectmen, dated May 18, 2018, re: Rivers Edge Update
2. Fifth Amendment to the Land Disposition Agreement, Rivers Edge
3. Questions for participants in discussion regarding Town Organization, dated May 23, 2018
4. Draft of "An Act Establishing the Position of Town Manager in the Town of Wayland"
5. Memorandum from Elizabeth Doucette, Assistant Town Administrator, to Lea Anderson, dated May 23, 2018, re: Vote to authorize Town Administrator to engage Melanson Heath & Co., PC in three-year contract
6. Memorandum from the Wayland Audit Committee to the Board of Selectmen, dated May 17, 2018, re: Auditor engagement letter.
7. Engagement letter from Scott McIntyre, VP of Melanson Heath, to Brian Keveny, Finance Director, dated April 6, 2018
8. Memorandum from Elizabeth Doucette, Assistant Town Administrator, to Lea Anderson, dated May 23, 2018, re: Vote to sign Amendment to Inter-Municipal Agreement with Regional Housing Services Office
9. Exhibit A and Exhibit B from the Amendment to Inter-Municipal Agreement with Regional Housing Services Office
10. Amendment to Inter-Municipal Agreement with Regional Housing Services Office
11. Inter-municipal Agreement with Regional Housing Services Office
12. Memorandum from Elizabeth Doucette, Assistant Town Administrator, to the Board of Selectmen, dated May 23, 2018, re: Discussion and potential vote dates for Fall Town Meeting 2018, with attachment: Tentative schedule based on Fall STM beginning on Wednesday, November 14, 2018
13. Memorandum from Elizabeth Doucette, Assistant Town Administrator, to the Board of Selectmen, dated May 23, 2018, re: Discussion and potential vote dates for Spring 2019 Annual Town Meeting, with attachment: April/May Calendar indicating school, holiday, and religious observance dates
14. Town Administrator's Report for the week ending May 18, 2018
15. Memorandum from Elizabeth Doucette, Assistant Town Administrator, dated May 23, 2018, re: FY18 Line Item Transfers

BOARD OF SELECTMEN

**Monday, June 11, 2018
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road**

CONSENT CALENDAR

1. Vote the question of approving and signing the weekly payroll and expense warrants
2. Vote to sign Certificates of Achievement in recognition of becoming an Eagle Scout to Connor Rader, Christopher Ravosa and Eric Cahaly
3. Vote the question of approving the placement of four temporary sandwich board signs from June 5, 2018 through June 15, 2018, at Route 20 at the Weston Town Line, Route 20 at the Intersection of Route 27, the Intersection of Old Connecticut Path and Routes 126 and 27, and the Cochituate Fire Station at the Corner of East Plain Street advertising the Wayland Dads' Epic Weekend.
4. Vote to accept the Community Compact Cabinet's (CCC) Information Technology grant.
5. Vote the question of approving a one-day liquor license for Bakers' Best Catering, Jim Costa, Manager, for a non-profit event benefiting Lovelane Special Needs Horseback Riding Program to be held on Saturday, September 15, 2018 at Duck Puddle Farm, 48 Lincoln Road, Wayland.
6. Vote to approve the request for exemption required by MGL 268A Section 20(B) for the following employees to work as non-union/seasonal employees with the Recreation Dept: Jennifer McLeod and Raechel Belloli
7. Vote to approve Governance Guidelines for the Board of Selectmen and appointed Boards, Committees, and Commissions revised June 11, 2018



Executive Office for Administration & Finance
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 727-2040

4. CCC IT
Grant Agreement

CHARLES D. BAKER
GOVERNOR

MICHAEL J. HEFFERNAN
SECRETARY

KARYN E. POLITO
LIEUTENANT GOVERNOR

May 17, 2018

Dear Town Administrator Nan Balmer:

It is with great pleasure that I inform you that your community has been awarded a **\$38000** grant through the Community Compact Cabinet's (CCC) Information Technology grant program. The competition for the \$2 million of available funding was intense, with nearly 90 applications covering more than 120 municipal entities applying for grants totaling close to \$7 million. Your application was chosen because it met the overarching goal of driving innovation and transformation at the local level via investments in technology.

Lieutenant Governor Polito, who serves as Chair of the Community Compact Cabinet, and I want to congratulate you for becoming a "Compact Community" and striving to make your community a better place by virtue of implementing best practices. Your participation not only provided you with technical assistance, but it also places you in a more competitive position for other state grants, such as this IT program. I am glad to see your community taking advantage of the benefits the CCC program offers.

Attached are the grant documents that need to be completed in order to get the funds to your community. These should be sent to Sean Powers at the Division of Local Services as soon as possible, but no later than June 15.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Heffernan".

Michael J. Heffernan, Secretary
Executive Office for Administration and Finance

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and **Wayland** ["Grantee"] acting through its **Town Administrator**.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed **\$38000** authorized under Chapter 304 of the Acts of 2008, Section 2C, Item 1100-3001 ["Act"] Wayland ["Project"].

EOAF agrees to make the funds ["EOAF Grant"] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth's provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

1.1 The scope of the Project to be funded under the EOAF Grant will include: Wayland.

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant Chapter 304 of the Acts of 2008, Section 2C, Item 1100-3001; and any other information EOAF may require.

