
PACKET

SEPTEMBER 24

2018





LOUISE L. E. MILLER
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

REVISED

BOARD OF SELECTMEN
Monday, September 24, 2018
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Session
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 of agenda for the public
- 7:05 pm 2. Announcements and public comment
- 7:10 pm 3. Executive Session: Enter into Executive Session
- I. Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining and impact bargaining with Wayland Police Officers Union and International Association of Firefighters, Local 1978 and,
- II. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) and (6) to review and approve the executive session minutes of September 5, 2018
- APPROVE AND HOLD: Executive Session minutes of September 5, 2018
- 7:35 pm 4. Special Town Meeting Articles: Discuss and vote to insert and/or take a position, if appropriate
- ~~7:50 pm 5. Annual Report: Review and discuss draft of Board of Selectmen's submission~~
- 7:50 pm 6. Intermunicipal Agreement: Discuss and ~~vote to~~ approve the agreement between the Town of Wayland and the City of Framingham toward the repair of the shared bridge located on Stonebridge Road

BOARD OF SELECTMEN
Monday, September 24, 2018
7:00 p.m.
Selectmen's Meeting Room
41 Cochituate Road

Proposed Agenda – Page Two

- 7:55 pm 6. Stormwater Permit: Discuss and vote to approve and sign Notice of Intent
- 8:00 pm 7. Special Act Update
- 8:05 pm 8. FY 20 Budget Update
- 8:10 pm 9. Annual Report Review and discuss draft of Board of Selectmen's submission
- 8:20 pm 10. Cable Discussion Update
- 8:25 pm 11. Town Administrator's Report
1. Correspondence
- 8:30 pm 12. Minutes: Review and vote to approve regular session minutes of September 5, 2018
- 8:35 pm 13. Consent Calendar: Review and vote to approve (see separate sheet)
- 8:40 pm 14. Correspondence Review
- 8:45 pm 15. Selectmen's reports and concerns
- 8:50 pm 16. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any
- 8:55 pm 17. Adjourn



**DEPARTMENT OF PUBLIC WORKS
TOWN OF WAYLAND**

5.) Intermunicipal Agreement

*Entrusted To
Manage The
Public
Infrastructure*

Thomas M. Holder
Director

Joseph Doucette
Superintendent

Don Millette
Superintendent

Paul Brinkman
Town Engineer

To: Wayland Select Board
From: Thomas Holder | DPW Director
Date: September 17, 2018
Copy: Louise Miller | Town Administrator
Subject: Intermunicipal Agreement between Town of Wayland & City of Framingham
Attachment: Intermunicipal Agreement

The purpose of this writing is to provide background relative to the proposed Intermunicipal Agreement (Agreement) between the Town of Wayland and the City of Framingham toward the repair of the shared bridge located on Stonebridge Road. The Massachusetts Department of Transportation bridge inspection reports identify a number of necessary repairs that are deemed priority and severe. Attached you will see the memorandum written by Framingham City Solicitor seeking City Council approval of this agreement along with the actual Agreement. The Framingham City Council, on September 6th, authorized the Framingham Mayor to execute this Agreement with the Town of Wayland.

The Agreement arranges for Wayland and Framingham to share costs to evaluate, design and construct the necessary bridge repairs. Wayland will use current operating funds to pay \$10K for the bridge evaluation and has \$100K included in its DPW FY20 Capital Project requests for its share of the design effort. A subsequent anticipated \$400K capital request in FY21 will allow for Wayland's share of the construction costs.

Upon the Wayland Select Board signing this agreement, the Framingham Mayor will countersign for the full execution of the Agreement leading to the commencement of work.

Thank you for your consideration.

Respectfully,

HIGHWAY - WATER - PARKS - CEMETERIES - TRANSFER STATION - ENGINEERING

DPW FACILITY | 66 RIVER ROAD | WAYLAND, MASSACHUSETTS 01778 | TEL 508 358-3672



Christopher J. Petrini
City Solicitor

CITY OF FRAMINGHAM
MASSACHUSETTS
Office of the City Solicitor

Petrini & Associates, P.C.
372 Union Avenue • Framingham, MA 01702
(508) 665-4310 • Facsimile (508) 665-4313
www.petrinilaw.com

MEMORANDUM

To: City Council

From: Amanda Zuretti, Esq. *A.Z.*
Petrini & Associates, P.C.

Voted 9-6-2018
Order 2018-093

cc: (by electronic transmission only, w/encl.)
Mayor Yvonne D. Spicer
Thatcher W. Kezer, III, Chief Operating Officer
Christopher J. Petrini, City Solicitor
Peter A. Sellers, Executive Director, DPW
William Sedewitz, Chief Engineer, DPW
Simon M. Alexandrovich, Director of Transportation Engineering, DPW
John H. Rogers, Director of Project Development and Right-of-Way Acquisition, DPW

Date: August 30, 2018

Re: **Authorization for Agreement By and Between the City of Framingham and the Town of Wayland Regarding Allocation of Costs for Evaluation, Design and Repair of Potter Road Bridge**

The Department of Public Works ("DPW"), in cooperation with the Town of Wayland's DPW, is preparing to make repairs the Stonebridge Road/Potter Road Bridge over the Sudbury River (F-07-039 per state classification) ("Bridge") situated on the border between the City of Framingham ("Framingham") and the Town of Wayland ("Wayland"). To undertake the planned repairs, Framingham and Wayland have proposed to share the costs to evaluate the condition of the Bridge and to share costs of designing, bidding and making necessary repairs to it pursuant to the proposed "Agreement By and Between the City of Framingham and the Town of Wayland Regarding Allocation of Costs for Evaluation, Design and Repair of Potter Road Bridge" ("Agreement") enclosed as **Exhibit A**.

Pursuant to M.G.L. c. 40, § 4A, the chief executive officer of a city is authorized by law to execute a contract to perform jointly or for that unit's services, activities or undertakings which any of the contracting units is authorized by law to perform, if the agreement is authorized by the city council with the approval of the mayor.

Under the enclosed Agreement, the Town of Wayland's on-call contractor will evaluate the condition of the Bridge to determine the scope of necessary repairs. Thereafter, and contingent upon the receipt or appropriation of adequate funds by each municipality, Wayland and Framingham will issue a joint Invitation for Bids for the design and completion of the needed repairs.

The DPW respectfully request that the City Council vote to authorize the Agreement. I will attend the September 6, 2018 City Council meeting with a DPW representative to answer any questions you may have. Thank you.

2018.08.24 Memo to City Council re Potter Road Bridge IMA (401-09)

**AGREEMENT BY AND BETWEEN
THE CITY OF FRAMINGHAM AND THE TOWN OF WAYLAND
REGARDING ALLOCATION OF COSTS FOR EVALUATION, DESIGN AND REPAIR OF
POTTER ROAD BRIDGE**

This Agreement is made as of this ___ day of September 2018 by and between the **City of Framingham**, a political subdivision of the Commonwealth in the County of Middlesex, with its main office in the Memorial Hall, 150 Concord Street, Framingham, Massachusetts 01702 (hereinafter referred to as "Framingham") and the **Town of Wayland**, a political subdivision of the Commonwealth in the County of Middlesex, with its main office at 41 Cochituate Road, Wayland, MA 01778-2614 (hereinafter referred to as "Wayland").

