

PACKET

OCTOBER 9

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

BOARD OF SELECTMEN
Tuesday, October 9, 2018
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road

Proposed Agenda

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

- 7:00 pm 1. Call to order by Chair
- Review 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
- 7:25 pm 4. FY 20 Budget Update
- Capital recommendations
 - Final operating budget guidelines
- 7:40 pm 5. Cable Discussion Update: Discuss and vote creation and mission statement of Cable Advisory Committee

BOARD OF SELECTMEN
Tuesday, October 9, 2018
7:00 p.m.
Selectmen's Meeting Room
41 Cochituate Road

Proposed Agenda – Page Two

- 7:45 pm 6. Special Town Meeting Articles:
- Logistics review including Town Moderator and ELVIS Chair
 - Report of Permanent Municipal Building Committee
 - Discuss and vote to insert and/or take a position, if appropriate
 - Discuss and vote order of articles
- 8:15 pm 7. Town Administrator's Report
1. Correspondence
 2. Wastewater Update
 3. Private Road Plowing Update
- 8:25 pm 8. Minutes: Review and vote to approve regular session minutes of September 24, 2018
- 8:30 pm 9. Consent Calendar: Review and vote to approve (see separate sheet)
- 8:35 pm 10. Correspondence Review
- 8:40 pm 11. Selectmen's reports and concerns
- 8:45 pm 12. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any
- 8:50 pm 13. Adjourn



MEMORANDUM

TO: All Department Heads, Boards and Committees

FROM: Louise Miller, Town Administrator
Brian Keveny, Finance Director
The Finance Committee

DATE: October 4, 2018

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 Departmental, Board or Committee operating budgets for the Town and Schools will not increase more than \$2.6M. In addition to the \$2.6M, the General Fund budget will include \$300,000 for an anticipated one-time committed cost. 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 Superintendent of Schools will submit a budget request by December 15, 2018. By December 31, 2018, the Town Administrator and Finance Director will prepare and submit a Draft FY2020 Operating Budget, including schools.

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

5.) Cable



Wayland
MASSACHUSETTS

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Cable Advisory Committee

The Cable Advisory Committee was dissolved by a vote of the Board of Selectmen on September 21, 2015.

Mission Statement:

The purpose of the Cable Advisory Committee (CAC), which is appointed by and reports to the Wayland Board of Selectmen (BoS), is to advise the BoS on all issues relating to cable television (CATV) services provided within the Town. The BoS is the Issuing Authority that grants CATV franchise licenses to service providers. The CAC's principal responsibilities are to negotiate the terms of initial and renewal CATV licenses with service providers, to recommend that the BoS grant such licenses once they are negotiated, and to monitor the performance by the licensees of their obligations under such licenses in order to ensure compliance with license terms and conditions. The CAC also attempts to resolve disputes brought to its attention between CATV subscribers and CATV service providers. In addition, the CAC advises and consults with various Town organizations with respect to CATV matters on an ad hoc basis.

Phone:

(508) 358-7701

Address

Cable Advisory Committee

41 Cochituate Road

Wayland, MA 01778

United States

See map: [Google Maps](#)

Source URL: <https://www.wayland.ma.us/cable-advisory-committee>

ARTICLE LIST FOR NOVEMBER 13, 2018 SPECIAL TOWN MEETING

Article	November 2018 Article Name	Sponsor	Assignee Selectmen	Assignee FinCom	Position Selectmen	Position FinCom
A	Pay Previous Fiscal Years Unpaid Bills	Board of Selectmen	Lea Anderson	Carol Martin	Voted 4-0	
B	Current Year Transfers	Board of Selectmen	Lea Anderson	Steve Correia	Voted 4-0	
C	Appropriate Funds for the Abatement of Asbestos at Rivers Edge Site	Board of Selectmen	Cherry Karlson	Dave Watkins		
D	Initial Year Funding of Town Successor Collective Bargaining Agreement for Police Union Fiscal Year 2018 and Fiscal Year 2019 Funding of Town Successor Collective Bargaining Agreement for Police Union	Personnel Board	Lea Anderson	Kelly Lappin	Voted 4-0	
E	Circuit Breaker Match Program: Adopt State Language	Council on Aging	Cherry Karlson	George Uveges	Withdrawn	
F	Article Prohibition of Marijuana	Planning Board	Doug Levine	Steve Correia		
G	Article 2: Marijuana Establishment District A – Boston Post Road	Planning Board	Doug Levine	Kelly Lappin		
H	Article Federal Flood Plain District Zoning Amendment-Panel Numbers Update	Planning Board	Doug Levine Mary Antes	Jen Gorke	Voted 4-0	Voted 5-0-0
I	Pre-existing Nonconforming Use of Land That Consists of More Than Six Dwelling Units	Planning Board	Doug Levine Mary Antes	Dave Watkins	Voted 4-0	
J	High School Athletic Complex Renovation	School Committee	Louis Jurist	Klaus Shigley		

ARTICLE LIST FOR NOVEMBER 13, 2018 SPECIAL TOWN MEETING

Article	November 2018 Article Name	Sponsor	Assignee Selectmen	Assignee FinCom	Position Selectmen	Position FinCom
K	Appropriate Partial Construction Funds for Wayland High School Athletic Facilities Improvements	Community Preservation Committee	Louis Jurist	Kelly Lappin		
L	Construction of Synthetic Turf Athletic Field at Loker Conservation & Recreation Area	Recreation Commission	Louis Jurist	Jen Gorke		
M	Loker Conservation Area Grass Athletic Field	Petitioner	Mary Antes	Jen Gorke		
N	Limit Discharge of Weapons in Town of Wayland	Petitioner	Cherry Karlson	Klaus Shipley		
O	Advanced Water Meter Reading Infrastructure	Board of Public Works	Doug Levine	George Uveges		

DRAFT

ARTICLE XX: PAY PREVIOUS FISCAL YEAR UNPAID BILLS

Proposed by: Board of Selectmen

Estimated Cost \$5,527.12

To determine whether the Town will vote to:

- pay the bills of the prior fiscal years,
- appropriate a sum of money for the payment of the foregoing bills of prior fiscal years; and
- provide for such appropriation by taxation, by transfer from unappropriated funds, by transfer of funds already appropriated for another purpose, by borrowing, or otherwise.