The grant award of **\$38000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: (i) salaries and wages of Grantee staff; (ii) legal fees; (iii) travel, meal and entertainment expenses; (iv) overhead and supplies; (v) project costs incurred prior to the execution and subsequent to termination of this Agreement; and (vi) costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by **June 30, 2019**. Grantee will forfeit any remaining award unused after **June 30, 2019**. The Executive Office for Administration and Finance shall give due consideration to

any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: (i) copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; (ii) any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; (iii) documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; (iv) a certificate of occupancy of the Project or portions of the Project as applicable by law; and (v) a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; (iii) Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and (iv) Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Wayland (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4,T&C): 41 Cochituate Road, Wayland, MA, 01778		Business Mailing Address:	
Contract Manager: Financial Administrator Elizabeth Doucette		Billing Address (if different):	
E-Mail: edoucette@wayland.ma.us		Contract Manager: Sean Powers	
Phone: (508) 358-6821	Fax:	E-Mail: powersse@dor.state.ma.us	
Contractor Vendor Code: VC6000192027		Phone: (617) 626-2345	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		Fax:	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>Wayland</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ____ statutory/legal or Ready Payments (G.L.c. 29, § 23A); ____ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact IT Grant: This award is being made through the Community IT Grant Program, authorized by Chapter 304 of the Acts of 2008, Section 2C, Item 1100-3001, to Wayland, Implementation of an E-Permitting solution.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2019</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s Policy](#).

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, s. 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c. 4, s. 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c. 4, s. 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under ["Anticipated Contract Start Date"](#). Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under ["Anticipated Start Date"](#). Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s. 12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied

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and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29 s. 29F](#); [G.L. c. 30 s. 439R](#); [G.L. c. 149 s. 27C](#); [G.L. c. 149 s. 44C](#); [G.L. c. 149 s. 148B](#) and [G.L. c. 152 s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 s. 26](#), [s. 27](#) and [s. 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29 s. 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#); [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); other federal requirements; [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water](#)

[Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214 s. 39](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#); [child labor laws](#); [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#); the [Americans with Disabilities Act](#); [42 USC Sec. 12101 et seq.](#); the [Rehabilitation Act](#); [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the [Public Accommodations Law](#) [G.L. c. 272 s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#); [G.L. c. 151C](#); [G.L. c. 272, Section 92A, Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 348. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a

specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name:

Title:

Date:

(Check One): ☐ Organization ☐ Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone:

FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: *Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108* in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

NUMBER
626

FEE
\$25.00

THE COMMONWEALTH OF MASSACHUSETTS

Town of Wayland

This is certify that Bakers Best Catering, 150 Gould Street, Needham, MA 02494 (Jim Costa, Manager)

IS HEREBY GRANTED A LICENSE

For a one-day Liquor License for a non-profit event benefitting Loveland Special Needs Horseback Riding Program at the Duck Puddle Farm, 48 Lincoln Road, Wayland, Massachusetts, 01778, on Saturday, September 15, 2018 from 4:30 pm to 10:30 pm

This license is granted in conformity with the statutes and ordinances relating thereto, and expires September 15, 2018, at 10:30 p.m., unless sooner suspended or revoked.

June 11, 2018



TOWN OF WAYLAND
Recreation Department
41 Cochituate Road
Wayland, Massachusetts 01778
www.wayland.ma.us | waylandrec.com
(508) 358-3660



RECREATION COMMISSION

ASA B. FOSTER, CHAIR
CHRISTOPHER R. FAY
DR. FRANK KRASIN
DAVID PEARLMAN
KELLY PIERCE

MEMO

June 6, 2018

To: Nan Balmer, Town Administrator
CC: David Porter; Paul McCarthy
From: Katherine Brenna, Recreation Director

Re: Ethics Exemption - MGL 268A Section 20(b) – Municipal Employees Working for a Recreation Department

Dear Nan,

This memo is to request that the Board of Selectmen review and vote on Request for Exemption as required by MGL 268A Section 20 (b) for the following employees to work for the Recreation Department in the capacity described below. Town Counsel has previously advised that the vote of this exemption is required for employees working for two Town departments, in this case working for the Recreation department and the department listed.

Employee	Current Department	Recreation Role	
Jennifer McLeod	Health Dept- Comm Health Nurse	Special Instructor – Camp Health Care Superv.	June-Aug
Rachael Belloli	Schools – Teaching Asst.	Camp Program Specialist	June-Aug

VOTE: To approve the Request for Exemption as required by MGL 268A Section 20 (b) for above named employees to work as a non-union/seasonal employee with the Recreation Department.

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

Thank you,


Katherine Brenna
Recreation Director

TOWN OF WAYLAND
Recreation Department
41 Cochituate Road | Wayland, MA 01778
(508)358-6864 waylandrec.com

Attachments:

- Language from the Ethics Laws that applies to this exemption
- 20b Ethics Exemption form from applicable employees

INSTRUCTIONS FOR DISCLOSURE BY MUNICIPAL EMPLOYEE UNDER G.L. c. 268A, § 20(b)

FINANCIAL INTEREST IN A MUNICIPAL CONTRACT

SUMMARY

You are a municipal employee. You wish to have a financial interest, directly or indirectly, in a contract made by a municipal agency other than the one you serve. To be eligible for an exemption under § 20(b) of the conflict of interest law, you must meet certain requirements, explained below, and you must file a § 20(b) disclosure with the city or town clerk. If the contract is for your personal services, you must get a written certification from the head of the agency that makes the contract and written approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

WHEN TO USE THE § 20(b) DISCLOSURE FORM

You are either an **elected or non-elected municipal employee**, as defined by G.L. c. 268A, § 1(g). Section 20 of the conflict of interest law prohibits you from having a **financial interest, directly or indirectly, in a contract made by a municipal agency of the same city or town that you serve**. This financial interest may be:

- A **non-elected, compensated municipal position**, or
- A direct financial interest in a **contract between a municipal agency and you**; or
- An indirect financial interest in a municipal contract – in other words, you have a **financial stake in a contract or transaction between a municipal agency and someone else**, such as a company or organization.