I. RECITALS

WHEREAS, Framingham and Wayland, in accordance with M.G.L. c.40, § 4A, are authorized to enter into an agreement with another governmental unit to perform jointly or for that unit's services, activities or undertakings which any of the contracting units is authorized by law to perform; and

WHEREAS, Framingham and Wayland desire to enter into the Agreement to share the costs to evaluate the condition of the Stonebridge Road/Potter Road Bridge over the Sudbury River (F-07-039 per state classification) (the "Bridge") situated on the border between Framingham and Wayland, and to share costs of designing, bidding and making necessary repairs to the Bridge ("the Bridge Project"); and

WHEREAS, Wayland, through its on-call contractor will evaluate the condition of the Bridge to determine the scope of necessary repairs to it; and

WHEREAS, after the completion of the evaluation of the condition of the Bridge, Framingham and Wayland shall advertise a joint Invitation for Bids for the design and construction of the Bridge repairs;

WHEREAS, Framingham's commitment to share costs for funding for the Bridge Project is contingent upon receipt of adequate funds or appropriation of adequate funds under a vote of its City Council;

WHEREAS, Wayland's commitment to share costs for funding for the Bridge Project is contingent upon receipt of adequate funds or appropriation of adequate funds under a vote of its Town Meeting;

NOW, THEREFORE, in consideration of the mutual promises contained herein, Framingham and Wayland agree to the follows terms, provisions, and conditions:

II. AGREEMENT

A. General provisions:

1. **Effective Date and Term.** This Agreement shall become effective when fully executed by Framingham and Wayland, on the day and year first above written and shall endure for a period of five years unless sooner terminated.
2. **Cost sharing.** Framingham and Wayland mutually agree that they shall share equal responsibility for all aspects of the Bridge Project, including but not limited to, the costs of evaluation, project design, permitting, bidding, scheduling, oversight, construction, and contractor payment, to the extent that work is not undertaken by employees of the towns of Framingham and Wayland. "Costs" shall be limited to the actual payment for labor and materials obtained from contractors or vendors procured through public bidding. "Equal responsibility" for the purposes of this Agreement means that Framingham and Wayland shall each pay one-half of the cost of such evaluation, project design, permitting, bidding, scheduling, oversight, construction, and contractor payment.
3. **Cooperation.** Framingham and Wayland acknowledge that the Project must be completed by July 1, 2022. Accordingly, Framingham and Wayland agree to use good faith efforts to cooperate in completing Bridge Project design, bidding and repair.
4. **Default and Cure.** If either party fails to cure any breach of, or default of its obligations under this Agreement within ninety (90) days after receipt of written notice from the other party (provided, however, that such 90-day period shall be reasonably extended if curing the breach or default reasonably requires more than ninety (90) days and the breaching party has commenced to cure the same promptly within said 90-day period and thereafter continuously and diligently prosecutes such cure to completion), then the non-breaching party, at its sole option, may cure such breach or default for the account of the breaching party (without waiving any right or remedy for breaching party's breach or default and without liability to the non-breaching party for any interference with, or interruption of, the breaching party's use of the Bridge, and the breaching party shall reimburse the non-breaching party for all costs, expenses and liabilities incurred by the non-breaching party to cure such breach or default, subject to appropriation.
5. **Liability.** Each party hereto shall be liable and responsible for the negligent acts or intentional acts of its employees, agents, and contractors.
6. **Remedies.** Framingham and Wayland hereby expressly acknowledge and all rights and remedies that each of them may have at law, in equity, or by contract with respect to the Bridge Project and this Agreement. All rights and remedies given in this Agreement are cumulative and not exclusive of any other rights or

remedies which Framingham and Wayland otherwise have and both Framingham and Wayland reserve the right to enforce such rights to the full extent permissible by law.

7. **Inspection of Books.** Framingham and Wayland shall have the right at reasonable times and upon reasonable notice to examine the books, records, and other compilations of data of the other, as such books, records, and other compilations of data may pertain to the performance of the provisions and requirements of this Agreement.
8. **Audit.** All costs invoiced under this Agreement are subject to audit. The parties will promptly meet to settle all proposed audit adjustments. If the parties agree in writing that Framingham has made an overpayment to Wayland, Framingham shall be entitled to immediate restitution by Wayland and the right to deduct all sums due and unpaid as a result of the overpayment from each succeeding invoice until full restitution is accorded. If the parties agree in writing that Wayland has been underpaid, Wayland shall be entitled to include the underpayment sum in the next invoice and have the underpayment made up in full by Framingham at the time that the invoice is paid. If the audit is concluded after all services are performed, the audit adjustment agreed to by the parties shall be paid in the full amount within thirty (30) days. If the parties are unable to reach agreement on the proposed audit adjustments, they may be resolved in accordance with an agreed upon dispute resolution process. Framingham and Wayland shall have the right to audit one another's records at such times and places as may be mutually agreed to. The records subject to audit shall include, but shall not be limited to, all books records, documents, papers, and other supporting data that the auditors may reasonably believe are relevant to the purpose of the audit. All books, records, documents, papers, and other supporting data may be kept on microfilm or in electronic format in lieu of original documents.
9. **Available Funds.** Framingham and Wayland's obligations to make payment pursuant to this Agreement is limited to the extent that funds are appropriated for the work. The parties agree, however, that in the event that either of them asserts, or it is determined that either of them cannot meet, an obligation arising under this Agreement because sufficient funds are not available, or if either of them does not make payment in full for any other reason, the Framingham and Wayland shall have the right to immediately terminate any work under this Agreement and recover all costs for termination, including, but not limited to, all costs necessary to restore the Bridge to a safe and functional condition.
10. **Additional Funding Sources.** This Agreement shall not preclude Framingham or Wayland from applying for other funding from the Commonwealth of Massachusetts, or any other sources. The above payment process may be amended or modified upon the written agreement of both parties.

11. **Termination for Breach.** Either party may terminate this Agreement if the other breaches any material term or condition or fails to perform or fulfill any material obligation required by this Agreement, provided that written notice is provided to the other party and an opportunity to cure any such breach is given pursuant to the provisions of Section 4 herein. Neither party shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their reasonable control and without their fault or negligence.
12. **Notice and Change of Circumstances.** Each party shall promptly notify the other of any legal impediment, change of circumstances, including but not limited to changes in funding availability, insurance requirements, city or town approvals, or any other event or condition, which may adversely affect each Party's ability to carry out any of its obligations under this Agreement. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted by this Agreement to be made, given, furnished to, or filed with one party by another party shall be in writing and shall be delivered by hand or by certified mail, return receipt requested or by overnight delivery service, in an envelope addressed as follows:

City of Framingham	Town of Wayland
Simon M. Alexandrovich, P.E. Director of Transportation Engineering Framingham Department of Public Works 100 Western Avenue Framingham, MA 01702 Office telephone: (508)532-6028 Cellular telephone: (508) 380-8059 Fax: (508) 620-4884 Email: sma@framinghamma.gov	Paul Brinkman, P.E. Town Engineer Wayland Department of Public Works 66 River Road Wayland, MA 01778 Office telephone: (508) 358-6852 Cellular telephone: (617)831-8325 Fax: (508) 358-4082 Email: PBrinkman@wayland.ma.us

with a copy to:

City Solicitor	Town Counsel
Petrini & Associates, P.C. 372 Union Avenue Framingham, MA 01702 Attn.: Amanda Zuretti, Esq. Tel: (508) 665-4310 Fax: (508) 665-4313 Email: azuretti@petrinilaw.com	KP Law, P.C. 101 Arch St., 12th Floor Boston, MA 02110 Attn.: Carolyn M. Murray, Esq. Tel: 617-556-0007 Fax: 617-654-1735 Email: cmurray@k-plaw.com

13. **Jurisdiction.** This Agreement is to be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

14. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
15. **Assignment.** Except as otherwise provided by this Agreement, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto, except that neither Party shall assign or transfer this Agreement or any of its rights hereunder to any person, firm, or corporation without obtaining the prior written consent of the other, which consent shall not be unreasonably withheld.
16. **Assurances.** The Parties hereto each agree to execute, acknowledge and deliver such further assurances and amendments hereto as may from time to time be reasonably requested by the other party to better assure the rights and obligations herein created.
17. **Modification and Amendment.** This Agreement may be modified or amended only by written, mutual agreement of the parties.
18. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

B. Agreement as to the Bridge Evaluation:

1. **On-call contractor.** Upon full execution of this Agreement, Wayland shall authorize its on-call contractor to evaluate the condition of the Bridge and agrees to provide Framingham with copies of all reports and data obtained from, or produced by, its on-call contractor regarding such evaluation. Wayland's on-call contractor shall be available for questions and clarifications associated with the Bridge evaluation.
2. **Oversight.** Framingham and Wayland agree that their respective agents, contractors, and assigns shall have unrestricted access to the Bridge, and that Framingham shall have the right to have an authorized representative present to review any work performed by Wayland's on-call contractor, from time to time during the performance of the work. Framingham agrees to promptly notify Wayland in the event that it considers any work to be nonconforming with this Agreement, the Bridge Project, or applicable federal, state, and local laws and regulations, and other applicable requirements.
3. **Payment.** Wayland shall pay actual costs for the Bridge evaluation not to exceed the estimate provided in the letter from TEC (The Engineering Company) dated

April 12, 2018 (Project No. T0737.08), a copy of which is attached hereto as Exhibit A. The sum of Wayland's payment to TEC for the bridge evaluation shall be credited toward Wayland's share of the costs for the Bridge Project. Should the project not progress, Framingham shall pay its half of Bridge Evaluation.