Fiscal 2018 liabilities to be paid using Fiscal 2019 appropriations;

•Facilities Department - NE Overhead Door	\$1,035.00	Fiscal 2019 Facilities Budget
•Facilities Department - NE Overhead Door	\$211.87	Fiscal 2019 Facilities Budget
•School Budget - Budget Blinds	\$900.00	Fiscal 2019 School Budget
•School Budget - Pearson	\$80.25	Fiscal 2019 School Budget
•School Budget - Robin Traquina	\$1,650.00	Fiscal 2019 School Budget
•School Budget - Gretchen Paulson	\$300.00	Fiscal 2019 School Budget
•School Budget – People Fit	\$1,350.00	Fiscal 2019 School Budget

FINANCE COMMITTEE COMMENTS: Occasionally, bills are not paid at the end of a fiscal year for a number of reasons, including late submission. The unpaid bills from Fiscal Year 2018 are summarized in the article and will be paid using funds appropriated for the FY 201 budget.

• Facilities Department - NE Overhead Door	\$1,035.00	Door Repair
• Facilities Department - NE Overhead Door	\$211.87	Door Repair
• School Budget - Budget Blinds	\$900.00	Window Blinds
• School Budget- Pearson	\$80.25	Supplies
• School Budget - Robin Traquina	\$1,650.00	Reimbursement
• School Budget - Gretchen Paulson	\$300.00	Clinical Services
• School Budget - People Fit	\$1,350.00	Clinical Services

ARGUMENTS IN FAVOR: This is a standard Article that allows the Town to pay bills for the previous fiscal year.

ARGUMENTS OPPOSED: There are no apparent arguments against this Article.

RECOMMENDATION: The Finance Committee recommends approval. Vote: X-X.

QUANTUM OF VOTE: (Town Counsel to fill in).

For more information about this article, contact Brian Keveny, Finance Director, at (508) 358-3611, or email bkeveny@wayland.ma.us.

DRAFT

ARTICLE B: CURRENT YEAR TRANSFERS

Sponsored by: BOARD OF SELECTMEN

Estimated Cost: \$125,100

To determine whether the Town will vote to appropriate a sum or sums of money for the operation and expenses of various Town Departments for the current fiscal year; to determine whether such appropriations shall be provided by taxation, by transfer from unappropriated funds, by transfer of funds already appropriated for another purpose, by funds received as grants from the Commonwealth or federal government, by borrowing, or otherwise; and to determine which Town officer, board, or committee or combination of them, shall authorized to expend the money or monies appropriated therefor; and to determine whether the Town will vote to amend the amount previously appropriated under Article 9 of the April 2018 Town Meeting.

CURRENT YEAR TRANSFER FY 2019

PURPOSE:	AMOUNT
• INFORMATION TECHNOLOGY EXPENSE	\$100,000
• POLICE PERSONNEL SERVICES	\$25,100
TOTAL	<u>\$125,100</u>

FUNDING SOURCES:

• INFORMATION TECHNOLOGY PERSONNEL SERVICES	\$100,000
• INFORMATION TECHNOLOGY PERSONNEL SERVICES	\$25,100
TOTAL	<u>\$125,100</u>

FINANCE COMMITTEE COMMENTS: This article authorizes the expenditure of funds for the current fiscal year, which were not foreseen in the current budget. These transfers are required for the following reasons:

INFORMATION TECHNOLOGY EXPENSE (\$100,000)

This request is to transfer funds from the Information Technology Personnel Services budget to the Information Technology expense budget. The funds will be used to pay a vendor due to the vacancy of the Information Technology Director.

POLICE PERSONNEL SERVICES (\$25,100)

This request is to transfer funds from the Information Technology Personnel Services budget to the Police Personal Services budget. The funds will be used to fund the settled police patrolman's contract.

ARGUMENTS IN FAVOR: These expenses were not reasonably anticipated when forecasting the FY2019 budget, and they represent binding obligations of the Town.

ARGUMENTS OPPOSED: The Finance Committee is not aware of any.

RECOMMENDATION: The Finance Committee recommends approval. (Vote x-y-z) The Board of Selectmen recommends approval. (Vote x-y-z)

QUANTUM OF VOTE: Majority – see Massachusetts General Laws Chapter 40, Section 5 and Chapter 44, Section 33B and Chapter 44, Section 53F ½

For more information about this article, contact Brian Keveny, Finance Director, at (508) 358-3611, or email bkeveny@wayland.ma.us.

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ARTICLE D: FISCAL YEAR 2018 AND FISCAL YEAR 2019 FUNDING OF TOWN SUCCESSOR COLLECTIVE BARGAINING AGREEMENT FOR POLICE UNION

Proposed by: Personnel Board

Estimated Cost: \$160,100

To determine whether the Town will vote to transfer \$135,000 from FY19 budgeted Reserve for Salary Settlement account and \$25,100 from FY19 Information Technology Personnel Services for the purpose of funding FY19 and retroactively funding FY18 of the collective bargaining agreement for the period of July 1, 2017 through June 30, 2019 between the Town of Wayland and the New England Police Benevolent Association, Inc., Local 176, said amounts to be distributed, as appropriate, to and among the department personnel and line items affected thereby as follows:

Total retroactive cost FY18	\$76,947
Total incremental cost FY19	<u>\$83,153</u>
Total to be transferred	\$160,100

FINANCE COMMITTEE COMMENTS: The Town has reached agreement with the Police Union for a successor collective bargaining agreement for the period of July 1, 2017 through June 30, 2020. Upon the advice of Town Counsel and in accordance with M.G.L. Ch. 150E, Section 7b), the initial year of incremental funding requirements for FY18 and FY19 for the Police Union collective bargaining settlement is being presented to Special Town Meeting.

At the April 2018 Annual Town Meeting, monies were approved in the Unclassified Reserve for Salary Settlement account to fund the incremental FY18 and FY19 increase for the Police Union. The base wages and other contractual compensation from the previous collective bargaining agreements were included in the approved FY19 departmental budgets.

This Article requests Special Town Meeting to authorize the Finance Director to transfer funds from the Reserve for Salary Settlement Account and the Information Technology Personnel Services budget to the Police Department budget. The requested action will not increase the overall FY19 budget. Future years' negotiated compensation for this contract will be included in the fiscal year budgets presented to Annual Town Meeting and will not require incremental funding approval. The settlement is consistent with other public sector union settlements in the Massachusetts municipal marketplace.