You may be eligible for an **exemption under § 20(b)**, however, that will allow you to have such a financial interest in a municipal contract. To use a § 20(b) exemption, you must be able to meet the following requirements:

- 1) The municipal agency that you serve as a municipal employee ("your Municipal Agency") is **not the same municipal agency** that makes the contract in which you have a financial interest ("the contracting agency") – you are not already employed by the contracting agency;
- 2) Your Municipal Agency **does not regulate** the activities of the contracting agency;
- 3) In your position as a municipal employee, you **do not participate in or have official responsibility** for the activities of the contracting agency; and
- 4) The municipal contract was made after **public notice** (i.e., the city or town advertised the opportunity so members of the public could apply or compete for it) or through **competitive bidding**.

If you can meet all of these requirements, you must complete a **§ 20(b) disclosure** that fully discloses your interest and the interests of your immediate family in the municipal contract and file it with the city or town clerk.

PERSONAL SERVICES CONTRACTS

There are additional requirements if you have a financial interest in a **contract for personal services**, i.e., you will **work directly for a municipal agency** as an employee, independent contractor, consultant, etc. In that case, it must be true that:

- 1) the services will be provided **outside your normal working hours** as a municipal employee;
- 2) the services are **not required as part of your regular duties** as a municipal employee; and
- 3) you are compensated for your services under the personal services contract for **not more than 500 hours** during a calendar year;

For a personal services contract, you must complete a **§ 20(b) disclosure**, and

- a. the **head of the contracting agency** must make a **written certification** that no employee of that agency is available to perform those services as part of their regular duties, and
- b. you must get **approval of the exemption from the city council, board of aldermen, board of selectmen or town council**; and
- c. your Disclosure, showing the necessary certification and approval, **must be filed with the city or town clerk**.

FINANCIAL INTEREST IN A MUNICIPAL CONTRACT

A **financial interest** in a contract may be **direct or indirect, large or small, positive or negative** – a gain or a loss, a benefit or an obligation. Section 20 does not prohibit you from having a financial interest in a municipal contract by owning less than 1% of the stock of a corporation.

Examples of financial interests in a municipal contract are:

- You have a **non-elected, compensated municipal employee position** – this is a **personal services contract** if you work directly for a municipal agency.
- A **municipal agency has a contract with you**.
- You have a **financial stake in a contract or transaction between a municipal agency and another person or an entity**, such as a company or organization.
- You work for a company or organization that has a contract with a municipal agency other than the one you serve as a municipal employee, and you are a **“key employee”** because the **contract identifies you by name or otherwise makes it clear that the city or town has contracted for your services in particular**.

KEEPING OR ADDING A FINANCIAL INTEREST IN A MUNICIPAL CONTRACT

Depending on the circumstances, you may use a **§ 20(b) disclosure** to report the following facts:

- You **ALREADY HAD** a financial interest in a municipal contract **BEFORE** you became a municipal employee, and you will continue to **KEEP** it, **OR**
- You already are a municipal employee, and you will **ADD** a **NEW** financial interest in a municipal contract.

The disclosure form indicates when **ELECTED** and **NON-ELECTED** municipal employees can use a **§ 20(b)** exemption to **KEEP** or **ADD** financial interests in municipal contracts of the types listed above.

IF YOU ALREADY HAVE MORE THAN ONE MUNICIPAL EMPLOYEE POSITION, PLEASE CALL THE STATE ETHICS COMMISSION FOR ADVICE ABOUT § 20(b).

FILING THE § 20(b) DISCLOSURE

In the disclosure, enter information about your municipal employee position at the top of the form.

Enter information about the financial interest in a municipal contract in the next parts of the form.

- Answer questions in **BOX # 1** if you are an **ELECTED** municipal employee.
- Answer questions in **BOX # 2** if you are a **NON-ELECTED** municipal employee.

Not a personal services contract -

If the financial interest that you are reporting is **NOT a personal services contract**, complete and sign the disclosure and **file it with the city or town clerk**.

Personal services contract -

If the financial interest that you are reporting is a **PERSONAL SERVICES CONTRACT** with a municipal agency, a **Certification** at the end of the disclosure form must be signed by the head of the municipal agency which is hiring you. **Submit your completed Disclosure and the blank Certification form to the head of the contracting agency**. The head of the contracting agency should complete the Certification and provide you with a copy.

Next, submit the disclosure to the **city council, board of aldermen, board of selectmen or town council** for approval. Once approved, the **Disclosure must be filed with the city or town clerk**.

WHO DOES NOT NEED TO USE A § 20(b) DISCLOSURE

If your position has been designated as a **special municipal employee** position by the city council or board of selectmen, you may be able to use exemptions under § 20(c), § 20(d) or 930 CMR 6.13 instead of § 20(b).

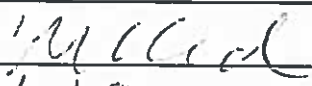
If you are **adding an uncompensated municipal position**, use the exemption under 930 CMR 6.02.

