

PACKET

March 9

2020



LOUISE L. E. MILLER
TOWN ADMINISTRATOR
TEL. (508) 358-3620
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TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
THOMAS J. FAY
CHERRY C. KARLSON
DOUGLAS A. LEVINE

BOARD OF SELECTMEN
Monday, March 9, 2020
6:45 p.m.
Wayland Town Building
Planning Board Room
41 Cochituate Road, Wayland, MA
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.

- 6:45 pm 1. Call to Order; Review Agenda for Public
- 6:47 pm 3. Enter into Executive Session
- I. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (6) to discuss the purchase, exchange, lease or value of real estate with respect to accepting Spencer Circle as a public way.
 - II. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with the New England Police Benevolent Association (NEPBA)/Wayland Police Officers Union (WPOU) Local 176
 - III. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with the Wayland Teachers Association, Wayland Educational Secretaries Association, Wayland Food Service Association, Custodians & Maintenance Local 116 regarding health insurance payroll deductions, and
 - IV. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and approve the executive session minutes of February 24, 2020
- APPROVE AND HOLD: Executive Session minutes of February 24, 2020
- 7:30 pm 2. Announcements and Public Comment
- 7:40 pm 4. Town Meeting Preparation
- 7:50 pm 5. Stormwater Regulations: discussion with Conservation Commission and lead petitioner for ATM Article 27 (Repeal Chapter 193); determine next steps and approach to ATM Article

BOARD OF SELECTMEN
Monday, March 9, 2020
6:45 p.m.
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41 Cochituate Road, Wayland, MA

PROPOSED AGENDA – PAGE 2

- 8:20 pm 6. Cow Common land management plan: discussion with Conservation Commission and potential vote to release funds for expenditure of \$23,000 from the Conservation Gift Account (on Consent Calendar)
- 8:30 pm 6. ATM Article 9: FY2021 Omnibus Budget – discussion and vote position
- 8:45 pm 8. Town Administrator’s Report and Updates
- | | |
|--------------------------------------|--|
| 1. Oxbow Field Project | 6. Board of Selectmen Goals |
| 2. Spencer Circle Street Acceptance | 7. Middlesex Bank Donation Expenditure |
| 3. Rte 27 Bridge | 8. PFAS Update |
| 4. Council on Aging/Community Center | 9. Annual Town Report |
| 5. Coronavirus Information | 10. PMBC Report on Loker Field & Roof |
| | 11. Playground Bid Update |
- 9:00 pm 8. Open Meeting Law complaints; review and discuss complaints from George Harris filed on March 3, 2020 and March 4, 2020 pertaining to the Wayland Board of Selectmen meeting held on February 3, 2020
- 9:05 pm 9. Minutes: Review and vote to approve minutes of February 10, 2020 and February 24, 2020
- 9:10 pm 10. Consent: Review and vote to approve (see separate sheet)
- 9:20 pm 11. Correspondence Review
- 9:25 pm 12. Selectmen’s reports and concerns
- 9:30 pm 13. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any
- 9:35 pm 14. Adjourn

Article 27. Repeal Chapter 193 of the Code of the Town of Wayland

Proposed by: Petitioners

To determine whether the Town will vote to repeal Chapter 193 of the Code of the Town of Wayland.

PETITIONERS' COMMENTS: This bylaw was originally adopted in 2008 and was amended in 2015 ostensibly to augment and bolster the many other regulatory programs that are in place to protect the Town's water resources and wildlife habitat. Now, 12 years after passage, the Conservation Commission, for the first time, has proposed a set of "implementing" regulations that are overreaching, costly to comply with, much too complicated for the average person to understand, and place an undue financial burden on homeowners. Although this sweeping regulatory scheme deserved the attention of the public, the Conservation Commission made no attempt to even inform the general public that their newly proposed program would require a permit to install a patio or a walkway or to cut more than seven small trees plus an additional cost for preparation by applicants of detailed plans by multiple consultants as well as long-term monitoring. Other existing regulatory schemes are sufficient.

FINANCE COMMITTEE COMMENTS: The purpose of Stormwater and Land Disturbance Chapter 193 Bylaw is to:

1. Protect the quantity and quality of water recharge to the Town's water supply aquifers;
2. Protect cold water fisheries and other designed outstanding water resources from discharges of toxic pollutants, nutrients, and temperature changes;
3. Protect and enhance wildlife habitat;
4. Protect streams, rivers, and private property from additional flood damage from changed flow patterns.

The Wayland Conservation Commission is the Administrator and permitting authority of the Bylaw.

The purpose of this article is to repeal the Bylaw. Bylaws are adopted by Town meeting, and regulations are adopted by the governing commission. By repealing the Bylaw, the related regulations are not enforceable.

The Conservation Commission believes that the regulations are required to protect the environment. The Petitioners believe that the bylaw and related regulations are overly broad, overreaching, and difficult and expensive to comply with.

The Conservation Commission position is that a stormwater bylaw is a requirement of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Town by the Environmental Protection Agency (EPA). Repealing the Chapter 193 Bylaw would put the Town in violation of this permit and subject the Town to penalties and fines under the Clean Water Act (section 309). Violations are typically handled under Administrative Orders that would require a substantial amount of staff time for responding to the Order and subject the Town to penalties ranging from \$2,500 to \$25,000 per day. The projected outcome of this Order would be the preparation of a stormwater bylaw, at an additional cost to the Town and adoption by Town Meeting.

The Petitioners' position is that Chapter 193 is not a requirement and that the obligation is covered by the Massachusetts Wetland Protection Act, Wayland's Chapter 194 Wetlands and Water Resources Bylaws, and the existing state requirements. In addition, the Planning Board also has requirements covering stormwater and drainage for projects that come before it.

For additional information on the Town's stormwater program see:

<https://www.wayland.ma.us/department-public-works/pages/stormwater-management>

The Board of Selectmen defers a recommendation to Town Meeting. Vote: 5-0-0

ARGUMENTS IN FAVOR: The Conservation Commission has not reflected significant concerns from the various committees and boards in drafts of the proposed regulations.

Proponents may say that repealing the bylaw will prevent the adoption of revised Regulations under said bylaw which were developed in an inadequate process.

The proposed regulations are complex and some may question whether homeowners and other responsible parties / boards /committees will clearly understand their responsibilities under the regulations.

The resource requirements for the Town to comply with and perform the responsibilities under the regulations have not been quantified as to staffing, cost and roles.

Some may say that if the bylaw is repealed there are still other existing federal, state and local regulatory programs in place that offer the necessary protection to our water resources and wildlife habitat.

ARGUMENTS OPPOSED: The regulation setting process is currently ongoing and the article to rescind the Chapter 193 Bylaw is premature.

The Conservation Commission has devoted significant effort to consider input from a variety of parties to gather input on the Regulations.

CONSISTENCY WITH LAW: This proposed bylaw amendment is not repugnant to federal or Massachusetts law.

RECOMMENDATION: The Finance Committee voted to defer its recommendation, if any, until Town Meeting.

QUANTUM OF VOTE: Majority - see Massachusetts General Laws Chapter 40, Section 21

For more information about this article, contact lead petitioner Anette Lewis at aslewis33@verizon.net.



LOUISE L. E. MILLER
TOWN ADMINISTRATOR
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TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
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DATE: February 24, 2020
TO: Board of Selectmen
FROM: Elizabeth Doucette, Assistant Town Administrator
SUBJECT: Conservation Department Request to Expend \$23,000 Gift Funds

The Board of Selectmen approved the Conservation Department's September 2017 request to expend \$6,000 to engage Mass Audubon for provision of a Cow Common management plan. At this time, the Conservation Department is requesting to expend \$23,000 from the Conservation Gift Account to implement the habitat management recommendations prepared by Mass Audubon in the Cow Common Land Management Plan, dated June 2018.

The Conservation Gift Account is funded through various donations including \$35,000 provided to the Town in 2008 per the Twenty Wayland developer agreement, pursuant to M.G.L. c. 44, §53A, to be used for the improvement, management and maintenance of the Town-owned conservation land known as "Cow Common".



TOWN OF WAYLAND
MASSACHUSETTS
01778
CONSERVATION COMMISSION

TOWN BUILDING
41 COCHITUATE ROAD
TELEPHONE: (508) 358-3669
FAX: (508) 358-3606

DATE: February 19, 2020
TO: Board of Selectman; Louise Miller
FROM: Linda Hansen, Conservation Department Director
SUBJECT: Conservation Gift Account spending

The Conservation Department is requesting \$23,000 from the Conservation Gift Account (account #24171100) for the implementation of the habitat management recommendations prepared by Mass Audubon in the Cow Common Land Management Plan (June 2018, see attached). The \$35,000 donated to this gift account is earmarked for this work.

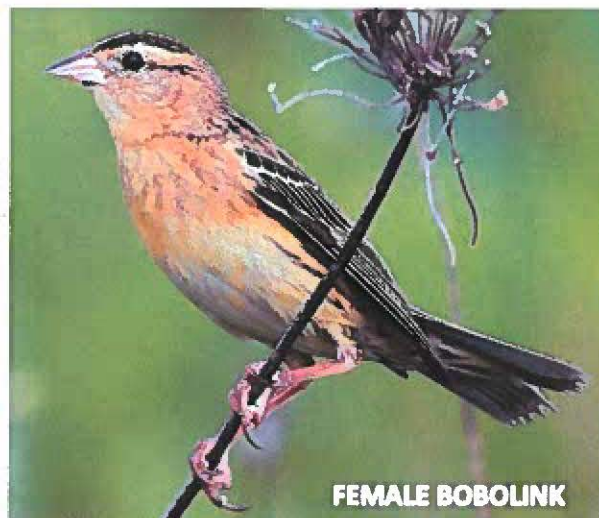
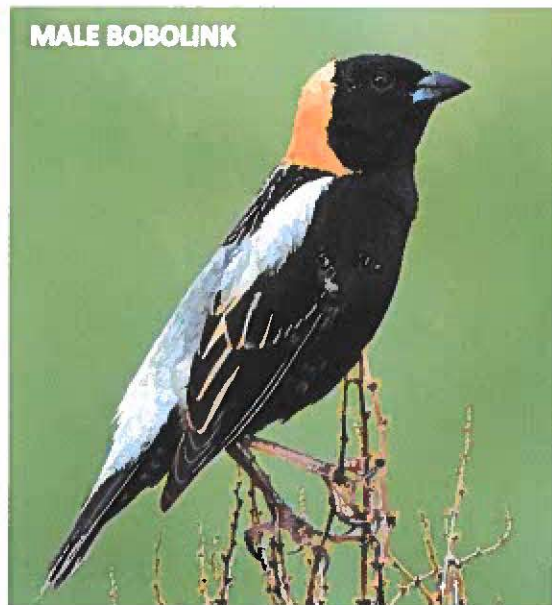
The requested funds will be used to hire Stumpy's Tree Service to remove and chip 65 trees from a 1.2 acre hedge at Cow Common Conservation Area (see attached aerial photo) and to purchase native seed mixes and general supplies to restore the area to grassland habitat. The goal of this work is to improve and expand existing grassland habitat at Cow Common in an effort to facilitate additional nesting habitat for Bobolinks, a federally protected species under the Migratory Bird Treaty Act.

Using the existing master service agreement between the Town of Wayland and Stumpy's Tree Service, the removal and chipping of the 65 trees was quoted at \$10,900. A portion of the balance, approximately \$8,100 out of the requested \$23,000 will be used to covert the hedge to grassland habitat through the purchase native seed mixes and supplies such as, but not limited to straw for ground cover, fencing and stakes, soil amendments, and tools such as a seed spreader or post driver. Staff have been actively implementing a number of the short and long term recommendation and are currently removing the invasive shrubs from the hedgerow.

The remaining \$4,000 requested from the gift account will be used to mitigate for the removal of the trees by constructing a wetland in the vicinity of the current cart path and restoring the western boundary of Cow Common back to shrubland. The current cat path captures surface runoff from Old Sudbury Road and Glezen Lane. The constructed wetland will be used to manage stormwater runoff by directing water to a low-lying wetland.

The Twenty Wayland development agreement dedicated \$35,000 to Cow Common Conservation Area. In September 2017, the BOS approved the preparation of the Cow Common Land Management Plan at a cost of \$6,000. The Conservation Department is requesting \$23,000 for the implementation of the long-term recommendations in this plan. The remaining \$6,000 (of the original \$35,000) will be used on maintenance of the grassland habitat and future land management projects at Cow Common.

BOBOLINKS



Brief Bobolink Facts

- Each year, bobolinks travel between their winter range in the Pampas region of South America to their summer breeding habitat in North America, a round trip journey of 12,500 miles.
- Migrating bobolinks orient themselves to the Earth's magnetic field using iron oxide in bristles located in their olfactory bulb.
- Since 1966, bobolink populations have declined by 65% and are listed as a species at risk of extinction if no significant conservation action is taken.
- The greatest threat to the survival of bobolinks as a species is the loss of breeding habitat in North America. Bobolinks use fields and meadows to nest and raise their young, but as land-use changes from rural to suburban, viable breeding habitat becomes increasingly scarcer. By improving the quality of the remaining meadows and fields, conservation efforts can help make the difference between the extinction and survival of a species.

Bobolink Resources

- The Cornell Lab of Ornithology
<https://www.allaboutbirds.org/guide/Bobolink/overview#>
- The National Audubon Society
<https://www.audubon.org/field-guide/bird/bobolink>
- The Bobolink Project
<https://www.bobolinkproject.com/index.php>
- The State of the North America's Birds 2016
https://www.stateofthebirds.org/2016/#_ga=2.35505377.1504811393.1580476307-22375678.1580476304
- Mass Audubon
<https://www.massaudubon.org/our-conservation-work/wildlife-research-conservation/grassland-birds>



Wayland, MA

1 inch = 225 Feet



February 12, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Article 9. Fiscal Year 2021 Omnibus Budget

Proposed by: Finance Committee

Estimated Cost: \$95,112,186

To determine what sum of money the town will appropriate for the operation and expenses of the town including capital expenses for equipment, improvements or other purposes, and determine whether such appropriation shall be provided by taxation, by transfer from unappropriated funds, by transfer of funds already appropriated for another purpose, by borrowing or otherwise.

MOTIONS UNDER ARTICLE 9:

1) “That each and every numbered item set forth in the Finance Committee’s Budget for Fiscal Year 2021 be voted, granted and appropriated as an expenditure for several purposes and uses set forth in said budget establishing a total budget of \$ 90,926,186 which sum shall be expended only for the purposes shown under the respective boards, committees and offices of the Town; and, of the total sum so appropriated \$84,257,900 shall be raised by taxation, \$ 627,400 shall be provided by transfer from Ambulance receipts, \$ 70,437 shall be provided by transfer from premium on Bonds Account, \$ 1,193,388 shall be provided by other funds, \$ 3,983,057 shall be provided from Water revenue, and \$ 642,732 shall be provided from Wastewater revenues and \$ 151,272 shall be provided by Wastewater Certified Retained Earnings.

2) “That each and every numbered item set forth in the Finance Committee’s capital budget of Fiscal Year 2021 listed on page 38 in the total amount of \$ 4,186,000 be appropriated for equipment and vehicle acquisitions and projects for the listed departments, each of which shall be an appropriation, and of the total sum so appropriated, the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow \$ 1,865,000 pursuant to the provisions of Massachusetts General Laws Chapter 44, Sections 7 and 8, \$600,000 to be raised from taxation, \$1,551,000 shall be provided by transfer from Unreserved Fund Balance, \$95,000 shall be provided from Ambulance Receipts, \$75,000 shall be provided from Water Certified Retained Earnings.

FINANCE COMMITTEE COMMENTS: Passage of this article will approve the Town’s Fiscal Year 2021 omnibus budget. The Report of the Finance Committee at the beginning of the Warrant provides detail of the proposed operating budget, capital budget and plan.

The Board of Selectmen did not take a position on this article.

ARGUMENTS IN FAVOR: The budget reflects the cost of operating the Town in an efficient manner in order to maintain delivery of current level of service to the residents of Wayland.

ARGUMENTS OPPOSED: Some residents believe that this growth in town spending and the resulting tax increases are unsustainable. Some have communicated that they feel the level of services should be reduced. Other residents believe that insufficient funds have been budgeted to perform all desired services.

RECOMMENDATION: The Finance Committee recommends approval. Operating Budget Vote: 5-2-0; Capital Budget Vote: 6-1-0

QUANTUM OF VOTE: Majority – see Massachusetts General Laws Chapter 40, Section 5; Chapter 44, Section 53 F1/2 and Chapter 44, Section 33B. For borrowing, two-thirds – see Massachusetts General Laws Chapter 44, Section 2, 7 and 8.

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

FISCAL YEAR 2021 BUDGET		ACTUAL FY 2018	ACTUAL FY 2019	APPROVED FY 2020	REQUESTED FY 2021
SELECTMEN					
	<i>Total FTEs</i>	0.00	0.00	0.00	0.00
1	PURCHASE OF SERVICES	\$76,164	\$89,989	\$35,000	\$52,000
	SUPPLIES	\$0	\$0	\$7,500	\$7,500
	TOTAL EXPENSES	\$76,164	\$89,989	\$42,500	\$59,500
	TOTAL SELECTMEN	\$76,164	\$89,989	\$42,500	\$59,500
TOWN OFFICE					
	<i>Total FTEs</i>	5.00	5.00	5.00	5.70
2	PERSONNEL SERVICES	\$468,114	\$459,087	\$564,393	\$674,000
	PURCHASE OF SERVICES	\$28,825	\$31,184	\$19,900	\$182,600
3	SUPPLIES	\$48,166	\$53,918	\$53,098	\$63,000
	TOTAL EXPENSES	\$76,991	\$85,102	\$72,998	\$245,600
	TOTAL TOWN OFFICE	\$545,105	\$544,189	\$637,391	\$919,600
PERSONNEL BOARD					
	<i>Total FTEs</i>	0.00	0.00	0.00	0.00
4	PERSONNEL SERVICES	\$0	\$5,000	\$4,000	\$8,000
	PURCHASE OF SERVICES	\$8,637	\$9,950	\$25,000	\$28,000
5	TOTAL EXPENSES	\$8,637	\$9,950	\$25,000	\$28,000
	TOTAL PERSONNEL BOARD	\$8,637	\$14,950	\$29,000	\$36,000
FINANCE					
	<i>Total FTEs</i>	4.80	4.80	4.80	4.80
6	PERSONNEL SERVICES	\$335,622	\$368,245	\$319,242	\$320,242
	PURCHASE OF SERVICES	\$66,455	\$58,520	\$60,865	\$65,865
7	SUPPLIES	\$710	\$200	\$500	\$500
	TOTAL EXPENSES	\$67,165	\$58,720	\$61,365	\$66,365
	TOTAL FINANCE	\$402,787	\$426,965	\$380,607	\$386,607
ASSESSOR					
	<i>Total FTEs</i>	4.00	4.00	4.00	3.50
8	PERSONNEL SERVICES	\$255,087	\$241,888	\$286,095	\$240,947
	PURCHASE OF SERVICES	\$44,368	\$44,743	\$44,560	\$48,060
9	SUPPLIES	\$3,638	\$66	\$3,000	\$2,500
	TOTAL EXPENSES	\$48,006	\$44,809	\$47,560	\$50,560
	TOTAL ASSESSOR	\$303,093	\$286,697	\$333,655	\$291,507
TREASURER					
	<i>Total FTEs</i>	3.23	3.23	3.23	3.23
10	PERSONNEL SERVICES	\$166,554	\$199,695	\$208,251	\$214,000
	PURCHASE OF SERVICES	\$57,263	\$44,362	\$41,150	\$43,500
11	SUPPLIES	\$0	\$6,132	\$20,000	\$20,000
	TOTAL EXPENSES	\$57,263	\$50,494	\$61,150	\$63,500
	TOTAL TREASURER	\$223,817	\$250,189	\$269,401	\$277,500

FISCAL YEAR 2021 BUDGET		ACTUAL FY 2018	ACTUAL FY 2019	APPROVED FY 2020	REQUESTED FY 2021
TOWN COUNSEL					
	<i>Total FTEs</i>	0.00	0.00	0.00	0.00
	PURCHASE OF SERVICES	\$293,132	\$331,561	\$244,000	\$244,000
12	SUPPLIES				
	TOTAL EXPENSES	\$293,132	\$331,561	\$244,000	\$244,000
	TOTAL TOWN COUNSEL	\$293,132	\$331,561	\$244,000	\$244,000
INFORMATION TECHNOLOGY					
	<i>Total FTEs</i>	3.00	3.00	3.00	5.00
13	PERSONNEL SERVICES	\$255,038	\$141,556	\$180,965	\$336,445
	PURCHASE OF SERVICES	\$136,809	\$120,319	\$210,370	\$187,730
14	SUPPLIES	\$470,436	\$428,175	\$452,641	\$492,100
	TOTAL EXPENSES	\$607,245	\$548,494	\$663,011	\$679,830
	TOTAL INFORMATION TECHNOLOGY	\$862,283	\$690,050	\$843,976	\$1,016,275
TOWN CLERK					
	<i>Total FTEs</i>	2.00	2.00	2.00	2.00
15	PERSONNEL SERVICES	\$132,963	\$140,751	\$142,142	\$142,223
	PURCHASE OF SERVICES	\$11,680	\$11,511	\$13,868	\$91,398
16	SUPPLIES	\$3,179	\$455	\$1,850	\$2,360
	TOTAL EXPENSES	\$14,859	\$11,966	\$15,718	\$93,758
	TOTAL TOWN CLERK	\$147,822	\$152,717	\$157,860	\$235,981
ELECTIONS					
	<i>Total FTEs</i>	0.00	0.00	0.00	0.00
	PERSONNEL SERVICES	\$6,139	\$12,541	\$300	\$0
	PURCHASE OF SERVICES	\$5,427	\$34,460	\$22,226	\$0
	SUPPLIES	\$1,614	\$3,162	\$2,150	\$0
	TOTAL EXPENSES	\$7,041	\$37,622	\$24,376	\$0
	TOTAL ELECTIONS	\$13,180	\$50,163	\$24,676	\$0
REGISTRAR					
	<i>Total FTEs</i>	0.00	0.00	0.00	0.00
	PERSONNEL SERVICES	\$1,075	\$1,075	\$1,075	\$0
	PURCHASE OF SERVICES	\$4,625	\$3,535	\$4,625	\$0
	TOTAL EXPENSES	\$4,625	\$3,535	\$4,625	\$0
	TOTAL REGISTRAR	\$5,700	\$4,610	\$5,700	\$0
CONSERVATION					
	<i>Total FTEs</i>	2.54	2.80	2.86	3.00
17	PERSONNEL SERVICES	\$163,450	\$184,047	\$209,937	\$218,917
	PURCHASE OF SERVICES	\$43,342	\$26,946	\$34,650	\$29,325
18	SUPPLIES	\$1,005	\$10,971	\$10,995	\$19,750
	TOTAL EXPENSES	\$44,347	\$37,917	\$45,645	\$49,075
	TOTAL CONSERVATION	\$207,797	\$221,964	\$255,582	\$267,992
PLANNING					
	<i>Total FTEs</i>	1.40	1.40	1.40	1.00
19	PERSONNEL SERVICES	\$106,742	\$103,824	\$113,756	\$100,350
	PURCHASE OF SERVICES	\$1,417	\$5,279	\$6,455	\$7,100
20	SUPPLIES	\$275	\$355	\$200	\$200
	TOTAL EXPENSES	\$1,692	\$5,634	\$6,655	\$7,300
	TOTAL PLANNING	\$108,434	\$109,458	\$120,411	\$107,650