C. Agreement as to the Bridge Project Design

1. **Joint Invitation for Bids ("IFB").** Framingham and Wayland shall prepare and advertise a joint IFB for the construction of the Bridge repairs and shall jointly open and evaluate bids and award a contract to the selected eligible and responsible bidder.
2. **Preliminary Design.** TEC shall provide Bridge design and shall determine appropriate Bridge repair details and shall undertake utility coordination, preliminary traffic management design and filing a Request for Determination of Applicability (RDA) required for the improvements as portions of the site are located within the 200' Riverfront area associated with the Sudbury River.
3. **Final Design.** Framingham and Wayland shall meet to review plans prepared for the 50% Design Submittal and shall coordinate review of plans and technical specifications for all items not covered under the Standard Specifications. Framingham shall provide "Front End" specifications for the project for the design consultant's review.
4. **Approvals.** Framingham and Wayland agree to use diligent efforts to obtain, expeditiously and without undue delay, any required local, state, and federal permits, clearances, approvals, and/or waivers for the Bridge Project.

D. As to Bridge Project Construction including Oversight:

1. **Work in Harmony.** Framingham and Wayland mutually agree that each of their respective agents, contractors, subcontractors, and assigns shall coordinate and work in harmony on the Bridge Project.
2. **Oversight.** Framingham and Wayland agree that their respective agents, contractors, engineers and assigns shall have unrestricted access to the Bridge, and that Framingham and Wayland shall have the right to have an authorized representative present to review any work performed by the contractor, from time to time during the performance of the work. Framingham and Wayland agree that each of them shall promptly notify the other in the event that it considers any work to be nonconforming with this Agreement, the Bridge Project contract issued pursuant to the joint IFB, or applicable federal, state, and local laws and regulations, and other applicable requirements.

F. Agreement as to post-Construction

1. Upon completion of the Bridge Project by the Wayland's contractor, Framingham and Wayland shall retain ownership and maintenance of the Bridge and appurtenances installed as part of the Bridge Project to the limit of their respective municipal boundaries. Framingham and Wayland shall have the right to, among other things, use, occupy, maintain, inspect, improve, repair the Bridge as the same may from time to time be repaired or improved.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year first above written.

City of Framingham

By: Yvonne Spicer, Ed.D., Mayor
Date:

Approved as to form:

By Christopher J. Petrini, City Solicitor
Date:

Town of Wayland by its Board of Selectmen:

Lea Anderson, Chair

Cherry C. Karlson, Vice Chair

Mary M. Antes

Louis M. Jurist

Douglas A. Levine

Date:
Approved as to form:



By KP Law P.C., Town Counsel
Date: 8-28-18

2018.08.27 Potter Road Bridge IMA - Final (401-09)

6.) Notice of Intent



**DEPARTMENT OF PUBLIC WORKS
TOWN OF WAYLAND**

*Entrusted To
Manage The
Public
Infrastructure*

Thomas M. Holder
Director

Joseph Doucette
Superintendent

Don Millette
Superintendent

Paul Brinkman
Town Engineer

To: Leah Anderson, Board of Selectmen, Chair
From: Paul Brinkman, Town Engineer
CC: Louise Miller, Town Administrator
Thomas Holder, DPW Director
Date: September 20, 2018
Subject: Notice of Intent — 2018 Massachusetts MS4 General Permit

The Town is regulated by the EPA and MassDEP regarding the stormwater discharges from the municipal separate storm sewer system (MS4) owned and operated by the Town. The original small MS4 National Pollutant Discharge Elimination System (NPDES) permit was issued in 2003 and contained a number of requirements for the Town to manage the MS4 and strive to improve the discharges from the Town's stormwater system. The revised Massachusetts Small MS4 General Permit was signed April 4, 2016 and became effective July 1, 2018, after a 1-year postponement. The final permit reflects modifications to the 2014 draft small MS4 general permit released for comment on September 30, 2014 and replaces the Town's current permit.

The permit requires the Town to take a number of actions to further identify issues with the MS4 and develop and implement improvements to reduce the pollutants discharged from the MS4. Currently MS4s represent the largest impact to the nation's waters.

The first step in the MS4 permit process is to request coverage under the General Permit through the submittal of a Notice of Intent (NOI). The NOI identifies the actions planned to be undertaken by the Town towards compliance with the permit in the five-year period. Failure to submit an NOI will result in the issuance of a Town specific permit. A Town specific permit could reduce the control afforded the Town through the implementation schedule and subject the Town to increased requirements and scrutiny.

The NOI must be certified by "the applicant's principal executive officer or a ranking elected official (e.g., mayor, city manager)". The deadline for the submittal of the NOI is September 30, 2018.

HIGHWAY - WATER - PARKS - CEMETERIES - TRANSFER STATION - WASTEWATER - ENGINEERING

Notice of Intent (NOI) for coverage under Small MS4 General Permit Page 1 of 19

Part I: General Conditions

General Information

Name of Municipality or Organization: State:

EPA NPDES Permit Number (if applicable):

Primary MS4 Program Manager Contact Information

Name: Title:

Street Address Line 1:

Street Address Line 2:

City: State: Zip Code:

Email: Phone Number:

Fax Number:

Other Information

Stormwater Management Program (SWMP) Location (web address or physical location, if already completed):

Eligibility Determination

Endangered Species Act (ESA) Determination Complete?

Eligibility Criteria (check all that apply): A B C

National Historic Preservation Act (NHPA) Determination Complete?

Eligibility Criteria (check all that apply): A B C

Check the box if your municipality or organization was covered under the 2003 MS4 General Permit

MS4 Infrastructure (if covered under the 2003 permit)

Estimated Percent of Outfall Map Complete? If 100% of 2003 requirements not met, enter an estimated date of completion (MM/DD/YY):

Web address where MS4 map is published:
If outfall map is unavailable on the internet an electronic or paper copy of the outfall map must be included with NOI submission (see section V for submission options)

Regulatory Authorities (if covered under the 2003 permit)

Illicit Discharge Detection and Elimination (IDDE) Authority Adopted? Effective Date or Estimated Date of Adoption (MM/DD/YY):

Construction/Erosion and Sediment Control (ESC) Authority Adopted? Effective Date or Estimated Date of Adoption (MM/DD/YY):

Post- Construction Stormwater Management Adopted? Effective Date or Estimated Date of Adoption (MM/DD/YY):

Waterbody segment that receives flow from the MS4	Number of outfalls into receiving water segment										Other pollutant(s) causing impairments
		Chloride	Chlorophyll-a	Dissolved Oxygen/DO Saturation	Nitrogen	Oil & Grease/ PAH	Phosphorus	Solids/ TSS/ Turbidity	E. coli	Enterococcus	
Trout Brook	3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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Notice of Intent (NOI) for coverage under Small MS4 General Permit

Part III: Stormwater Management Program Summary

Identify the Best Management Practices (BMPs) that will be employed to address each of the six Minimum Control Measures (MCMs). For municipalities/organizations whose MS4 discharges into a receiving water with an approved Total Maximum Daily Load (TMDL) and an applicable waste load allocation (WLA), identify any additional BMPs employed to specifically support the achievement of the WLA in the TMDL section at the end of part III.