If you need advice about completing the disclosure, please call the Attorney of the Day at (617) 371-9500 or e-mail the State Ethics Commission at requestadvice@massmail.state.ma.us.

**DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)**

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Jennifer McLeod
Title/ Position	Special Instructor
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Recreation Department
Agency Address	41 Cochituate Road, Wayland Ma 01778
Office phone:	508-358-3660
Office e-mail:	pmccarthy@wayland.ma.us
	Check one: <input type="checkbox"/> Elected or <input checked="" type="checkbox"/> Non-elected
Starting date as a municipal employee.	June 25 th 2018
BOX # 1 Select either STATEMENT #1 or STATEMENT #2 . Write an X beside your financial interest.	ELECTED MUNICIPAL EMPLOYEE I am an elected municipal employee. <input type="checkbox"/> STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. OR <input type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency. My financial interest in a municipal contract is: <input checked="" type="checkbox"/> I have a non-elected, compensated municipal employee position. <input type="checkbox"/> A municipal agency has a contract with me. <input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. <input type="checkbox"/> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 Select either STATEMENT #1 or STATEMENT #2 . Write an X beside your	NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE I am a non-elected municipal employee. <input type="checkbox"/> STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. My financial interest in a municipal contract is: <input type="checkbox"/> A municipal agency has a contract with me, but not an employment contract.

financial interest.	<p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p>-- OR --</p> <p><input checked="" type="checkbox"/> STATEMENT # 2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a municipal contract is:</p> <p><input checked="" type="checkbox"/> I have a non-elected, compensated municipal employee position.</p> <p><input type="checkbox"/> A municipal agency has a contract with me.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p><input type="checkbox"/> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.</p>
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	Town of Wayland
Please put in an X to confirm these facts.	<p>"My Municipal Agency" is the municipal agency that I serve as a municipal employee.</p> <p>The "contracting agency" is the municipal agency that made the contract.</p> <p><input checked="" type="checkbox"/> My Municipal Agency is not the contracting agency.</p> <p><input checked="" type="checkbox"/> My Municipal Agency does not regulate the activities of the contracting agency.</p> <p><input checked="" type="checkbox"/> In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency.</p> <p><input checked="" type="checkbox"/> The contract was made after public notice or through competitive bidding.</p>
FILL IN THIS BOX OR THE BOX BELOW	<p>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.</p> <p>- Please explain what the contract is for.</p> <p>Summer Employment for Summer Adventure through the Wayland Recreation Department</p>
FILL IN THIS BOX OR THE BOX ABOVE	<p>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.</p> <p>- Please identify the person or entity that has the contract with the municipal agency.</p> <p>- What is your relationship to the person or entity?</p> <p>- What is the contract for?</p> <p>Katherine Brenna, Recreation Director</p> <p>Seasonal Staff</p> <p>Summer Adventure Special Instructor</p>
	-

What is your financial interest in the municipal contract?	Please explain the financial interest and include the dollar amount if you know it. Seasonal Summer Position - \$35.00 per hour
Date when you acquired a financial interest	June 25 th 2018
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. None
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	<p>FOR A CONTRACT FOR PERSONAL SERVICES –</p> <p>Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).</p> <p>I will have a contract with a municipal agency to provide personal services.</p> <p><input checked="" type="checkbox"/> The services will be provided outside my normal working hours as a municipal employee.</p> <p><input checked="" type="checkbox"/> The services are not required as part of my regular duties as a municipal employee.</p> <p><input checked="" type="checkbox"/> For these services, I will be compensated for not more than 500 hours during a calendar year.</p>
Employee signature:	
Date:	6/6/18

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT – File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	
Title/ Position	
Municipal Agency:	
Agency Address:	
Office Phone:	
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	

**APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN OR TOWN COUNCIL**

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

**DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)**

MUNICIPAL EMPLOYEE INFORMATION	
Name of municipal employee:	Raechel Belloli
Title/ Position	Specialist
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Recreation Department
Agency Address	41 Cochituate Road, Wayland MA 01778
Office phone:	508-358-3660
Office e-mail:	Pmccarthy@wayland.ma.us
	Check one: <input type="checkbox"/> Elected or <input checked="" type="checkbox"/> Non-elected
Starting date as a municipal employee.	June 9 th 2018
BOX # 1 Select either STATEMENT #1 or STATEMENT #2 . Write an X beside your financial interest.	ELECTED MUNICIPAL EMPLOYEE I am an elected municipal employee. <input type="checkbox"/> STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. OR <input type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency. My financial interest in a municipal contract is: <input checked="" type="checkbox"/> I have a non-elected, compensated municipal employee position. <input type="checkbox"/> A municipal agency has a contract with me. <input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. <input type="checkbox"/> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 Select either STATEMENT #1 or STATEMENT #2 .	NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE I am a non-elected municipal employee. <input type="checkbox"/> STATEMENT # 1: I had one of the following financial interests in a contract made by a municipal agency before I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