FISCAL YEAR 2021 BUDGET		ACTUAL FY 2018	ACTUAL FY 2019	APPROVED FY 2020	REQUESTED FY 2021
SURVEYOR					
	Total FTEs	2.00	0.00	0.00	0.00
	PERSONNEL SERVICES	\$134,075	\$0	\$0	\$0
	PURCHASE OF SERVICES	\$12,277	\$0	\$0	\$0
	SUPPLIES	\$11,892	\$0	\$0	\$0
	TOTAL EXPENSES	\$24,169	\$0	\$0	\$0
	TOTAL SURVEYOR	\$158,244	\$0	\$0	\$0
FACILITIES					
	Total FTEs	4.54	4.54	5.54	6.54
21	PERSONNEL SERVICES	\$265,971	\$271,017	\$393,532	\$468,403
	PURCHASE OF SERVICES	\$246,123	\$200,558	\$250,500	\$337,500
	UTILITIES	\$393,350	\$470,601	\$601,000	\$694,500
	SUPPLIES	\$97,128	\$99,679	\$101,200	\$113,500
22	TOTAL EXPENSES	\$736,601	\$805,858	\$952,700	\$1,145,500
	TOTAL FACILITIES	\$1,002,572	\$1,076,875	\$1,346,232	\$1,613,903
MISC COMMITTEES					
<i>Historic Commission, Surface Water Quality Commission, Historic District Commission, Public Ceremonies Committee</i>					
	Total FTEs	0.00	0.00	0.00	0.00
	PURCHASE OF SERVICES	\$37,922	\$44,792	\$54,775	\$3,775
23	TOTAL EXPENSES	\$37,922	\$44,792	\$54,775	\$3,775
	TOTAL MISC COMMITTEES	\$37,922	\$44,792	\$54,775	\$3,775
POLICE					
	Total FTEs	25.59	26.59	26.59	26.59
24	PERSONNEL SERVICES	\$2,336,075	\$2,595,864	\$2,768,367	\$2,767,703
	PURCHASE OF SERVICES	\$0	\$0	\$0	\$0
	PURCHASE OF SERVICES	\$117,301	\$91,289	\$118,000	\$124,830
	SUPPLIES	\$182,534	\$183,473	\$208,825	\$242,725
25	TOTAL EXPENSES	\$298,749	\$274,762	\$326,825	\$367,555
	TOTAL POLICE	\$2,634,824	\$2,870,626	\$3,095,192	\$3,135,258
JOINT COMMUNICATIONS					
	Total FTEs	8.00	8.00	8.00	8.00
26	PERSONNEL SERVICES	\$491,856	\$516,596	\$520,051	\$541,477
	PURCHASE OF SERVICES	\$4,552	\$12,016	\$5,500	\$9,500
	UTILITIES	\$12,051	\$11,777	\$14,500	\$13,000
	SUPPLIES	\$12,497	\$2,712	\$12,000	\$14,000
27	TOTAL EXPENSES	\$29,100	\$26,505	\$32,000	\$36,500
	TOTAL JOINT COMMUNICATIONS	\$520,956	\$543,101	\$552,051	\$577,977
EMERGENCY MANAGEMENT					
	Total FTEs	0.00	0.00	0.00	0.00
	PURCHASE OF SERVICES	\$14,800	\$13,996	\$16,250	\$0
	SUPPLIES	\$8,200	\$1,964	\$7,000	\$0
	TOTAL EXPENSES	\$23,000	\$15,960	\$23,250	\$0
	TOTAL EMERGENCY MANAGEMENT	\$23,000	\$15,960	\$23,250	\$0

FISCAL YEAR 2021 BUDGET		ACTUAL FY 2018	ACTUAL FY 2019	APPROVED FY 2020	REQUESTED FY 2021
DOG OFFICER					
	Total FTEs	0.00	0.00	0.00	0.00
	PURCHASE OF SERVICES	\$22,308	\$23,999	\$37,120	\$0
	SUPPLIES	\$0	\$0	\$0	\$0
	TOTAL EXPENSES	\$22,308	\$23,999	\$37,120	\$0
	TOTAL DOG OFFICER	\$22,308	\$23,999	\$37,120	\$0
FIRE & ALS					
	Total FTEs	26.54	28.54	28.54	29.54
28	PERSONNEL SERVICES	\$2,467,743	\$2,697,846	\$2,921,706	\$3,024,423
	PURCHASE OF SERVICES	\$62,497	\$67,420	\$70,300	\$72,600
29	SUPPLIES	\$188,068	\$190,521	\$200,500	\$204,239
	TOTAL EXPENSES	\$250,565	\$257,941	\$270,800	\$276,839
	TOTAL FIRE	\$2,718,308	\$2,955,787	\$3,192,506	\$3,301,262
BUILDING & ZONING					
	Total FTEs	4.63	4.63	4.63	5.03
30	PERSONNEL SERVICES	\$275,654	\$282,065	\$309,575	\$332,147
	PURCHASE OF SERVICES	\$20,483	\$16,586	\$16,550	\$16,550
31	SUPPLIES	\$2,467	\$1,170	\$3,000	\$3,000
	TOTAL EXPENSES	\$22,950	\$17,756	\$19,550	\$19,550
	TOTAL BUILDING & ZONING	\$298,604	\$299,821	\$329,125	\$351,697
SCHOOLS					
	Total FTEs	417.65	424.44	430.64	436.49
32	TOTAL SCHOOLS	\$39,126,291	\$40,504,770	\$41,919,750	\$42,791,145
REGIONAL VOCATIONAL SCHOOLS					
	Total FTEs	0.00	0.00	0.00	0.00
33	TOTAL REGIONAL VOC SCHOOLS	\$161,637	\$181,716	\$230,000	\$333,000
DPW					
	Total FTEs	33.24	34.82	34.82	33.82
	PERSONNEL SERVICES	\$1,557,080	\$1,948,240	\$2,042,173	\$2,019,170
ENGINEERING					
34	PERSONNEL SERVICES	\$0	\$335,292	\$332,227	\$283,970
	PURCHASE SERVICES	\$0	\$20,837	\$30,500	\$34,500
35	SUPPLIES	\$0	\$3,562	\$14,920	\$14,920
	TOTAL EXPENSES	\$0	\$24,399	\$45,420	\$49,420
	TOTAL ENGINEERING	\$0	\$359,691	\$377,647	\$333,390
HIGHWAY					
36	PERSONNEL SERVICES	\$993,042	\$1,007,417	\$1,026,246	\$1,032,100
	PURCHASE SERVICES	\$353,755	\$516,531	\$384,300	\$461,300
37	SUPPLIES	\$156,078	\$133,410	\$147,500	\$151,500
	TOTAL EXPENSES	\$509,833	\$649,941	\$531,800	\$612,800
	TOTAL HIGHWAY	\$1,502,875	\$1,657,358	\$1,558,046	\$1,644,900
PARK AND CEMETERY					
38	PERSONNEL SERVICES	\$564,038	\$605,531	\$683,700	\$703,100
	PURCHASE SERVICES	\$201,619	\$239,296	\$280,800	\$217,800
39	SUPPLIES	\$110,916	\$106,066	\$120,000	\$132,000
	TOTAL EXPENSES	\$312,535	\$345,362	\$400,800	\$349,800
	TOTAL PARK AND CEMETERY	\$876,573	\$950,893	\$1,084,500	\$1,052,900
LANDFILL					
40	PURCHASE SERVICES	\$53,149	\$30,823	\$40,000	\$50,000
	TOTAL DPW	\$2,432,597	\$2,998,765	\$3,060,193	\$3,081,190

FISCAL YEAR 2021 BUDGET		ACTUAL FY 2018	ACTUAL FY 2019	APPROVED FY 2020	REQUESTED FY 2021
SNOW					
	<i>Total FTEs</i>	0.00	0.00	0.00	0.00
41	PERSONNEL SERVICES	\$207,581	\$168,415	\$175,000	\$175,000
	PURCHASE OF SERVICES	\$186,957	\$193,619	\$110,000	\$110,000
	SUPPLIES	\$335,591	\$196,783	\$215,000	\$215,000
42	TOTAL EXPENSES	\$522,548	\$390,402	\$325,000	\$325,000
	TOTAL SNOW	\$730,129	\$558,817	\$500,000	\$500,000
BOARD OF HEALTH					
	<i>Total FTEs</i>	9.29	9.29	9.43	10.43
43	PERSONNEL SERVICES	\$690,979	\$722,273	\$762,122	\$807,551
	PURCHASE OF SERVICES	\$152,989	\$147,180	\$153,115	\$161,124
	SUPPLIES	\$14,946	\$9,193	\$13,000	\$13,000
44	TOTAL EXPENSES	\$167,935	\$156,373	\$166,115	\$174,124
	TOTAL BOARD OF HEALTH	\$858,914	\$878,646	\$928,237	\$981,675
VETERANS SERVICES					
	<i>Total FTEs</i>	0.00	0.00	0.00	0.00
	PURCHASE OF SERVICES	\$36,747	\$32,111	\$44,000	\$46,000
	SUPPLIES	\$4,007	\$1,848	\$4,000	\$4,000
45	TOTAL EXPENSES	\$40,754	\$33,959	\$48,000	\$50,000
	TOTAL VETERANS SERVICES	\$40,754	\$33,959	\$48,000	\$50,000
COUNCIL ON AGING					
	<i>Total FTEs</i>	3.34	3.69	3.69	4.09
46	PERSONNEL SERVICES	\$207,249	\$227,296	\$239,495	\$252,495
	PURCHASE OF SERVICES	\$40,893	\$50,378	\$51,780	\$55,350
	SUPPLIES	\$9,714	\$8,358	\$13,500	\$15,300
47	TOTAL EXPENSES	\$50,607	\$58,736	\$65,280	\$70,650
	TOTAL COUNCIL ON AGING	\$257,856	\$286,032	\$304,775	\$323,145
YOUTH SERVICES					
	<i>Total FTEs</i>	2.77	2.77	2.77	3.40
48	PERSONNEL SERVICES	\$202,705	\$188,246	\$222,008	\$249,283
	PURCHASE OF SERVICES	\$3,759	\$3,782	\$4,600	\$4,901
	SUPPLIES	\$1,000	\$1,068	\$1,625	\$1,625
49	TOTAL EXPENSES	\$4,759	\$4,850	\$6,225	\$6,526
	TOTAL YOUTH SERVICES	\$207,464	\$193,096	\$228,233	\$255,809
LIBRARY					
	<i>Total FTEs</i>	13.69	13.69	13.69	13.69
50	PERSONNEL SERVICES	\$744,832	\$803,599	\$850,985	\$867,321
	PURCHASE OF SERVICES	\$42,896	\$45,926	\$49,300	\$51,399
	SUPPLIES	\$208,478	\$217,748	\$229,550	\$234,877
51	TOTAL EXPENSES	\$251,374	\$263,674	\$278,850	\$286,276
	TOTAL LIBRARY	\$996,206	\$1,067,273	\$1,129,835	\$1,153,597
RECREATION					
	<i>Total FTEs</i>	3.54	3.54	3.54	3.54
52	PERSONNEL SERVICES	\$119,170	\$157,219	\$178,193	\$182,317
	PURCHASE OF SERVICES	\$0	\$36,202	\$2,275	\$87,410
	SUPPLIES	\$0	\$0	\$0	\$0
53	TOTAL EXPENSES	\$0	\$36,202	\$2,275	\$87,410
	TOTAL RECREATION	\$119,170	\$193,421	\$180,468	\$269,727

FISCAL YEAR 2021 BUDGET		ACTUAL	ACTUAL	APPROVED	REQUESTED
		FY 2018	FY 2019	FY 2020	FY 2021
DEBT AND INTEREST					
	Total FTEs	0.00	0.00	0.00	0.00
54	TOTAL DEBT AND INTEREST	\$7,557,941	\$7,218,934	\$6,814,789	\$6,874,864
RETIREMENT					
	Total FTEs	0.00	0.00	0.00	0.00
	PURCHASE OF SERVICES	\$4,362,369	\$4,648,984	\$4,862,852	\$5,182,237
55	TOTAL RETIREMENT	\$4,362,369	\$4,648,984	\$4,862,852	\$5,182,237
UNCLASSIFIED					
	Total FTEs	0.00	0.00	0.00	0.00
	HEALTH & LIFE INSURANCE				
	Employee Health Insurance (426)	\$5,241,839	\$5,239,298	\$5,859,349	\$6,285,371
	Retiree Health Insurance (456)	\$1,616,588	\$1,661,919	\$1,770,651	\$1,888,993
	Health Insurance Incentive Waiver (53)	\$191,820	\$229,443	\$240,000	\$242,000
	Employee & Retiree Life Insurance (603)	\$18,600	\$16,262	\$18,000	\$30,600
	Other Expenses	\$66,200	\$124,240	\$67,200	\$67,200
56	TOTAL HEALTH/LIFE INSURANCE	\$7,135,047	\$7,271,162	\$7,955,200	\$8,514,164
	OTHER INSURANCE				
57	PROPERTY, CASUALTY & LIABILITY INSURANCE	\$651,566	\$718,606	\$686,000	\$701,000
58	MEDICARE TAX - 1.45%	\$660,173	\$682,245	\$681,062	\$698,088
59	UNEMPLOYMENT COMPENSATION	\$32,802	\$51,769	\$50,000	\$50,000
60	POLICE/FIRE DISABILITY	\$93	\$502	\$15,000	\$15,000
61	OCCUPATIONAL HEALTH	\$8,000	\$8,000	\$8,000	\$8,000
	TOTAL OTHER INSURANCE	\$1,352,009	\$1,461,122	\$1,440,062	\$1,472,088
62	SICK LEAVE BUYBACK	\$37,355	\$33,139	\$40,000	\$40,000
63	RESERVE FOR SALARY SETTLEMENT	\$0	\$0	\$25,000	\$1,000,000
	TOWN MEETING	\$150,957	\$114,939	\$115,000	\$0
	STREET LIGHTING	\$123,077	\$79,919	\$95,000	\$0
64	RESERVE FUND BUDGET	\$0	\$0	\$250,000	\$250,000
	SCHOOL BUS PARKING	\$0	\$0	\$0	\$0
65	STORMWATER	\$0	\$0	\$210,000	\$200,000
66	WATER CHARGES	\$0	\$0	\$0	\$50,000
	EMPLOYEE MITIGATION	\$0	\$0	\$340,000	\$0
	TOTAL UNCLASSIFIED	\$8,799,070	\$8,960,281	\$10,470,262	\$11,526,252
TOTAL GENERAL FUND BUDGET		\$76,264,462	\$78,729,157	\$82,652,404	\$86,149,125

FISCAL YEAR 2021 BUDGET		ACTUAL	ACTUAL	APPROVED	REQUESTED
		FY 2018	FY 2019	FY 2020	FY 2021
WATER FUND					
	<i>Total FTEs</i>	8.00	8.00	8.00	8.00
	SALARIES	\$675,988	\$744,874	\$808,888	\$811,600
	PURCHASE OF SERVICES	\$502,461	\$399,806	\$524,000	\$557,000
	UTILITIES	\$333,429	\$402,657	\$410,000	\$410,000
	SUPPLIES	\$463,932	\$407,045	\$542,000	\$529,000
	OTHER FINANCING USES	\$775,198	\$581,172	\$374,779	\$362,440
	DEBT SERVICE	\$1,333,075	\$1,292,656	\$1,337,510	\$1,313,017
67	TOTAL WATER DEPARTMENT	\$4,084,083	\$3,828,210	\$3,997,177	\$3,983,057
WASTEWATER FUND					
	<i>Total FTEs</i>	0.54	1.54	1.54	1.54
	SALARIES	\$28,666	\$29,531	\$88,300	\$88,330
	PURCHASE OF SERVICES	\$154,809	\$131,525	\$67,500	\$140,650
	UTILITIES	\$38,766	\$47,040	\$89,240	\$54,750
	SUPPLIES	\$0	\$1,635	\$59,700	\$37,908
	OTHER FINANCING USES	\$28,831	\$94,965	\$34,913	\$36,472
	DEBT SERVICE	\$453,921	\$458,104	\$448,287	\$435,894
68	TOTAL WASTEWATER FUND	\$704,993	\$762,800	\$787,940	\$794,004
	TOTAL ENTERPRISE FUNDS	\$4,789,076	\$4,591,010	\$4,785,117	\$4,777,061
	Grand Total FTEs	587.33	600.30	607.70	618.92
GRAND TOTAL OMNIBUS BUDGET		\$81,053,538	\$83,320,167	\$87,437,521	\$90,926,186

Proposed Capital Budget - Fiscal 2021			
DPW			
1	Town Wide Road Reconstruction	CC	600,000
2	Potter / Stonebridge Road Bridge Design / Const	B	450,000
3	Old Sudbury Road Design & Construction	FC/B	400,000
4	Stormwater Management	FC	150,000
5	Heavy Equipment Replacement- H15	B	250,000
6	Heavy Equipment Replacement-P-59 Tractor	FC	95,000
7	Light Trucks-P50 Pickup	FC	65,000
8	Light Trucks-E2 SUV	FC	44,000
JCC			
9	Public Safety Radio Replacement	FC	247,000
10	Public Safety Software	FC	135,000
11	Improvement to Reeves Hill Site (fiber & equip)	FC	45,000
Fire			
12	Fire Vehicle - Pumper	B	700,000
13	Fire Command Vehicle	AMB	65,000
14	Ambulance Power Load System	AMB	30,000
Facilities			
15	High School Wastewater Plant	B	140,000
16	Vehicles - Motor Pool	FC	37,000
Information Technology			
17	Network and Wireless Replacement TH & PS	FC	126,000
18	Permitting Software	FC	70,000
19	Library Phones	FC	32,000
Schools			
20	Loker/Claypit Hill / Feasibility Instructional Spaces	FC	200,000
21	Claypit Hill Replacement of Make up Air Handling Unit	FC	90,000
22	Happy Hollow Replacement of Cooling Unit and Dry Storage Area	FC	70,000
23	High School Sound System	FC	40,000
24	High School Voice Lift System	FC	30,000
DPW Water Enterprise Fund			
25	Gate Valve Exercising Trailer	WR	75,000
TOTAL BUDGET			4,186,000
SUMMARY OF FUNDING SOURCES			
BORROW (WITHIN THE LEVY)		B	1,865,000
CASH CAPITAL		CC	600,000
FREE CASH		FC	1,551,000
AMBULANCE FUND		AMB	95,000
WATER CAPITAL		WR	75,000
TOTAL FUNDING SOURCES			4,186,000

1. Budget: Department of Public Works - \$600,000	
Title: Town Wide Road Reconstruction	Project Advocate(s): Director, DPW
Description: Funding for road and sidewalk construction projects on the Town's 96 miles of roadway. Resurfacing cost approximately \$250,000 per mile. The \$600,000 combined with State Chapter 90 funding, which averages \$523,000/year, will allow approximately 4.5 miles of Town roads to be repaved. Roads scheduled for repaving in FY21 include Rice, Millbrook, Alden, Brewster, Hobbs, Cabot and Cochituate Phase 2.	
Justification: Annual program that ensures the Town's roads and municipal ways remain in safe and usable condition. Schedule is based on required water main projects, drainage issues, sidewalk and pavement conditions. This level of funding represents a 17-20 year resurfacing schedule for all Town roads.	
Relationship to General Plan: Ongoing maintenance and investment in the Town's infrastructure.	
History: Part of the ongoing repair and maintenance of Town roadways.	
Source of Funds: Cash Capital	In the 5 Year Capital Plan? Yes

2. Budget: Department of Public Works - \$450,000	
Title: Potter/Stonebridge Road Bridge Design and Construction	Project Advocate(s): Director, DPW
Description: Design for the replacement of the Stonebridge Road Bridge; to be conducted in conjunction with the City of Framingham.	
Justification: The Stonebridge Road Bridge needs substantial renovation, as detailed in the Mass DOT's annual bridge inspection report. The Town appropriated in FY2020 \$100,000 for design. The DPW is now seeking funding in FY2021 to finish the design and do the construction of the Stonebridge Road Bridge. The responsibility for the bridge is split between the Town and the City of Framingham, and the requested funding is for Wayland's portion. All project costs will be split between Wayland and the City of Framingham.	
Relationship to General Plan: Part of the ongoing repair and maintenance of Town roadways.	
History: Town of Wayland and Framingham have negotiated the agreement on funding the bridge repair.	
Source of Funds: Borrowing	In the 5 Year Capital Plan? Yes

3. Budget: Department of Public Works - \$400,000	
Title: Old Sudbury Road Bridge – Design and Construction.	Project Advocate(s): Director, DPW
Description: Rehabilitation of the Old Sudbury Road Bridge.	
Justification: The Town is aware of an immediate need to make repairs to the bridge located on Old Sudbury Road (Route 27) in Wayland. Although Wayland owns and maintains this bridge, it is routinely inspected by the Massachusetts Department of Transportation (MassDot). It was indicated in their December 2019 inspection letter that the Town needed to address these repairs by the time of the next-scheduled November 2020 inspection. It is likely that MassDOT, having jurisdictional authority, will impose certain restrictions if not addressed immediately. This bridge repair is projected to cost approximately \$400,000 including design, permitting and construction. It is anticipated that the project will be completed before the MassDot's November 2020 inspection.	
Relationship to General Plan: Ongoing maintenance and investment in the Town's infrastructure.	
History: This is a planned replacement to take place in FY2023 but due to the urgency of the project it was brought forward in FY2021.	
Source of Funds: Free Cash/Borrowing	In the 5 Year Capital Plan? Yes

4. Budget: Department of Public Works - \$150,000	
Title: Drainage and Stormwater Improvements	Project Advocate(s): Director, DPW
Description: Funding to conduct necessary repairs to drainage and stormwater management systems within the Town Right of Way and Easement locations.	
Justification: The DPW has identified several roadways through site inspections in need of repairs, with McGuire Road being the primary project currently scheduled for FY2021. This will be part of an ongoing reconstruction project to maintain these systems.	
Relationship to General Plan: Part of the ongoing repair and maintenance of Town Stormwater System.	
History: New state regulations cite a significant increase in stormwater requirements.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? Yes

5. Budget: Department of Public Works - \$250,000	
Title: Heavy Equipment Dump Truck H15	Project Advocate(s): Director, DPW
Description: This is a scheduled replacement of one of the dump trucks used by the DPW.	
Justification: Replace H15, a 2006 dump truck with approximately 65,000 miles. This truck serves a variety of functions within both the Park and Highway Divisions, including roadside cleanup and roadway maintenance operations. During the winter it serves as a primary plow and sanding unit.	
Relationship to General Plan: Scheduled replacement of an older piece of equipment that is valuable to the operations of the DPW.	
History: This is a planned replacement.	
Source of Funds: Borrowing	In the 5 Year Capital Plan? Yes

6. Budget: Department of Public Works - \$95,000	
Title: Heavy Equipment – Tractor P59	Project Advocate(s): Director, DPW
Description: Replace P59, a 1998 John Deer 5310 tractor with approximately 2,680 hours.	
Justification: P59 suffers from wear and tear as it approaches the end of its useful life. The DPW seeks to replace it with a more versatile tractor that could be used for additional applications within the DPW, such as roadside brush maintenance and mowing. The Town continues to increase the number of fields that require DPW maintenance, placing more demand on this aging piece of equipment. Maintenance of the old P59 is approximately \$5,000/year.	
Relationship to General Plan: Part of the DPW long-term vehicle replacement schedule.	
History: This is a planned replacement.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? Yes

7. Budget: Department of Public Works - \$65,000	
Title: Light Trucks – Pickup P50	Project Advocate(s): Director, DPW
Description: Replace P50, a 2009 Chevy 3500 with approximately 55,000 miles.	
Justification: P50 suffers from wear and tear. Although this truck is used in a variety of roles – including recreational field maintenance, and field line painting, it is limited in its versatility due to its inadequate	

specifications. As equipped, the vehicle is incapable of serving as a reserve plow unit. As such, the DPW seeks to replace it with a heavier duty vehicle equipped with a diesel engine and snow plow attachment.	
Relationship to General Plan: Part of the DPW long-term vehicle replacement schedule.	
History: This is a planned replacement.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? Yes

8. Budget: Department of Public Works - \$44,000	
Title: Light Trucks - SUV E2	Project Advocate(s): Director, DPW
Description: Replace E2, a 2006 Ford Expedition SUV.	
Justification: The Engineering and Surveying E2 is primarily used by the Town Surveyor. It is used for the purpose of data collection, surveying and assessment of property boundaries, trees, and stormwater infrastructure locations town wide. This vehicle was handed down from the police to the Town pool fleet and then to DPW. The Town has invested \$5,750 into the vehicle over the past three years to keep it on the road. It has unrepairable corrosion on the frame and will likely not pass inspection. A similar size vehicle is necessary to carry various surveying tools.	
Relationship to General Plan: Part of the DPW long-term vehicle replacement schedule.	
History: This is a planned replacement.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? Yes

9. Budget: JCC - \$247,000	
Title: Public Safety Radio Replacement	Project Advocate(s): Police and Fire Chiefs
Description: Replace non-P-25 compliant portable and mobile radios.	
Justification: The Police and Fire departments frequently reuse radios. This is not considered a best practice, as they provide our first responders with a critical lifeline. The Town's older radios lack current technology and are not P-25 compliant, which is a public safety standard. The lack of P-25 radios impacts Wayland's ability to communicate with other agencies on interoperability channels (the ability to communicate with agencies on different frequencies). It also prevented the Police department from being able to utilize the BAPER (Boston Area Police Emergency Radio Network) frequencies during the radio outage experienced during a July electrical storm. The Town received a \$94,000 grant to begin replacement of the Fire department radios. This appropriation is for the balance of the project.	
Relationship to General Plan: Replacement of the Town's assets to improve safety.	
History: This is new to the Capital Improvement Plan.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? No

10. Budget: JCC - \$135,000	
Title: Public Safety Software	Project Advocate(s): Police and Fire Chiefs, IT Director
Description: Purchase new public safety record management system.	
Justification: The current software will no longer be supported as of December 2021. This system manages all the fire and police departments' records on incidents, building information, details, scheduling, and vehicle service linking to the dispatch system. All towns that utilize this software will need to replace this critical software.	
Relationship to General Plan: Replacement of the Town's assets to maintain safety.	
History: New to Capital Improvement Plan.	