For each MCM, list each existing or proposed BMP by category and provide a brief description, responsible parties/departments, measurable goals, and the year the BMP will be employed (public education and outreach BMPs also requires a target audience). **Use the drop-down menus in each table or enter your own text to override the drop down menu.**

MCM 1: Public Education and Outreach

BMP Media/Category <small>(enter your own text to override the drop down menu)</small>	BMP Description	Targeted Audience	Responsible Department/Parties <small>(enter your own text to override the drop down menu)</small>	Measurable Goal	Beginning Year of BMP Implementation
Brochures/Pamphlets	Distribute brochures/fact sheets/Newsletter	Residents	DPW/Conservation	Number of mailers distributed	2018
Brochures/Pamphlets	Distribute brochures/fact sheets/Newsletter	Businesses, Institutions and Commercial Facilities	DPW/Conservation	Number of mailers distributed	2019
Brochures/Pamphlets	Include stormwater information in permit package	Developers (construction)	DPW/Conservation	Number of brochures distributed/approved permits	2020
Web Page; Social Media	Post stormwater information on webpage and on Town's social media accounts	Residents	DPW/Conservation	Number of website views/social media followers	2019
Web Page	Post stormwater information on webpage	Developers (construction)	DPW/Conservation	Number of website views	2021
Web Page	Post stormwater information on webpage and on Town's social media accounts	Businesses, Institutions and Commercial Facilities	DPW/Conservation	Number of website views/social media followers	2022
Brochures/Pamphlets	Distribute brochures/fact sheets/Newsletter	Light Industrial (gas stations)	DPW/Conservation	Number of mailers distributed	2018

Notice of Intent (NOI) for coverage under Small MS4 General Permit

Part III: Stormwater Management Program Summary (continued)

MCM 3: Illicit Discharge Detection and Elimination (IDDE)

BMP Categorization (enter your own text to override the drop down menu)	BMP Description	Responsible Department/Parties (enter your own text to override the drop down menu)	Measurable Goal (all text can be overwritten)	Beginning Year of BMP Implementation
SSO inventory	Develop SSO inventory in accordance of permit conditions	DPW	Complete within 1 year of effective date of permit	2018
Storm sewer system map	Create map and update during IDDE program completion	DPW	Update map within 2 years of effective date of permit and complete full system map 10 years after effective date of permit	2018
Written IDDE program	Create written IDDE program	DPW	Complete within 1 year of the effective date of permit and update as required	2019
Implement IDDE program	Implement catchment investigations according to program and permit conditions	DPW	Complete 10 years after effective date of permit	2019
Employee training	Train employees on IDDE implementation	DPW	Train annually	2019
Conduct dry weather screening	Conduct in accordance with outfall screening procedure and permit conditions	DPW	Complete 3 years after effective date of permit	2019
Conduct wet weather screening	Conduct in accordance with outfall screening procedure	DPW	Complete 10 years after effective date of permit	2019
Ongoing screening	Conduct dry weather and wet weather screening (as necessary)	DPW	Complete ongoing outfall screening upon completion of IDDE program	2019

Notice of Intent (NOI) for coverage under Small MS4 General Permit

Part III: Stormwater Management Program Summary (continued)

MCM 4: Construction Site Stormwater Runoff Control

BMP Categorization (enter your own text to override the drop down menu or entered text)	BMP Description	Responsible Department/Parties (enter your own text to override the drop down menu)	Measurable Goal (all text can be overwritten)	Beginning Year of BMP Implementation
Site inspection and enforcement of Erosion and Sediment Control (ESC) measures	Complete written procedures of site inspections and enforcement procedures	Conservation	Complete within 1 year of the effective date of permit	2018
Site plan review	Complete written procedures of site plan review and begin implementation	DPW/Conservation	Complete within 1 year of the effective date of permit	2018
Erosion and Sediment Control	Adoption of requirements for construction operators to implement a sediment and erosion control program	Conservation	Complete within 1 year of the effective date of permit	2018
Waste Control	Adoption of requirements to control wastes, including but not limited to, discarded building materials, concrete truck wash out, chemicals, litter, and sanitary wastes	Conservation	Complete within 1 year of the effective date of permit	2018

Notice of Intent (NOI) for coverage under Small MS4 General Permit

Part III: Stormwater Management Program Summary (continued)

MCM 5: Post-Construction Stormwater Management in New Development and Redevelopment

BMP Categorization (enter your own text to override the drop down menu or entered text)	BMP Description	Responsible Department/Parties (enter your own text to override the drop down menu)	Measurable Goal (all text can be overwritten)	Beginning Year of BMP Implementation
As-built plans for on-site stormwater control	The procedures to require submission of as-built drawings and ensure long term operation and maintenance will be a part of the SWMP	DPW/Conservation	Require submission of as-built plans for completed projects	2019
Target properties to reduce impervious areas	Identify at least 5 permittee-owned properties that could be modified or retrofitted with BMPs to reduce impervious areas and update annually	DPW	Complete 4 years after effective date of permit and report annually on retrofitted properties	2020
Allow green infrastructure	Develop a report assessing existing local regulations to determine the feasibility of making green infrastructure practices allowable when appropriate site conditions exist	DPW/Conservation	Complete 4 years after effective date of permit and implement recommendations of report	2020
Street design and parking lot guidelines	Develop a report assessing requirements that affect the creation of impervious cover. The assessment will help determine if changes to design standards for streets and parking lots can be modified to support low impact design options.	DPW/Planning/Building Department	Complete 4 years after effective date of permit and implement recommendations of report	2020

Notice of Intent (NOI) for coverage under Small MS4 General Permit

Part III: Stormwater Management Program Summary (continued)

MCM 6: Municipal Good Housekeeping and Pollution Prevention

BMP Categorization (enter your own text to override the drop down menu or entered text)	BMP Description	Responsible Department/Parties (enter your own text to override the drop down menu)	Measurable Goal (all text can be overwritten)	Beginning Year of BMP Implementation
O&M procedures	Create written O&M procedures including all requirements contained in 2.3.7.a.ii for parks and open spaces, buildings and facilities, and vehicles and equipment	DPW/Conservation/Recreation/Facilities	Complete and implement 2 years after effective date of permit	2018
Inventory all permittee-owned parks and open spaces, buildings and facilities, and vehicles and equipment	Create inventory	DPW/Conservation/Recreation/Facilities	Complete 2 years after effective date of permit and implement annually	2018
Infrastructure O&M	Establish and implement program for repair and rehabilitation of MS4 infrastructure	DPW	Complete 2 years after effective date of permit	2018
Stormwater Pollution Prevention Plan (SWPPP)	Create SWPPPs for: - transfer station - DPW garage	DPW	Complete and implement 2 years after effective date of permit	2019
Catch basin cleaning	Establish schedule for catch basin cleaning such that each catch basin is no more than 50% full and clean catch basins on that schedule	DPW	Clean catch basins on established schedule and report number of catch basins cleaned and volume of material moved annually	2018
Street sweeping program	Sweep all streets and permittee-owned parking lots in accordance with permit conditions	DPW	Sweep all streets and permittee-owned parking lots once per year in the spring	2018
Road salt use optimization program	Establish and implement a program to minimize the use of road salt	DPW	Implement salt use optimization during deicing season	2018

Notice of Intent (NOI) for coverage under Small MS4 General Permit

Part III: Stormwater Management Program Summary (continued)

Actions for Meeting Total Maximum Daily Load (TMDL) Requirements

Use the drop-down menus to select the applicable TMDL, action description to meet the TMDL requirements, and the responsible department/parties. If no options are applicable, or more than one, enter your own text to override drop-down menus.

Applicable TMDL	Action Description	Responsible Department/Parties (enter your own text to override the drop down menu)
Upper/Middle Charles River (Phosphorus)	Adhere to requirements in part A.I of Appendix F	DPW/Conservation/Recreation

Notice of Intent (NOI) for coverage under Small MS4 General Permit

Part IV: Notes and additional information

Use the space below to indicate the part(s) of 2.2.1 and 2.2.2 that you have identified as not applicable to your MS4 because you do not discharge to the impaired water body or a tributary to an impaired water body due to nitrogen or phosphorus. Provide all supporting documentation below or attach additional documents if necessary. Also, provide any additional information about your MS4 program below.

On occasion, the Town receives precipitation events that exceed the design capacity of its municipal best management practices (BMPs). Under these conditions, a BMP, such as a stormwater infiltrator, may overflow and surcharge into the MS4 or discharge directly to the receiving water body. The Town will develop its Stormwater Management Plan during this Permit term under the assumption that these municipal best management practices (BMPs) are not considered outfalls.

The results from the U.S. Fish and Wildlife IPaC system determined that the Town of Wayland's MS4 area contains the Northern Long-eared Bat. See attached resource list as a reference for IPaC results and a NHESP Habitats map from the MA GIS database. Using the ESA Eligibility criteria as referenced in Appendix C of the MA Small MS4 General Permit, the Town falls under criterion C. Based on our review, there is no discharge related activities involving the habitat of this species of bat therefore the Town's MS4 system does not affect any federally threatened or endangered listed species.