The base wage increase for the Police Union is 2.25% over the amounts for the prior fiscal year.

The Personnel Board recommends xxxxxx. (Vote x-x-x)

The Board of Selectman recommends xxxxxx. (Vote x-x-x)

ARGUMENTS IN FAVOR: The negotiated FY 19 settlement represents a fair wage adjustment in the marketplace and falls within the guidelines provided by the Finance Committee.

ARGUMENTS OPPOSED: Some may argue that employees are sufficiently compensated under the existing wage scales.

RECOMMENDATION: The Finance Committee recommends xxxxxx. (Vote: x-x-x)

QUANTUM OF VOTE: Majority [Town Counsel to provide citation].

CONSISTENCY WITH LAW: It is the opinion of Town Counsel that the foregoing article...

For more information about this article, contact Louise Miller, Town Administrator, at (508) 358-3621, or email lmiller@wayland.ma.us.

ARTICLE N: LIMIT DISCHARGE OF WEAPONS IN THE TOWN OF WAYLAND

Sponsored by: Petitioners

Estimated cost: none

Amend §139-8 of Chapter 139 of the code of the Town of Wayland by deleting said section and replacing with the following new section 139-8:

A. No person shall carry uncased or unholstered firearms, rifles, shotguns, or pistols or discharge explosives on public property without the prior written permission of the Board of Selectmen or on private property without the written permission of its owner.

B. No person shall fire or discharge any type of firearm, rifle, shotgun, or pistol on land within the confines of the Town unless they are at least 1000 feet from the nearest dwelling and 1000 feet within the property line of said land.

C. This section does not apply to the lawful defense of life or property or to any person in the performance of some legal duty or to the otherwise lawful discharge of blank ammunition.

PETITIONERS' COMMENTS: *Petitioners' 150 word statement, if submitted.*

FINANCE COMMITTEE COMMENTS: Passage of this article will replace the existing Town By-law §139-8 Explosives and Firearms which states: "No person shall carry uncased or unholstered firearms or discharge explosives or firearms on public property without the prior written permission of the Board of Selectmen or on private property without the prior written permission of its owner. This section shall not apply to the lawful defense of life or property."

The current laws governing the discharge of firearms are defined in Massachusetts General Laws (MGL) Ch. 269, §12E, to which Wayland adds a requirement of written permission from the Board of Selectmen.

MGL Ch. 269, §12E prohibits the discharge of firearms within five hundred feet of a dwelling or other building in use, except with the consent of the owner or legal occupant thereof, and then §12E enumerates the following exceptions from the 500 foot buffer: "(a) the lawful defense of life and property; (b) any law enforcement officer acting in the discharge of his duties; (c) persons using underground or indoor target or test ranges with the consent of the owner or legal occupant thereof; (d) persons using outdoor skeet, trap, target or test ranges with the consent of the owner or legal occupant of the land on which the range is established; (e) persons using shooting galleries, licensed and defined under the provisions of section fifty-six A of chapter one hundred and forty; and (f) the discharge of blank cartridges for theatrical, athletic, ceremonial, firing squad, or other purposes in accordance with section thirty-nine of chapter one hundred and forty-eight."

The Petitioners' proposal extends the 500 foot buffer to 1000 feet. It retains the exceptions within the 1000 foot buffer for a), b) and f) of §12E above (lawful defense of life, law enforcement, and commemorative occasions using blanks) and eliminates exceptions within the 1000 foot buffer for c), d) and e) of §12E above (indoor and outdoor firing ranges, plus shooting galleries.).

At present, there are three sources of legal gunfire within the Town of Wayland:

- Wayland Rod and Gun Club (WRGC) indoor and outdoor discharge area
- Hunting on Federal lands
- Any piece of property large enough to have land 500 feet from a building (primarily areas north of Route 20), per MGL Ch. 269 §12E

The WRGC is a private membership, non-profit civic league for recreation, sports, leisure, and athletics, focusing specifically on fishing and hunting sport programs and has been in operation since 1928 at its present location on Meadowview Road. The facility is also used to provide instruction, coaching and examination for the Boy Scout Rifle Shooting Merit Badge. The facility contains both outdoor and indoor firing ranges. The facility's use as a firing range is a pre-existing non-conforming use with grandfathering rights. Under Massachusetts laws (MGL Ch. 40A §6) new zoning bylaws can regulate future uses of land or property but not existing ones. Hence this article will not affect the discharge of firearms from this source.

The Great Meadows National Wildlife Refuge in Wayland is governed by Federal law and allows for hunting waterfowl with a gun on the river between certain buoys. Because Town laws do not apply to federal land, permitted discharge of firearms in this area will not be changed.

Hence the article will have two impacts. The first is to extend the buffer in the third of the above permitted discharge areas from 500 feet of a building-in-use to 1000 feet of the nearest property line of a building-in-use. The second is to impose a 1000 foot buffer for skeet shooting on private property, indoor and outdoor firing ranges, and for shooting galleries by eliminating the state law exception to the requirement for a 500 foot buffer for these activities.

Other Board votes (if applicable)

ARGUMENTS IN FAVOR: Firearms discharge noise can travel a long distance, and the discharge noise from the first of these sources of firearm discharge can be heard throughout the Oak Hill, Stonebridge/Meadow View, and Pelham Island area. While the proposed by-law will not eliminate the discharge noise from this source because its use for this purpose is grandfathered, Petitioners nevertheless believe the article is still worth pursuing because it will severely reduce any future firearm discharge from non grandfathered facilities.

The Wayland Town web site proclaims: "Wayland is a quiet, peaceful community located in the Metro West area of Massachusetts". Petitioners argue that the discharge of firearms is inconsistent with that characterization.

A significant number residents would prefer not to live near an outdoor firing range. The article virtually eliminates the possibility of building any new firing ranges.

Petitioners argue that attitudes about guns have changed, particularly in light of the recent school shootings. They would argue that a greater number of residents is now discomfited by the sound of firearm discharges and would prefer an environment free of that sound.

Petitioners state that Wayland children should not need to be desensitized to the sound of gunfire. Petitioners assert that "at least 34 towns (including Lexington and Arlington) already have some type of firearm discharge ban. Wayland should join this list."