Source of Funds: Free Cash	In the 5 Year Capital Plan? No
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11. Budget: JCC - \$45,000	
Title: Reeves Hill Improvement – Fiber & Equipment	Project Advocate(s): Police and Fire Chiefs
Description: Create a fiber link between Reeves Hill and the Public Safety Building.	
Justification: When one of Wayland’s receiver sites receives a radio transmission, it is transmitted to a comparator at the Public Safety Building (PSB) and then to Reeves Hill for transmission. The speed of the data transmission and reliability of sending the data are paramount to the safety of effective communication amongst first responders. The Town currently uses a system that is a microwave link for primary transmission, which is susceptible to physical and electronic interference as well as inferior speed. This request consists of purchasing equipment for the PSB dispatch center and Reeves Hill and then installing a fiber line from the town network.	
Relationship to General Plan: Enhancement of the Town’s assets to improve safety.	
History: This is new to the Capital Improvement Plan.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? No

12. Budget: Fire Department - \$700,000	
Title: Fire Vehicle – Pumper 1	Project Advocate(s): Fire Chief
Description: Replace Engine 1 and associated equipment on truck.	
Justification: Engine 1 is a primary pumper truck, purchased in 1997 with 77,000 miles. It is 22 years old, and it has surpassed the 15-year life expectancy. The vehicle has become less reliable and has limited serviceability making it difficult to find replacement parts. It lacks all modern safety features and capabilities such as (ABS, airbags and rollover protection). The replacement vehicle will take up to 12 months to be delivered after the order is placed.	
Relationship to General Plan: Ongoing replacement of fire vehicles based on age and condition.	
History: Part of ongoing Capital Improvement Plan.	
Source of Funds: Borrowing	In the 5 Year Capital Plan? Yes

13. Budget: Fire Department - \$65,000	
Title: Fire Command Vehicle	Project Advocate(s): Fire Chief
Description: Replace the Shift Officer’s emergency vehicle.	
Justification: The Shift Officer’s 2014 command vehicle is the most frequently used Fire department vehicle, and it responds to emergency calls, inspections, fire alarm work, vehicle lock outs, and investigations.	
Relationship to General Plan: Ongoing replacement of vehicles based on age and condition.	
History: Part of ongoing Capital Improvement Plan.	
Source of Funds: Ambulance Fund	In the 5 Year Capital Plan? Yes

14. Budget: Fire Department - \$30,000	
Title: Ambulance Power Load System	Project Advocate(s): Fire Chief
Description: Installation of power load system in primary ambulance and relate equipment.	

Justification: Request to purchase and install a power load system in the primary ambulance which will be used to assist with safely loading patients into the back of the ambulance with minimal lifting by fire personnel. The most frequent calls that the department responds to are medical emergencies. When a patient is transported, the stretcher is manually removed and then lifted back into the ambulance. This can be a challenging task as the stretcher weighs 125 pounds in addition to the weight of the patient, and the number of personnel available to assist with this process varies. The system will increase patient safety, reduce firefighter injuries and is interchangeable between ambulances.	
Relationship to General Plan: Improvement of the Town's assets and safety.	
History: This is new to the Capital Improvement Plan.	
Source of Funds: Ambulance Fund	In the 5 Year Capital Plan? No

15. Budget: Facilities - \$140,000	
Title: High School Wastewater Plant, phase 1	Project Advocate(s): Town Engineer and Board of Selectman
Description: Improvements and upgrades to the Wayland High School wastewater treatment system.	
Justification: A wastewater treatment plant was constructed as part of the Wayland HS construction project. The facility, which has been operating intermittently over the last 7 years, requires considerable improvements and upgrades to resume operation and meet current regulatory requirements. The original facility design and construction contained complex equipment and was constructed with inherent deficiencies that resulted in significant degradation of the facility. Additionally, the system contains deficiencies as identified by the Massachusetts Department of Environmental Protection and does not meet OSHA regulations. The project has been split into two phases. The first phase will provide funding to meet the most critical items to resume operation and reduce costs associated with hauling wastewater from the HS on multiple days per week. The second phase estimated at \$430,000 includes OSHA upgrades as well as operational improvements identified during an assessment conducted by the Town in 2018. The project relies on an authorization of \$285,000 that was provided in FY2019 as part of the overall project.	
Relationship to General Plan: Ongoing maintenance and investment in the Town's infrastructure.	
History: Part of ongoing Capital Improvement Plan.	
Source of Funds: Borrowing	In the 5 Year Capital Plan? Yes

16. Budget: Facilities - \$37,000	
Title: Vehicles – Motor Pool	Project Advocate(s): Facilities Director
Description: Replace Town electrician's vehicle.	
Justification: The Town electrician's present vehicle is a 2005 Ford Crown Vic with 64,600 miles handed down from the Police department. This is a continuation of upgrading vehicles in the motor pool.	
Relationship to General Plan: Improvement of the Town's assets and safety.	
History: Part of ongoing Capital Improvement Plan.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? Yes

17. Budget: IT - \$126,000	
Title: Network and Wireless Replacement Town Hall & Public Safety	Project Advocate(s): IT Director
Description: Fund the upgrade of network switches and wireless access points for additional Town buildings.	

Justification: Upgrades are needed to support both increased client density and increased client bandwidth demands. The network core switches are high-capacity switches that provide services such as the backbone (or physical core) of the Town of Wayland and Wayland Public Schools network infrastructure. These switches serve as the gateway to our wide area network (WAN) and Internet services, including VoIP telephone services, which is critical life and safety systems. Other required network upgrades include the replacement of existing wireless access points as well as substantially increasing the number of access points to support increased client density and increased bandwidth demands. Access switching (network switches) will be replaced as well, to most cost effectively support the higher bandwidths that the new access points support. The network switches and wireless access points will be part of an integrated system that will ease management burdens and provide additional security features. This year, the request is for the remaining Town buildings; some school buildings remain.	
Relationship to General Plan: Maintenance and Improvement of Town Facilities Assets.	
History: Part of ongoing Capital Improvement Plan.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? Yes

18. Budget: IT - \$70,000	
Title: Permit Management System	Project Advocate(s): IT Director, Town Administrator
Description: Procure and implement an electronic system for receiving, tracking, and managing permit requests. Principal focus will be on the Town building in the Planning, Health, Conservation and Fire Departments.	
Justification: The goal is to install a new software system to improve the process and experience for staff, residents and contractors. It will improve accountability and monitoring of permit approval process. \$40,000 was appropriated in FY20 for planning and design of a system. In addition, the Town received \$88,000 of grant funding for this project. This request follows development of workflows and specifications approved in FY2020.	
Relationship to General Plan: Maintenance and Improvement of Town Facilities Assets.	
History: Part of ongoing Capital Improvement Plan.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? Yes

19. Budget: IT - \$32,000	
Title: Library Phones	Project Advocate(s): IT Director
Description: Replace Library phone system and associated networking.	
Justification: Current Library phone system is outdated, and this integrates the Library phones into the same system used by the remainder of the Town. This is part of a multi-year capital plan to upgrade all the phones in the Town buildings with the same hardware.	
Relationship to General Plan: Maintenance and Improvement of Town Facilities Assets.	
History: Part of ongoing Capital Improvement Plan. Completes a multi-year effort.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? Yes

20. Budget: School Department - \$200,000	
Title: Loker and Claypit Hill Schools Feasibility Study on Instructional Space	Project Advocate(s): School Committee, IT Director
Description: Conduct a feasibility study to determine square footage and design requirements for the Loker and Claypit Hill Schools' instructional learning spaces.	
Justification: The combination of projected growing student enrollment and changing demographics of learners requires a review of elementary school spaces. Elementary school class sizes and instructional spaces are at capacity. With three new residential housing developments in the planning and construction phases (projected to open between	

the next one to four years), it is prudent and necessary to conduct a feasibility study. The study will define the impact on schools and allow the Facilities and School Departments to plan for the number, type and location of appropriate and available instructional classroom spaces based on need.	
Relationship to General Plan: Maintenance and improvement of infrastructure.	
History: This is part of an ongoing capital improvement plan.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? No

21. Budget: School Department - \$90,000	
Title: Claypit Hill - Replacement of Make Up Air Handling Units	Project Advocate(s): School Committee, Public Buildings Director
Description: Replace existing school building roof top air handling units.	
Justification: Phase 1 of school building roof top air handling unit design and replacement will begin at the Claypit Hill School. Claypit Hill School's existing Roof Top Units above the music room and cafeteria are 62 years old and were identified as a priority by OnSite Insight during their summer 2018 Capital Conditions Needs Assessment as requiring replacement in FY 2020. Funding requested reflects total project cost. Funding requested is expected to cover the design and construction costs at Claypit Hill and to the extent possible beginning Phase 2, which is the design of roof top units at Wayland Middle School, if it can be combined.	
Relationship to General Plan: Maintenance of the Town's assets and of safety requirements.	
History: This is part of an ongoing capital improvement plan.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? Yes

22. Budget: School Department - \$70,000	
Title: Replacement of Happy Hollow Cooling Unit and Dry Area	Project Advocate(s): School Committee, Public Buildings Director
Description: This request is for additional funding for the Happy Hollow walk in refrigeration and freezer project.	
Justification: This request asks for additional funding for the replacement of a walk-in refrigerator and freezer, including design, construction and installation costs. This is part of a five-year project to upgrade 20 + year old kitchen equipment having exceeded its useful life in the Happy Hollow and Claypit Hill Elementary schools by replacing the walk-in refrigeration units. A prior appropriation totaling \$135,900 for replacing both schools' cooling units has been determined insufficient based on the bids received. A supplemental appropriation is being requested to complete the Happy Hollow project. Funding requested reflects total revised project cost of \$205,900.	
Relationship to General Plan: Maintenance of the Town's assets and of safety requirements.	
History: This is part of an ongoing capital improvement plan.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? Yes

23. Budget: School Department - \$40,000	
Title: High School Projection and Sound System	Project Advocate(s): School Committee, Public Buildings Director
Description: Replace the High School Projection and Sound system.	
Justification: The auditorium sound system is unreliable, barely operational and can no longer be repaired. The unit and parts of the unit are no longer manufactured, and parts can no longer be found in the open marketplace. The non-working projection and audio system significantly interferes with day to day instruction, events and meetings at WHS. Funding for this project will allow replacement of the existing video and control system and will help to identify sources of audio issues so that the auditorium can be used in the way designed and needed. Three of the	

four projection boxes are non-functioning. Equipment and speakers need to be rented for day to day instruction, meetings and events.	
Relationship to General Plan: Scheduled replacement of Town equipment.	
History: This is part of an ongoing capital improvement plan.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? Yes

24. Budget: School Department - \$30,000	
Title: High School Voice Lift System	Project Advocate(s): School Committee, Public Buildings Director
Description: Replace audio systems at High School to meet ADA requirements.	
Justification: The Lightspeed Classroom Audio Systems are failing at the High School. They are 7 years old and are no longer functioning effectively and interfere with the school's PA system. The system is a mandatory requirement. Classrooms where we are required to have Voicelift systems working for students with hearing disabilities are no longer operational and interfere with the schools' paging system. As students move throughout the classrooms and grade levels, additional Voicelift systems are required. This project is spread across two years to align capacity and availability of funding with requirements for equipment.	
Relationship to General Plan: Maintenance of the Town's assets and of safety requirements.	
History: This is part of an ongoing capital improvement plan.	
Source of Funds: Free Cash	In the 5 Year Capital Plan? Yes

25. Budget: Department of Public Works, Water - \$75,000	
Title: Gate Valve Exercising Trailer	Project Advocate(s): Director, DPW
Description: Purchase a gate valve exercising trailer for the Department of Water (not presently owned).	
Justification: The Wayland Water System contains more than 3,200 valves for the isolation of the water mains and hydrants. These valves require periodic exercising and maintenance to ensure they move freely and do not break when operated. A gate valve exercising trailer will allow the Department to proactively exercise the valves to ensure their operation during critical emergency conditions, as with a water main break or fire. This trailer will have an estimated 10-15 years of life.	
Relationship to General Plan: Ongoing maintenance and investment in the Town's infrastructure.	
History: This is part of an ongoing capital improvement plan and was deferred from last year.	
Source of Funds: Water Capital	In the 5 Year Capital Plan? Yes

Wayland Fire Department

Middlesex Savings Bank - \$10,000 gift

Expenditures

<u>Category</u>	<u>Item</u>	<u>Quantity</u>	<u>Cost</u>	Total
Equipment	Defibulator (AED)	2	\$ 1,900.00	\$ 3,800
Equipment	Pads for AED's	2	\$ 190.00	\$ 380
Fire Prevention	Smoke detectors	50	\$ 15.41	\$ 771
Fire Prevention	CO Detectors	50	\$ 20.00	\$ 1,000
Fire Prevention	CO Detectors	20	\$ 30.00	\$ 600
Fire Prevention	Fire Extinguishers	4	\$ 120.00	\$ 480
Fire Prevention	Educational Supplies			\$ 1,000
Public Education	CPR equipment/supplies			\$ 600
Public Education	CPR Books/cards			\$ 300
Fire Department	Incident Command board	1	\$ 1,070.00	\$ 1,070
	Total			\$ 10,001



Massachusetts
Municipal
Association

One Winthrop Square, Boston, MA 02110
617-426-7272 • 800-882-1498 • fax 617-695-1314
www.mma.org

February 28, 2020

MassDEP
Drinking Water Program
1 Winter Street, 5th Floor
Boston, Massachusetts 02108

ATTN: Comments Regarding the Proposed PFAS MCL in 310 CMR 22.00

Dear Commissioner Suuberg:

On behalf of the cities and towns of the Commonwealth, the Massachusetts Municipal Association is pleased to provide comment in response to proposed amendments to 310 CMR 22.00, Massachusetts Drinking Water Regulations, establishing a Total Per- and Polyfluoroalkyl Substances (PFAS) Maximum Contaminant Level (MCL) of 20 parts per trillion.

The MMA appreciated the opportunity to meet with you and the MassDEP staff of the Drinking Water Program to review details of the draft regulations. The MMA is particularly appreciative of the inclusion of ‘off-ramps’ to allow communities to discontinue monitoring of public water supplies if no detection is recorded in the third and fourth quarters. Along with an allowance that existing testing results can be submitted in place of new ones on a one-to-one basis, these provisions will save costs for many municipalities as they endeavor to comply with the regulations.

The MMA fully supports the intent of the draft regulations to protect public and environmental health. We also believe there is broad understanding that both mandatory testing of public drinking water supplies and remediation of point sources with PFAS detection at or above 20 parts per trillion will be very expensive for cities, towns, ratepayers and taxpayers. We are grateful for the appropriation of funds in the FY19 closeout budget that included a \$10.65 million transfer to the Clean Water Trust to assist in the remediation of PFAS contamination in local water systems, \$9.05 million for the State Revolving Fund program to help finance improvements to local water systems, and \$4.2 million to help cities and towns test local water systems for PFAS contamination. As the full scope and cost of the need for remediation is not yet known, the MMA remains deeply concerned over how municipalities could pay for what has already been and will continue to be exorbitant cleanup costs. We respectfully ask that the implementation of any new regulatory standard not result in new unfunded mandates.

The MMA has been in close communication with several of our member communities that have already been impacted by detection of PFAS in their drinking water supplies. Some of these communities received individual cost estimates for PFAS remediation in their own local water systems that exceed the *total* authorization in the close-out budget for this purpose. This is evidence that the actual costs statewide will far exceed the initial state assistance funds that have been appropriated. New state funding to support municipal capital infrastructure needs and other financial and technical assistance associated with PFAS testing, monitoring, and remediation will be necessary, as cities and towns do not have the resources to finance new mandates of this magnitude.

We welcome the opportunity to work collaboratively with MassDEP as final regulations are promulgated, to ensure that municipal concerns and realities are taken into full consideration.

Thank you for considering our comments on the draft PFAS MCL for drinking water. If you have any questions regarding our comments, or require additional information, please do not hesitate to contact me or MMA Legislative Analyst Ariela Lovett at alovett@mma.org or 617-426-7272 ext. 161 at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Beckwith', written in a cursive style.

Geoffrey C. Beckwith
Executive Director & CEO



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

Kenneth Keefe
PUBLIC BUILDINGS DIRECTOR
TEL. (508) 358-3786
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BOARD OF SELECTMEN
LEA T. ANDERSON
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CHERRY C. KARLSON
DOUGLAS A. LEVINE

DATE: March 4, 2020
TO: Louise Miller, Town Administrator
Board of Selectman
FROM: Kenneth "Ben" Keefe, Public Buildings Director
RE: PMBC Reports March 3, 2020
Loker Elementary School Roof Replacement Project
Loker Recreation Area Turf Field Project

Please find the attached update reports on the two projects currently before the Permanent Municipal Building Committee (PMBC) and scheduled for discussion and vote at Annual Town Meeting beginning on April 5, 2020.

The PMBC has determined that the project budgets are adequate.

The PMBC recommends that the Loker Recreation Area Turf Field project be bid after the receipt of all permits.

Respectfully submitted

Kenneth Keefe, Public Buildings Director, PMBC ex-officio

Permanent Municipal Building Committee Status Report

March 3, 2020

Article 23: LOKER TURF FIELD CONSTRUCTION

- I. **Current Status**
 - a. Construction Documents were bid last April. No changes have been made to the bid documents.
 - b. The apparent low bid for construction, including alternates 1 and 2 is \$2,138,000.
 - c. The Article did not pass with a 2/3rds majority at the 2019 Annual Town Meeting.
- II. **Unresolved issues impacting scope and budget**
 - a. As of this meeting the Conservation Commission has not issued a Chapter 194 permit. The PMBC considers the project as designed to meet all the regulatory requirements and will receive a Chapter 194 permit with an acceptable Order of Conditions.
 - b. The Zoning board of Appeals has continued the discussion of the Site Plan Approval. The PMBC considers the project as designed to meet all regulatory requirements of the Site Plan Approval process and will receive approval.
 - c. A Licensed Site Professional (LSP) was commissioned by the Board of Selectman(BOS) to conduct a site records review and answer questions at a meeting of the BOS. The LSP confirmed the previous conclusions that the site poses no significant risk in regards to the activities proposed.
- III. **Schedule considerations**
 - a. Project will be rebid using existing documents.
 - b. Subject to Annual Town meeting approval construction will commence as soon as permitting is complete and is projected to be completed by the end of 2020.
- IV. **Conclusions**
 - a. The bid prices obtained last year indicate that even with the expected escalation the current budget will be adequate.
 - b. Prudently budgeting for contingencies for unknown conditions, permitting and project administration the construction of the project as contemplated is within a budgeted amount of \$3,400,000.

Permanent Municipal Building Committee Status Report

March 3, 2020

Article 19: LOKER ELEMENTARY ROOF REPLACEMENT

- I. **Current Status**
 - a. Project has been accepted and Schematic design has been approved by Massachusetts School Building Authority (MSBA)

 - II. **Scope of Work**
 - a. The scope of work includes replacement of the entire roofing system and all roof mounted Heating, Ventilation, and Air Conditioning (HVAC) units. Although the MSBA will not reimburse for the 1999 constructed section of the roof nor the HVAC systems the PMBC considers it prudent to replace all these items during the accomplishment of this project.

 - III. **Schedule considerations**
 - a. Anticipate 60% document review by mid-April.
 - b. Anticipate bidding to be completed by mid-May.
 - c. Subject to Annual Town Meeting approval construction will commence as soon as the current school year is complete and the project is expected to be complete before the start of school in this fall.

 - IV. **Conclusions**
 - a. Prudently budgeting for contingencies for unknown conditions, permitting and project administration the construction of the project as contemplated is within a budgeted amount of \$4,300,000.
-



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

PLAND TOWN CLERK
2020 MAR 3 PM 2:00

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: George Last Name: Harris, Esq.

Address: 8 Holiday Road

City: Wayland State: MA Zip Code: 01778

Phone Number: 5083582379 Ext. _____

Email: geoharris2@gmail.com

Organization or Media Affiliation (if any): None

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?
(For statistical purposes only)

Individual Organization Media

RECEIVED
MAR 03 2020
Board of Selectmen
Town of Wayland

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/town, county or region, if applicable): Wayland Board of Selectmen

Specific person(s), if any, you allege committed the violation: _____

Date of alleged violation: 2/3/2020

AND TOWN CLERK
20 MAR 3 PM 2:00

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Please see attached statement (with 2 exhibits) for a full explanation.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Please see attached statement.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

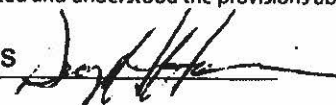
II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: George H. Harris 

Date: 3/3/2020

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:

OPEN MEETING LAW COMPLAINT

Wayland Board of Selectmen

This is a complaint that the Wayland Board of Selectmen (“Board”) violated the Open Meeting Law, G.L. c. 30A, §§ 18-25, with regard to an executive session held on February 3, 2020.

On February 3, 2020 the Board entered executive session pursuant to the following statement appearing in the meeting notice (see Exhibit 1, Proposed Agenda, item 13, II) and as announced by Chair Cherry C. Karlson prior to the session (see Exhibit 2, Meeting Minutes, item A13):

The Board of Selectmen [shall] enter into Executive Session Pursuant to Massachusetts General Laws, Chapter 30A, Section 21(a)(6) to consider the purchase, exchange, taking, lease or value of real estate in regard to the Rivers Edge Project at 484-490 Boston Post Road.

Background

At the April 3, 2014 Wayland Annual Town Meeting, pursuant to Article 16, voters “authorize[d] the Board of Selectmen . . . to convey, sell, lease or otherwise dispose of said parcels of land for affordable housing and market rate housing and accessory uses and structure purposes.” A comprehensive RFP process was pursued in 2016 (known as the Rivers Edge Project at 484-490 Boston Post Road) for bidders to undertake acquisition of the offered land from the Town and construction of the affordable and market rate housing. On July 28, 2017, the Board of Selectmen executed a Land Disposition Agreement on behalf of the Town with Wood Partners (the successful bidder), including the agreed purchase price for specified land and requiring construction of the affordable housing units according to the agreed Conceptual Design Drawings.¹

The Executive Session was Unauthorized.

As noted above, an RFP was issued by the Town for the Rivers Edge Project, a bid by Wood Partners with a stated price was accepted, and a formal agreement was entered into between the Town and Wood Partners. The deal was consummated. Thus, as of July 28, 2017, there was no longer a basis for entering into executive session under G.L. c. 30A, § 21(a)(6) to “consider the purchase, exchange, lease or value of real property.” Because the executive session was not authorized under the Open Meeting Law, the minutes of the session shall be released pursuant to G.L. c. 30A, § 22(f).

¹ The Land Disposition Agreement is available at:
<https://www.wayland.ma.us/sites/waylandma/files/uploads/riverlda.pdf>

The Executive Session Notice and Announcement Lacked Sufficient Detail.

Even if the executive session is found to be permissible under the Open Meeting Law, certain procedures must be followed by the Board to alert the public as to its purpose. Before entering the executive session, the chair must state the purpose for the executive session, stating all subjects that may be revealed without compromising the purpose for which the executive session was called. See G.L. c. 30A, § 21(b)(3); see also District Attorney for the N. Dist. v. School Comm. of Wayland, 455 Mass. 561, 567 (2009) (“[a] precise statement of the reason for convening in executive session is necessary under the open meeting law because that is the only notification given to the public that [a public body] would conduct business in private, and the only way the public would know if the reason for doing so was proper or improper”). It follows, therefore, that executive session topics must be described in as much detail as possible without compromising the purpose for which the executive session was called. See OML 2019-132; OML 2014-69 (Wayland School Committee). This level of detail about the executive session topic must also be included in the meeting notice. See OML 2020-21; OML 2016-72.

Here the reason given by the Board for entering executive session was “to consider the purchase, exchange, lease or value of real property in regard to the Rivers Edge Project at 484-490 Boston Post Road.” But this tells the public essentially nothing useful about the purpose of the session. What exactly was the issue(s) confronting the Board? The purchase and value of land had already been settled in the Land Disposition Agreement. What if anything had changed? And if something had changed, why couldn’t the Board discuss that in public without compromising the purpose of the executive session?

The Board should have provided more information to the public about the purpose of the executive session than merely quoting executive session Purpose 6 of the Open Meeting Law. The public should have been informed as to what precisely necessitated the executive session, as required by School Comm. of Wayland.

ACTIONS REQUESTED

1. The Board shall admit the alleged violations of the Open Meeting Law.
2. The Board shall release the minutes of the executive session.