The Town of Wayland was covered under the 2003 permit; therefore the Town meets criteria A of Appendix D to the Small MS4 General Permit and completed a consultation with the State Historic Preservation Officer at that time. The Town is not aware of planned projects which would impact historic properties.

Part V: Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I certify that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name:

Title:

Signature:

Date:

[To be signed according to Appendix B, Subparagraph B.11, Standard Conditions]

Note: When prompted during signing, save the document under a new file name



MEMORANDUM

DRAFT – FOR DISCUSSION ONLY

SUBJECT: FY 2020 Operating Budget Guideline

The purpose of this memorandum is to provide a guideline on preparing your Departmental, Board or Committee Operating Budget in compliance with the Fiscal 2020 Board of Selectmen Budget Policy.

It is anticipated that the FY20 budget will not increase more than \$2.9M or 3.7% over FY19. Consistent with prior year recommendations, the FY20 budget is expected to be supported with the use of recurrent revenue sources and will not rely on funding from Free Cash and Overlay Surplus.

Please submit a budget that includes all committed costs as well as any adjustments required for the delivery of the same level of services in FY20 as are being provided in FY19. FY20 personnel costs should include all COLA, step increases, and other increases pursuant to personnel contracts. In addition, please review your FY18 budget to actual reports and identify any large turnbacks to determine the appropriate request for FY20.

Any Department, Board or Committee wishing to request an increase in personnel or services should identify that request separately, and not as part of the level services budget.

Please provide sufficient detail so that your budget can be efficiently and effectively reviewed. This would include:

- Highlights of budget changes.
- Key issues facing your department.
- Review of your FY 18 final expenditure reports and identification of the cause of large turnbacks.
- Identification of any new services as a new service that you are requesting to begin in FY20.

Departmental, Board and Committee budget requests, other than the School Department, must be submitted in MUNIS by October 19, 2018. The Town Administrator and Finance Director will review the budget requests with Department heads between October 19 and October 29. Finance Committee and Board of Selectmen liaisons will be invited to the budget review. The Town Administrator and Finance Director will make recommendations to the Finance Committee and Board of Selectmen on all operating budgets, other than the School Department, by November 5, 2018.

The Town Administrator and the Finance Director will be available to assist you with your budget preparation and to answer any questions.

Attachments:

1. Finance Committee Liaison Assignments
2. Board of Selectmen Liaison Assignments

DRAFT

**BOARD OF SELECTMEN
2018 ANNUAL REPORT**

The Board would like to express our appreciation and thanks to the many Wayland citizens who have donated their time and expertise as volunteer members of our boards and commissions, and who play a crucial role in the operations of our town. Similarly, we greatly appreciate and acknowledge the dedicated town employees who routinely go above and beyond in their efforts to make Wayland operate smoothly.

We would also like to express our gratitude to John Senchyshyn for his XX years of service as Human Resource Director/Assistant Town Administrator and Nan Balmer for her XX years as our Town Administrator. Over the course of his career in Wayland, John lended his strong expertise and experience, including advocating on behalf of our town through countless contract negotiations, and overseeing HR tasks and responsibilities. John retired this past year and his skills, wit, and tireless energy will be missed. Nan served as Wayland's Town Administrator over the course of the last four years, guiding our staff and volunteers through a number of changes that have enhanced our operations. We are grateful to Nan for her efforts to improve town government, enhance communications between various departments, and _____ . Her dedicated spirit, powerful work ethic, and strong organization will be missed.

This, in part, prompted Town Administrator Nan Balmer to recommend to the Board and to then institute a reorganization in town office roles and responsibilities to improve efficiency and to maximize the utilization of the skills and talents of the staff. Elizabeth Doucette has most ably stepped up to assume many of John's responsibilities and David Porter has been added to the staff as an assistant to the Town Administrator.

Subsequent to the announcement of Nan's intention to retire the Selectmen initiated a town administrator search process and in March selected a search firm, Community Paradigm Associates, to guide and assist with recruitment and selection. Community Paradigm solicited community and staff input and feedback regarding traits and management styles desired, and a Screening Committee of town officials and Wayland citizens was selected to review applications, interview candidates, and select the three finalists to be referred to the Board of Selectmen. This dedicated group was able to stick to a tight and ambitious schedule, and on July 9th the Board interviewed the three talented and most qualified candidates. At the end of this meeting, the Board enthusiastically and unanimously selected Louise Miller as our next Town Administrator. Louise began her tenure in Wayland in early September and we are looking forward to working with her in the months and years to come.

One of the major initiatives for which the Board continues to dedicate its efforts involved a comprehensive study and report authored by the Collins Center for Public Management at the University of Massachusetts Boston detailing the Town's governing structure and policies, including detailed recommendations regarding budgetary and financial management. The

comprehensive report recommended a series of best practices that would make sense to incorporate in Wayland,. The Collins Center report centered on two main areas – financial policy review and recommendations, and the creation of a Special Act regarding the role of a town Administrator/manager. The consultants made a presentation to the Board in October, outlining these recommendations. The goal of these financial recommendations is to ensure the continued financial health of the town, provide the public with confidence that town officials respect their responsibility for financial stewardship, and demonstrate to the bond rating agencies that the town has thoughtfully prepared for the future. Many of the financial policy recommendations have been incorporated into the outline and planning process for the Fiscal Year 2020 budget. This includes the goal of a structurally balanced budget without the use of one-time or non-recurring revenues, an ongoing five-year revenue and expenditure forecast, and having the Town Administrator, Finance Director, and School Business Manager collaborate to create a budget plan and present it to the Selectmen, Finance Committee, School Committee, and to the Town at a Budget Summit, which occurred September 17, 2018. These efforts represented a tremendous amount of work and yielded an impressive, comprehensive financial plan for the Town.

The second part of the Collins Center recommendations centered on the reorganization of the role of the Town Administrator/Manager and changing roles and relationships of the Board of Selectmen, Finance Committee, and department heads, with changes in the a number of aspects of the staff reporting structure. The current structure was described as anachronistic compared with our peer towns and the recommendations were designed to enhance our local government's efficiency, effectiveness, and transparency. This is an ongoing process that will continue through education and information-sharing over the coming months.

In the fall of 2017, at the request and recommendation of the Board of Public Works, the Selectmen took up the question of adopting a policy on the Town's plowing of private roads. This came up as it was discovered that legally the town cannot expend municipal fees for the benefit of a private road and would not be insured for any damages related to this. This expanded on action taken in 2015 where the town discontinued plowing on selected short roads/driveways. After many discussions, a hearing, and receiving the input of concerned town residents, a policy was established regarding which private roads would continue to be eligible for plowing based, in part, on the number of houses a particular road serves and whether it could be considered a public way. The Board approved the policy and an appeals process, but felt it was too late in the season to implement the policy for the winter of 2017-2018 and it will be implemented this coming winter.

At Special Town Meeting in November 2017, the town authorized and passed articles providing for Design Fees for renovation of the high School stadium complex, for reconstruction of the softball field and tennis courts, and for a synthetic turf field at the Loker Conservation Area. Also passed was a six-month moratorium on establishment of non-medical/recreational marijuana establishments.

The Board continues to be committed to the Town's goal to increase our overall percentage of affordable housing by taking a proactive approach. The River's Edge project, previously approved at Town Meeting, is undergoing continued site development and evaluation, with the developer, Wood Partners,. Currently, the issue of asbestos abatement and mandated clean-up required by the Department of Environmental Protection is being evaluated and addressed. This has delayed the sale and transfer of the property to the developer and created the need for several extensions of the Land Development Agreement.

At the Annual Town Meeting this spring, in addition to the passage of the Town's Fiscal Year 2019 budget, articles were passed providing funds for a Community / Council on Aging Center at the Town Center, for major renovations to Fire Station number two, and for municipal building enhancements. Articles for further funding for three major projects – the high school athletic complex renovation, the softball field/tennis courts renovation, and the turf field at the Loker Conservation area, were all passed over as further information and study was needed before being considered by the Town. The Board of Library Trustees had done considerable work regarding the possible construction of a new library, including design as well as securing a \$10 million state grant. The article to proceed with the funding for the entire project received a majority vote in support but did not receive the two-thirds vote necessary for the project to pass.

There were significant information technology upgrades made to the Town's capabilities, under the direction of our first IT Director, and a new and improved Town website was rolled out in January with considerable improvements in ease of use, increased content and functionality, and enhanced capability as a communications platform. After serving for 20 months in this capacity Jorge Pazos stepped down in July and the Town contracted with an interim IT Director , -----, while we search for a permanent replacement.