<p>Write an X beside your financial interest.</p>	<p>My financial interest in a municipal contract is:</p> <p><input type="checkbox"/> A municipal agency has a contract with me, but not an employment contract.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p>- OR -</p> <p><input checked="" type="checkbox"/> STATEMENT # 2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a municipal contract is:</p> <p><input checked="" type="checkbox"/> I have a non-elected, compensated municipal employee position.</p> <p><input type="checkbox"/> A municipal agency has a contract with me.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.</p> <p><input type="checkbox"/> I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.</p>
<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p>	
<p>Name and address of municipal agency that made the contract</p>	<p>Wayland Public Schools</p>
<p>Please put in an X to confirm these facts.</p>	<p>"My Municipal Agency" is the municipal agency that I serve as a municipal employee.</p> <p>The "contracting agency" is the municipal agency that made the contract.</p> <p><input checked="" type="checkbox"/> My Municipal Agency is not the contracting agency.</p> <p><input checked="" type="checkbox"/> My Municipal Agency does not regulate the activities of the contracting agency.</p> <p><input checked="" type="checkbox"/> In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency.</p> <p><input checked="" type="checkbox"/> The contract was made after public notice or through competitive bidding.</p>
<p>FILL IN THIS BOX OR THE BOX BELOW</p>	<p>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.</p> <p>- Please explain what the contract is for.</p> <p>Summer employment for Summer Adventure through the Recreation Department</p>
<p>FILL IN THIS BOX OR THE BOX ABOVE</p>	<p>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.</p> <p>- Please identify the person or entity that has the contract with the municipal agency.</p> <p>- What is your relationship to the person or entity?</p> <p>- What is the contract for?</p> <p>Katherine Brenna, Recreation Director Seasonal Staff Summer adventure Specialist</p>

What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. Summer Seasonal Position \$ 16.00 per hour
Date when you acquired a financial interest	June 9 th 2018
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. None
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	<p>FOR A CONTRACT FOR PERSONAL SERVICES --</p> <p>Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).</p> <p>I will have a contract with a municipal agency to provide personal services.</p> <p><input checked="" type="checkbox"/> The services will be provided outside my normal working hours as a municipal employee.</p> <p><input checked="" type="checkbox"/> The services are not required as part of my regular duties as a municipal employee.</p> <p><input checked="" type="checkbox"/> For these services, I will be compensated for not more than 500 hours during a calendar year.</p>
Employee signature:	
Date:	

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	
Title/ Position	
Municipal Agency:	
Agency Address:	
Office Phone:	
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	

**APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN OR TOWN COUNCIL**

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

**TOWN OF WAYLAND
GOVERNANCE GUIDELINES FOR
THE BOARD OF SELECTMEN AND
APPOINTED BOARDS, COMMITTEES, COMMISSIONS
REVISED: JUNE 11, 2018**

1.0 Volunteer Appreciation

The Board of Selectmen thanks the members of all Boards, Committees and Commissions for giving their valuable time and effort to the improvement of the Wayland community.

2.0 Authority and Purpose of These Guidelines

The Wayland Board of Selectmen adopts these Guidelines for the governance of the Board of Selectmen and its appointed Boards, Committees and Commissions, referred to in this document as "public bodies". It is understood that elected public bodies including the Board of Assessors, Board of Health, Library Board of Trustees, Board of Public Works, Planning Board, Recreation Commission and School Committee possess independent authority to adopt these or separate Governance Guidelines consistent with law.

The purpose of these Guidelines is to promote among the Town's public bodies decision-making that is open, thoughtful, fact-based, respectful and fair, in compliance with Town bylaws and with all state and federal laws.

The Board of Selectmen will review, revise and distribute the Guidelines annually.

3.0 Organization

3.1 Annual Organization Meeting: The Board of Selectmen will elect a chair at the first meeting following the conclusion of Annual Town Meeting. Other appointed public bodies must organize annually after Annual Town Meeting, no later than July 15th or as otherwise required. Public bodies will elect a Chair and any other necessary officers such as a Vice-Chair or Co-Chair, Clerk and Assistant Clerk.

3.2: Assignment to Department: Each public body will be assigned to a department of the Town which will provide a secure location to maintain minutes and records.

3.3: Responsibilities under Charge and Local and State Law: Each appointed public body will conduct its business under a Town by-law, state statute or under a charge adopted by the Board of Selectmen.

These guidelines are superseded when in conflict with any federal or state law or Town By-Law. Please contact the Town Administrator whenever there is any uncertainty about appropriate procedure.

3.4 Annual Reports: Under Chapter 53 of the Town Code, all boards, commissions, committees, officers and agents of the Town shall submit a report to the Selectmen, not later than September 30 after the end of each fiscal year for publication each December in the Annual Town Report. The Selectmen shall notify all officers and agents of the Town and the Chairmen of all boards, commissions and committees of the final date for submitting such reports for publication. This notice shall be given by letter mailed or emailed in May of each year. If an appointed board, commission or committee of the Town, other than those created under the General Laws of the Commonwealth, does not submit its written report on or before such final date for publication in the Annual Town Report, it shall be dissolved, except in such instances where the creating vote specifically provides that it is to report at longer given intervals, or unless the Town at the next annual Town meeting, by vote naming the board, commission or committee, continues it in existence.

3.5 Rules of Procedure and Voting: Public bodies must establish a quorum before any meeting is called to order. Each public body may establish rules of procedure and voting consistent with local, state and federal law. The rules of procedure should include when public comment may be allowed by the Chair.

3.6 Advisory Committees: The Board of Selectmen may appoint advisory committees for a specific purpose under a temporary charge.