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

LOUISE L. E. MILLER
TOWN ADMINISTRATOR
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BOARD OF SELECTMEN
LEA T. ANDERSON
MARY M. ANTES
THOMAS J. FAY
CHERRY C. KARLSON
DOUGLAS A. LEVINE

REVISED
(revises agenda posted January 30, 2020 at 2:49 pm)

BOARD OF SELECTMEN
Monday, February 3, 2020
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road, Wayland, MA

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; Review Agenda for Public
- 7:05 pm 2. Announcements and Public Comment
- 7:10 pm 3. Appointments:
 - Municipal Affordable Housing Trust - Interview and vote to appoint Luke Legere to a term ending June 30, 2020
 - Audit Committee - Discussion and vote to appoint Brian O'Herlihy to a term ending June 30, 2020
- 7:20 pm 4. Annual Town Meeting (ATM) Articles: Review and discussion; potential votes to insert in Warrant and vote Board position, including

Petitioner's Articles:

- Repeal Chapter 193 of the Code of the Town of Wayland
- Limit Carryng of Weapons in Town Building and to Town Events

Sponsored by the Board of Selectmen:

- Recognize Citizens and Employees for Particular Service to the Town
- OPEB Funding
- Fiscal 2021 Revolving Fund Expenditure Limits
- Sell or Trade Vehicles and Equipment
- Capital Stablization Fund
- Community Choice Aggregation

BOARD OF SELECTMEN
Monday, February 3, 2020
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road, Wayland, MA

Proposed Agenda – Page Three

9:35 pm 12. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any

9:40 pm 13. Enter into Executive Session

- I. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with the New England Police Benevolent Association (NEPBA)/ Wayland Police Officers Union (WPOU) Local 176, and
- II. Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a) (6) to consider the purchase, exchange, taking, lease or value of real estate in regard to the Rivers Edge Project at 484-490 Boston Post Road; and
- III. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and approve the executive session minutes of November 25, 2019; December 9, 2019; December 16, 2019; January 6, 2020; and January 13, 2020

APPROVE AND HOLD: Executive Session minutes of November 25, 2019; December 9, 2019; December 16, 2019; January 6, 2020; and January 13, 2020

10:00 pm 14. Adjourn



LOUISE L. E. MILLER
TOWN ADMINISTRATOR
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www.wayland.ma.us

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
THOMAS J. FAY
CHERRY C. KARLSON
DOUGLAS A. LEVINE

Meeting Minutes
BOARD OF SELECTMEN
Monday, February 3, 2020
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road, Wayland, MA

Attendance: Lea T. Anderson, Mary M. Antes, Thomas J. Fay, Cherry C. Karlson, Douglas A. Levine (arrived 7:05 p.m.)

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

A1. Call to Order by Chair C. Karlson called the meeting of the Board of Selectmen to order at 7:01 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 recorded for later broadcast by WayCAM, and reviewed the agenda for the public.

A2. Announcements and Public Comment M. Antes announced that there will be an exhibit commemorating the 100th anniversary of the passage of the 19th Amendment on Monday, February 10, located outside the Selectmen's Meeting Room, and there will be a reception from 6:15 p.m. to 7:00 p.m. related to that exhibit. M. Antes thanked Town Clerk A. Ludwig for her work on the exhibit.

D. Levine entered the meeting at 7:05 p.m.

Bill Sterling, Morse Road, appeared before the Board, as a member of the Council on Aging/Community Center Committee (CoA/CC), to respond to a public comment at the last meeting. The comment suggested the Community/Senior Center project should have considered the former DPW site as a possible site for a Community Center. B. Sterling reminded the Board that the CoA/CC engaged Tighe & Bond to do a comparative site analysis report in 2016, and the former DPW was one of nine sites examined. The decision was driven by seven different factors and ten criteria, a thirty-three page long report concluding that the former DPW site was not the first choice. B. Sterling also recommended, when the RFP comes back, for the Town to revisit the criteria and potentially conduct another analysis.

A3. Appointments; Municipal Affordable Housing Trust Fund Board C. Karlson reported that the candidate for the Municipal Affordable Housing Trust Fund Board asked to reschedule the interview to a future meeting.

Appointments; Audit Committee. The Board reviewed Brian O'Herlihy's résumé and interest in joining the Audit Committee. Brian O'Herlihy was not present because he was attending the Audit Committee meeting that occurred simultaneously. C. Karlson suggested the Board could consider his appointment without an interview after reviewing his materials and well-qualified background.

M. Antes moved, seconded by D. Levine, that the Board of Selectmen appoint Brian O'Herlihy to the Audit Committee for a term ending June 30, 2020. In discussion, L. Anderson acknowledged that B. O'Herlihy had been a huge contributor to the Town, had previously served on the Board of Selectmen as well as other committees, and his background was well-suited to serve on the Audit Committee. D. Levine concurred. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A8. Minutes: Review and vote to approve minutes of January 21, 2020, January 22, 2020, January 27, 2020

requirements on what types of materials can be used: the three accepted are poured-in-place rubber, rubber tiles and artificial turf. The Town would have to demonstrate any other material is suitable with an application to and approval of the Massachusetts Architectural Access Board (MAAB).

7. **FY2021 Capital and Operating Budgets Update** L. Miller reported that the Finance Committee issued a letter last Friday, which the Board received as a handout. The letter requested that the Town reduce the budget by \$50,000 and distribute the reductions across the Town budgets. Last week the Board had discussed a letter to the Finance Committee that outlined up to \$76,000 of potential reductions to the budget. L. Miller suggested a response to the Finance Committee to reallocate the \$50,000 reduction as follows: \$15,000 from Fire Department Salary, \$6,000 from the Town legal budget, \$22,500 from Youth & Family Services expenses. Director J. Verhoosky reported that the Friends group could supplement expenses in Year 1, and roll the additional costs into Year 2. L. Miller recommended the balance of \$6,500 come from the Town Administrator/Board of Selectmen budget, which will reduce the amount for consultants. L. Anderson asked for more information on the salary line of the Fire Department. L. Miller reported this year there was an unexpected large turn back, the overtime values were estimated, and the reduction would not change the services offered. T. Fay asked if the reduction in the Town Administrator's office would impact staffing. L. Miller replied it would not impact staffing.

T. Fay moved, seconded by M. Antes, that the Board vote to permit the Town Administrator to relay the message about prioritized reductions as described to the Finance Committee. The Board anticipates room in these budgets to make the reductions without impacting services next year. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

For FY2021 Capital, L. Miller reported that she had a conversation with the chair of the Finance Committee regarding cash capital and how the items within the capital budget that the Finance Committee had voted should be funded. After the discussion rather than limiting free cash to \$1.5 million, free cash can be spent up to \$1.7 million without any detriment to the Town. She expects a vote tonight from the Finance Committee.

A7. Board of Selectmen Goal Setting: Review goals and determine next steps The Board reviewed the goals as provided in the packet. L. Anderson suggested minor corrections. Under communications, she suggested including correspondence as part of the public packet to alleviate the volume of records requests. T. Fay expressed approval for the focus of the economic development of the Town as an important goal.

A10. Correspondence Review. The Board reviewed correspondence included in the Board Packet.

A11. Selectmen's reports and concerns. C. Karlson reminded the Board that the FAQs for the Select Board/Town Manager Act are due next week.

A12. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any There were none.

A13. Enter into Executive Session Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with the New England Police Benevolent Association (NEPBA)/Wayland Police Officers Union (WPOU) Local 176; and Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a) (6) to consider the purchase, exchange, taking, lease or value of real estate in regard to the Rivers Edge Project at 484-490 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 November 25, 2019; December 9, 2019; December 16, 2019; January 6, 2020; and January 13, 2020; APPROVE AND HOLD: Executive Session minutes of November 25, 2019; December 9, 2019; December 16, 2019; January 6, 2020; and January 13, 2020

At 9:18 p.m., Chair C. Karlson 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 with the New England Police Benevolent Association (NEPBA)/Wayland Police Officers Union (WPOU) Local 176; and Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a) (6) to consider the purchase, exchange, taking, lease or value of real estate in regard to the Rivers Edge Project at 484-490 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 November 25; December 9; December 16, 2019; January 6 and January 13, 2020 with the intent to approving and holding said minutes.

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: T. Fay, M. Antes, C. Karlson, D. Levine, L. Anderson. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0. The Chair invites attendance by L. Miller,

Town Administrator; Elizabeth Doucette, Assistant Town Administrator. The Board would reconvene in approximately 20 minutes solely for the purpose of adjourning.

The Board returned to open session at 10:03 p.m.

A14. Adjourn L. Anderson moved, seconded by M. Antes, to adjourn the meeting at 10:04 p.m. YEA: L. Anderson, M. Antes, T. Fay, D. Levine, C. Karlson. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of February 3, 2020

1. Town of Wayland Loker School Total Project Budget (spreadsheet)
2. Draft of article to see if the Town will vote to appropriate, borrow or transfer from available funds the amount of \$4,300,684 to be expended under the direction of the Town Administrator and the Permanent Municipal Building Committee for the roof replacement at Loker Elementary School, at 47 Loker Street, Wayland, MA.
3. Correspondence from the Finance Committee to L. Miller, Town Administrator, and A. Unobskey, Superintendent of Schools, dated January 31, 2020, re: Responses to Request for FY2021 Operating Budget Adjustments
4. Copy of Article "High School Athletic Complex Renovation – Part 3" with comments/suggestions from resident K. Sanicki
5. Copy of Article "Loker Turf Field" with comments/suggestions from resident K. Sanicki
6. Copy of Article "Accessibility Improvements for two Town Playgrounds" with comments/suggestions from resident K. Sanicki

Items included as part of the Agenda Packet for discussion during the February 3, 2020 Board of Selectmen Meeting

1. List of committee vacancies as of January 27, 2020
2. CV of Luke Legere
3. Letter of interest from Brian O'Herlihy
4. Annual Town Meeting Article Listing
5. Submitted articles: Repeal Chapter 193 of the Code of the Town of Wayland; Limit Carrying of Weapons in Town Buildings and to Town Events; Recognize Citizens and Employees for Particular Service to the Town; and Recognize Citizens and Employees for Particular Service to the Town Rev 1; OPIEB Funding; Fiscal Year 2021 Revolving Fund Expenditure Limits; Sell or Trade Vehicles and Equipment; Capital Stabilization Fund; Loker Turf Field; Roof Replacement –Loker Elementary School; Community Choice Aggregation; High School Athletic Complex Renovation – Part 3
6. Draft of Board of Selectmen meeting minutes of January 21, 2020
7. Draft of Board of Selectmen meeting minutes of January 22, 2020
8. Draft of Board of Selectmen meeting minutes of January 27, 2020
9. Correspondence from Barry Lorion, District 3 Highway Director, to Paul Jahnige, Director DCR Greenways and Trails Program, Massachusetts Department of Transportation, dated January 17, 2020, re: MassDOT Highway Division Project 610660—Sudbury Wayland Mass Central Rail Trail-Project Eligibility Notification
10. Correspondence from David Grasser, Program Manager, Citizens' Housing and Planning Association, to L. Miller, Town Administrator, dated January 27, 2020 re: owner's intent to sell her affordable unit
11. "MMA Policy Committee on Municipal and Regional Administration Best Practice Recommendation: Economic Development Factors Within Municipal Control," *Massachusetts Municipal Association Best Practices Series*, January 2020, Volume 5, Number 6.
12. "MMA Policy Committee on Municipal and Regional Administration Best Practice Recommendation: Strategies for Boosting Community Engagement," *Massachusetts Municipal Association Best Practices Series*, January 2020, Volume 5, Number 7.
13. Draft Board of Selectmen Goals FY2020-FY2021

CORRESPONDENCE

1. Correspondence from L. Miller, Town Administrator, to Ralph Willmer, technical Assistance Planning Council, dated January 29, 2020 re: MAPC Technical Assistance Program Proposal: Comprehensive Planning and Economic Development Action Plan (includes attachments map of study area; "Development at Corner of Main Street and East Plain Street" -- report with images and maps dated August 30, 2018; and a copy of the



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

RECEIVED

MAR 04 2020

Board of Selectmen
Town of Wayland

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: George Last Name: Harris, Esq.

Address: 8 Holiday Road

City: Wayland State: MA Zip Code: 01778

Phone Number: 5083582379 Ext. _____

Email: geoharris2@gmail.com

Organization or Media Affiliation (if any): None

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?
(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/town, county or region, if applicable): Wayland Board of Selectmen

Specific person(s), if any, you allege committed the violation: _____

Date of alleged violation: 2/3/2020

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Please see attached statement (with 1 exhibit) for a full explanation.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Please see attached statement.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: George H. Harris 

Date: 3/4/2020

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:

OPEN MEETING LAW COMPLAINT

Wayland Board of Selectmen

This is a complaint that the Wayland Board of Selectmen (“Board”) violated the Open Meeting Law, G.L. c. 30A, §§ 18-25, by failing to timely approve executive session minutes.

On February 3, 2020, “At 9:18 p.m., Chair C. Karlson moved, seconded by M. Antes, that the Board of Selectmen enter into Executive Session . . . Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and approve the executive session minutes of November 25; December 9; December 16, 2019; January 6 and January 13, 2020 with the intent to approving and holding said minutes.” See Exhibit 1, Meeting Minutes, February 3, 2020, item A13, attached hereto.

The executive session minutes of November 25, December 9, and December 16, 2019, were not approved in a timely manner pursuant to 940 CMR 29.11(2).

In addition to the five meetings identified in Chair Karlson’s motion, the Board also held meetings on December 20, 2019; and January 9, 21, 22, and 27, 2020. Therefore, the executive session minutes of November 25, December 9, and December 16, 2019, were not approved in a “timely manner” because they were approved on February 3, 2020, which was not “within the next three public body meetings or within 30 days, whichever is later.” Id.

In OML 2016-98 (July 22, 2016), the Attorney General found that the Board intentionally violated the Open Meeting Law by failing to approve meeting minutes in a timely fashion.

ACTIONS REQUESTED

1. The Board shall admit the alleged violations of the Open Meeting Law.
2. The Board shall explain why it failed to approve the executive session minutes in a timely manner.
3. The Board shall explain what steps it will take to ensure that similar violations will not be repeated in the future.
4. The Board shall explain why it does not assign one member to take responsibility for tracking the timely approval of minutes.



LOUISE L. E. MILLER
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TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
THOMAS J. FAY
CHERRY C. KARLSON
DOUGLAS A. LEVINE

Meeting Minutes
BOARD OF SELECTMEN
Monday, February 3, 2020
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road, Wayland, MA

Attendance: Lea T. Anderson, Mary M. Antes, Thomas J. Fay, Cherry C. Karlson, Douglas A. Levine (arrived 7:05 p.m.)

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

A1. Call to Order by Chair C. Karlson called the meeting of the Board of Selectmen to order at 7:01 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 recorded for later broadcast by WayCAM, and reviewed the agenda for the public.

A2. Announcements and Public Comment M. Antes announced that there will be an exhibit commemorating the 100th anniversary of the passage of the 19th Amendment on Monday, February 10, located outside the Selectmen's Meeting Room, and there will be a reception from 6:15 p.m. to 7:00 p.m. related to that exhibit. M. Antes thanked Town Clerk A. Ludwig for her work on the exhibit.

D. Levine entered the meeting at 7:05 p.m.

Bill Sterling, Morse Road, appeared before the Board, as a member of the Council on Aging/Community Center Committee (CoA/CC), to respond to a public comment at the last meeting. The comment suggested the Community/Senior Center project should have considered the former DPW site as a possible site for a Community Center. B. Sterling reminded the Board that the CoA/CC engaged Tighe & Bond do a comparative site analysis report in 2016, and the former DPW was one of nine sites examined. The decision was driven by seven different factors and ten criteria, a thirty-three page long report concluding that the former DPW site was not the first choice. B. Sterling also recommended, when the RIP comes back, for the Town to revisit the criteria and potentially conduct another analysis.

A3. Appointments; Municipal Affordable Housing Trust Fund Board C. Karlson reported that the candidate for the Municipal Affordable Housing Trust Fund Board asked to reschedule the interview to a future meeting.

Appointments; Audit Committee. The Board reviewed Brian O'Herlihy's résumé and interest in joining the Audit Committee. Brian O'Herlihy was not present because he was attending the Audit Committee meeting that occurred simultaneously. C. Karlson suggested the Board could consider his appointment without an interview after reviewing his materials and well-qualified background.

M. Antes moved, seconded by D. Levine, that the Board of Selectmen appoint Brian O'Herlihy to the Audit Committee for a term ending June 30, 2020. In discussion, L. Anderson acknowledged that B. O'Herlihy had been a huge contributor to the Town, had previously served on the Board of Selectmen as well as other committees, and his background was well-suited to serve on the Audit Committee. D. Levine concurred. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A8. Minutes: Review and vote to approve minutes of January 21, 2020, January 22, 2020, January 27, 2020

requirements on what types of materials can be used: the three accepted are poured-in-place rubber, rubber tiles and artificial turf. The Town would have to demonstrate any other material is suitable with an application to and approval of the Massachusetts Architectural Access Board (MAAB).

7. **FY2021 Capital and Operating Budgets Update** L. Miller reported that the Finance Committee issued a letter last Friday, which the Board received as a handout. The letter requested that the Town reduce the budget by \$50,000 and distribute the reductions across the Town budgets. Last week the Board had discussed a letter to the Finance Committee that outlined up to \$76,000 of potential reductions to the budget. L. Miller suggested a response to the Finance Committee to reallocate the \$50,000 reduction as follows: \$15,000 from Fire Department Salary, \$6,000 from the Town legal budget, \$22,500 from Youth & Family Services expenses. Director J. Verhoosky reported that the Friends group could supplement expenses in Year 1, and roll the additional costs into Year 2. L. Miller recommended the balance of \$6,500 come from the Town Administrator/Board of Selectmen budget, which will reduce the amount for consultants. L. Anderson asked for more information on the salary line of the Fire Department. L. Miller reported this year there was an unexpected large turn back, the overtime values were estimated, and the reduction would not change the services offered. T. Fay asked if the reduction in the Town Administrator's office would impact staffing. L. Miller replied it would not impact staffing.

T. Fay moved, seconded by M. Antes, that the Board vote to permit the Town Administrator to relay the message about prioritized reductions as described to the Finance Committee. The Board anticipates room in these budgets to make the reductions without impacting services next year. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

For FY2021 Capital, L. Miller reported that she had a conversation with the chair of the Finance Committee regarding cash capital and how the items within the capital budget that the Finance Committee had voted should be funded. After the discussion rather than limiting free cash to \$1.5 million, free cash can be spent up to \$1.7 million without any detriment to the Town. She expects a vote tonight from the Finance Committee.

A7. Board of Selectmen Goal Setting: Review goals and determine next steps The Board reviewed the goals as provided in the packet. L. Anderson suggested minor corrections. Under communications, she suggested including correspondence as part of the public packet to alleviate the volume of records requests. T. Fay expressed approval for the focus of the economic development of the Town as an important goal.

A10. Correspondence Review. The Board reviewed correspondence included in the Board Packet.

A11. Selectmen's reports and concerns. C. Karlson reminded the Board that the FAQs for the Select Board/Town Manager Act are due next week.

A12. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any There were none.

A13. Enter into Executive Session Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with the New England Police Benevolent Association (NEPBA)/Wayland Police Officers Union (WPOU) Local 176; and Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a) (6) to consider the purchase, exchange, taking, lease or value of real estate in regard to the Rivers Edge Project at 484-490 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 November 25, 2019; December 9, 2019; December 16, 2019; January 6, 2020; and January 13, 2020; APPROVE AND HOLD: Executive Session minutes of November 25, 2019; December 9, 2019; December 16, 2019; January 6, 2020; and January 13, 2020

At 9:18 p.m., Chair C. Karlson 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 with the New England Police Benevolent Association (NEPBA)/Wayland Police Officers Union (WPOU) Local 176; and Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a) (6) to consider the purchase, exchange, taking, lease or value of real estate in regard to the Rivers Edge Project at 484-490 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 November 25; December 9; December 16, 2019; January 6 and January 13, 2020 with the intent to approving and holding said minutes.

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: T. Fay, M. Antes, C. Karlson, D. Levine, L. Anderson. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0. The Chair invites attendance by L. Miller,



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BOARD OF SELECTMEN
LEA T. ANDERSON
MARY M. ANTES
THOMAS J. FAY
CHERRY C. KARLSON
DOUGLAS A. LEVINE

DRAFT Meeting Minutes
BOARD OF SELECTMEN
Monday, February 10, 2020
5:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road, Wayland, MA

Attendance: Lea T. Anderson, Mary M. Antes, Thomas J. Fay, Cherry C. Karlson, Douglas A. Levine

Also present: Town Administrator Louise Miller, Assistant Town Administrator Elizabeth Doucette

A1. Call to Order by Chair, Review Agenda for Public C. Karlson called the meeting of the Board of Selectmen to order at 5:03 p.m. in the Selectmen's Meeting Room in the Wayland Town Building when a quorum was present and reviewed the agenda for the public.

A2. Announcements and Public Comment L. Anderson announced that the Finance Committee would be presenting its Draft FY21 Omnibus Budget Hearing on Thursday, February 13, 2020 beginning at 7:15 p.m. in the Wayland Town Building.

The Board heard no public comment.

A3. Select Board/Town Manager Special Act: Accept Draft Frequently Asked Question Responses from Board Members; discuss next steps C. Karlson asked each member of the Board to hand in a draft of their Frequently Asked Questions and the responses related to Article (R) Select Board/Town Manager Special Act to L. Miller for the public record. C. Karlson also requested that each member of the Board send their respective draft to L. Anderson for consolidation.

L. Anderson requested that the Board to decide whether the Frequently Asked Questions would appear in the warrant as an appendix or as a handout at Town Meeting. The Board agreed to review this again at their meeting on Feb. 24. L. Anderson handed out hard copies of the 150 word Sponsor Comments for Article (R) Select Board/Town Manager Special Act for the Board's review. The Board suggested minor changes. C. Karlson reported she would submit the final version to the Town Administrator's office during the recess scheduled at the meeting.

A4. 2020 Borrowing and Debt Refunding: Vote award of bonds and the execution of documents by the Board of Selectmen and Treasurer Finance Director Brian Keveny joined the Board to summarize the recent issuance of municipal bonds at the advice of Hilltop Securities, Inc. B. Keveny described the efforts to raise funds for nine (9) separate projects, which included taking the opportunity to use two long term BAN's and refund two bonds that dated back to 2010 and 2009; for the High School and Water bonds respectively.

The total needed to be raised for the five (5) General Fund projects was \$10.5M; within that total, the Town had to convert BAN's totaling \$6.5M. A total of \$1.3M was required for the four Enterprise Fund projects. A grand total of \$11.9M was needed to be raised by issuance of the borrowing or the BANs; and the total of both the 2009 and 2010 bonds were \$6.5M. The Town received twelve different bids from investment companies, which resulted in the rate of 1.478%. B. Keveny shared the opinion that the report was good news and reflected a historic low for bond rates.

C. Karlson noted the Board would need a motion that encompassed the entire document and if the Board accepted, the Clerk/Vice Chair of the Board of Selectmen would execute the document dated February 10, 2020.

L. Miller further summarized that the Board's action would include a series of authorizations:

- to authorize and direct the Treasurer to issue refunding bonds in the amount of \$7,665,000 and \$12,960,000 of General Obligation Municipal Purpose Loan dated Feb. 1, 2010;
- to vote on the sale \$16,215,000 of General Obligation Municipal Purpose Loan of 2020 Bonds;
- authorization related to the official statement dated Feb 4, 2020 that authorized the preparation and distribution of the notice of sale; and also, preliminary official statement dated Jan. 23, 2020;
- the Town Treasurer to approve the form of the official statement;
- that the bonds would be subject to redemption;
- authorize the execution and delivery of the Refunding Escrow Agreement dated Feb. 13, 2020;
- authorize the Town Treasurer and the Board of Selectmen to execute and deliver a continuing disclosure undertaking in compliance with SEC rules and regulations;
- authorize and direct the Town Treasurer to establish post-issuance federal tax compliance;
- and that each, the Board of Selectmen, the Town Clerk, and the Town Treasurer be authorized to take any and all action to execute and deliver the certificates and documents necessary to carry into effect the votes.

The Town Clerk would then certify that the authorization occurred at a properly noticed public meeting.

D. Levine moved, seconded by L. Anderson, that the Board of Selectmen vote to approve the document dated Feb. 10, 2020 as summarized by the Town Administrator related 2020 Borrowing, Debt Refunding and award of bonds and the execution of documents. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0. The Board executed the document. Town Clerk A. Ludwig certified the documents.

A6. Licensing: Review and vote to approve a Used Car Dealer's License—Class II to AutoHaven, LLC, (Andrew Wienen, Owner), for 268 Boston Post Road, Wayland, MA. Limit of five (5) cars for sale at any one time. C. Karlson invited applicant Andrew Wienen to join the discussion. C. Karlson shared a letter dated Jan. 28, 2020 from Mark Shephard, which described the history of instances when the Board issued similar licenses at the property. A. Wienen described his business model and requested the Board consider the renewal of Car Dealer License Class II at 268 Boston Post Road at Shep's Station. The Board asked questions regarding use of the area and A. Wienen's business model. C. Karlson noted the terms of the license would be valid through the end of the calendar year and subject to renewal.