During 2018, the members serving on the Board continue to be Lea Anderson, continuing as Chair, Cherry Karlson as Vice Chair, Mary Antes, Doug Levine, and Louis Jurist. We appreciate and thank the many residents who participate in the governance of Wayland – both those who donate their time serving in formal Town positions and those who participate in the meetings and offer advice and suggestions. This is your Town and we welcome your attendance, participation, and input.



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

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

12.) Bos Minutes for review
(Bos minutes of Sept. 5, 2018)

BOARD OF SELECTMEN

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

DRAFT

Board of Selectmen
Meeting Minutes
September 5, 2018
6:30 p.m.
Wayland Town Building
Large Hearing Room
41 Cochituate Road, Wayland

Attendance: Lea T. Anderson, Mary M. Antes, Douglas A. Levine (6:36 pm), Louis M. Jurist, Cherry C. Karlson

Also Present: Town Administrator Nan Balmer

A1. Call to Order by Chair L. Anderson called the meeting of the Board of Selectmen to order at 6:30 p.m. in the Large Hearing Room in the Wayland Town Building when a quorum was present, noted that the meeting will likely be broadcast and videotaped for later broadcast by WayCAM, and reviewed the agenda for the public.

A2. Announcements and public comment M. Antes announced that the Storm Water Forum co-sponsored by the BoS and the League of Women Voters will be September 12 at 7:30 pm in the Senior Center. Also, on September 12th at 5:30 pm in Natick, there will be an Open Meeting Law Training Workshop held at the library. L. Anderson noted this meeting will be N. Balmer's last BoS meeting and there will be a retirement gala tomorrow afternoon in the Senior Center. She also noted the Town Administrator select, Louise Miller, is also present and she starts on Monday.

A3. Swearing in of New Firefighters: Lindsay Byrne, Mitchel Mabardy, and Jack Stafford Fire Chief D. Houghton came before the Board and discussed the candidate selection process, which he noted was very difficult.

D. Levine entered the meeting at 6:36pm.

Fire Chief D. Houghton introduced Jack Stafford, Mitch Mabardy, and Lindsay Byrnes to the Board giving an overview of each Firefighter's background. Town Clerk Beth. Klein conducted the swearing in of each firefighter. The Board congratulated each firefighter and welcomed them to Wayland.

A2. Announcements and public comment, continued There was no Public Comment.

A10. Consent Calendar: Review and vote to approve (see separate sheet) L. Anderson asked to take up the Consent Calendar next as two items require a notarization from Town Clerk B. Klein.

1. **Vote the question of approving and signing the weekly payroll and expense warrants**
2. **Vote the question of approving the relocation of one (1) pole 45/16, Edgewood Road, Wayland**
3. **Vote the question of approving and signing the acceptance by the Wayland Conservation Commission of the Deed for 74 Moore Road, from the Tamposi Brothers I, LLC.**
4. **Vote the question of approving the invoice for Valerio, Dominello & Hillman, LLC, dated August 8, 2018, Invoice N. 5, for general labor matters: \$21,863.98**
5. **Vote the question of approving the invoice from Mark J. Lanza, Attorney at Law, dated July 31, 2018, for litigation matters: \$477.26**

6. **Vote the question of approving an extension of bar hours for Broomstones Curling Club on Friday, October 5, and Saturday, October 6 2018 for one hour each evening (Closing at 1am).**

M. Antes moved, seconded by C. Karlson, to approve the Consent Calendar. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A9. Minutes: Review and vote to approve regular session minutes of August 20, 2018 C. Karlson moved, seconded by M. Antes to approve the regular session minutes of August 20, 2018, as amended. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A11. Correspondence Review The Board reviewed the Correspondence packet. C. Karlson noted Item 8 a letter from KPLaw to Conservation about title issues related to lands at Town Center owned by Twenty Wayland. She noted that some of these documents also pertain to the land in which the Board has interest and that any work should be coordinated to be efficient with our legal resources. The Board offered congratulations to the DPW transfer station for receiving a grant. The Board discussed the process for appealing the Private Road Plowing decisions and wanted to be certain residents understood how and where to file.

A6. Discuss Special Town Meeting Articles There are currently 15 articles shown on the STM Article list. The Board assigned the articles to each Selectman as follows:

- L. Anderson: Articles A (Pay Previous Fiscal Years Unpaid Bills), B (Current Year Transfers) and D (Initial Year Funding of Town Successor Collective Bargaining Agreement for Police Union).
- C. Karlson: Articles C (Appropriate Funds for the Abatement of Asbestos at River's Edge Site), E (Circuit Breaker Match Program: Adopt State Language) and N (Limit Discharge of Weapons in Town of Wayland).
- D. Levine: Articles F (Article Prohibition of Marijuana), G (Article 2: Marijuana Establishment District A- Boston Post Road), H (Federal Flood Plain District Zoning Amendment-Panel Numbers Update), I (Pre-existing Nonconforming Use of Land That Consists of More Than Six Dwelling Unites) and O (Advanced Water Meter Reading Infrastructure).
- L. Jurist: Articles J (High School Athletic Complex Renovation), K (Appropriate Partial Construction Funds for Wayland High School Athletic Facilities Improvements) and L (Construction of Synthetic Turf Athletic Field at Loker Conservation & Recreation Area).
- M. Antes: Article M (Loker Conservation Area Grass Athletic Field).

A8. Town Administrator's Report

1. **Correspondence** None
2. **Transition** N. Balmer said she and Elizabeth Doucette met with new Town Administrator Louise Miller and reviewed around 85-100 open work items. She said she thinks the Board made an excellent choice.

A12. Selectmen's reports and concerns D. Levine mentioned that he met with the BoPW regarding the Town Manager Special Act. C. Karlson said she met with her two boards (WWMDC, Assessors) that have staff and will reach out to the chairs of other boards in her portfolio. N. Balmer said as of today the Town has received legal advice pertaining to the Rod and Gun Club and it has been referred to the Assessors.

A4. Liquor License Hearing for Coach Grill: Vote to approve 1.) Change of Beneficial Interest Holders; 2.) New LLC Managers; and 3.) Change of Manager of Record L. Anderson opened the hearing at 7:00 pm and read the legal notice aloud.

Meaghan Kenney, Attorney for McDermott, Quilty & Miller, LLP, and new manager of The Coach Grill, David Wilson, came before the Board. M. Kenney explained the three actions for which they are in front of the Board. L. Anderson summarized the work and recommendation of the Police Chief. The Board asked D. Wilson about his background, experience and meeting with the Police Chief. There were no comments from the public.

L. Anderson closed the meeting and asked for a motion.

C. Karlson moved, seconded by M. Antes, to approve the Application of BBRG TR, LLC d/b/a The

Coach Grill of Wayland for 1.) Change of Beneficial Interest Holders; 2.) New LLC Managers; and 3.) Change of Manager of Record for The Coach Grill of Wayland restaurant located at 55 Boston Post Road. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A5. Recess to attend Finance Committee Special Town Meeting Warrant Article The Board took a recess at 7:06pm to attend the Finance Committee's Special Town Meeting Warrant Workshop.

The Board returned to the Large Hearing Room at 9:00 pm.

A7. Executive Session: Enter into Executive Session Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining and impact bargaining with Wayland Police Officers Union and International Association of Firefighters Local 1978 and, 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 (2), (3) and (6) to review and approve the executive session minutes of August 20, 2018. APPROVE AND HOLD: Executive Session minutes of August 20, 2018. At 9:00 pm, L. Anderson moved, seconded by M. Antes, that the Board of Selectmen enter into Executive Session Pursuant to Massachusetts General Laws Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining and impact bargaining with Wayland Police Officers Union and International Association of Firefighters Local 1978 and, 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 (6) to review and approve the executive session minutes of August 20, 2018. APPROVE AND HOLD: Executive Session minutes of August 20, 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, L. Jurist, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0. The Chair invites attendance by: Nan Balmer, Town Administrator, Elizabeth Doucette, Assistant Town Administrator, Phil Schneider, Personnel Board member, Maryanne Peabody, Personnel Board member, Patrick Swanick, Chief of Police, Dave Houghton, Chief of Fire Department. The Board will reconvene in approximately 20 minutes for the purpose of finishing the regular agenda.