4.0 Role of Members: A member of any public body will:

1. Respect the role of the Chair in setting agendas and facilitating meetings.
2. Respect decisions of the public body and recognize that members take action as part of a public body and may not conduct Town business independently of the public body except as authorized by a vote of the public body.
3. Recognize that action at an official legal meeting is binding and that an individual member cannot bind the public body outside of such meeting.
4. Not make statements or promises about how he / she will vote on matters that come before the public body until he / she has had an opportunity to hear the pros and cons of the issue during the body's public meeting.
5. Uphold the intent of Executive Sessions and respect the privileged communication that exists in Executive Session, holding it in confidence.
6. Assume a high level of integrity, striving toward fact - based and objective public statements and deliberations. Make decisions only after all facts on a question have been presented and discussed.
7. As a general rule, work with Town staff at the direction of the public body so that Town staff are not subject to conflicting direction.

These guidelines are superseded when in conflict with any federal or state law or Town By-Law. Please contact the Town Administrator whenever there is any uncertainty about appropriate procedure.

8. If appointed by a majority of the public body, serve as a liaison to other public bodies.
9. Fulfill any training the Board of Selectmen may require so members can effectively fulfill their duties. Training may be provided at Town building, over the internet, or may require out of Town travel or require multiple sessions. Whenever training is required by the Town so that a volunteer can serve on a public body, the Town will pay for the costs of tuition and travel. All such costs must be approved in advance by a Department Head before the costs are incurred.
10. Be sworn in by the Town Clerk or Assistant Town Clerk after appointment or election and submit a letter of resignation to the Office of the Town Clerk when no longer willing or able to serve. New members of public bodies cannot vote until sworn in by the Town Clerk or Assistant Town Clerk. If a member wishes to resign before the end of a term he or she must submit to the Office of the Town Clerk a signed letter of resignation. The resignation is effective upon receipt by the Office of the Town Clerk unless a different date is specified. Upon expiration of a term, appointed members will continue to hold office until a successor is appointed.

5.0 Role of Chair and Vice Chair: The Chair will set meeting agendas, convene all meetings, and execute documents as authorized by the public body. The Chair will act only under authority provided by a quorum of the public body. The Chair will serve as the public body's primary contact with Town staff. As a general rule, the Chair will solicit the opinions of all members prior to stating his or her personal opinion on any agenda item before the public body. The Chair will be responsible for ensuring the proper preparation and disposition of all minutes under the Open Meeting Law. The Vice Chair will fulfill the duties of the Chair in his or her absence.

6.0 Role of Clerk: Although Town staff may record minutes for some public bodies, the public body is encouraged to elect a Clerk or individual member who takes responsibility for ensuring minutes are recorded, created and submitted for approval and filed along with supporting documents as a permanent record in the office of the assigned Town department.

6.0 Open Meeting Law

6.1 Requirement to comply with the Open Meeting Law: Public bodies must comply with all parts of the Open Meeting Law. Public bodies subject to the Open Meeting Law include any sub-committee of two or more members assigned by the public body to conduct business. Please refer to the MA Attorney General's Open Meeting Law Guide which is available on the Town website and through the Wayland Town Clerk and includes the following information important for members to know:

1. Definition of a public body
2. Definition of a meeting / 5 exceptions to the definition

These guidelines are superseded when in conflict with any federal or state law or Town By-Law. Please contact the Town Administrator whenever there is any uncertainty about appropriate procedure.

3. Definition of a meeting quorum
4. Requirements for posting meetings
5. Ten legal purposes for executive sessions
6. Requirements to allow remote participation
7. Required public participation.
8. Required records for open and executive sessions
9. Open Meeting Law complaint process

Determinations by the Attorney General that the public body was found in violation of the Open Meeting Law over the past five years.

The Town Administrator is available to provide or obtain assistance on Open Meeting Law questions. You may also contact the Division of Open Government at (617) 963-2540 or e-mail openmeeting@state.ma.us.

- Please see the attached Public Bodies' Checklist for requirements for posting meetings.
- Please see the attached allowable reasons for conducting an Executive Session. You are encouraged to call the Town Administrator before posting an Executive Session to review the requirements who will refer questions to Town Counsel if required.

6.2 Meeting Notices: All public bodies must comply with the Open Meeting Law, including but not limited to filing meeting agendas with the Town Clerk at least 48 hours in advance of the meeting. Saturdays, Sundays and legal holidays are excluded in the calculation of the 48 hours. The agenda may be filed with the Town Clerk in person or e-mailed to the Town Clerk at Townclerk@wayland.ma.us. Agendas must be received by the Town Clerk at least 30 minutes before the end of business in order to be posted the same day. Agendas received after the close of business will not be posted until the next day. Please contact the Town Clerk's office if you have a late filing. The agenda must include a list of topics that is sufficiently specific to reasonably inform the public of the items to be discussed at the meeting. The agenda must also include any Executive Sessions planned, citing one of the 10 legal purposes for calling an eExecutive sSession. Depending on specific circumstances and the legal purpose of the Executive Session, the Executive Session notice must include specificity such as the name of a matter of litigation, the name of a collective bargaining unit, or the identification of parcels of land. - Whenever in doubt, a Chair of a public body is encouraged to consult with the Town Administrator who will contact Town Counsel if necessary for appropriate language for meeting notices for Executive Sessions.

6.3 Revised Agendas: If an agenda item is received by the Chair within 48 hours of a posted meeting, and the agenda item could not be reasonably anticipated by the Chair more than 48 hours before the meeting, the Chair may revise the posted agenda to include the new agenda item. It is preferred that agendas are revised only when the agenda item arises because of an emergency, which is defined as a sudden and generally unexpected occurrence or set of circumstances, demanding

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immediate action. All other matters should be heard at a later meeting of the public body. If you are filing a revised agenda it should be marked "REVISED" with the date and any changes or additions should be highlighted.