ARGUMENTS OPPOSED: This article does not mention or exclude police training. The Wayland Police Department (WPD) would not be able to conduct its firearms training in Wayland if this Article passes unless they can find a suitable site for a firing range not nearer than 1000 feet to the property line of a building-in-use. Maps prepared by the Wayland GIS coordinator seem to indicate that there is no such site.

The laws of physics for sound propagation predict that lengthening the buffer for the discharge of firearms from 500 to 1000 feet results in a reduction of 6 decibels. The general acoustical rule is a 6 decibel reduction per doubling of distance. (See: <http://www.sengpielaudio.com/calculator-distance.htm>). Some would argue that 6 decibels is too small a gain in noise reduction to justify the reduction in permissible hunting areas.

The proposed by-law replaces the definition of a buffer from 500 feet of a "building" to 1000 feet from a "property line". Some would argue that it would be difficult to adhere to such a distinction in practice.

While some nearby towns have a ban on discharging firearms, it should be noted that most of these towns, such as Lexington, Concord and Weston, make exceptions for firing ranges. This proposed by-law does not provide any exceptions for firing ranges within the buffer zone. Some towns also make exceptions for veterinarians.

At some point in the future, the town may need to explore culling the deer population to control ticks and the spread of tick-borne diseases, as well as an increase in deer collisions. Other adverse impacts from excessive deer populations include browsing of tree saplings leading to loss of tree species diversity and browsing of understory plants leading to loss of flowering plant diversity, which can impact insects and other wildlife that depend on both the plants and the insects, such as songbirds. Mass. Division of Fisheries and Wildlife states that: "Wayland likely has a deer population that is over twice our recommended level." Limiting the permissible areas for the discharge of firearms to roughly 4% of Wayland properties would decrease the effectiveness of deer control efforts.

There are residents who might agree with the limitation on hunting, but those same residents might disagree with conflating recreational shooting on ranges with their support of a limitation on hunting. Those residents would argue for a continued exemption from the 1000 foot buffer for firing ranges.

Some would argue that there is little or no logic for the imposition of a 1000 foot buffer for indoor firing ranges, which are otherwise exempted from the 500 foot buffer by MGL Ch. 269, §12E (c). The proposed by-law not only voids this exception from the current 500 foot buffer but extends it to 1000 feet. That would seem to make no sense because a properly constructed indoor range can mitigate noise to roughly 40 decibels at 330 feet, and poses no risk to safety. As a frame of reference, a window air conditioner produces about 50 decibels.

Some have argued that passage of this article, at least as it relates to the elimination of the exception from buffers for skeet and firing ranges, will be unenforceable. The logic is as follows: By lengthening the buffer for discharge of firearms from 500 feet to 1000 feet, petitioners are seeking to modify MGL Ch. 269, §12E. But MGL Ch. 269, §12E is an "Exceptions" section, which provides that certain types of activity are not subject to penalties arising from the discharge of a firearm within a 500 foot perimeter of a building in use. Sub-section (d), is one of those exceptions. It states that penalties shall not apply to target or test ranges for discharge of firearms within 500 feet. The proposed Wayland By-law would void that exception. There is moreover another state statute, MGL Ch.214, §7B, that explicitly prevents towns from imposing stronger noise mitigation rules on shooting ranges beyond those required to meet state requirements. If Wayland adopts this by-law because it fears 500 feet is an unsafe buffer, it would make sense to continue the exception for firing ranges because firing ranges pose no threat to safety. On the other hand, if the goal is additional noise reduction, that is precluded by MGL Ch.214, §7B. Thus it is unlikely that the courts would permit voiding the exception for the 500 foot buffer at firing ranges, much less allow it to be extended to 1000.

FINANCE COMMITTEE RECOMMENDATION: The Finance Committee recommends xxxxxx.
(Vote x-y-z)

QUANTUM OF VOTE: [Town Counsel to provide citation].

CONSISTENCY WITH LAW: It is the opinion of Town Counsel that the foregoing article...

For more information about this article, contact either Duane Galbi or Ton Gully.

DRAFT



LOUISE L. E. MILLER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

8.) Sept. 24, 2018
BOS minutes
for review

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 24, 2018

7:00 p.m.

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

Attendance: Lea T. Anderson, Mary M. Antes, Douglas A. Levine (arrived at 7:04 pm), Cherry C. Karlson, Louis M. Jurist (arrived at 7:48 pm)

Also Present: Town Administrator Louise Miller, Assistant Town Administrator Beth Doucette

A1. Call to Order by Chair L. Anderson called the meeting of the Board of Selectmen to order at 7:00 p.m. in the Selectmen's Meeting 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. Announcement and Public Comment The "Conservation in Action" celebration will be held on Oct. 14 from 2-5 pm in Concord. On Oct. 2 there is a Town referendum one-question ballot vote to address the issue of recreational marijuana sales in Town. On Oct. 1 at 10:00 am in the Senior Center there will be a coffee meet and greet for the new Town Administrator Louise Miller.

There was no Public Comment.

A3. 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) (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 At 7:06 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) (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

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, C. Karlson, D. Levine. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0. The Chair invites attendance by: Louise Miller, Town Administrator and Elizabeth Doucette, Assistant Town Administrator. The Board will reconvene in approximately 25 minutes for the purpose of conducting the regular agenda.

The Board reconvened in regular session at 7:29pm.

A5. 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 L. Miller explained that Framingham has already approved the agreement related to the design of the project. After speaking with town counsel, she made some suggestions for changes to the agreement that can be communicated in a cover letter. Town Engineer P. Brinkman came before the Board to discuss Mass DOT's report on the condition on the bridge and the start of a formal process for repairs. He explained that Wayland is responsible for half of the bridge and the city of Framingham is responsible for the other half. The conversation with Framingham has been ongoing for about a year. The proposal is for a preliminary assessment of the magnitude of repairs and costs. Wayland's capital plan considers design funds next year and construction funding the following budget year. L. Miller explained her concern about the wording around project design, suggested requiring a separate procurement process for proposals through construction, and a change to the design review process. She recommended signing the agreement, so the work can proceed, and these potential changes will be communicated to Framingham. M. Antes recommended involving the River Stewardship Council.

C. Karlson moved, seconded by M. Antes, that the Board of Selectmen approve and sign the inter-municipal agreement with the city of Framingham for the repair of the shared bridge located on Stonebridge Road in Wayland. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0.