The Board reconvened in regular session at 9:35pm.

A12. Selectmen's reports and concerns M. Antes said she was asked by Rep. Carmine Gentile to meet with The United Steelworkers who are locked out due to contract negotiations with National Grid. They are meeting with cities and towns to ask for a resolution. She asked the Board if they were interested in putting this on the agenda for the next meeting to discuss and/or vote. N. Balmer said she received calls from National Grid for a meeting, but she didn't think it was proper. The Board agreed they did not have any desire to get involved.

A13. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any: None.

A14. Adjourn L. Jurist moved, seconded by D. Levine, to adjourn the meeting at 9:40 p.m. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of September 5, 2018.

None.

Items Included as Part of Agenda Packet for Discussion During the September 5, 2018 Board of Selectmen's Meeting

1. Application for 1.) Change of Beneficial Interest Holders 2.) New LLC Manager; and 3.) Change of Manager of Record to C.V. 7-Day All-Alcoholic Beverage License (ABCC#00002-RS-1340) BBRG TR, LLC d/b/a The Coach Grill of Wayland, 55 Boston Post Road, Wayland, MA 07118
2. Special Town Meeting Articles
3. Town Administrator's Report for the Week Ending August 31, 2018
4. Board of Selectmen Minutes from August 20, 2018

BOARD OF SELECTMEN
Monday, September 24, 2018
7:00 p.m.
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 the question of approving the use of RHSO hours for 11 Hammond Road Affordable Housing Project
3. Vote the question of approving and signing the Conservation & Access Road Improvements Wayland Transfer Station Contract No. 19-2001

DATE: SEPTEMBER 24, 2018
TO: LEA ANDERSON, CHAIR, BOARD OF SELECTMEN
FROM: ELIZABETH DOUCETTE, ASSISTANT TOWN ADMINISTRATOR
SUBJECT: USE OF RHSO HOURS FOR 11 HAMMOND ROAD AFFORDABLE HOUSING PROJECT

BOARD ACTION REQUESTED

VOTE TO APPROVE USE OF RHSO HOURS FOR 11 HAMMOND ROAD AFFORDABLE HOUSING PROJECT

BACKGROUND

Wayland has been a member of the WestMetro Consortium for several years. There is a total of \$23,001 in Fiscal Year 18 and 19 HOME funds available to Wayland for an eligible project.

A HOME inspection of the 11 Hammond Road property was conducted on August 30, 2018 with Dan Gaulin of the Regional Housing Services Office (RHSO), Brian Boggia of Wayland Housing Authority (WHA) and Brian O'Herlihy of the Municipal Affordable Housing Trust (MAHT). Following this site visit RHSO recommended 11 Hammond Road as an eligible project for Wayland's HOME funds. This is the first time that Wayland will be able to utilize their exclusive use HOME funds.

RHSO is available to assist MAHT with the application process for no additional cost to the Town. After MAHT has completed the application process, with assistance from RHSO and WHA, the Board of Selectmen will hold a public hearing to approve a Substantial Amendment to the Wayland Annual Action Plan allocating Wayland Fiscal Year 18 and 19 HOME funds and authorizing the Town Administrator to sign the HOME Project Funding Agreement and the Affordable Housing Restriction.

CC: Mary Antes, Chair, Municipal Affordable Housing Trust Fund Board



DEPARTMENT OF PUBLIC WORKS
TOWN OF WAYLAND

3.) Conservation &
Access Road Improvement

*Entrusted To
Manage The
Public
Infrastructure*


Thomas M. Holder
Director

Joseph Doucette
Superintendent

Don Millette
Superintendent

Paul Brinkman
Town Engineer

To: Leah Anderson, Board of Selectmen, Chair

From: Paul Brinkman, Town Engineer 

CC: Louise Miller, Town Administrator
Thomas Holder, DPW Director

Date: September 20, 2018

Subject: Conservation & Access Road Improvements Wayland Transfer Station
Contract No. 19-2001

The Town recently bid the aforementioned project. The project received nearly one dozen bids, which resulted in favorable pricing for the project – below original estimates. Additionally, we were able to leverage the project with MassWorks Grant funding to include the installation of a water main. The water main will be part of a water main loop from River Road to Town Center via the transfer station access road after completion of all three water main projects. The three projects will be completed over 2018 and 2019 and will provide service to the Rivers Edge project.

The project is being funded from three separate sources of funds. Two Town appropriations and the MassWorks grant.

1. Culvert Repairs – TS
2. Transfer Station Access Road
3. MassWorks Grant.

References for the lowest responsive bidder, E.T.&L. Corp, were checked and the Contractor was deemed to be responsible. The Contractor, located in Stow, MA, is eager to start the work.

HIGHWAY - WATER - PARKS - CEMETERIES - TRANSFER STATION - WASTEWATER - ENGINEERING

SECTION 00520

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2018, by and between the Town of Wayland, Massachusetts hereinafter called "OWNER," acting herein through its _____, and E.T. & L. Corp. doing business as (a corporation) (a limited liability company) (a partnership) (a joint venture) (an individual)* located in the (City) (Town)* of Stow, County of Middlesex, and State of Massachusetts, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

**CONSERVATION & ACCESS ROAD IMPROVEMENTS
WAYLAND TRANSFER STATION
CONTRACT NO. 19-2001**

hereinafter called the project, for the sum of One Million, Five Hundred Forty Thousand, Three Hundred and Sixteen Dollars and Zero Cents (\$1,540,316.00) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in Section 00410, FORM OF GENERAL BID, Section 00700, GENERAL CONDITIONS, Section 00800, SUPPLEMENTARY CONDITIONS, Section 00830, STATE REGULATIONS, the plans, which include all maps, plates, drawings, blue prints, and the specifications and all other contract documents therefor as prepared by Weston & Sampson Engineers, Inc., including all bid documents.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor. The work within the access roads shall be Substantially Complete by November 15, 2018, subject to the specific conditions of the Wetlands Protection permits. Final paving associated with the Work shall occur after March 15, 2019, and Final Completion of the Work shall be by June 1, 2019. The CONTRACTOR further agrees to pay as liquidated damages the sum of \$1,000 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the Liquidated Damages provisions of Section 00800 SUPPLEMENTARY CONDITIONS.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, ancestry, or age; and that it shall take affirmative actions to insure that applicants are employed, and that

employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, ancestry, age, or handicapped status.

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

Subject to G.L. c.30, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00700, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00700, GENERAL CONDITIONS and Section 00800, SUPPLEMENTARY CONDITIONS

In accordance with the requirements of G.L. c.149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to submit, to the awarding authority on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned contractor agrees, in addition to any other remedies available to the awarding authority, to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

The Agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be 39.32 percent.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

Town of Wayland, Massachusetts
(Owner)

By _____

(Name)

(Title)

E.T. & L. Corp.
(Contractor)

By  _____
(Signature)

Jennie Lee Colosi, P.E.
(Name)

President
(Title)

873 Great Road, P.O. Box 295
(Address)

Stow, MA 01775
(City and State)

Approved as to Form:

By _____
(Owner's Counsel)

(Name)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor and that the _____ has been authorized to execute the Contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

06/13/2018

00520-3

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, Garry P. Balboni, P.E., hereby certify that I am the duly qualified and acting Secretary of
(Secretary of Corporation)
E.T. & L. Corp. and I further certify that a meeting of the Directors of said company,
(Name of Corporation)
duly called and held on December 22, 1998, at which all members were present and voting, the
(Date of Meeting)
following vote was unanimously passed:

VOTED: To authorize and empower

Jennie Lee Colosi, P.E., President

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____

(Secretary of Corporation)

Garry P. Balboni, P.E., Clerk

A True Copy:

Attest: _____

(Notary Public) Marissa L. Gemma

My Commission Expires: May 3, 2024

(Date)



MARISSA L. GEMMA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 3, 2024

Contractor's Certification

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

E.T.& L. Corp.

Name of the General Contractor

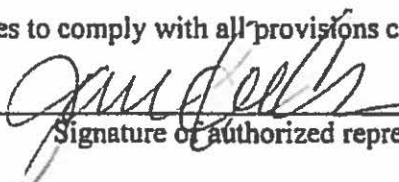
certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

Laborers, Operators, Truck Drivers, Carpenters

and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.