6.4 Requirement for Meeting Minutes: The Open Meeting Law requires public bodies to create and approve minutes in a timely manner. The Public Records Law requires that existing minutes be made available to the public within 10 days upon request, whether these minutes have been approved or are in draft form. Materials or other exhibits used by the public body in an open meeting must also be made available to the public within 10 days of request. Minutes of all staffed public bodies will be posted to the website by departmental staff. Minutes of all other public bodies will be emailed to townclerk@wayland.ma.us to be posted on the Town website.

6.5 Contents of Minutes: Minutes must include the name of the public body, the date, time, and place of the meeting, the names of members present and absent, the names of staff present, and the substance of all discussion including all subjects acted upon or heard. Minutes must include a full and complete record of all motions proposed for vote and will include the exact vote, the names of the mover and the seconder for each motion, and the names of those voting against each motion. Although a verbatim record of meetings is not required, the Open Meeting Law requires that the minutes include a summary of the discussion of each subject containing enough detail and accuracy that a member of the public who did not attend the meeting could read the minutes and have a clear understanding of what occurred. A list of all documents used by the public body must be included in the minutes.

- Please see Public Body Checklist on Minutes for more detailed requirements for meeting minutes.

6.6 Draft Minutes: Once created, draft regular meeting minutes are a public record available to the public, even if the minutes have not been presented at a meeting.

6.7 Executive Session Minutes: Minutes must be created for all Executive Sessions. Executive Session Minutes must not be released to the public until the reason for calling an Executive Session has ended, after which Executive Session Minutes must be reviewed and voted for approval and release by the public body.

6.8 Recording of Meetings: Any member of the public has the right to make an audio or video recording of an open session of a public meeting, but must notify the Chair before recording. The Chair must inform attendees of any such recording at the beginning of the meeting including that the meeting will be broadcast on the Way-Cam government access channel. The Chair may impose reasonable requirements regarding audio or video equipment so recording does not interfere with the meeting.

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6.9 Public Participation: Under the Open Meeting Law, the public is permitted to attend open meetings of public bodies. The public is excluded from an executive session that is called for a valid legal purpose cited in the agenda. The amount of time a member of the public will be allowed to speak to a public body will be determined at the discretion of the Chair. While the public is permitted to attend an open meeting, an individual may not address the public body without permission of the Chair. An individual is not permitted to disrupt a meeting of a public body, and at the request of the Chair, all members of the public will be silent. If after clear warning, a person is disruptive, the Chair may order the person to leave the meeting, and if the person does not leave, the Chair may authorize a police officer to remove the person.

6.10 Remote Participation at Meetings: The Town of Wayland permits remote participation. Members of Town boards and committees may participate and vote by teleconference, audio-conference or other means that allows all persons present, including the audience and the member participating remotely, to hear the proceedings. Under state regulation, remote participation is allowed if physical attendance by a member of a public body is unreasonably difficult.

All votes taken at such meetings where a member participates remotely must be taken by roll call vote and a quorum of members must otherwise be present, not including the remote participant. No remote participant may chair a meeting.

6.11 Open Meeting Law Complaint Process: Individuals who allege a violation of the Open Meeting Law must first file a complaint with the public body alleged to have violated the OML within 30 days of the date of the violation or the date the complainant could have reasonably known of the violation. The full complaint process, including the required response of the public body to the complainant within 14 days of receipt of the complaint is included in the Attorney General's Open Meeting Law Guide. Please provide a copy of all Open Meeting Law complaints to the Town Administrator's Office.

Within 14 business days of the date on which the complaint was filed, the public body must review the complaint and send to the Attorney General's Office (AGO) a copy of the complaint along with a description of any action taken to resolve the issue that was raised by the complaint. Within seven business days of the date that the complaint was filed, the public body may request additional information from the person making the complaint if necessary to resolve the complaint. The person making the complaint shall provide the additional information to the public body within 10 business days, and the public body shall have 10 additional business days (total 24 business days from the date complaint was originally filed) to act on the complaint and notify the AGO.

The public body may request additional time to consider taking remedial action and must make that request in writing to the AGO, to the Attention of the Director of the Division of Open Government. The AGO may, at its discretion, grant additional time

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to the public body if it determines there is a showing of good cause to grant the extension.

7.0 Use of E-Mail to Conduct Business

7.1 E-Mail and Public Records Law: E-mail communication created or received by a member of a public body while acting in his or her capacity as a member of the public body, is considered a public record and is subject to a public records request under the Public Records Law even if the e-mail is received by or created on a private computer or sent to only one individual. The Town will assign e-mail addresses to all members of appointed and elected boards and committees which must be used for all town business to avoid violations of the Public Records Law.

7.2 E-Mail and Open Meeting Law: Whenever one member of a public body uses e-mail to discuss the public body's business (except for administrative matters such as scheduling and the transmission of documents) with a quorum of the members, it constitutes "deliberation" and is in direct violation of the Open Meeting Law. E-mail communication between less than a quorum of a public body is also in violation of the Open Meeting Law if the e-mail between less than a quorum of members is later forwarded to or discussed with additional members outside of a public meeting, thus unintentionally creating a quorum.

7.3 Board of Selectmen Guideline on E-Mail: To avoid violations of the Open Meeting Law and the Public Records Law, it is preferred that e-mail between members of the Town's public bodies be restricted to scheduling meetings and distribution of agendas, documents and reports. E-mails between members of public bodies should never contain any statement that is an opinion of any member.