T. Fay moved, seconded by M. Antes, that the Board of Selectmen vote to approve a Used Car Dealer's License Class II to AutoHaven, LLC, Owner Andrew Wienen, 268 Boston Post Road, Wayland MA; a limit to five (5) cars for sale at any one time. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A5. Debt Exclusion: Discussion and vote of debt exclusion question on the March 2020 ballot re: Loker School Roof Replacement C. Karlson reminded the Board that Article (BB) Roof Replacement – Loker Elementary School was an article for which the School Committee requested a debt exclusion and for which the Finance Committee recommended excluded debt as the funding source. C. Karlson reminded the Board that it had previously voted to insert and support the article and voted to put a related debt exclusion question on the ballot. C. Karlson noted that the deadline to submit the ballot language is Feb. 24. L. Miller referenced page 6 of the packet, which included the language from the Massachusetts School Building Authority (MSBA) and noted that Town Counsel recommended removing the dollar amount from the ballot question language.

L. Miller reported that the MSBA had provided the language reviewed by the Board last week. The project budget with the MSBA is \$3.8M and would be for the replacement of the 35-year-old roof and the air handlers only. MSBA provided a summary of the maximum reimbursement amount. The Town informed the MSBA of its interest in also replacing the roof above the Loker gymnasium for an additional \$500,000 and noted it would be a separate line in the bid documents. L. Miller advised the Board to decide the extent of the scope of the project. MSBA recommended that the debt exclusion cover the entire project. C. Karlson clarified that the Board needed to decide the total funding for the article to be \$3.8M or to be \$4.3M to include the \$500,000 for the gymnasium roof. C. Karlson recommended not to act on the precise language of the ballot question and to table the topic to the Boards' Feb 13, 2020 meeting. C. Karlson recommended the Board focus on the scope of the related warrant article in the next agenda item.

A5a. Discussion and vote of Loker School Roof Replacement warrant article L. Miller reported that MSBA would like to know the total project amount and know that it has a funding source. The Town had asked the MSBA to review the entire project for \$4.3M. L. Anderson noted it made sense to include the gymnasium roof and include the full \$4.3M project cost in the article language. C. Karlson suggested the article provide two funding sources, \$3.8M from debt-exclusion and \$500,000 from the levy.

C. Karlson reminded the Board that if the project were to include the gymnasium roof, the question was whether to fund entire project with excluded debt at \$4.3M or rather that the \$3.8M be funded with a debt exclusion and the \$500,000 within the levy. L. Miller opined that the Town should do the entire project, and if there was room within in the levy, it made sense to fund it within the levy to avoid the higher surcharge.

L. Anderson moved, seconded by D. Levine, that the Board of Selectmen vote to support funding for \$4.3M for Article (BB) Roof Replacement – Loker Elementary School. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A7. Recess At 6:06 p.m., C. Karlson announced that the Board of Selectmen would recess until 6:50 p.m.

At 6:51 p.m., C. Karlson called the meeting back into regular session.

A13. Correspondence Review The Board reviewed correspondence included in the Board Packet.

A12. Consent: Review and vote to approve (see separate sheet)

1. Vote the question of approving and signing the weekly payroll and expense warrants
2. Vote to ratify Amendment I of the contract with Architectural Consulting Group, Inc. to perform Project Management Services in the amount of \$35,000 for the Construction Documents Phase of the Loker Elementary School Partial Roof Replacement Project.
3. Vote to ratify Amendment I of the contract with Tighe & Bond, Inc. to perform Designer Services in the amount of \$162,000 for the Schematic Design Phase and the Construction Documents Phase of the Loker Elementary School Partial Roof Replacement Project.

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

A11. Minutes: Review and vote to approve minutes of February 3, 2020 L. Anderson reported that there were no minutes ready for review.

A8. Enter into Executive Session Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to join School Committee, Personnel Board and Finance Committee in executive session to discuss strategy with respect to collective bargaining with: Local 690 Wayland-1 American Federation of State, County and Municipal Employees (AFSCME 690 Wayland -1); Local 690 Wayland – 2 American Federation of State, County, and Municipal Employees (AFSCME 690 – 2); Wayland DPW Association, Teamsters Local 170; International Association of Firefighters, AFL-CIO Local 178; The Wayland Library Staff Association MFT, AFT, AFL-CIO; The New England Police Benevolent Association (NEPBA)/Wayland Police Officers Union (WPOU) Local 176; Wayland Teachers Association (WTA); Wayland Educational Secretaries' Association; The Massachusetts Laborers' District Council Laborers' International Union of North America, AFL-CIO on behalf of Public Employees' Local Union 1116 Custodians and Maintenance; and Wayland Food Service Association

At 6:52 p.m. Chair C. Karlson 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 join the School Committee, Personnel Board and Finance Committee in executive session to discuss strategy with respect to collective bargaining with: Local 690 Wayland-1 American Federation of State, County and Municipal Employees (AFSCME 690 Wayland -1); Local 690 Wayland – 2 American Federation of State, County, and Municipal Employees (AFSCME 690 – 2); Wayland DPW Association, Teamsters Local 170; International Association of Firefighters, AFL-CIO Local 178; The Wayland Library Staff Association MFT, AFT, AFL-CIO; The New England Police Benevolent Association (NEPBA)/Wayland Police Officers Union (WPOU) Local 176; Wayland Teachers Association (WTA); Wayland Educational Secretaries'

Association; The Massachusetts Laborers' District Council Laborers' International Union of North America, AFL-CIO on behalf of Public Employees' Local Union 1116 Custodians and Maintenance; Wayland Food Service Association.

Chair C. Karlson declared 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, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Chair C. Karlson invited attendance by Louise Miller, Town Administrator; Elizabeth Doucette, Assistant Town Administrator; Brian Keveny, Finance Director; Kathleen Buckley, Human Resource Manager; Arthur Unobskey, Superintendent of Schools; Parry Graham, Assistant Superintendent of Schools; Diane Marobella, Administrative Assistant. The Board would reconvene in approximately 50 minutes.

At 7:48 p.m., the Board returned to open session. Chair C. Karlson noted that the meeting would likely be broadcast, live-streamed, and recorded for later broadcast by WayCAM.

A9. Annual Town Meeting (ATM) Article: Loker Turf Field. Review and discuss outstanding environmental questions with Benson Gould, Principal, CMG Environmental, Inc., Licensed Site Professional, and potential vote to insert in Warrant and vote Board position C. Karlson invited Benson Gould, Principal, CMG Environmental, Inc., Licensed Site Professional (LSP) to join a discussion and opportunity for questions and answers raised concerning Article (Z) Loker Turf Field.

C. Karlson raised a concern, submitted in writing by a resident, if B. Gould had reviewed the proposed project in relation to the excavation of the area of the former septic system leach field.

B. Gould, LSP, shared a schematic overlay that he prepared to depict the area in question. B. Gould responded that he understood how the project related to the areas of concern and that the overlay answers that question directly. He stated what was more important was what that information meant. He reviewed the testing for metals and organic compounds. Levels were in normal expected ranges. B. Gould reported that nothing stood out as a contaminant; overall his impression was that this area received very little if any contamination.

D. Levine asked B. Gould to explain a Tentatively Identified Compounds (TIC) and if they can change over time, and if they would have changed here. B. Gould explained TIC. D. Levine asked if B. Gould knew if any TICs were identified at the site. B. Gould responded that he would have to go back to double check the report but did not believe any TICs were identified in the report.

C. Karlson invited Facilities Director, Ben Keefe to join the discussion, and asked him to describe the level of excavation that would happen in the area described as the upper septic system. B. Keefe described how the field would be cut approximately two feet down from the present surface, about halfway through the field plan, where you reach 0 feet, and beyond that the area would be filled— that includes the sub-surface drainage system and everything underneath. L. Anderson asked about the other area noted in blue on the schematic. B. Gould noted Ransom Environmental, Inc. had identified that area as the Underground Storage Tank / Lower Septic System Area, and that there were no borings going under where the soccer field project was proposed.

D. Levine shared a concern about Perfluoroalkyl and Polyfluoroalkyl substances (PFAS) contaminants that residents in Town had been reading about in the public domain and asked if this an area of concern at this site. B. Gould reported that PFAS substances had been present in the environment since the 1930's but have only come to the attention of regulatory agencies in the last few years. B. Gould was almost certain no PFAS testing was done at the site. PFAS are human-made chemicals, associated with Teflon and stain-resistant fabrics. T. Fay stated that people are likely to have exposure to PFAS in everyday life, like dental floss, popcorn bags, and pizza boxes. B. Gould agreed, if the project goes forward as a soccer field and kids play on it, even if there are PFAS compounds there, user exposure to PFAS would be greater elsewhere.

C. Karlson asked B. Gould if he had an opportunity to review any testimony from former Dow Chemical Company employees to understand what they did with hazardous waste at the site. B. Gould answered that that specific information was not available in the DEP file, however Dow Chemical provided DEP a letter dated April 29, 1994, and that letter included interviews with 27 former employees and local Wayland residents. B. Gould found a separate letter summarizing that testimony that was part of the DEP file, but not

the actual testimony. C. Karlson followed up with the question if there was anything of concern in the summary letter. B. Gould reported that there was nothing specifically concerning.

T. Fay asked B. Gould if he would have his grandchildren play on the field. B. Gould reported he did not have a bad feeling about the Loker project. B. Gould confirmed that Dow did clean up that site to the standards to which were held to at the time.

B. Gould reported that both the risk characterizations that he reviewed and the residual chemicals that were tested on site showed very low risk. B. Gould opined that does not mean it is “safe”. “Safe” was not a word professionals use, as industry standard, because it is not definable. B. Gould reported he would not feel bad about having a grandchild play on that field and nothing he has read in the records would scare him or cause him to avoid the area.

C. Karlson asked if anything in the documentation indicated why Dow left the septic fields. B. Gould responded that nothing he reviewed expressly stated why they did not excavate those areas, but presumes Dow did not excavate that area because the soil samples presented did not identify significant metals contamination or anything of concern in that area. B. Gould reviewed the summary table data and from the 14 soil samples and compared them with today’s current RCS1 soil standards, which is the most stringent standards, and there was not a single exceedance on any of the metals by today’s standards. He stated that if he were responsible for this site, he would have also left the septic fields.

M. Antes asked if B. Gould felt the same way about the burn area as the septic system areas. B. Gould reported the burn area was not as clean, it was a concrete pad, and Dow took flammable chemicals and lit them on fire. This practice is not acceptable by current standards, but in the 1960’s the method was considered good practice. Dow Chemical later sent the chemicals to the burn facility in Michigan. B. Gould noted that Dow Chemical pulled approximately 600 tons of contaminated soil from the burn area and stated that the area was investigated and remediated.

C. Karlson shared another question sent by a resident; a resident questioned if B. Gould reviewed the Weston & Sampson test results from samples taken from the bore holes used to determine the depth of the ledge. B. Gould said, in his opinion, there was enough sampling in the leach field area to assure that no hazardous wastes would emerge when the leach field was excavated. B. Gould opined that Weston & Sampson performed sufficient analysis to characterize adequately the subsurface conditions within the area.

There were no further questions from the Board.

D. Levine moved, seconded by L. Anderson, that the Board of Selectmen insert Article (Z) Loker Turf Field proposed by the Recreation Commission into the Town Meeting Warrant.

The Board discussed the reasons for reconsidering this article based on the close vote at last year’s Town Meeting, the Recreation Commission’s diligence in responding to residents’ concerns, the long history of the site, and the Town’s vote to purchase it for Recreation and Conservation purposes. T. Fay concurred with D. Levine that if the article did not pass, the Commission should look at other sites, although the Loker site was the least intrusive option in terms of impacting neighbors. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

The Board discussed taking a position on the article. M. Antes said that she would be interested in hearing the League of Women Voters presentation at the March 18 Forum, which would be after the Board votes to support the article, and therefore would abstain from the vote to support the article.

T. Fay moved, seconded by D. Levine, that the Board support Article (Z) Loker Turf Field proposed by the Recreation Commission.

The Board discussed the cost comparison of turf and grass fields, the difficulty in locating more suitable sites, the need for more fields in Town, the interest in holding a public forum and understanding the bigger picture in terms of the capital plan, and the recognition that the Town has done a lot of work to answer concerns about traffic, tree removal, vernal pools, and environmental concerns. YEA: L. Anderson, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: M. Antes. Adopted 4-0-1.

A10. Annual Town Meeting (ATM) Articles: Review and discussion of all proposed articles; meet with article sponsors, and potential vote to insert in Warrant and vote Board position; Discuss potential order of articles.

Article (GG) Repeal Chapter 193 of the Code of Town of Wayland A. Lewis, lead petitioner for Article (GG) Repeal Chapter 193 of the Code of Town of Wayland appeared before the Board and gave some background on the rationale for the article. A. Lewis stated that the Conservation Commission had proposed new Chapter 193 regulations with inadequate public outreach or review of the regulations. A. Lewis believed that the Conservation regulations were not reasonable and that the proposed Chapter 193 regulations were written to regulate construction projects, but the proposal also would affect smaller residential projects. A. Lewis reported that the Planning Board requested an extension of time to submit comments to the Conservation Commission. A. Lewis stated that she petitioned an article for Town Meeting to repeal the entire Chapter 193 by-law, because it was not clear what the Conservation Commission was doing or when it would adopt the regulations.

The Board asked questions about the effect of repealing the by-law. C. Karlson confirmed that if the Town repealed the by-law, and later wanted to re-enact the by-law, another article would have to go before a future Town Meeting. She reported that the Town Administrator L. Miller and T. Fay had been working on the article since January. T. Fay reported that the Conservation Commission likely would not act before April 1 and would continue to receive public input.

C. Karlson explained petitioners' articles automatically go forward to Town Meeting, and, therefore, a vote to insert the article was not necessary. D. Levine recommended the Board table the vote to take a position on the article.

Article (Y) Spencer Circle Street Acceptance C. Karlson reported that there had been no changes to the language for Article (Y) Spencer Circle Street Acceptance, sponsored by the Board of Public Works. Town officials had met with residents from the neighborhood in an effort to come to an agreement on the easement and on the additional work that was incomplete when the road was built 20 years ago. The residents submitted updated language to be reviewed by the DPW Director and then by Town Counsel. The Town would continue to negotiate with residents if needed. The Planning Board had given a recommendation back to the Board of Public Works. C. Karlson noted that the Board of Public Works had scheduled a meeting for Mar. 17, but the Chair had been clear that it would not hold the meeting if the language pertaining to the easement was not agreed to. C. Karlson recommended the Board vote to insert the article and table the discussion to support.

M. Antes moved, seconded by D. Levine, that the Board of Selectmen insert Article (Y) Spencer Circle Street Acceptance. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (X) Community Choice Aggregation C. Karlson noted Article (X) Community Choice Aggregation (CCA) language had changed and for the Board to review. L. Miller explained that through discussion with L. Anderson and the co-chairs of Energy & Climate Committee, the language changed in two ways. It includes broader language to authorize aggregation with other communities and it broadens the language with respect to contracts. The new language does not limit the CCA to just Massachusetts Renewable Energy Portfolio Standard (RPS I) but allows for any RPS. This would allow the Town to adapt in the event the state government, Massachusetts Department of Energy Resources (DOER) or the other executive office changed the program in any way, without the need for additional Town Meeting approval and without the need to start the process over with Department of Public Utilities (DPU). C. Karlson commented that the language about establishing a committee had been removed; the Town has an existing Energy & Climate Committee.

L. Miller noted that Town Meeting is voting to authorize the BoS to start the CCA process, which is about a two-year process, and not authorizing a specific contract that may result from that process.

D. Levine moved, seconded by M. Antes, that the Board of Selectmen insert and support Article (X) Community Choice Aggregation in the Town Meeting Warrant. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (FF) Finance Committee Appointed by the Moderator C. Karlson invited lead petitioner C. Plumb to discuss Article (FF) Finance Committee Appointed by the Moderator. C. Karlson noted that new language was submitted to the Town Clerk but was unavailable while it awaited certification of the petitioners' signatures. L. Miller reported that KP Law had not reviewed the new language on this article yet. L. Anderson noted that the title had been changed to incorporate all three sections of the article scope. C. Karlson recommended the Board table the topic until the new language is certified from the Town Clerk.

Article (A) Recognize Citizens and Employees for Particular Service to the Town C. Karlson reported that the names listed in the article were updated at the last meeting and had not changed since that time, but could change as new information became available.

Article (B) Pay Previous Fiscal Year Unpaid Bills L. Miller handed out Article (B), as the Town had identified two outstanding bills that were FY 2019 liabilities and would be funded with FY 2020 appropriations. C. Karlson reminded the Board it had not taken any action on the article, and noted the language was standard and had not changed, but if any additional liabilities became known before Town Meeting, then the article would be updated.

M. Antes moved, seconded by D. Levine, that the Board of Selectmen insert and support Article (B) Pay Previous Fiscal Year Unpaid Bills. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (C) Current Year Transfers L. Miller summarized how the respective funding sources would be used, a majority of which was \$320,000 that represented the Employee Mitigation Fund as a funding source to fund increased Health Insurance (32B) and General Insurance expenses in this fiscal year.

L. Anderson moved, seconded by M. Antes, that the Board of Selectmen insert and support Article (C) Current Year Transfers. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (D) Other Post-Employment Benefits (OPEB) Funding C. Karlson noted the Board had previously voted on the article pending the finalized amounts, which were now included in the supplemental packet.

Article (E) Personnel Bylaws and Wage & Classification Plan L. Miller noted that the Personnel Board would not meet until Feb. 20; the current language had been copied from two years prior when contracts were last expiring. L. Miller recommended the approval of the minimum wage adjustments. C. Karlson noted that the Finance Committee was looking for a magnitude of expense from the increase in minimum wage.

M. Antes moved, seconded by L. Anderson, that the Board of Selectmen insert and support Article (E) Personnel Bylaws and Wage & Classification Plan. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (F) Compensation for Town Clerk C. Karlson noted that last year the warrant listed two salaries, one salary for fewer than six years of service in that position, and a second salary for a Clerk with six or more years of service. An effort had been made to pair it with an existing salary chart. C. Karlson explained that the salary request is from the elected Town Clerk. L. Miller noted that the request had been submitted with a survey that outlined 251 other Town Clerk salaries in the Commonwealth. T. Fay asked the Board to be mindful of when all employees received increases and commented on the benefits employee retention has on institutional knowledge. He suggested the salary was too low and should be adjusted, but this may be too much of an adjustment. C. Karlson recommended that the Board vote to insert the article, but not take a position on the article until Feb. 24 after review of the salary.

L. Miller recommended that Town Meeting vote to treat this position as an N-8 position. C. Karlson noted this was not in the scope of the article as written and would consult with the Town Clerk.

L. Anderson moved, seconded by D. Levine, that the Board of Selectmen insert Article (F) Compensation for Town Clerk YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (G) FY 2021 Omnibus Budget C. Karlson recommended the Board act to insert the article.

M. Antes moved, seconded by L. Anderson, that the Board of Selectmen insert Article (G) FY 2021 Omnibus Budget YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (H) Fiscal Year 2021 Revolving Fund Expenditure Limits The Board took no action on Article (H) Fiscal Year 2021 Revolving Fund Expenditure Limits.

Article (I) Choose Town Officers C. Karlson reported that M. Antes is working to recruit volunteers for some roles. C. Karlson recommended inserting the article and updating the names as necessary.

Article (J) Hear Reports C. Karlson reported that she removed the Planning Board from the article because there are no articles on which the Planning Board would report. The Boards of Assessors and Community Preservation Committee remained part of the article.

L. Anderson moved, seconded by M. Antes, the Board of Selectmen insert and support Article (I) Choose Town Officers and Article (J) Hear Reports YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (K) Sell or Trade Vehicles and Equipment C. Karlson noted the Board had previously voted to insert and support the article. She noted that many items were listed which the Town may have an opportunity to trade and would require Town Meeting approval.

Article (L) Rescind Authorized but Unissued Debt C. Karlson recommended that the Board table any action on Article (L) because L. Miller and B. Keveny had reported to the Board there was no authorized but unissued debt in need of rescission.

M. Antes moved, seconded by D. Levine, that the Board of Selectmen vote not to insert Article (L) Rescind Authorized but Unissued Debt. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (M) Capital Stabilization Fund L. Miller reported that the updated language was included in the supplemental Board packet, and the article language intends to establish a Capital Stabilization Fund, not a request to fund.

L. Anderson moved, seconded by D. Levine, that the Board of Selectmen vote to insert and support Article (M) Capital Stabilization Fund YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0

Article (N) Accept Massachusetts General Laws Chapter 200A, Section 9A The Board took no new action on Article (N) Accept Massachusetts General Laws Chapter 200A, Section 9A.

Article (O) Allow Certain Contracts up to 5 Years D. Levine asked if Wayland was an anomaly by not allowing certain contracts up to five years. L. Miller answered that the Town of Wayland was an anomaly by not having any by-law directing length of contracts other than state law; many Towns have very specific contract lengths for different types of contracts; and because the Town has no by-law, it must default to three year contracts per state law. D. Levine would share that information with the liaison on the Finance Committee.

Article (P) Reallocate Previously Appropriated Funds for Community Center C. Karlson noted that the new language was included in the supplemental packet. M. Antes suggested using the acronym COA/CC to abbreviate Council on Aging/Community Center throughout the article and other minor edits.

M. Antes moved, seconded by T. Fay, that the Board of Selectmen vote to insert and support Article (P) Reallocate Previously Appropriated Funds for Community Center YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (R) Select Board/Town Manager Act C. Karlson noted the board had previously voted to insert and support this article at a meeting where D. Levine was absent, and wondered if the Board might re-open the topic and vote the question with the full attendance of the Board. D. Levine expressed support.

M. Antes moved, seconded by L. Anderson, that the Board of Selectmen vote to reconsider the Board's position on Article (R) Select Board/Town Manager Act YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

M. Antes moved, seconded by L. Anderson, that the Board of Selectmen vote to insert and support Article (R) Select Board/Town Manager Act YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (S) CPA – Set Asides and Transfers C. Karlson reported that the Community Preservation Committee chair had informed the Town Administrators’ office that the Community Preservation Act fund will receive more money from the state than first contemplated. As the article would set aside ten percent, the actual dollar amount in the article will increase. C. Karlson advised a new vote was not necessary.

Article (W) CPA – Accessibility Improvements for two Town Playgrounds C. Karlson provided an update to the Board. L. Miller, B. Doucette, K. Brenna, D. Levine and C. Karlson had attended a PTO meeting on the playground topic and had received a request to change the language of the article. L. Miller reported that language had not changed. There was a concern that the article language would restrict the funding to each school individually, but the language did not do that.

Article (AA) High School Athletic Complex Renovation – Part 3 Design. C. Karlson reported that the School Committee had re-voted and re-submitted the article, and had reduced the amount to \$200,000 for design only, pending the decision on the funding source from the Finance Committee; if the funds were in the recommended capital budget they intended to withdraw the article.

L. Anderson moved, seconded by D. Levine, that the Board of Selectmen vote to insert and support Article (AA) High School Athletic Complex Renovation – Part 3 Design YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

C. Karlson recommended that the Board table any action on petitioners’ articles (CC) Finance Committee Participation in Collective Bargaining; (DD) Limit the Carrying of Weapons in Town Building and to Town Events; (EE) Change Election Date; (FF) Finance Committee Appointed by the Moderator; Article (GG) Repeal the Chapter 193 of the Code of the Town of Wayland.

C. Karlson reminded the Board that Feb. 25 is the last date to submit the Finance Committee articles.

The Board reviewed the Town Meeting proposed schedule of articles. C Karlson suggested the Board send any revisions to L. Miller.

A14. Selectmen’s reports and concerns. T. Fay shared a recent issue of MIIA magazine included an article about an Information Officer, who managed the municipal social media presence and interactive communication methods, which may be of interest as the Board recently set a goal to improve communication. M. Antes mentioned a Feb. 20 breakfast and Municipal Cyber-Security Training presented by the Select Board Association in Needham; recommended that the next tax-insert included information regarding the 2020 US Census; and announced the Housing Trust approved an application for a second unit on Hammond Road. The matter will go before the Housing Partnership who could then recommend it to the Board sometime in March.

A15. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any. There were none.