D. Levine asked for an update on the timetable for completion of the work on the intersection of Routes 27 and 30. P. Brinkman updated the Board and stated that the State is keeping the Town informed. No firm completion date is set.

A6. Stormwater Permit: Discuss and vote to approve and sign Notice of Intent Town Engineer P. Brinkman discussed the MS4 permit and what steps the Town will complete as explained under the permit filings.

C. Karlson moved, seconded by M. Antes, that the Board of Selectmen authorize the Town Administrator to sign the Notice of Intent for coverage under the MS4 General Permit. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson. NAY: none. ABSENT: L. Jurist. ABSTAIN: none. Adopted 4-0.

A4. Special Town Meeting Articles: Discuss and vote to insert and/or take a position, if appropriate The Board went through the articles in order to review any updates or vote a position.

Under Article A (Pay Previous Fiscal Years Unpaid Bills), L. Miller explained that B. Keveny did find two unpaid bills from the previous fiscal year.

C. Karlson said she hasn't seen a draft of Article C (Appropriate Funds for the Abatement of Asbestos at River's Edge Site) yet from the FinCom. The Article needs project budget information, confirmation of article language, and a FinCom write-up.

For Article D (Initial Year Funding of Town Successor Collective Bargaining Agreement for Police Union), L. Miller stated the Town will be short approximately \$25,000, but B. Keveny is looking into funding to make up the difference. C. Karlson suggested a change in the order of the articles so Article D would be followed by Article B, Current Year Transfers.

D. Levine said he has no updates for Articles F (Article Prohibition of Marijuana) and G (Marijuana Establishment District A-Boston Post Road), but he will reach out to Town Planner S. Sarkisian.

M. Antes took over Articles H (Federal Flood Plain District Zoning Amendment-Panel Numbers Update) and I (Pre-existing Nonconforming Use of Land That Consists of More than Six Dwelling Units) from D. Levine to better balance the Board's workload.

The Board discussed some of the issues related to the field projects – J: HS Facility Improvements, K: CPC Funding for HS project, L: Loker Field. D. Levine asked about the process with Conservation and its review of the field projects. C. Karlson explained that the PMBC is working on its report regarding both field projects. L. Anderson explained that the Town is working with town counsel on the determination of how long the debt exclusion vote is valid and its applicability to the current articles.

M. Antes stated that Article M (Loker Conservation Area Grass Athletic Field) has been drafted and edited. She stated the Petitioner thought the arguments were biased, so M. Antes is waiting to hear back from FinCom.

C. Karlson gave an overview of the progress on Article N (Limit Discharge of Weapons in Town of Wayland). L. Miller is meeting with the lead Petitioners tomorrow to talk about some of the issues. K. Shigley from FinCom has put together a draft write-up.

D. Levine said Article O (Advanced Water Meter Reading Infrastructure) is in good shape and before the FinCom for review and vote.

A7. Special Act Update L. Anderson asked if the Board had feedback from all boards and committees. Board members said they will follow up with their assigned Boards. L. Anderson set a meeting date of Oct. 15 to discuss this more in depth.

A8. FY20 Budget Update L. Miller said she met with B. Keveny and the Chair of FinCom to discuss the FY2020 budget guideline, specifically what it should look like and what it should include. She said the goal is for the guideline to be a collaborative effort between the Town Administrator, FinCom, and the Finance Director. The Finance Committee is reviewing the same draft tonight. L. Miller explained the components of the draft guideline document.

L. Jurist entered the meeting at 7:48 pm.

The Board discussed what level services means and how to best communicate that not every department will increase the same percentage of 3.7%. It was also noted that the Board wants to ensure the budget deadline dates noted at the bottom of the draft guideline are reasonable. A discussion ensued about the meeting dates for the Operating Budget.

A9. Annual Report: Review and discuss draft of Board of Selectmen's submission The Board reviewed the draft and noted members suggested changes. L. Anderson collected written comments and volunteered to make the changes and submit the final draft by Friday.

A10. Cable Discussion: Renegotiations update D. Levine said he hasn't connected with Town Counsel yet on the committee charge. The update was tabled to the next meeting.

A11. Town Administrator's Report

1. Correspondence None.

A12. Minutes: Review and vote to approve regular session minutes of September 5, 2018 C. Karlson moved, seconded by M. Antes, to approve the minutes of September 5, 2018, as amended. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A13. Consent Calendar: Review and vote to approve (see separate sheet)

- 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**

L. Anderson noted the documents to support item 3, and C. Karlson asked about the RHSO hours detailed in item 2. M. Antes moved, seconded by C. Karlson, to approve the Consent Calendar, as amended. YEA: L. Anderson, M. Antes, D. Levine, C. Karlson, L. Jurist. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A14. Correspondence Review The letters from Attorney Melissa McCarthy regarding tax title work and the letter complimenting Recreation Director Katherine Brenna were noted. M. Antes stated she has registered for the MMA's Fall Legislative Breakfast.

A15. Selectmen's reports and concerns M. Antes asked if members of the Board will be attending the "Conservation in Action" celebration on Oct. 14 in Concord. There is a free Capital Planning Conference for New England municipal officials on Nov. 30, and it is sponsored by the Collins Center and the Lincoln Institute of Land Policy. M. Antes also discussed some of the findings for Wayland that were in the MetroWest Regional Collaborative survey results about Town Meeting. The Board was interested in receiving copies of the report. L. Anderson noted that the election is coming up at Oct. 2.

A16. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any:
None.

A17. Adjourn L. Jurist moved, seconded by D. Levine, to adjourn the meeting at 8:50 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 24, 2018.

1. 1. MAPC "Enhancing Local Democracy in MetroWest" PPT

Items Included as Part of Agenda Packet for Discussion During the September 24, 2018 Board of Selectmen's Meeting.