8.0 Code of Ethics and Code of Conduct

8.1 Code of Ethics: All members of public bodies are sworn in by the Town Clerk to uphold all state and local laws applicable to the public body's jurisdiction. Members must comply with the state ethics law (MGL Chapter 268A) regarding the conduct of public officials. Members must complete required ethics training and on-line tests. A member is required under the law to not vote on any matter in which the member or an immediate family member has a financial interest. Members are encouraged to recuse themselves if there is an "appearance" of a conflict of interest.

8.2 Standard of Conduct: All members will treat the public, applicants before the public body, Town employees and other members with respect and courtesy. The members and Chair of a public body should take time to listen to individuals speaking to the body. The Chair should make sure members of the public who are present also accord those speaking with respect and an opportunity to be heard uninterrupted.

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8.3: Absences: The absence without appropriate explanation of any member of an appointed body from a majority of meetings held over a one year period or from three consecutive meetings may serve to vacate the office. The decision to recommend that the office be vacated will be made by a majority vote of other members of the public body and then transmitted to the Board of Selectmen.

8.4 Members are Bound by Applicable Personnel Policies and Law: Members of public bodies, when acting in their official capacity, are subject to any applicable state law and Town policies including those prohibiting sexual harassment, discrimination and workplace violence. Any allegation of misconduct made by the public, Town staff or a fellow member will be reported immediately to the Town Administrator.

8.5 Litigation against Town by a Member of an Appointed Public Body: An appointed member of any appointed public body may be temporarily suspended by the Board of Selectmen during a lawsuit filed by the member against the Town in a court of competent jurisdiction in the state of MA.

8.6 Removal under this Section: The Board of Selectmen, under such procedures it may adopt, may remove a member from an appointed public body for violations of this section.

9.0 Town Meeting and Public Bodies: Upon a majority vote, public bodies may sponsor and submit to the Board of Selectmen articles for the Board's consideration for inclusion in Annual and Special Town Meeting warrants. Articles submitted by committees that are advisory to the Selectmen shall be submitted and sponsored by the Board of Selectmen.

10.0 Policy on Legal Services

All requests for legal opinions will be made through the Town Administrator under the Board's policy on legal affairs of the Town.

SUPPLEMENTAL DOCUMENTS REFERENCED ABOVE:

- 1) Checklists for Public Bodies,
- 2)MGL 30 A, Section 21 (a): 10 Allowable purposes for entering executive session.

Other policies relevant to the work of public bodies are posted on the Board of Selectmen's website.

DATE OF ADOPTION / AMENDMENT: ~~May 23, 2018~~ June 11, 2018

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PUBLIC DOCUMENTS PROVIDED TO THE BOARD OF SELECTMEN FROM JUNE 2, 2018, THROUGH AND INCLUDING JUNE 8, 2018, OTHERWISE NOT LISTED AND INCLUDED IN THE CORRESPONDENCE PACKET FOR JUNE 11, 2018

Items distributed to the Board of Selectmen – June 2, 2018-June 8, 2018

1. None

Items distributed for information and use by the Board of Selectmen at the Meeting of June 4, 2018

1. Brochure from the Sudbury, Assabet, and Concord Wild and Scenic River Stewardship Council advertising the Riverfest celebration on June 16-17, 2018
2. Letter from Malcolm Astley to the Board of Selectmen, dated June 4, 2018, re: An Effort to Re-frame the History and Intentions Regarding the Plowing of Private Roads Open to the Public
3. Email from Gail Shapiro to Lea Anderson, dated June 4, 2018, re: Comments for tonight's BoS meeting (Private Roads Appeal Policy)
4. Communications with the Board of Selectmen draft policy document
5. Calendar showing the Board of Selectmen meeting dates through September 7, 2018

Items included as part of Agenda Packet for discussion during the June 11, 2018 Board of Selectmen's Meeting

1. Email from Geoffrey Larsen, Building Commissioner, dated May 14, 2018, re: Building Permitting Process for Select Types of Work (with attached diagram showing likely required department approvals for by-right permitting projects)
2. Draft minutes of the Board of Selectmen meeting held on May 23, 2018

BOARD OF SELECTMEN
Monday, June 11, 2018
Wayland Town Building
Selectmen's Meeting Room

CORRESPONDENCE

- 1.) Correspondence from Elisa Scola, Girl Scout Volunteer and Karen Montague, Service Unit Coordinator, to Tom Holder, Director, Department of Public Works, dated May 18, 2018 re: letter to commend Mariann Maloney, Senior Foreman, on her positive interactions with the Girl Scouts
- 2.) Correspondence from Marc D. Draisen, Executive Director, Metropolitan Area Planning Council (MAPC), to Lea Anderson, Chair, Board of Selectmen, dated May 31, 2018 re: participate on the Council by appointing a Representative for a three-year term due to the expiration on June 30, 2018, of the position currently held by Mary Antes
- 3.) Correspondence from Carolyn M. Murray, KP Law, to Jonathan Sclarsic, Esq., Director, Division of Open Government, Office of the Attorney General, dated May 31, 2018 re: Town of Wayland Board of Selectmen – Response to May 8, 2018 Open Meeting Law Complaint of George Harris
- 4.) Wayland Recreation Department – Community Spotlight on Wayland Recreation
- 5.) Wayland Free Public Library – Newsletter dated June, 2018