A16. Adjourn D. Levine moved, seconded by L. Anderson, to adjourn the meeting at 9:58 p.m. YEA: L. Anderson, M. Antes, T. Fay, D. Levine, C. Karlson. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of February 10, 2020

1. Correspondence from Geoffrey Beckwith, Executive Director & CEO, MMA, dated February 4, 2020, re: MMA Legislative Breakfast Meetings
2. Article (B): Pay Previous Fiscal Year Unpaid Bills
3. Article (C): Current Year Transfers
4. Article (E): Personnel By-Laws and Wage and Classification Plan
5. Article (F): Compensation for Town Clerk
6. Article (K): Sell or Trade Vehicles and Equipment

7. Petitioner's Comments – Repeal Chapter 193 of the Code of the Town of Wayland received from Anette Lewis 2/10/2020
8. Petitioner's Article – Article (FF): Board of Selectmen to Prepare Budget; Moderator-appointed Finance Committee to Independently Review Warrant Articles, including Budget
9. Article (Z): Loker Turf Field
10. Draft of ATM 2020 Article Order
11. Information from CMG Environmental Services, dated February 10, 2020 re: Questions from a Citizen and CMG Responses regarding Loker Field (includes map of proposed Soccer Field and original email sent to Cherry Karlson, Chair, with the questions)
12. Ballot Question re: Exempt from the provisions of Proposition two-and-one-half, the amounts required for pay for the bonds issued in order to complete the roof replacement for Loker School

Items included as part of the Agenda Packet for discussion during the February 10, 2020 Board of Selectmen Meeting

1. Article List for 2020 Annual Town Meeting
2. Town of Wayland Other Postemployment Benefits Plan, GASB74 & GASB 75 Actuarial Valuation, with a Valuation Date of July 1, 2018; as of the Measurement Date of June 30, 2019; for the Reporting Date of June 30, 2019
3. Draft of article to see if the Town would vote to appropriate, borrow, or transfer from available funds the amount of \$4,300,684 to be expended under the direction of the Town Administrator and the Permanent Municipal Building Committee for the roof replacement at Loker Elementary School, at 47 Loker Street, Wayland, MA.
4. Article (D) – OPEB Funding
5. Article (H) – Fiscal year 2021 Revolving Fund Expenditure Limits
6. Article (M) – Capital Stabilization Fund
7. Article (W) – CPA – Accessibility Improvements for Two Town Playgrounds

CORRESPONDENCE

1. Hearing Notice, re: Finance Committee will be presenting its Draft FY21 Omnibus Budget Hearing on Thursday, February 13, 2020 beginning at 7:15 p.m. in the Wayland Town Building located at 41 Cochituate Road, Wayland, MA
2. Correspondence from Greg Franks, Sr. Manager, Government Affairs, Xfinity, to the Board of Selectmen, dated January 27, 2020, re: Changes in Pricing – Gaiam TV Fit & Yoga, Gaia, and Docurama
3. Flyer, re: League of Women Voters of Sudbury, Wayland, Weston and Concord-Carlisle invitation to the Twelfth Annual League of Women Voters Civics Bee on Sunday, March 8, 2020 at 2:00 p.m. at Lincoln-Sudbury Regional High School at 390 Lincoln Road, Sudbury, MA 01776.



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BOARD OF SELECTMEN
LEA T. ANDERSON
MARY M. ANTES
THOMAS J. FAY
CHERRY C. KARLSON
DOUGLAS A. LEVINE

DRAFT Meeting Minutes
BOARD OF SELECTMEN
Monday, February 24, 2020
6:30 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road, Wayland, MA

Attendance: Lea T. Anderson, Mary M. Antes, Thomas J. Fay, Cherry C. Karlson, Douglas A. Levine (arrived at 6:41 p.m.)

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

A1. Call to Order by Chair C. Karlson called the meeting of the Board of Selectmen to order at 6:32 p.m. in the Wayland Town Building Selectmen's Meeting Room when a quorum was present, and noted that the meeting would be broadcast and recorded for later broadcast by WayCAM.

A2. Enter into Executive Session Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with the New England Police Benevolent Association (NEPBA)/Wayland Police Officers Union (WPOU) Local 176; and Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2) (3) and (6) to review and approve the executive session minutes of February 3, 2020, and February 10, 2020; APPROVE AND HOLD: Executive Session minutes of February 3, 2020, and February 10, 2020.

At 6:32 p.m. Chair C. Karlson 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 with the New England Police Benevolent Association (NEPBA)/Wayland Police Officers Union (WPOU) Local 176; and Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2) (3) and (6) to review and approve the executive session minutes of February 3, 2020, and February 10, 2020 with the intent of approving and holding said minutes.

C. Karlson declared 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, T. Fay, C. Karlson. NAY: none. ABSENT: D. Levine. ABSTAIN: none. Adopted 4-0.

C. Karlson invited attendance by Louise Miller, Town Administrator and Elizabeth Doucette, Assistant Town Administrator.

At 6:52 p.m., the Board returned to open session. L. Miller left to attend the Finance Committee meeting.

A3. Review Agenda for Public; Announcements and Public Comment C. Karlson noted again that the meeting will be broadcast and recorded for later broadcast by WayCAM and reviewed the agenda for the public.

D. Bernstein, Glezen Lane, representing himself, recommended that the Board defer Article (R) Select Board/ Town Manager Act to the fall Special Town Meeting.

A. Foster, co-chair of the Recreation Commission, appeared before the Board to clarify that if the Loker Turf Field article were approved by Annual Town Meeting, the Recreation Commission would focus its five-year plan on rehabbing existing sites, not new field development in the next five years.

J. Sax, Willowbrook Drive, appeared before the Board to share information about vernal pools at the Loker site, and share an opinion on the potential forum hosted by the League of Women Voters on the Loker Field warrant article.

M. Lowery, Lakeshore Drive, representing himself, urged the Board to use the land at 195 Main Street for the Council on Aging /Community Center project.

D. Bouchard, accompanied by G. Bernard, R. Sherman (members of the Public Ceremonies Committee) and family members Werner Gossels and Bonnie Gossels, announced the inaugural C. Peter Gossels Good Government Award and requested the Board's permission to hang the plaque and photograph in Town Building.

A13.2. Consent: Review and vote to approve (see separate sheet); Item 2. Acknowledge Public Ceremonies Committee's Gossels Award and vote permission to hang the plaque and photograph in Town Building

L. Anderson moved, seconded by M. Antes, that the Board vote to remove the item "Acknowledge Public Ceremonies Committee's Gossels Award and vote permission to hang the plaque and photograph in Town Building" from the Consent Calendar in the Board Packet. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

T. Fay moved, seconded by D. Levine, to approve the item to Acknowledge Public Ceremonies Committee's Gossels Award and vote permission to hang the plaque and photograph in Town Building. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A4. Vote to approve Memorandum of Agreement with the New England Police Benevolent Association (NEPBA)/ Wayland Police Officers Union (WPOU) Local 176 C. Karlson announced that the Board would take no action on the topic at the meeting.

A5. Appointments:

Municipal Affordable Housing Trust - Interview and potential vote to appoint Luke Legere to a term ending June 30, 2020 The Board interviewed L. Legere and reviewed his résumé.

D. Levine moved, seconded by L. Anderson, to appoint L. Legere to the Municipal Affordable Housing Trust for a term ending June 30, 2020. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Wastewater Management District Commission - Interview and potential vote to appoint Michael Gitten to a term ending June 30, 2022 The Board interviewed M. Gitten and reviewed his résumé.

T. Fay moved, seconded by D. Levine, to appoint M. Gitten to the Wastewater Management District Commission for a term ending June 30, 2022. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

River Stewardship Council - Discussion and potential vote to appoint Mary Antes and Tom Sciacca to a term ending June 30, 2021 C. Karlson reported that both M. Antes and T. Sciacca have been serving on the River Stewardship Council, and suggested it would not be necessary to interview them.

D. Levine moved, seconded by L. Anderson, that the Board appoint T. Sciacca and M. Antes as alternate appointment to the River Stewardship Council for a term ending June 30, 2021. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A6. Select Board/Town Manager Special Act: Review, finalize and vote related documents, including Frequently Asked Questions, Executive Summary, and Special Act Overview; discuss next steps C. Karlson recommended that the Board review the materials in the packet and choose how the related documents should be shared with the public. Board members suggested clarifying edits, grammatical, and

typographical corrections. The Board agreed to include the Executive Summary, the FAQ and a link to the detailed summary in the warrant, post the detailed summary online, and additionally issue a press release with the Executive Summary at a later date.

A7. Annual Town Meeting (ATM) Articles: Review, discussion and vote Board position of ALL ATM articles; meet with article sponsors; discuss next steps, including the following:

Article (F) Compensation for Town Clerk C. Karlson explained that the Finance Committee voted not to support this article and sought more information to justify the compensation. She reported that more information was included in the packet and provided to the Finance Committee. She also reviewed a community salary comparison, and summarized the current Town Clerk's prior work experience.

T. Fay moved, seconded by L. Anderson, that the Board vote to adopt and recommend approval for the revised Article (F) Compensation for Town Clerk as included in the packet. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (B) Pay Previous Fiscal Year Unpaid Bills C. Karlson reported that there was now one outstanding liability.

Article (D) Other Post-Employment Benefits (OPEB) Funding C. Karlson noted a \$64 change in the language of the article, which was re-submitted to the Finance Committee.

Article (E) Personnel Bylaws and Wage & Classification Plan C. Karlson noted that the Personnel Board would meet again on Feb. 25 to vote on this article.

Article (G) FY 2021 Omnibus Budget No action was taken as the Finance Committee has not finalized the budget.

Article (I) Choose Town Officers C. Karlson commented that M. Antes worked to identify more volunteers and updated the names in the article.

Article (J) Hear Reports C. Karlson reported that the Moderator requested that the Board add the Public Ceremonies Committee report to this list for Town Meeting.

Article (P) Reallocate Previously Appropriated Funds for Community Center C. Karlson reported that the Finance Committee voted to defer taking a position until Town Meeting. The Board had also deferred its recommendation until L. Miller could give an update.

Article (Y) Spencer Circle Street Acceptance C, Karlson reported that discussions with Spencer Circle residents are ongoing and productive. L. Anderson moved, seconded by D. Levine, that the Board of Selectmen defer a position on Article (Y) Spencer Circle Street Acceptance until Town Meeting. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (X) Community Choice Aggregation L. Anderson mentioned that Article (X) Community Choice Aggregation language was completed and there was nothing new to add.

Article (AA) High School Athletic Field Complex Renovation – Part 3 C. Karlson reported the Board was waiting for a write-up from the Finance Committee.

Article (Z) Loker Turf Field C. Karlson reported that the Board had a redlined version of the warrant article in the packet. T. Fay stated that he agreed with the changes, and noted it was still unclear when the PMBC and Conservation Commission would have more information on the article. T. Fay reported that the League of Women Voters agreed to hold a separate article forum for this warrant article to allow questions to be answered. The details are still being worked out.

L. Miller returned from the Finance Committee meeting.

Article (DD) Limit Carrying of Weapons in Town Building and to Town Events The Board invited J. Nedzel, Pequot Rd, to join the discussion. J. Nedzel urged the Board to vote to not recommend approval by Town Meeting. C. Karlson noted that the petitioner had not appeared before the Board but was invited to discuss the article. D. Levine noted that an essentially identical article failed at the last Town Meeting by a

vote of almost two to one, there are existing laws in place, and he would not support the article. T. Fay concurred. D. Levine reported that the Finance Committee deferred its vote to take a position on the article, as there was no direct financial impact.

D. Levine moved, seconded by M. Antes, that the Board support Article (DD) Limit Carrying of firearms or dangerous weapons YEA: none. NAY: M. Antes, T. Fay, C. Karlson, D. Levine. ABSENT: none. ABSTAIN: L. Anderson. The motion failed 0-4-1.

Article (FF) BoS to Prepare Budget; Moderator Appointed Finance Committee to Review Articles and Budget The Board invited lead petitioners C. Plumb, Bald Rock Rd. and G. Harris, Holiday Rd., to summarize the intent of the article. G. Harris explained the intent was to change the Town bylaw in three ways. First to amend Section 19-1 to have the moderator appoint the Finance Committee publicly, which removes the authority from the Selectmen; amend Section 19-2 to change the responsibility to produce and present a budget to Town Meeting from the Finance Committees to the Selectmen; and to make minor changes to the wording of 19-3. G. Harris reported that the petitioners are considering just moving forward with the amendment to Section 19-1, and recommended the Board take a position on the article as written with three parts, and a vote with just the amendment to Section 19-1. G. Harris reported that Wayland is one of the only Town's that operates this way. C. Karlson asked if any of those communities were Aaa communities. G. Harris would find out. T. Fay stated his preference for a five-person committee to appoint the Finance Committee rather than a single person. C. Karlson agreed there was a need to re-write Section 19. L. Anderson stated agreement with the need to re-write the section, but to do it systematically and not amend the bylaw piecemeal.

T. Fay moved, seconded by L. Anderson, that the Board of Selectmen vote to recommend supporting Article (FF) Board of Selectmen to Prepare Budget; Moderator Appointed Finance Committee To Independently Review Warrant Articles Including Budget. YEA: none. NAY: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. ABSENT: none. ABSTAIN: none. The motion failed 0-5.

T. Fay moved, seconded by L. Anderson, that the Board of Selectmen vote to recommend approval of the first section of Article (FF) Moderator Appointed Finance Committee with the amendment to support only Section 19-1. In discussion, D. Levine noted his intent to abstain because he needed more information. M. Antes stated her opposition to the piecemeal approach. C. Karlson stated she felt the Board should consider the approach Collins proposed. YEA: none. NAY: L. Anderson, M. Antes, T. Fay, C. Karlson. ABSENT: none. ABSTAIN: D. Levine. The motion failed 0-4-1.

Article (GG) Repeal Chapter 193 of the Code of Town of Wayland C. Karlson reported that the lead petitioner would be meeting with the Conservation Commission and the Board at the March 9th meeting.

T. Fay moved, seconded by D. Levine, that the Board of Selectmen vote to defer the recommendation of Article (GG) Repeal Chapter 193 of the Code of the Town of Wayland. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Article (EE) Change Election Date T. Fay reported that the Finance Committee identified problems with the article and was not supportive of the article. T. Fay noted approval of the article would cost money, with little benefit, and cause logistical problems. C. Karlson reported there were unintended consequences.

T. Fay moved, seconded by L. Anderson, that the Board of Selectmen vote to approve and support Article (EE) Change Election Date. YEA: none. NAY: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. ABSENT: none. ABSTAIN: none. The motion failed 0-5.

Article (CC) Finance Committee Participation in Collective Bargaining C. Karlson reported that the petitioners had asked the Moderator about potential language changes on Town Meeting floor. M. Lowery, petitioner, explained that the Moderator would require explanation of language changes. C. Karlson clarified that the Board would have to vote support of the language as it was before them and recommended the Board not support the article. C. Karlson reported that the Personnel Board voted unanimously not to support the change and the School Committee would discuss the topic on Feb. 24. Town Counsel opined that Town Meeting could not compel the Board or School Committee to designate the Finance Committee to participate in collective bargaining.

T. Fay moved, seconded by D. Levine, that the Board of Selectmen vote to recommend approval of Article (CC) Finance Committee Participation in Collective Bargaining. YEA: none. NAY: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. ABSENT: none. ABSTAIN: none. The motion failed 0-5.

A8. Annual Town Meeting: Discuss and vote order of articles in Annual Town Meeting Warrant The Board reviewed the warrant articles to be moved with the abbreviated procedure, the proposed schedule of Town Meeting articles, and discussed the anticipated timing of articles.

T. Fay moved, seconded by L. Anderson, that the Board of Selectmen vote to support the draft order of Annual Town Meeting Articles as included in the Board packet. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A9. Board of Selectmen Goals for FY 2020-2021: discuss and finalize, including: Communication: discuss changes to meeting packet information; Economic Development: discussion of Route 20 development, River's Edge and MassDOT grant L. Miller reported that the Town Administrator's Office is working on using a different format in Adobe Acrobat for the Board packet to make it more navigable. The Board handouts would be included in the web version of the packet. L. Miller reported that the Town might be eligible for a grant for the Route 20 development that may help the process. C. Karlson shared a draft of the Boards' goals and a press release to share the goals with the public.

A10. 2020 Census: Initial Boundary Validation Program: review data and vote to sign and submit response C. Karlson recommended that the Board authorize the Chair to sign and submit the document included in the packet. The U.S. Census Bureau invited the Highest Elected Official to review the Census Bureau's boundary data to ensure the information is correct.

M. Antes moved, seconded by D. Levine, that the Board of Selectmen vote to authorize the Chair to sign and submit the U.S. Census form included in the Board packet. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A11. Town Administrator's Report and Updates:

Council on Aging/Community Center RFP Update and establishment of Review Committee L. Miller explained that as part of the RFP process a review community had been established to review the proposals and that under Chapter 30 the proposals must remain confidential until the Town reached an award decision.

Rivers Edge L. Miller reported that she signed the Town's intent to allow River's Edge to use the access road, a requirement of MassDOT; ratification of this action is on the Consent Calendar. The Town will need to sign an easement agreement.

School Bus Parking L. Miller noted that the MassDOT is closing on the property in Sudbury in early April. The Town Planner is working with Herb Chambers to request an additional year to park on the property, but a location on Route 27 in Natick, and another in Concord are alternate options.

Permitting Request for Proposals L. Miller stated that the RFP would be issued this week, and she anticipated that the responses would be opened before Town Meeting.

Verizon Cell Tower Update L. Miller reported the Town is in litigation; a resident had sued the Zoning Board of Appeals and she expected the matter to be in Land Court for a significant amount of time. The Town should not anticipate a cell tower in this location in the near future.

West Suburban Health Update L. Miller reported that the increases to FY 2021 health insurance are not as high as the Town had budgeted, and she expected final numbers soon.

Treasury Department Update L. Miller explained that the consent calendar includes ratification of two contracts to provide personnel in the Treasury Department to cover the basic functions and prepare procedure manuals. The vacant position is posted.

A12. Minutes: Review and vote to approve minutes of February 3, 2020, February 10, 2020, and February 13, 2020 L. Anderson moved, seconded by M. Antes, the Board of Selectmen vote to approve the

meeting minutes of February 3, 2020 and February 13, 2020. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

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

1. Vote the question of approving and signing the weekly payroll and Expense warrants.
2. Acknowledge Public Ceremonies Committee's Gossels Award and vote permission to hang the plaque and photograph in Town Building.
3. Ratify Town's intent to allow River's Edge access to Transfer Station Access Road.
4. Vote the question of approving the request to hold the Annual "Pam's Run" on Sunday, October 18, 2020, beginning at 10:00 am at the Claypit Hill School.
5. Vote to accept the \$10,000 gift from the Middlesex Savings Charitable Foundation to the Wayland Police Department.
6. Vote to accept the \$10,000 gift from the Middlesex Savings Charitable Foundation to the Wayland Fire Department.
7. Vote to Ratify Louise Miller, Town Administrator's signature on the Clifton Larson Allen contract re: review of the cash reconciliation process as of December 31, 2019.
8. Vote to Ratify Louise Miller, Town Administrator's signature on the Clifton Larson Allen contract re: performing certain duties of those of an assistant Treasurer/Collector.
9. Vote the question of approving one (1) sandwich board to be displayed from May 18, 2020 to May 25, 2020 at the following location: Old Connecticut Path and Cochituate Road (Five Paths) promoting the Boy Scout Troop 1's Memorial Day Pancake Breakfast on May 25, 2020 at St. Zepherins.
10. Vote the question of approving and signing Contract Agreement no. 20-1069 with TBA Architect, Inc. for professional design services for renovations at Wayland Town Building and Loker School at a cost of \$115,000, to cover design services.
11. Vote the question of approving and signing Agreement no. # 20-1019 with Pamet Software, LLC. at a cost of \$27,586, to cover annual software license, maintenance, and support.
12. Vote the question of approving and signing Contract no 20-2016 with Dynamic Janitorial Cleaning, Inc. at a cost of \$26,578, for the provision of janitorial services.
13. Vote the question of approving and signing Contract no. 20-1057 with Sudbury Valley New Horizons Music, Inc. at a cost of \$30,000 provided by the Recreation Department, to cover the Adult Music Orchestra and Band Program.
14. Vote to approve expenditure of \$23,000 from the Conservation Gift Account for implementation of the habitat management recommendations prepared by Mass Audubon in the Cow Common Land Management Plan, dated June 2018.

C. Karlson noted that the Board had acted on item 2 earlier in the meeting and suggested the Board table item 14 to a future meeting. T. Fay moved, seconded by L. Anderson, that the Board of Selectmen vote to approve the Consent Calendar in the Board Packet, as amended. YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A14. Correspondence Review. The Board reviewed correspondence included in the Board Packet.

A15. Selectmen's reports and concerns. M. Antes announced early voting.

A16. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any. There were none.

A17. Adjourn T. Fay moved, seconded by D. Levine, to adjourn the meeting at 10:15 p.m. YEA: L. Anderson, M. Antes, T. Fay, D. Levine, C. Karlson. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of February 24, 2020

1. Article F: Compensation for Town Clerk

2. Article Y: Spencer Circle Street
3. Article Z: Loker Turf Field
4. Article CC: Finance Committee involvement in Collective Bargaining
5. Article DD: Limit Carrying of Firearms or Dangerous Weapons
6. Article EE: Change Election Date
7. FTEs 2021 for approval
8. Wages for Warrant 2020 for approval
9. Recreation Minimum Wage Warrant Update for 2020
10. Press Release BoS Goals for 2020

Items included as part of the Agenda Packet for discussion during the February 24, 2020 Board of Selectmen Meeting

1. Town of Wayland Board/Committee Appointments Status as of February 19, 2020
2. Cover letter and CV for Luke Legere
3. Cover letter and CV for Mike Gitten
4. Article List for 2020 Annual Town Meeting: Article A to GG
5. ATM 2020 Article Order draft as of 02-24-2020
6. US Census Bureau Cover letter and application for the 2020 Initial Boundary Validation Program (BVP)
7. Draft of Board of Selectmen Meeting Minutes held on 02-03-2020
8. Draft of Board of Selectmen Meeting Minutes held on 02-13-2020

CORRESPONDENCE

1. Correspondence from Louise Miller, Town Administrator, to Anna Ludwig, Town Clerk, dated February 14, 2020 re: Ballot Question and vote certification on whether the Town was exempt from provisions of Proposition two-and-one-half to pay for the bonds issued in order to complete the roof replacement at Loker Elementary School.
2. Correspondence from Paul A Church, Wayland Citizens for Strict Enforcement of Immigration Laws, to U.S. Department of Justice, Copy to Louise Miller, Town Administrator, re: committee's concern regarding the Town of Wayland's resolution identifying Wayland as a welcoming community for undocumented immigrants.
3. Correspondence from Greg Franks, Xfinity Comcast Senior Manager to Wayland Board of Selectmen, Copy to Department of Telecommunications and Cable, dated February 10, 2020 re: Form 500 distribution for 2019 which consists of customer video service related issues within community and how Comcast responded, included the time taken to resolve the complains.
4. Correspondence from Elizabeth Salerno, Board of Registrars, to Board of Selectmen, Copies to Anna Ludwig, Town Clerk, John Toto, Chairman, Republican Town Committee, and Virginia Gardner, dated February 10, 2020 re: retirement letter for her position in the Board of Registrars.
5. Correspondence from Anna Ludwig, Town Clerk, to John Toto, Chairman, Republican Town Committee, copies to Board of Selectmen, dated February 13, 2020 re: Elizabeth Salerno's resignation notice and letter to the Board of Registrar and recommendation from Elizabeth Salerno of Virginia Gardner as replacement.
6. Monthly Police Department report from Patrick Swanick, Chief of Police, to Board of Selectmen, dated February 10, 2020 re: Monthly Report – January 2020
7. Wayland Board of Health Director's Report from Julia Junghanns, Director of Public Health to Board of Selectmen, Dated February 10, 2020 re: Director's report
8. Correspondence from John K McCarthy, Executive Director, Massachusetts Building Authority to Louise Miller, Town Administrator, dated February 13, 2020 re: vote of approval notice for the Proposed Accelerated Repair Project for a partial roof replacement project at the Loker School.

BOARD OF SELECTMEN
Monday, March 9, 2020
6:45 p.m.
Wayland Town Building
Planning Board Room
41 Cochituate Road, Wayland, MA

PROPOSED AGENDA – PAGE 3

CONSENT CALENDAR

1. Vote the question of approving and signing the weekly payroll and expense warrants.
2. Vote to accept gift in the amount of \$1,350 from John Darack for the purpose of installing a memorial bench located at the Cochituate ball field.
3. Vote to approve expenditure of \$23,000 from the Conservation Gift Account for implementation of the habitat management recommendations prepared by Mass Audubon in the Cow Common Land Management Plan, dated June 2018.
4. Vote to approve list of expenditures from Fire Department on use of \$10,000 gift from Middlesex Charitable Foundation to the Wayland Fire Department.
5. Vote to approve the execution of the HUD Annual Contributions Amendment for 2020 Capital Fund Program (CFP) Funding in the amount of \$360,167.
6. Vote the question of approving and signing Contract Agreement no. 20-1061 with Clinical 1 for Emergency Medical Supplies in the amount of \$27,055.29.
7. Vote the question of approving and signing Contract Agreement no. 20-1065 with Thistle Communications for audio visual services at the Annual Town Meeting at a cost of \$29,990.
8. Vote the question of approving and signing Contract Agreement no. 20-2023 with Nocella Landscaping & Paving for a one year contract with two 1-year options to renew at a three-year cost estimate of \$1,260,900 for Roadway Reconstruction.
9. Vote the question of approving and signing Contract Agreement no. 20-2028 with Prowler Water Conservation Systems, LLC for a Leak Detection Survey at a cost of \$9,894.
10. Vote the question of approving and signing Task Order no. 13 on Contract Agreement no. 18-2003 with TEC, Inc. – The Engineering Corp for the provision of Stonesbridge Army Corps Permitting Assistance Services at a cost not to exceed \$8,000.