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

PUBLIC DOCUMENTS PROVIDED TO THE BOARD OF SELECTMENT FROM SEPTEMBER 28, 2018 THROUGH AND INCLUDING October 3, 2018, OTHERWISE NOTE LISTED AND INCLUDED IN THE CORRESPONDENCE PACKET FOR OCTOBER 9, 2018

Items distributed to the Board of Selectmen – September 28, 2018 – October 3, 2018

None

Items distributed for information and use by the Board of Selectmen at the Meeting of October 1, 2018

None

Items included as part of the Agenda Packet for discussion during the October 9, 2018

1. FY2020 Operating Budget Guidelines
2. Cable Advisory Committee Mission Statement
3. STM Article Listing
4. Pay Previous Fiscal Year Unpaid Bills Article Draft
5. Current Year Transfers Article Draft
6. Fiscal Year 2018 and Fiscal Year 2019 Funding of Town Successor Collective Bargaining Agreement for Police Union Article Draft
7. Limit Discharge of Weapons in the Town of Wayland Article Draft
8. Board of Selectmen Meeting Minutes from September 24, 2018

BOARD OF SELECTMEN
Tuesday, October 9, 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 and signing the Route 20 Water Main Construction Contract. The Contract is for the Construction of the water main replacement project by C. Naughton. The value of the project is \$1,044,600 and is being financed through the Massachusetts Clean Water Trust and the MassWorks Infrastructure grant
3. Vote the question of approving and signing Conservation and Access Road Improvements for the Transfer Station Access Road Construction Administration and Resident Project Representation. The Contract is for the engineering support of the construction project with a value of \$110,000 and will be performed by Weston & Sampson Engineers, Inc. Funding for the project will be from the original FY18 capital authorization for the project.
4. Vote the question of approving the placement of two (2) temporary sandwich boards for the Friends of the Public Library Fall Book & Bake Sale to be placed at Old Connecticut Path and Cochituate Road (Five Paths); and Route 20/Old Connecticut Path by the Coach Grill, during the one (1) week time period of Sunday, November 11, 2018 through Sunday, November 18, 2018.
5. Vote the question of signing a certificate of commendation for Henry Field Stafford, the most recent Eagle Scout from Troop 1 Cochituate Boy Scouts. Henry and his team built a Gaga ball pit at Happy Hollow Elementary School for the students to use during recess time.



**DEPARTMENT OF PUBLIC WORKS
TOWN OF WAYLAND**

2.) Route 20 Water
Main Improvements


*Entrusted To
Manage The
Public
Infrastructure*

Thomas M. Holder
Director

Joseph Doucette
Superintendent

Don Millette
Superintendent

Paul Brinkman
Town Engineer

To: Lea Anderson, Board of Selectmen, Chair
From: Paul Brinkman, Town Engineer 
CC: Louise Miller, Town Administrator
Thomas Holder, DPW Director
Date: October 4, 2018
Subject: Route 20 Water Main Improvements Construction Project
Contract No. 18-2017

The Town bid the aforementioned project in June of this year. The project received three bids for the project, two of which were well below the engineering estimates for the project. The project will replace two old and under-capacity water mains that currently serve the area. It will also provide water to the River's Edge project as part of a water main loop from River Road to Town Center via the transfer station access road. The three projects will be completed over 2018 and 2019 and will provide service to the River's Edge project.

The project is being funded from two separate sources of funds. One Town water main appropriation and the MassWorks grant. The Town borrowing will be from the Mass Clean Water Trust, which offers reduced interest bonding for infrastructure projects.

The DPW worked with Town counsel to determine the lowest responsive and responsible bidder. C. Naughton was found to meet the Town's requirements and had good references.

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

TOWN OF WAYLAND

CONTRACT AGREEMENT NO. 18-2017
2018 WATER MAIN IMPROVEMENTS (ROUTE 20), DWSRF NO. 4407

SECTION 00510

THIS AGREEMENT made as of the _____ day of _____, in the year 2018

by and between the Town of Wayland, Massachusetts hereinafter called Owner and

_____ C. Naughton Corporation _____ with legal address and principal
place of business at 663 Elm Street, Bridgewater, MA 02324

hereinafter called Contractor. Owner and Contractor in consideration of the mutual
covenants hereinafter set forth, agree as follows:

ARTICLE 1-WORK

1.01 The Work of this Contract generally consists of furnishing and installing approximately 2,600 linear feet of 12-inch diameter ductile iron water main in Boston Post Road (Route 20) from Cochituate Road to #397 Boston Post Road (MassDOT Sta. 108+75 to Sta. 85+00) and approximately 340 linear feet of 12-inch diameter ductile iron water main on Pelham Island Road from Boston Post Road (Route 20) to Old Sudbury Road (Route 27), with associated service connections, valves, fittings, hydrants, and appurtenances and surface restoration. Trench dewatering will be required along the route of the new water main installation. Due to the presence of contaminants in the groundwater along some sections of the water main installation, the Work requires the treatment and proper discharge of groundwater in accordance with the National Pollutant Discharge Elimination System (NPDES) Permit between MassDOT STA. 101+20 to MassDOT STA. 90+60.

ARTICLE 2-ENGINEER

2.01 The Project has been designed by Tata & Howard Inc., 67 Forest Street, Marlborough, MA 01752, who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3-CONTRACT TIME

3.01 Contractor and Owner agree that time is of the essence of this Agreement. The Contractor shall commence work upon the effective date fixed in the Notice to Proceed and prosecute the Work in conformance with the scheduling requirements of the Contract Documents. The Work shall be Substantially Completed by November 15, 2018 in accordance with paragraph 15.06 of the General Conditions and complete in full (Final Completion) by April 30, 2019. The Substantial

Completion and Final Completion dates included herein, together with any valid extensions thereof approved by the Owner as provided in the Contract Documents, are herein referred to as the Contract Time.

- 3.02 Contractor and Owner recognize that the Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.01 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in providing in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$2,000 for each consecutive calendar day of delay in Substantial Completion or Final Completion until the Work is complete.

ARTICLE 4-CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01A below.

4.01.1 For the complete Work, at the price stated in Contractor's Bid Form, attached hereto as an exhibit.

- 4.02 In accordance with MGL Chapter 30 Section 39M, this Contract contains price adjustments for hot mix asphalt, diesel fuel, and gasoline. For this project the base prices are listed in Section 00030, Advertisement For Bids. MassDOT posts the Price Adjustments on the Commonwealth of Massachusetts website at <https://www.mass.gov/massdot-contract-price-adjustments>. The price adjustments shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 percent.

ARTICLE 5-PAYMENT PROCEDURES

- 5.01 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 5.02 Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment as recommended by Engineer, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 15.01 of the General Conditions.
- 5.03 Owner will make progress and final payments as provided in Article 15 of the General Conditions of the Contract and in accordance with the applicable Massachusetts General Law. Owner will withhold a retainage of five percent of the approved amount in each progress payment.