Signature of authorized representative of Contractor

9/13/18
Date


Jennie Lee Colosi, P.E., President

Printed name of authorized representative of Contractor

Contractor's Certification (Continued)

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Signature 
Jennie Lee Colosi, P.E., President
Print Name & Title

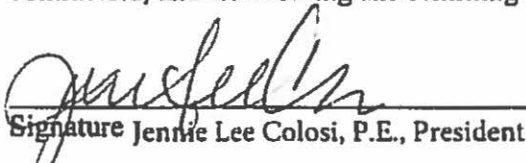
Date 9/13/18
E.T.& L. Corp.
Company Name

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I

Jennie Lee Colosi, P.E., President, authorized signatory for E.T.& L. Corp.
Name of individual *Name of contractor*

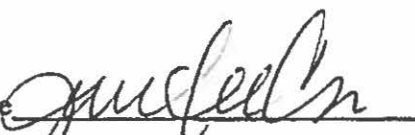
do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature 
Jennie Lee Colosi, P.E., President

Date 9/13/18

LABOR HARMONY AND OSHA TRAINING REQUIREMENTS

The undersigned certifies under penalties of perjury that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work and that all employees to be employed at the worksite and in the work will have completed an OSHA-approved construction safety and health course lasting at least ten (10) hours.

Signature 
Jennie Lee Colosi, P.E., President
Print Name & Title

Date 9/13/18
E.T.& L. Corp.
Company Name

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTOR'S CERTIFICATION

Name of the Subcontractor

certifies that it:

7. Will not discriminate in their employment practices;
8. Intends to use the following listed construction trades in the work under the contract:

and

9. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
10. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
11. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
12. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Subcontractor

Date

Printed name of authorized representative of Subcontractor

END OF SECTION

P:\MA\Wayland MA\2170828 DPW Site Environmental Improvements\Specifications\00520-Agreement.docx

06/13/2018

00520-7



E.T.&L. CORP.

September 13, 2018

Weston & Sampson
5 Centennial Drive
Peabody, MA 01960

Attention: Mr. David Burke – Manager Construction Services

Subject: Direct Labor Cost Markup

Re: Transfer Station Conservation and Access Road Improvements
Contract No. 19-2001
Wayland, MA
E.T.& L. Project No. 18-11

Dear Mr. Burke:

As requested, the following is our direct labor markup, for calendar year 2018, for use in calculating the payment of change orders.

Workers Compensation	6.12%
Liability Insurance	14.47%
FICA	7.65%
FUTA	0.80%
SUTA	4.00%
Health Insurance Surcharge	0.12%
Earned Sick Time	3.00%
Safety & Training	1.13%
Holidays	2.03%
Total Direct Labor Markup	39.32%

Also, fringe benefits are 58.6% on direct labor.

Cordially,

E.T.& L. CORP.

BY: 
Jennie Lee Colosi
President

JWM/jem
Weston & Sampson - Direct Labor Markup

PERFORMANCE BOND

CONTRACTOR (name and address):
E.T. & L. Corp.
873 Great Road
Stow, MA 01775

SURETY (name and address of principal place of business):
Western Surety Company
1515 North Franklin St.
Chicago, IL 60606

OWNER (name and address):
Town of Wayland, 41 Cochituate Road, Wayland, MA 01778

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: One Million Five Hundred Forty Thousand Three Hundred Sixteen and 00/Cents (\$1,540,316)

Description (name and location): Contract No. 19-2001 Transfer Station Conservation and Access Road
Improvements in the Town of Wayland

BOND

Bond Number: 30049968

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: One Million Five Hundred Forty Thousand Three Hundred Sixteen and 00/Cents (\$1,540,316)

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

E.T. & L. Corp. _____ (seal)
Contractor's Name and Corporate Seal

Western Surety Company _____ (seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (attach power of attorney)

Jennie Lee Colosi _____
Print Name

Adam W. DeSanctis _____
Print Name

P.E., President _____
Title

Attorney-in-fact _____
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

Marissa L. Gemma, Assistant Clerk _____
Title

Christine B. Gallagher, Attorney-in-fact _____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including

allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):

E.T.&L. Corp.
 873 Great Road
 Stow, MA 01775

SURETY (name and address of principal place of business):

Western Surety Company
 1515 North Franklin St.
 Chicago, IL 60606

OWNER (name and address): Town of Wayland, 41 Cochituate Road, Wayland, MA 01778

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: One Million Five Hundred Forty Thousand Three Hundred Sixteen and 00/Cents (\$1,540,316)

Description (name and location): Contract No. 19-2001 Transfer Station Conservation and Access Road
 Improvements in the Town of Wayland

BOND

Bond Number: 30049968

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: One Million Five Hundred Forty Thousand Three Hundred Sixteen and 00/Cents (\$1,540,316)

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

E.T.&L. Corp. _____ (seal)
 Contractor's Name and Corporate Seal

Western Surety Company _____ (seal)
 Surety's Name and Corporate Seal

By: Jennie Lee Colosi
 Signature

By: Adam W. DeSanctis
 Signature (attach power of attorney)

Jennie Lee Colosi _____
 Print Name

Adam W. DeSanctis _____
 Print Name

P.E., President _____
 Title

Attorney-in-fact _____
 Title

Attest: Marissa L. Gemma
 Signature

Attest: Christine B. Gallagher
 Signature

Marissa L. Gemma, Assistant Clerk _____
 Title

Christine B. Gallagher, Attorney-in-fact _____
 Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
- 16.1 Claim: A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant, and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gregory D Juwa, Richard F Caruso, James J Axon, Michael F Carney, Wilder Parks Jr, Michael T Gilbert, Adam W DeSanctis, Christine B Gallagher, Bryan F Juwa, Paul A Patalano, David A Boutiette, Rebecca Shanley, Jonathan E Duggan, Individually

of Woburn, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of April, 2018.



WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of April, 2018, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4290-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

PUBLIC DOCUMENTS PROVIDED TO THE BOARD OF SELECTMENT FROM SEPTEMBER 11, 2018 THROUGH AND INCLUDING SEPTEMBER 20, 2018, OTHERWISE NOTE LISTED AND INCLUDED IN THE CORRESPONDENCE PACKET FOR SEPTEMBER 24, 2018

Items distributed to the Board of Selectmen – September 11, 2018 – September 20, 2018

None

Items distributed for information and use by the Board of Selectmen at the Meeting of September 17, 2018

1. Massachusetts Municipal Directory 2018-2019

Items included as part of the Agenda Packet for discussion during the September 24, 2018

1. Board of Selectmen 2018 Annual Report Submission Draft
2. Correspondence from Thomas Holder, DPW Director, to the Board of Selectmen dated September 17, 2018 re: Intermunicipal Agreement between Town of Wayland & City of Framingham
3. Correspondence from Paul Brinkman, Town Administrator, to Lea Anderson, Board of Selectmen Chair, dated September 20, 2018 re: Notice of Intent – 2018 Massachusetts MS4 General Permit
4. FY 2020 Operating Budget Guidelines – Draft for Discussion Only
5. Draft of Board of Selectmen Meeting Minutes for September 5, 2018

BOARD OF SELECTMEN
Monday, September 24, 2018
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Session
41 Cochituate Road

CORRESPONDENCE

1. Correspondence from Attorney Melissa McCarthy, KP Law, to Board of Selectmen, dated September 5, 2018 re: Town of Wayland v. John F. Zullo
2. Correspondence from Attorney Melissa McCarthy, KP Law, to Board of Selectmen, dated September 13, 2018, re: Town of Wayland v. Hayes Development Corp., et al
3. Correspondence from Attorney Melissa McCarthy, KP Law, to Board of Selectmen, dated September 17, 2018 re: Town of Wayland v. Sylvia R. Griggs, Trustee of Griggs Realty Trust
4. Correspondence from Julia Junghanns, Director of Public Health, to the Board of Selectmen dated September 17, 2018 re: Wayland Board of Health Director's Report
5. Correspondence from Elizabeth Snell, Director of Accreditation Services ACA New England to Nan Balmer, Town Administrator, received September 20, 2018 re: Thank you for supporting Katherine Brenna in serving as an ACA Visitor
6. Correspondence from Geoffrey Beckwith, Executive Director & CEO to Local Officials, dated September 17, 2018 re: Massachusetts Municipal Association's Annual Fall Legislative Breakfast Series