RECEIVED

MAR 02 2020

Board of Selectmen
Town of Wayland

John Darack
96 Lakeshore Drive
Wayland, MA 01778
dpisland@gmail.com

February 28, 2020

Wayland Board of Selectmen
41 Cochituate Rd.
Wayland, MA 01778
Attn: Seath Crandall

Re: Donation of a memorial bench to be located at the Cochituate ball field

Dear Members of the Board,

I am writing as a representative of a group of friends who would like to donate a bench to honor the memory of our colleague in the Eastern Mass Senior Softball League who passed away last year. Louise Felton was a strong influence in a league largely dominated by men. Placing this bench near her right field position at the corner field will serve as a constant reminder of her long-term presence to those of us who remember her fondly.

Discussions with the Recreation Department and Cherry Karlson have led us to you to make our formal request and offer this gift to the Town. We have raised the funds, \$1350.00, which we have been quoted by Ms. Karlson on January 7, as the amount to cover the cost of purchasing and installing the bench with a bronze memorial plaque. My personal check in that amount is enclosed.

We would like the plaque to read as follows:

In Memory of Louise Felton
Outstanding Teammate, Player and Friend
A Driving Force in EMASS Senior Softball 2005-2019

It is our hope that you will be able to attend to this matter as soon as possible, so that the bench might be in place by the start of our season in early May.

Sincerely,



John Darack



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
THOMAS J. FAY
CHERRY C. KARLSON
DOUGLAS A. LEVINE

DATE: February 24, 2020
TO: Board of Selectmen
FROM: Elizabeth Doucette, Assistant Town Administrator
SUBJECT: Conservation Department Request to Expend \$23,000 Gift Funds

The Board of Selectmen approved the Conservation Department's September 2017 request to expend \$6,000 to engage Mass Audubon for provision of a Cow Common management plan. At this time, the Conservation Department is requesting to expend \$23,000 from the Conservation Gift Account to implement the habitat management recommendations prepared by Mass Audubon in the Cow Common Land Management Plan, dated June 2018.

The Conservation Gift Account is funded through various donations including \$35,000 provided to the Town in 2008 per the Twenty Wayland developer agreement, pursuant to M.G.L. c. 44, §53A, to be used for the improvement, management and maintenance of the Town-owned conservation land known as "Cow Common".



TOWN OF WAYLAND
MASSACHUSETTS
01778
CONSERVATION COMMISSION

TOWN BUILDING
41 COCHITUATE ROAD
TELEPHONE: (508) 358-3669
FAX: (508) 358-3606

DATE: February 19, 2020
TO: Board of Selectman; Louise Miller
FROM: Linda Hansen, Conservation Department Director
SUBJECT: Conservation Gift Account spending

The Conservation Department is requesting \$23,000 from the Conservation Gift Account (account #24171100) for the implementation of the habitat management recommendations prepared by Mass Audubon in the Cow Common Land Management Plan (June 2018, see attached). The \$35,000 donated to this gift account is earmarked for this work.

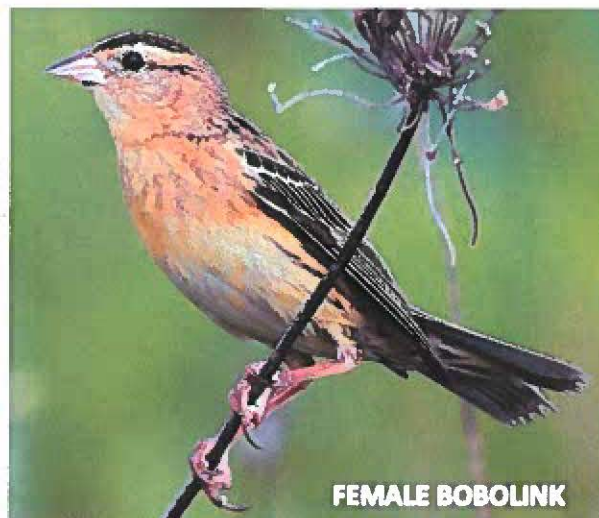
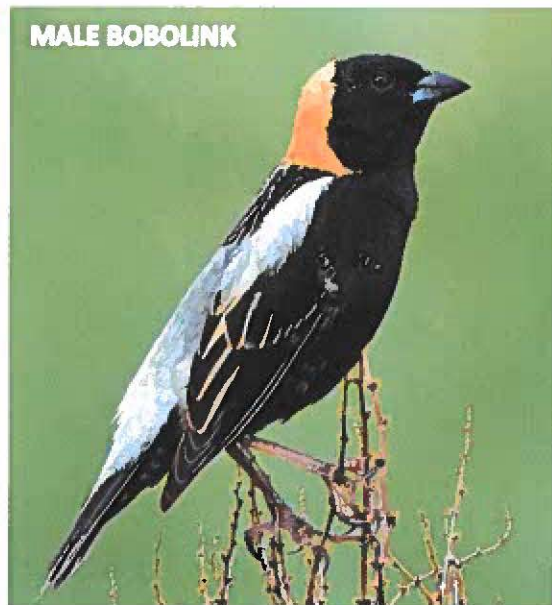
The requested funds will be used to hire Stumpy's Tree Service to remove and chip 65 trees from a 1.2 acre hedge at Cow Common Conservation Area (see attached aerial photo) and to purchase native seed mixes and general supplies to restore the area to grassland habitat. The goal of this work is to improve and expand existing grassland habitat at Cow Common in an effort to facilitate additional nesting habitat for Bobolinks, a federally protected species under the Migratory Bird Treaty Act.

Using the existing master service agreement between the Town of Wayland and Stumpy's Tree Service, the removal and chipping of the 65 trees was quoted at \$10,900. A portion of the balance, approximately \$8,100 out of the requested \$23,000 will be used to covert the hedge to grassland habitat through the purchase native seed mixes and supplies such as, but not limited to straw for ground cover, fencing and stakes, soil amendments, and tools such as a seed spreader or post driver. Staff have been actively implementing a number of the short and long term recommendation and are currently removing the invasive shrubs from the hedgerow.

The remaining \$4,000 requested from the gift account will be used to mitigate for the removal of the trees by constructing a wetland in the vicinity of the current cart path and restoring the western boundary of Cow Common back to shrubland. The current cat path captures surface runoff from Old Sudbury Road and Glezen Lane. The constructed wetland will be used to manage stormwater runoff by directing water to a low-lying wetland.

The Twenty Wayland development agreement dedicated \$35,000 to Cow Common Conservation Area. In September 2017, the BOS approved the preparation of the Cow Common Land Management Plan at a cost of \$6,000. The Conservation Department is requesting \$23,000 for the implementation of the long-term recommendations in this plan. The remaining \$6,000 (of the original \$35,000) will be used on maintenance of the grassland habitat and future land management projects at Cow Common.

BOBOLINKS



Brief Bobolink Facts

- Each year, bobolinks travel between their winter range in the Pampas region of South America to their summer breeding habitat in North America, a round trip journey of 12,500 miles.
- Migrating bobolinks orient themselves to the Earth's magnetic field using iron oxide in bristles located in their olfactory bulb.
- Since 1966, bobolink populations have declined by 65% and are listed as a species at risk of extinction if no significant conservation action is taken.
- The greatest threat to the survival of bobolinks as a species is the loss of breeding habitat in North America. Bobolinks use fields and meadows to nest and raise their young, but as land-use changes from rural to suburban, viable breeding habitat becomes increasingly scarcer. By improving the quality of the remaining meadows and fields, conservation efforts can help make the difference between the extinction and survival of a species.

Bobolink Resources

- The Cornell Lab of Ornithology
<https://www.allaboutbirds.org/guide/Bobolink/overview#>
- The National Audubon Society
<https://www.audubon.org/field-guide/bird/bobolink>
- The Bobolink Project
<https://www.bobolinkproject.com/index.php>
- The State of the North America's Birds 2016
https://www.stateofthebirds.org/2016/#_ga=2.35505377.1504811393.1580476307-22375678.1580476304
- Mass Audubon
<https://www.massaudubon.org/our-conservation-work/wildlife-research-conservation/grassland-birds>



Wayland, MA

1 inch = 225 Feet



February 12, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Wayland Fire Department


Middlesex Savings Bank - \$10,000 gift

Expenditures

<u>Category</u>	<u>Item</u>	<u>Quantity</u>	<u>Cost</u>	<u>Total</u>
Equipment	Defibulator (AED)	2	\$ 1,900.00	\$ 3,800
Equipment	Pads for AED's	2	\$ 190.00	\$ 380
Fire Prevention	Smoke detectors	50	\$ 15.41	\$ 771
Fire Prevention	CO Detectors	50	\$ 20.00	\$ 1,000
Fire Prevention	CO Detectors	20	\$ 30.00	\$ 600
Fire Prevention	Fire Extinguishers	4	\$ 120.00	\$ 480
Fire Prevention	Educational Supplies			\$ 1,000
Public Education	CPR equipment/supplies			\$ 600
Public Education	CPR Books/cards			\$ 300
Fire Department	Incident Command board	1	\$ 1,070.00	\$ 1,070
	Total			\$ 10,001

Wayland Housing Authority
106 Main Street
Wayland, MA 01778

Memo

To: Louise Miller, Wayland Town Administrator
From: Brian Boggia, WHA Executive Director 
Date: June 4, 2019
Re: HUD Capital Fund Program Annual Contributions Amendment

REQUESTED ACTION:

EXECUTE THE HUD ANNUAL CONTRIBUTIONS AMENDMENT FOR 2020 CAPITAL FUND PROGRAM FUNDING.

BACKGROUND

The WHA has been approved for a HUD grant in the amount \$260,167 from the HUD Capital Fund Program (CFP) for fiscal year 2020. These funds will be used for capital improvements at WHA federal properties as per the WHA five-year plan. Attached is a draft preliminary budget showing grant expenditures..

Under Massachusetts State Law (M.G.L.c.121B Sec.11), Housing Authorities (HA) are required to obtain the signature of the local approving official and the seal of their town when executing an Annual Contributions Contract (ACC) Amendment.

Next Steps

The endorsement by the local approving official and seal is necessary in order for the WHA to receive these funds. Enclosed are three original Annual Contribution Contracts (ACC). Please sign, seal, and attest three original documents. The Town should retain a copy for its records and return two (2) signed and sealed copies to the WHA. Please process this contract at your earliest convenience. Please let me know if you have questions or require further clarification.

2020 Capital Fund

**Capital Fund Program
(CFP) Amendment
To The Consolidated Annual Contributions
Contract (form HUD-53012)**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Whereas, (Public Housing Authority) Wayland Housing Authority MA101 (herein called the "PHA")
and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into Consolidated Annual Contributions
Contract(s) ACC(s) Number(s) (On File) dated (On File)

Whereas, in accordance with Section 235 of Public Law 116-94, Division H, Title II,

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out development, capital and management activities at existing public housing projects in order to ensure that such projects continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. HUD will provide a revised ACC Amendment authorizing such additional amounts.

\$ \$260,167.00 for Fiscal Year 2020 to be referred to under Capital Fund Grant Number MA01P10150120
PHA Tax Identification Number (TIN): On File DUNS Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number _____

Now Therefore, the ACC(s) is (are) amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for development, capital and management activities of PHA projects. This CFP Amendment is a part of the ACC(s).
2. The PHA must carry out all development, capital and management activities in accordance with the United States Housing Act of 1937 (the Act), 24 CFR Part 905 (the Capital Fund Final rule) as well as other applicable HUD requirements, except that the limitation in section 9(g)(1) of the Act is increased such that of the amount of CFP assistance provided for under this CFP amendment only, the PHA may use no more than 25 percent for activities that are eligible under section 9(e) of the Act only if the PHA's HUD-approved Five Year Action Plan provides for such use; however, if the PHA owns or operates less than 250 public housing dwelling units, such PHA may continue to use the full flexibility in section 9(g)(2) of the Act.
3. The PHA has a HUD-approved Capital Fund Five Year Action Plan and has complied with the requirements for reporting on open grants through the Performance and Evaluation Report. The PHA must comply with 24 CFR 905.300 of the Capital Fund Final rule regarding amendment of the Five Year Action Plan where the PHA proposes a Significant Amendment to the Capital Fund Five Year Action Plan.
4. For cases where HUD has approved a Capital Fund Financing Amendment to the ACC, HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee within 3 days of the due date.
5. Unless otherwise provided, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the Act and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.
6. Subject to the provisions of the ACC(s) and paragraph 3, and to assist in development, capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.

7. The PHA shall continue to operate each public housing project as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for each public housing project or portion thereof and for a period of forty years after the last distribution of CFP assistance for development activities for each public housing project and for a period of ten years following the last payment of assistance from the Operating Fund to each public housing project. Provided further that, no disposition of any project covered by this amendment shall occur unless approved by HUD.
8. The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this CFP Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.
9. Implementation or use of funding assistance provided under this CFP Amendment is subject to the attached corrective action order(s).
(mark one) : Yes No
10. The PHA is required to report in the format and frequency established by HUD on all open Capital Fund grants awarded, including information on the installation of energy conservation measures.
11. If CFP assistance is provided for activities authorized pursuant to agreements between HUD and the PHA under the Rental Assistance Demonstration Program, the PHA shall follow such applicable statutory authorities and all applicable HUD regulations and requirements. For total conversion of public housing projects, no disposition or conversion of any public housing project covered by these terms and conditions shall occur unless approved by HUD. For partial conversion, the PHA shall continue to operate each non-converted public housing project as low-income housing in accordance with paragraph 7.
12. CFP assistance provided as an Emergency grant or a Safety and Security grant shall be subject to a 12 month obligation and 24 month expenditure time period. CFP assistance provided as a Natural Disaster grant shall be subject to a 24 month obligation and 48 month expenditure time period. The start date shall be the date on which such funding becomes available to the PHA for obligation. The PHA must record the Declaration(s) of Trust within 60 days of the effective date or HUD will recapture the grant funding.

The parties have executed this CFP Amendment, and it will be effective on 3/26/2020. This is the date on which CFP assistance becomes available to the PHA for obligation.

U.S. Department of Housing and Urban Development	PHA (Executive Director or authorized agent)
By _____ Date: _____	By _____ Date: _____
Title _____	Title _____

**2020 Capital Fund Program
(CFP) Amendment—page 2
To The Consolidated Annual Contributions Contract
(form HUD-53012)**

(SEAL)
Attest:

TOWN/CITY _____

BY: _____

TITLE:

DATE: _____

2020 Capital Fund

**Capital Fund Program
(CFP) Amendment
To The Consolidated Annual Contributions
Contract (form HUD-53012)**

U.S. Department of Housing
and Urban Development
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\$ 260,167.00 for Fiscal Year 2020 to be referred to under Capital Fund Grant Number MA01P10150120
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9. Implementation or use of funding assistance provided under this CFP Amendment is subject to the attached corrective action order(s).
(mark one) : Yes No
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U.S. Department of Housing and Urban Development By _____ Date: _____	PHA (Executive Director or authorized agent) By _____ Date: _____
Title _____	Title _____

**2020 Capital Fund Program
(CFP) Amendment—page 2
To The Consolidated Annual Contributions Contract
(form HUD-53012)**

(SEAL)
Attest:

TOWN/CITY _____

BY: _____

TITLE:

DATE: _____

2020 Capital Fund

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(CFP) Amendment
To The Consolidated Annual Contributions
Contract (form HUD-53012)**

U.S. Department of Housing
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U.S. Department of Housing and Urban Development By _____ Date: _____	PHA (Executive Director or authorized agent) By _____ Date: _____
Title _____	Title _____

**2020 Capital Fund Program
(CFP) Amendment—page 2
To The Consolidated Annual Contributions Contract
(form HUD-53012)**

(SEAL)
Attest:

TOWN/CITY _____

BY: _____

TITLE:

DATE: _____

**TOWN OF WAYLAND, MASSACHUSETTS
AGREEMENT**

**CONTRACT NO. 20-1061
EMERGENCY MEDICAL SERVICES (EMS) SUPPLIES**

THIS AGREEMENT made this _____ day of _____, 2020 by and between the TOWN of Wayland, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 41 Cochituate Road, Wayland, Massachusetts, hereinafter referred to as the “TOWN”, and **Clinical 1**, having a usual place of business at **65E Mathewson Drive, Weymouth, MA 02189**, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the provision of **Emergency Medical Services Supplies** hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal, **dated February 24, 2020**, to perform the work required to complete the Project; and

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

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

1. **CONTRACT DOCUMENTS**. The Contract Documents consist of this Agreement, the Request for Price Quotes 20-1061-IFQ, **dated February 10, 2020**, and the CONTRACTOR’s Proposal, **dated February 24, 2020**. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK**. The Work consists of provision of **Emergency Medical Services Supplies**, as more fully described in the Contract Documents as defined above.
3. **TERM OF CONTRACT**. This Agreement shall be in effect from the above date of agreement and shall expire on **March 1, 2023**, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION**.
 - A. The TOWN shall pay the CONTRACTOR for the performance of the actual services performed, in strict accordance with the Contract Documents, for a total estimated contract price not to exceed **\$27,055.29**, unless authorized to do so by the Town.

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

<u>General Liability</u>	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence
<u>Automobile Liability</u>	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

- B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

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

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

terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**CONTRACT NO. 20-1061
EMERGENCY MEDICAL SERVICES SUPPLIES**

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 the date indicated above.

AGREED:

TOWN OF WAYLAND, MASSACHUSETTS
(Owner)

Town of Wayland, by its Board of Selectmen

_____ Date: _____
Cherry C. Karlson, Chair

_____ Date: _____
Lea T. Anderson

_____ Date: _____
Mary M. Antes

_____ Date: _____
Thomas J. Fay

_____ Date: _____
Douglas A. Levine

CONTRACTOR: Clinical 1

By _____ Date: _____

(Name)

(Title)

(Address)

(City and State)

(email address)

**CONTRACT AGREEMENT NO. 20-1061
EMERGENCY MEDICAL SERVICES SUPPLIES**

Approved as Project Manager:

By _____ Date: _____
Neil McPherson, Fire Chief

Approved as Chief Procurement Officer:

By _____ Date: _____
Louise L. E. Miller, Town Administrator

Approved as to Form:

By _____ Date: _____
KP Law, P.C., Town Counsel

In accordance with 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.

By _____ Date: _____
Brian, Keveny, Director of Finance

Appropriation No.

Purchase Order No.

EMS Supply List for Wayland Fire Department
(estimated quantities)

Item #	Description	Min. Qty	Yrly Amnt Used	Unit Price	Total Cost
ME-MDS090730H	Alcohol Prep Pads, Medium, 2 Ply, 200/Box.	1 BX	4	\$3.51	\$14.05
ME-NON260201Z	Tape, Transpore, 1 inch, 12/Box	1 BX	1	\$13.87	\$13.87
ME-NON270101Z	Tape, Cloth/Silk Curad, 1 Inch, 12/Box	1 BX	1	\$16.87	\$16.87
ME-NON270102Z	Tape, Cloth/Silk Curad, 2 Inch, 6/Box	1 BX	2	\$16.87	\$33.73
ME-MPH1550Z	Evencare G2, Glucose Test Strips, 50/Box	2 BX	24	\$25.00	\$599.94
ME-MPHSAFETY28Z	Lancet, Safety, 28 Gauge, 200/box	1 BX	2	\$38.96	\$77.91
HSS-59688	Cold Pack, 24/case	1 CS	4	\$15.26	\$61.02
ME-PRM25496	Roller Gauze, 2 Inch	1BX	4	\$3.81	\$15.24
ME-PRM25498	Roller Gauze, 4 Inch	1 BX	8	\$4.98	\$39.88
BP-230564	Aluminum Padded splint, Orange, 1 Each	4 EA	20	\$5.46	\$109.16
RDP-2056	Rapid Heat, Hot Pack, 6/Box	1 BX	2	\$11.38	\$22.76
LMA-MAD300	LMA MAD Nasal, 1each	4 EA	2	\$8.50	\$17.00
ME-BHD388	OB Kits, 1 each	1 EA	4	\$13.42	\$53.67
ME-NON21224H	2x2 Gauze Pads, 25/box	2 BX	2	\$2.58	\$5.17
ME-NON21444H	4x4 Gauze Pads, 25/box	2 BX	6	\$4.39	\$26.35
ME-NON21450H	5 x 9 Dressing 25/Box	1 BX	2	\$4.69	\$9.38
BP-0300024	Triangular Bandage, 12/bag	1 BX	5	\$6.49	\$32.46
MM-56757	Laerdal Adult Adjustable Collars, 1 each	30 EA	190	\$11.43	\$2,172.42
MM-74611	Laerdal Pediatric Adjustable Collars, 1 each	10 EA	24	\$11.43	\$274.41
ME-BHL2F7113CS-1	Sterile Water, BAXTER SQUARE BOTTLE, 500mL, 1each	5 EA	20	\$4.88	\$97.55
ME-CPRM1116	Adult BVM, 1 each	4 EA	12	\$11.09	\$133.10
ME-CPRM2216	Pediatric BVM, 1 each	2 EA	2	\$16.20	\$32.40
ME-CPRM3312-1	Infant BVM, 1 each	1 EA	2	\$16.20	\$32.40
PI-51150	Nasal Airway, latex free 12 Fr, 1 each	1 EA	3	\$3.47	\$10.42
PI-51151	Nasal Airway, latex free 14 Fr, 1 each	1 EA	3	\$3.47	\$10.42
PI-51152	Nasal Airway, latex free 16 Fr, 1 each	1 EA	3	\$3.47	\$10.42
PI-51153	Nasal Airway, latex free 18 Fr, 1 each	1 EA	3	\$3.47	\$10.42
PI-51154	Nasal Airway, latex free 20 Fr, 1 each	1 EA	5	\$3.47	\$17.36
PI-51155	Nasal Airway, latex free 22 Fr, 1 each	1 EA	5	\$3.47	\$17.36
PI-51156	Nasal Airway, latex free 24 Fr, 1 each	1 EA	6	\$3.47	\$20.83
PI-51157	Nasal Airway, latex free 26 Fr, 1 each	1 EA	6	\$3.47	\$20.83
PI-51158	Nasal Airway, latex free 28 Fr, 1 each	1 EA	6	\$3.47	\$20.83
PI-51159	Nasal Airway, latex free 30 Fr, 1 each	1 EA	5	\$3.47	\$17.36
PI-51160	Nasal Airway, latex free 32 Fr, 1 each	1 EA	5	\$3.47	\$17.36
PI-51161	Nasal Airway, latex free 34 Fr, 1 each	1 EA	5	\$3.47	\$17.36
ME-HCS4514-1	Adult Nasal Cannula, 1 each	10 EA	25	\$0.49	\$12.14
ME-HCS4518-1	Pediatric Nasal Cannula, 1 Each	5 EA	10	\$0.89	\$8.93
PI-12974	OPA, 40mm, 5/pk	1 PK	2	\$2.90	\$5.81
PI-12975	OPA, 50mm, 5/pk	1 PK	2	\$2.90	\$5.81
PI-12976	OPA, 60mm, 5/pk	1 PK	2	\$2.90	\$5.81
PI-12977	OPA, 70mm, 5/pk	1 PK	2	\$2.90	\$5.81
PI-12978	OPA, 80mm, 5/pk	1 PK	2	\$2.90	\$5.81
PI-12979	OPA, 90mm, 5/pk	1 PK	2	\$2.90	\$5.81
PI-12980	OPA, 100mm, 5/pk	1 PK	2	\$2.90	\$5.81
PI-12981	OPA, 110mm, 5/pk	1 PK	2	\$2.90	\$5.81
ME-HCS4640B-1	Non-Rebreather, Adult, 1 each	15 EA	45	\$1.29	\$57.95
ME-HCS4642B-1	Non-Rebreather, Pediatric, 1 each	10 EA	12	\$1.79	\$21.43
ME-HCS4485-1	Adult Neb Mask, 1 each	10 EA	12	\$1.77	\$21.28
ME-HCS4483-1	Standard Neb Kit, 1 each	5 EA	12	\$1.16	\$13.89
ME-HCS4507-1	Oxygen Tubing, 1 Each	1 EA	4	\$0.83	\$3.33
AO-AS361C-1	Suction Catheter, 6 Fr, 1 each	2 EA	4	\$0.39	\$1.56
AO-AS362C-1	Suction Catheter, 8Fr, 1 each	2 EA	4	\$0.39	\$1.56
AO-AS363C-1	Suction Catheter, 10Fr, 1 each	2 EA	4	\$0.39	\$1.56
AO-AS365C-1	Suction Catheter, 14Fr 1each	2 EA	4	\$0.39	\$1.56
ME-ABB432030101	1200mL Suction Canister, 1 each	4 EA	10	\$4.30	\$42.96