ARTICLE 6-CONTRACTOR'S REPRESENTATIONS

- 6.01 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- 6.02 Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 6.03 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- 6.04 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto.
- 6.05 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.06 Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 6.07 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE-7 CONTRACT DOCUMENTS

- 7.01 The Contract Documents which comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:
 - 7.01.1 Advertisement For Bids.
 - 7.01.2 Instructions To Bidders.
 - 7.01.3 Bid Form.
 - 7.01.4 Certificate of Non Collusion.
 - 7.01.5 Certificate of Compliance.
 - 7.01.6 This Agreement (#18-2017).
 - 7.01.7 Performance Bond.
 - 7.01.8 Payment Bond.
 - 7.01.9 General Conditions, EJCDC Document (C-700 2013 Edition).
 - 7.01.10 Supplementary Conditions.
 - 7.01.11 Commonwealth of Massachusetts Special Conditions.
 - 7.01.12 Specifications (as listed in Table of Contents).
 - 7.01.13 Drawings numbered: C-1 through C-4, TR-1 and TR-2.
 - 7.01.14 Addenda number 1, inclusive.
 - 7.01.15 Any modifications, including Change Orders, duly delivered after execution of Agreement.
- 7.02 The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

ARTICLE 8-MISCELLANEOUS

- 8.01 Terms used in this Agreement will have the meanings indicated in the General Conditions.
- 8.02 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.03 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

ARTICLE 9- DWSRF REQUIREMENTS

- 9.01 The fair share goals for disadvantaged business enterprise (DBE) participation for this contract are a minimum of 4.2 percent Disadvantaged Minority Business Enterprise (D/MBE) participation and 4.5 percent Disadvantaged Women Business Enterprise (D/WBE) participation, applicable to the total dollar amount paid for the construction contract. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to DBEs, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the Owner. The Contractor shall require similar reports from its subcontractors.
- 9.02 During the performance of this contract, the Contractor agrees as follows:
- 9.02.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 9.02.2 The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 9.02.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order

No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 9.02.4 The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 9.02.5 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230.
- 9.02.6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 9.02.7 The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970.
- 9.03 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 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of the Chapter 151E of the Massachusetts General Laws.
- 9.04 As per DEP's Policy Memorandum #10 – the agreed upon DIRECT LABOR COST MARKUP (percentage) for Change Orders on this project shall be 49.1 percent.
- 9.05 The Contractor acknowledges to and for the benefit of the Town of Wayland ("Purchaser/Owner") and the Commonwealth of Massachusetts (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirements") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

- 9.06 The contractor agrees that it will fully comply with subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of participants Regarding Transactions (Doing Business with Other Persons). The contractor shall not award any subcontract or purchase any materials from suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.
- 9.07 Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Federal Minimum Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this project

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____, 20__

TOWN OF WAYLAND

C. NAUGHTON CORPORATION

Louise Miller, Town Administrator

Ciaran Naughton

(Signature)



Date: _____

Date: 9-28-2018.

CIARAN NAUGHTON - PRES

(Name & Title)

APPROVED AS TO FORM:

APPROVED AS PROJECT MANAGER:

KP Law, P.C., Town Counsel

Tom Holder, Director of Public Works

Date: _____

Date: _____

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 Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

Brian Keveny, Director of Finance

Date: _____

Appropriation No.: _____

Purchase Order No.: _____

#18-2017

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

TOWN OF WAYLAND

C. NAUGHTON CORPORATION

Selectman Lea T. Anderson, Chair

(Signature)

Date: _____

Date: _____

Selectman Mary M. Antes

(Name & Title)

Date: _____

APPROVED AS PROJECT MANAGER:

Selectman Cherry C. Karlson

Thomas P. Holder, Director of Public Works

Date: _____

Date: _____

Selectman Doug A. Levine

Date: _____

Selectman Louis M. Jurist

Date: _____

APPROVED AS TO FORM:

KP Law, P.C., Town Counsel

Date: _____

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 Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

Brian Keveny, Director of Finance

Date: _____

Appropriation No.: _____

Purchase Order No.: _____



**DEPARTMENT OF PUBLIC WORKS
TOWN OF WAYLAND**

3.) Transfer
Station Access
Road


*Entrusted To
Manage The
Public
Infrastructure*

Thomas M. Holder
Director

Joseph Doucette
Superintendent

Don Millette
Superintendent

Paul Brinkman
Town Engineer

To: Lea Anderson, Board of Selectmen, Chair
From: Paul Brinkman, Town Engineer 
CC: Louise Miller, Town Administrator
Thomas Holder, DPW Director
Date: October 4, 2018
Subject: Conservation & Access Road Improvements Wayland Transfer Station Construction
Administration and Resident Project Representation – Weston & Sampson Engineers
Contract No. 19-2004

The DPW is seeking to contract with the design engineer, Weston & Sampson Engineers, Inc., of the aforementioned project to assist us in the construction of the project. The project which will be starting construction soon by E.T.&L. Corp. requires the services of the design engineer to ensure the construction is performed in conformance with the plans and specifications. The project includes the conservation restoration improvements, transfer station access road, and a water main. The project will be constructed in 2018 and 2019.

The contract for \$110,000 is being funded from the capital appropriation - Transfer Station Access Road.

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

#19-2004

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE TOWN OF WAYLAND, MASSACHUSETTS
AND
WESTON & SAMPSON ENGINEERS, INC.
FOR DEPARTMENT OF PUBLIC WORKS SITE ENVIRONMENTAL
IMPROVEMENTS – CONSTRUCTION ADMINISTRATION AND RESIDENT
PROJECT REPRESENTATIVE**

THIS AGREEMENT (“AGREEMENT”) made this ____ day of _____, 2018 between **Weston & Sampson Engineers, Inc.**, a Massachusetts corporation, with a usual place of business at **5 Centennial Drive, Peabody, MA 01960**, hereinafter called the “ENGINEER,” and the Town of Wayland, MA, acting by its Board of Selectmen, with a usual place of business at 41 Cochituate Road, Town Building, Wayland, MA 01778-2614 hereinafter called the “TOWN”.

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The scope of work for this AGREEMENT is attached as EXHIBIT A. The work is generally the construction of improvements to the access road to the transfer station from Route 20. The work also incorporates environmental restoration as it relates to transfer station activities and other improvements to reduce the impact of the transfer station access road on the environment. The Town hereby retains the ENGINEER, and the ENGINEER agrees to perform professional services in accordance with this EXHIBIT A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of the work as identified below. The amount to be paid to the ENGINEER shall not exceed the value as provided without the prior written consent of the TOWN.

Task	Fee	Basis*
1 – Construction Engineering Office Services	\$24,200	Time and Materials
2 – Resident Project Representative Services	\$75,200	Time and Materials
3 – Wetland Professional Services	\$4,000	Time and Materials

* Payment for Time and Materials will be based upon the actual effort expended towards the completion of the task and based upon a labor multiplier of 3.15 times the direct labor rate for the specific person involved in the work and an expense multiplier of 1.05 for reasonable expenses required to execute the services.

3. Commencement and Completion of Work

- A. This AGREEMENT shall commence on **September 20, 2018** and shall expire on **July 31, 2019**, unless terminated sooner in accordance with this AGREEMENT.
- B. Progress and Completion: ENGINEER shall commence work promptly and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.
- C. Interim Deliverable Schedule: ENGINEER shall execute the project and provide deliverables to the TOWN prior to the due date indicated in the following schedule.

Item	Due Date
Complete Substantial Completion Services	June 1, 2019
Record Drawings	July 1, 2019
Final Project Closeout	July 15, 2019

4. Performance of the Work

The ENGINEER shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location.

- A. Responsibility for the Work:
 - (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
 - (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement. ENGINEER shall be responsible for the methods, means, and materials used in connection with the performance of any such

services, and for any breach of this Agreement or any delays or damages occasioned by such work.

- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: In addition to those specified in EXHIBIT A, the ENGINEER shall provide one (1) reproducible copy of all drawings, plans, specifications and all other documents in the form that represents its intended use, prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. This includes, but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by the Consultant in the performance of the work. All information and documents acquired from the Town or from others at the expense of the Town in performance of this Agreement shall remain the property of the Town. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Engineer

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price. Such change shall not be undertaken without prior written approval from the TOWN.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.
- D. The ENGINEER shall submit to the TOWN such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, shop drawings, manufacturers' product specifications, records and other data as TOWN may request concerning ENGINEER'S Services. All records shall be retained by the ENGINEER for a period of seven years from completion of ENGINEER'S Services.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all claims by the ENGINEER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

11. Insurance

ENGINEER shall provide and maintain insurance at its own expense until the completion of the work as set forth below:

- A. Insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- B. Employer's liability of at least \$1,000,000 for each occurrence and at least \$3,000,000 annual aggregate limit.
- C. Comprehensive general liability insurance with limits of at least \$1,000,000 for each occurrence and at least \$2,000,000 in the aggregate.
- D. Vehicle liability and property damage of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

- E. Contractual liability coverage insuring against the Engineer's obligations under this Agreement with a limit of least \$1,000,000.
- F. Professional liability insurance for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- G. The coverage shall be in force from the time of the agreement to the date when all work required by the Agreement is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- H. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.

Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice.

- I. The ENGINEER's Insurance Policies shall be so written that the Town of Wayland shall be named as "**Additional Insured**", except for Professional Liability and Worker's Compensation Insurance, and that the Town will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed

in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- C. Amendments: This Agreement may be amended, supplanted, or modified only by prior written amendment executed by both parties.

#19-2004

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

TOWN OF WAYLAND

WESTON & SAMPSON ENGINEERS, INC.

Selectman Lea T. Anderson, Chair

(Signature)

Date: _____

Date: _____

Selectman Mary M. Antes

(Name & Title)

Date: _____

APPROVED AS PROJECT MANAGER:

Selectman Cherry C. Karlson

[Thomas P. Holder],
[Director of Public Works]

Date: _____

Date: _____

Selectman Doug A. Levine

Date: _____

Selectman Louis M. Jurist

Date: _____

APPROVED AS TO FORM:

KP Law, P.C., Town Counsel

Date: _____

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 Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

Brian Keveny, Director of Finance

Date: _____

Appropriation No.: _____

Purchase Order No.: _____

Certificate of Achievement

*On behalf of the Town of Wayland,
its Board of Selectmen presents this certificate to*

Henry Field Stafford

*in recognition of achieving the highest award of Eagle Scout,
Troop 1 Cochituate, and setting an example of honor and courage,
loyalty and service.*



October 9, 2018

BOARD OF SELECTMEN
Tuesday, October 9, 2018
7:00 pm
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road

CORRESPONDENCE

1. Monthly Report from Patrick Swanick, Chief of Police to the Board of Selectmen, dated September 18, 2018
2. Invoice from Anderson Kreiger, to Nan Balmer, Town Administrator, dated September 14, 2018 re: River's Edge Special Counsel
3. Correspondence from Lea Anderson, Chair, Board of Selectmen, to Brian O'Herlihy, Town Administration Screening Committee member, dated September 25, 2018 re: Thank you for your service
4. Correspondence from Lea Anderson, Chair, Board of Selectmen, to Carole Plumb, Town Administration Screening Committee member, dated September 25, 2018 re: Thank you for your service
5. Correspondence from Lea Anderson, Chair, Board of Selectmen, to Maryanne Peabody, Town Administration Screening Committee member, dated September 25, 2018 re: Thank you for your service
6. Correspondence from Lea Anderson, Chair, Board of Selectmen, to Steve Correia, Town Administration Screening Committee member, dated September 25, 2018 re: Thank you for your service
7. Correspondence from Lea Anderson, Chair, Board of Selectmen, to Dave Gutschenritter, Town Administration Screening Committee member, dated September 25, 2018 re: Thank you for your service
8. Correspondence from Lea Anderson, Chair, Board of Selectmen, to Doug Levine, Town Administration Screening Committee member, dated September 25, 2018 re: Thank you for your service
9. Correspondence from Lea Anderson, Chair, Board of Selectmen, to Susan Pope, Town Administration Screening Committee member, dated September 25, 2018 re: Thank you for your service
10. Correspondence from Sarah White, State Hazard Mitigation Officer, to Lea Anderson, Board of Selectmen Chair, dated September 21, 2018 re: Pre-Disaster Mitigation Competitive PDMC 17-10Way Hazard Mitigation Plan Update