ME-MDS032273H	Surgical Lubricant, 144/bx	1 BX	1	\$13.64	\$13.64
ME-DYK100EPKLF2H	Body Substance Isolation Kit, 1 each	2 EA	4	\$11.73	\$46.90
HSS-55082-1	Purple Nitrile Gloves, Medium, 10 Box/Case	10 BX	68	\$11.60	\$788.98
HSS-55083-1	Purple Nitrile Gloves, Large, 10 Box/Case	10 BX	76	\$11.60	\$881.80
HSS-55084-1	Purple Nitrile Gloves, X-Large, 10 Box/Case	10 BX	8	\$11.60	\$92.82
ME-MDS705153-1	Sharps Container 5 QT, 1 each	2 EA	20	\$5.36	\$107.13
ME-KDL8303SA-1	Kendall 1 QT with Flip Top Lid, 1 each	2 EA	4	\$6.25	\$25.00
AO-108306	IV Admin set, 10mL Drop, 1 each	15 EA	200	\$2.48	\$496.20
AO-608306	Drip set, 60mL drop, 1 each	5 EA	11	\$2.85	\$31.36
HSS-Q55172-1	PDI Super Sani Cloth Wipe, 160/Can	2 EA	4	\$12.25	\$49.01
Tran-3068-1	IV Catheter 14G, 1 each	2 EA	4	\$2.64	\$10.56
Tran-3062-1	IV Catheter 16G, 1 each	2 EA	5	\$2.64	\$13.20
Tran-3065	IV Catheter 18G, 50/bx	1 BX	4	\$123.79	\$495.15
Tran-3066	Jelco IV Catheters, 20ga x 1 1/4inch, 50/Box	1 BX	10	\$123.79	\$1,237.87
Tran-3060	IV Catheter 22G, 50/bx	1 BX	3	\$123.79	\$371.36
Tran-3063-1	IV Catheter 24G,1 each	2 EA	5	\$2.64	\$13.20
ME-BMGE8000-1	Sodium Chloride, 1,000mL Bag, 1 each	15 EA	65	\$4.65	\$301.94
ME-BMGL8001-1	Sodium Chloride, 500mL Bag, 1 Each	15 EA	145	\$4.36	\$631.75
ME-SYR110010Z-1	Syringe without needle, 10cc, 1 each	5 EA	4	\$0.16	\$0.65
ME-SYR105010Z-1	Syringe without needle, 5cc, 1 each	5 EA	4	\$0.16	\$0.65
ME-SYR130010Z-1	Syringe without needle, 30cc, 1 each	5 EA	4	\$0.49	\$1.94
PI-38001	ETT, Uncuffed, with Stylet, 2.5mm, 1 each	2 EA	2	\$3.12	\$6.25
PI-38002	ETT, Uncuffed, with Stylet, 3.0mm, 1 each	2 EA	2	\$3.12	\$6.25
PI-38003	ETT, Uncuffed, with Stylet, 3.5mm, 1 each	2 EA	2	\$3.12	\$6.25
PI-38004	ETT, Uncuffed, with Stylet, 4.0mm, 1 each	2 EA	2	\$3.12	\$6.25
PI-38005	ETT, Uncuffed, with Stylet, 4.5mm, 1 each	2 EA	2	\$3.12	\$6.25
PI-38011	ETT, Cuffed, with Stylet, 5.0mm, 1 each	2 EA	2	\$3.47	\$6.95
PI-38012	ETT, Cuffed, with Stylet, 5.5mm, 1 each	3 EA	4	\$3.54	\$14.17
PI-38013	ETT, Cuffed, with Stylet, 6.0mm, 1 each	3 EA	4	\$3.54	\$14.17
PI-38014	ETT, Cuffed, with Stylet, 6.5mm, 1 each	3 EA	6	\$3.54	\$21.25
PI-38015	ETT, Cuffed, with Stylet, 7.0mm, 1 each	3 EA	10	\$3.54	\$35.42
PI-38016	ETT, Cuffed, with Stylet, 7.5mm, 1 each	3 EA	8	\$3.54	\$28.34
PI-38017	ETT, Cuffed, with Stylet, 8.0mm, 1 each	3 EA	10	\$3.54	\$35.42
PI-38018	ETT, Cuffed, with Stylet, 8.5mm, 1 each	3 EA	6	\$3.54	\$21.25
PI-38020	ETT, Cuffed, with Stylet, 9.0mm, 1 each	3 EA	4	\$3.54	\$14.17
AO-AE3108	IV Extension Set, 1 Each	20 EA	350	\$1.65	\$576.44
ME-EMZE010001Z-1	10mL Saline Flush, 1 Each	45 EA	485	\$0.62	\$299.16
ME-NON21459-1	10 X 30 Multi Trauma, 1 each	3 EA	20	\$1.33	\$26.66
ME-NON7916	Burn Sheets, Dry, 1 each	2 EA	4	\$9.32	\$37.28
MM-90556	Adult Defib Pads, Physio, 1 each	3 EA	24	\$34.30	\$823.18
MM-89077	Pedi Defib Pads, Physio, 1 each	1 EA	6	\$41.92	\$251.53
MM-75310	Numbered Drug Locks, 5 Inch Tail Red, 100/Bag	1 PK	2	\$30.49	\$60.98
AM-000172712	CO2 Detector, Adult, 1 ea	4 EA	2	\$15.40	\$30.80
AM-000172713	CO2 Detector, Pediatric, 1 ea	2 EA	2	\$14.27	\$28.55
Tran-081	Physio Filter Line Set, 1 each	4 EA	12	\$15.31	\$183.68
MM-85609	NG Tube 6Fr, 1 each	1 EA	4	\$9.98	\$39.91
MM-85610	NG Tube, 8Fr, 1 each	1 EA	4	\$9.98	\$39.91
MM-85613	NG Tube, 14Fr, 1 each	1 EA	4	\$4.00	\$15.99
MM-85611	NG Tube, 10Fr, 1 each	1 EA	4	\$4.00	\$15.99
BP-904001	Physio-Control EKG Paper, 5 Rolls/pack	1 PK	10	\$18.36	\$183.59
MM-80915	Glucose in TUBE, 3/Pack (special Tube Lemon)	2 BX	6	\$15.84	\$95.02
ME-MDS10756	Utility Scissors, Orange Handle, 1 each	2 EA	8	\$3.33	\$26.66
ME-MDS131040	Disposable Pen Light, 6 Pack	1 PK	2	\$14.96	\$29.93
ME-MDS9380	BP Cuff Adult, 1 each	1 EA	4	\$18.34	\$73.37
ME-MDS9387	BP Cuff, Child, 1 each	1 EA	2	\$21.36	\$42.72
TRAN-3933-25	Special Blue (Circular) Emesis Bag, 25/Bag	1 BG	6	\$15.45	\$92.70
ME-NON27410ELZ	Fluid Mask with Face Shield, 25/box	1 BX	1	\$37.25	\$37.25
ME-NON24506	N95 Mask, 20/Box	1 BX	2	\$18.12	\$36.23
ME-DYND50216-1	Suction Tubing, 3/16' x 6ft, Sterile, 1 each	4 EA	15	\$0.89	\$13.39

AO-AS831-1	Yankauer Only, 1 each	4 EA	12	\$0.61	\$7.35
ME-DYND70277H	Bulb Syringe, 3 OZ, 1 Each	1 EA	3	\$2.81	\$8.43
SM-401815-1	Safety Needle, 18G x 1.5", 1 EACH	5 EA	12	\$0.52	\$6.27
SM-402115-1	Safety Needle, 21G x 1.5", 1 EACH	5 EA	20	\$0.52	\$10.45
MM-54246	ET Tube Holer, Laerdal, Adult, 1 each	2 EA	10	\$6.24	\$62.36
MM-54288	ET Tube Holder, Pediatric 1 each	1 EA	4	\$6.24	\$24.95
PI-2120-21282	Pocket Bougie, Coude Tip, 1 each	2 EA	4	\$14.89	\$59.54
PI-515591	Buretol Set, 1 EACH	2 EA	2	\$21.48	\$42.97
ITEC-MGA	Multi Grip Head Immobilizer, Adult, 1 each	30 EA	6	\$6.21	\$37.25
MM-64957	Aspirin, 81Mg, 36/bottle	2 EA	20	\$1.99	\$39.72
PI-13080	Activated Charcoal	2 EA	1	\$20.29	\$20.29
ME-NON25660	Bandaides, Fabric, 1x3, 100/bx	1 BX	5	\$4.03	\$20.13
PI-2712-04126	Masimo Disposable SpO2 Sensor, LNCS Adult	2 EA	36	\$38.14	\$1,373.19
BP-454101	Bite Stick, 1 each	5 EA	4	\$0.65	\$2.62
BP-IMS336900	Naloxone, (Narcan) 2mL Luer-Jet Syringe, LOT #	4 EA	20	\$50.47	\$1,009.40
TRAN-SP-00-S/50	Blue Sensor Electrode, SP-50, 50/Pack	6 PK	115	\$17.42	\$2,003.29
ME-SYR101010Z-1	1cc Syringe without needle, 1 each	10 EA	20	\$0.12	\$2.47
ME-SYR103010Z-1	Syringe without needle, 3cc, 1 each	5 EA	6	\$0.12	\$0.71
ME-SYR160010Z-1	Syringe without needle, 60cc, 1 each	3 EA	4	\$0.56	\$2.24
Tran-163	Capnoline Plus cannula Adult, 1 each	10 EA	165	\$15.39	\$2,539.82
Tran-128	Capnoline Plus cannula Pedi 1 each	3 EA	15	\$20.59	\$308.81
PI-540047	Special Flat Prep Razor, Gallant, 1 each	10 EA	12	\$1.13	\$13.56
ME-PRM25499	Roller Gauze, 6 Inch, 6/box	1BX	3	\$2.84	\$8.53
PI-12945	Mylar emergency blankets	10	4	\$2.14	\$8.55
NAR-30-001	Tourniquets, commercial, C.A.T.	2 EA	4	\$38.27	\$153.08
ME-NON243275-1	Kleenex Facial Tissues, 1 box	10 EA	10	\$0.37	\$3.69
5562.413	Boussiganc CPAP, Small, 1 each, LOT:	2 EA	2	\$71.59	\$143.17
5562.513	Boussiganc CPAP, Medium, 1 each, LOT:	2 EA	7	\$71.59	\$501.10
5562.613	Boussiganc CPAP, Large, 1 each, LOT:	2 EA	4	\$71.59	\$286.34
ME-MSC097040H	Foam Hand Sanitizer, 8 OZ, 1 Can	3 EA	8	\$7.50	\$59.99
ME-DYNJ04047	IV start kit, with dressing	50 EA	520	\$1.29	\$668.51
ME-BHL2F7112-1	Sterile Water, 250mL, 1each	5 EA	4	\$5.64	\$22.58
PI-35029	Laryngoscope Handle, Fiber Optic, Medium, 1 each	1 EA	4	\$89.74	\$358.96
PI-35027	Laryngoscope Handle, Fiber Optic, Pediatric, 1 each	1 EA	4	\$89.74	\$358.96
PI-35021	GreenLine, Fiber Optic, MacIntosh 3, 1 each	2 EA	4	\$8.11	\$32.43
PI-35022	GreenLine, Fiber Optic, MacIntosh 4, 1 each	2 EA	4	\$8.11	\$32.43
PI-35026	GreenLine, Fiber Optic, Miller 3, 1 each	2 EA	4	\$8.11	\$32.43
PI-35031	GreenLine, Fiber Optic, Miller 4, 1 each	2 EA	4	\$8.11	\$32.43
AM-KLTSD423	King Airway with Gastric Access, Size 3, 1 each	1 EA	6	\$44.65	\$267.90
AM-KLTSD424	King Airway with Gastric Access, Size 4, 1 each	1 EA	6	\$44.65	\$267.90
AM-KLTSD425	King Airway with Gastric Access, Size 5, 1 each	1 EA	6	\$44.65	\$267.90
PI-89232	Airtraq Disposable Intubation Scope, Small Green, 1 each (VOID)	1 EA	0	\$146.75	\$0.00
PI-89233	Airtraq Disposable Intubation Scope, Regular Blue, 1 each (VOID)	1 EA	0	\$146.75	\$0.00
PI-2120-21282	Pocket Bougie, Coude Tip, 1 each	2 EA	4	\$14.44	\$57.77
BP-PHY11101000016	SPECIAL Pedi Defib Pads for LP 500, 1 each	2 EA	8	\$119.14	\$953.13
ITEC-MGC	Multi Grip Head Immobilizer, Child, 1 each	2 EA	2	\$6.21	\$12.42
BP-LAE983092	Laerdal Speed Blocks, 1 each	2 EA	6	\$40.12	\$240.71
ME-BHL2B1307H	Sodium Chloride for IV, 100mL Bag, 1 Each	2 EA	12	\$3.77	\$45.19
BP-BBRL8002	Sodium Chloride for IV, 250mL Bag, 1 Each	2 EA	2	\$4.36	\$8.72
ME-B-D305211Z	Filter Needle, 18ga, Blunt Tip, 1 each	5 EA	10	\$0.63	\$6.28
SM-402310-1	Safety Needle, 23G x 1", 1 EACH	5 EA	10	\$0.52	\$5.23
MM-75946-1	Vanish Point, 5mL Syringe with Needle, 1 each	20 EA	5	\$0.78	\$3.91
ME-HCS7850H	Suction Canister, 850mL, 1 each	3 EA	4	\$3.41	\$13.64
ME-W-A05031750	Oral Probe Covers SureTemp by Welch-Allyn, 250/Box	1 BX	2	\$19.42	\$38.85
PI-2712-40171	Masimo Disposable Pediatric SET, M-LNCS (SPECIAL), 1 each	4 EA	25	\$28.34	\$708.41
MM-83281	Acetaminophen Tablets, 100/Bottle	1 Btl	4	\$2.01	\$8.03
MM-81707	Ibuprofen Tablets, 100/Bottle	1 Btl	4	\$3.35	\$13.39
ME-SYRS103215Z	SPECIAL 3mL Syringe with 21G x 1 inch Needle, 100/box	1 BX	2	\$40.33	\$80.67
ME-BMG456003H	Stopcock, 3-way with port covers, 1 each	5 EA	4	\$2.82	\$11.30

SM-402558-1	Safety Needle, 25G x 5/8", 1 EACH	5 EA	10	\$0.52	\$5.23
PI-18415	Disposable Pressure Infuser Bag, 1000mL	2 EA	8	\$21.06	\$168.50
PI-2712-14271	Masimo M-LNCS Disposable SpO2 Probe Adult/Neonate, 1 each	2 EA	10	\$36.05	\$360.50
Total					\$27,055.29

**TOWN OF WAYLAND, MASSACHUSETTS
AGREEMENT FOR
ANNUAL TOWN MEETING 2020 PRODUCTION SERVICES**

**CONTRACT NO. 20-1065
THISTLE COMMUNICATIONS**

THIS AGREEMENT made this ____ day of _____, 2020 by and between the TOWN of WAYLAND, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 41 Cochituate Road Wayland, Massachusetts, hereinafter referred to as the "TOWN", and **THISTLE COMMUNICATIONS**, having a usual place of business at **14 Tenney Road, Pelham, NH 03076**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of **Production Services**, hereinafter "the Project"; and

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

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

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

1. **CONTRACT DOCUMENTS**. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK**. The Work consists of providing **Production Services for Annual Town Meeting 2020**, as more fully described in the **attached proposal dated March 1, 2020**.
3. **TERM OF CONTRACT**. This Agreement shall be in effect from the agreement date listed above and shall expire on **May 31, 2020**, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION**.
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above per the following table:

\$11,630.00	Cost for audio and video in Field House for April 5, 2020
5,170.00	Cost for each additional consecutive day
5,030.00	Cost for fiber link, audio and video in auditorium for 1st Day
995.00	Cost for each additional day using auditorium
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
 - C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall endeavor to make payments promptly and shall make payments within **thirty (30) days** after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
 - A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$3,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$3,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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- B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. TERMINATION.
- A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.
12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The CONTRACTOR further acknowledges that, before any employee is hired by the CONTRACTOR, the CONTRACTOR (as part of its standard employment practices and policies) requires a criminal offender record information (CORI) investigation to be conducted, as well as review a criminal history check conducted pursuant to G.L. c. 71, §38R and 603 CMR 51.00. For each employee of the CONTRACTOR who is performing services under the Contract, the CONTRACTOR shall provide a written confirmation to the TOWN that such employee passed the CONTRACTOR pre-employment criminal background investigation. In the event that any

employee refuses to permit the Contractor to provide such information to the TOWN, the Contractor shall not assign such employee to perform services under the Contract for the TOWN and such employee shall not be authorized to perform services under the Contract. The TOWN reserves the right to investigate at any time through the CORI process criminal history information regarding any officer or employee of the CONTRACTOR who will work under the Contract.

16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

CONTRACT NO. 20-1065
ANNUAL TOWN MEETING 2020 PRODUCTION SERVICES

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 the date indicated above.

AGREED:

TOWN OF WAYLAND, MASSACHUSETTS
(Owner)

Town of Wayland, by its Board of Selectmen

_____ Date: _____
Cherry C. Karlson, Chair

_____ Date: _____
Lea T. Anderson

_____ Date: _____
Mary M. Antes

_____ Date: _____
Thomas J. Fay

_____ Date: _____
Douglas A. Levine

CONTRACTOR: Thistle Communications

By _____ Date: _____

(Name)

(Title)

(Address)

(City and State)

(email address)

**CONTRACT AGREEMENT NO. 20-1065
ANNUAL TOWN MEETING 2020 PRODUCTION SERVICES**

Approved as Project Manager:

By _____ Date: _____
Ben Keefe, Public Buildings Director

Approved as Chief Procurement Officer:

By _____ Date: _____
Louise L. E. Miller, Town Administrator

Approved as to Form:

By _____ Date: _____
KP Law, P.C., Town Counsel

In accordance with 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.

By _____ Date: _____
Brian, Keveny, Director of Finance

_____ 10945002 52138 _____
Appropriation No.

Purchase Order No.



THISTLE COMMUNICATIONS

March 1, 2020

Elizabeth Doucette
Assistant Town Administrator
Town of Wayland
41 Cochituate Road
Wayland, MA 01778

Dear Ms. Doucette:

Thistle Communications (TC) proposes to provide production services for the Wayland Annual Town Meeting to be held at the Wayland High School in Wayland, MA beginning on April 5, 2020. Production package to include the following:

FIELD HOUSE

Audio:

TC to provide a sound reinforcement system for the Town Meeting to the audience seated on the floor and in the bleachers. System to accommodate the full length of the field house. System to include microphones for the moderator, presenter, and pro and con lecterns. TC to provide a wireless microphone for use by physically impaired citizens speaking from the audience. System to include speakers at the front of the room with additional speakers at the midpoint and towards the back of the seating for complete coverage on the floor and bleachers on either side. Added speakers to be on digital delay for time alignment and increased intelligibility. System to include a complete analog audio feed to WayCAM for broadcast. Small fold back speakers to be provided for the moderator and town clerk to monitor microphones from the presenter, pro/con positions, and auditorium. System to include speakers on stands, mix console, all required processing, amplification and cabling. System to accept an audio feed from the auditorium and provide a mix-minus feed to the auditorium to allow two-way audio between the rooms. TC to provide technicians to install, operate and remove all the audio equipment.

Video:

TC to provide two high intensity graphics projectors along with 16’ wide by 9’ high rear projection screens with dress kits. Projectors to include appropriate size short throw lens. Projectors to be supported on scaffolding TC to provide all labor to install and remove the projectors. TC to provide a video/graphics switcher to allow switching

between two laptops and the town provided “document viewer” to be used to project the image onto the screen. Switcher to also accommodate video feed from the auditorium. TC to provide two laptops with PowerPoint software to display the graphics. TC to provide a 40” down stage monitor to allow the presenter and moderator to view what is being presented on the screen. TC to provide a small monitor for the moderator to view activity in the auditorium. TC to provide an HD video feed of the program to WayCAM for broadcast. TC to provide technicians to install, operate and remove all the video equipment.

The cost for the audio and video in the Field House for April 5, 2020 \$11,630.00
The cost for each additional consecutive day.....\$ 5,170.00

OVERFLOW VENUE

AUDITORIUM

Link:

TC to provide a fiber optic link between the two venues to provide:

High definition feed (HD SDI) of the WayCAM switched camera in the Auditorium to the Field House with distribution to the video/graphics switch for display on the screens, feed to dedicated monitor at the moderators position, and feed to WayCAM for their broadcast

High definition feed (HD SDI) of the WayCAM full program from the studio in the Field House to the Auditorium for display on the in-house projector and screen.

Analog mix-minus feed of Auditorium to the Field House

Analog mix-minus feed of the Field House to the Auditorium

Headset communication between the moderator in the Field House and the assistant moderator in the Auditorium

Audio:

TC to provide a sound reinforcement system for the Town Meeting to the audience seated in the overflow venue. System to include speakers for coverage to the crowd in the auditorium; feed from the Field House; mix- minus feed to the field house; microphones for the assistant moderator, and Pro and Con positions. TC to provide technicians to install, operate and remove all the audio equipment.

TC to provide headset communication between the moderator in the field house and the assistant moderator in the auditorium to coordinate recognizing speakers in the overflow room.

Video:

TC to provide a video feed with the WayCAM broadcast complete with switched camera from each room and graphic presentations. TC to provide interface devices to connect to the in-house system. TC to provide a 40" monitor to allow the assistant moderator in the auditorium to see what is being projected onto the screens.

Note: The school is responsible for the in-house projection system to be fully operational.

The cost for the fiber link, audio and video in the auditorium for 1st Day..... \$5,030.00
The cost for each additional day.....\$ 995.00

Please contact me if you have any questions about this proposal. I look forward to hearing from you and working with you on this project.

Regards,



Jay Arthur
Event Production Manager
Thistle Communications

**TOWN OF WAYLAND, MASSACHUSETTS
CONTRACT NO. 20-2023**

ROADWAY RECONSTRUCTION PROJECT

THIS AGREEMENT made this ____ 13th _____ day of __March_____

in the year Two Thousand and Twenty, between **Nocella Landscaping & Paving**, a corporation duly organized under the laws of the State of Massachusetts, with a usual place of business at **185 New Boston Street, Woburn, MA 01801**, hereinafter called the CONTRACTOR, and the Town of Wayland, with a usual place of business at 41 Cochituate Road, Wayland, MA 01778 Street, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the **Roadway Reconstruction Project**, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

The work of this contract is for construction services associated with the reconstruction of public roads in Wayland and includes roadway milling/scarification; full depth pulverization and grading; materials management and disposal; structure adjustments and repairs. Associated controls for traffic, environmental protection and siltation control are included. Portions of the work will occur during the night.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, in strict accordance with the Contractor's bid, dated **February 27, 2020** and attached hereto as **Attachment A**.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof. **The contract period is from March 13, 2020 through March 12, 2021, with two one-year options to renew, at the discretion of the Town.**

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract

Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be **Five Hundred (\$500.00) Dollars per day.**

4. Performance of the Work

- A. Direction of the Work: The Contractor 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 contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner 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 Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

D. Notices, Compliance with Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There is not a project architect-engineer for this project. The Town Engineer will serve as Architect/Engineer for the project. Except as otherwise indicated in the Contract Documents,

the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included as Exhibit A in the Contract Documents.

9. Payments to the Contractor

Within thirty (30) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have thirty (30) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:

1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Wages to be paid.
- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

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

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- Instructions to Bidders
- This Contract Form
- Bid Form
- Labor & Materials Payment Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- General Conditions
- Supplementary General Conditions
- General Requirements
- Specifications and Addenda
- Contract Drawings
- Schedule of Prevailing Wages

12. 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.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall provide Certificates of Insurance coverage as listed below and shall be provided by insurer(s) licensed to do business in the Commonwealth of Massachusetts. Said insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

Certificates evidencing that such insurance are in full force and effect shall be delivered to the Town simultaneously with the final execution of this contract, and renewal certificates will be provided annually throughout the contract term. Failure to do so shall constitute a material breach of this contract and be grounds for immediate termination.

The Contractor's Liability Policies shall be so written that the Town of Wayland shall be named as "**Additional Insured**" and that the Town will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation, and shall include:

1. Workers' Compensation Insurance as required by law
2. General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit
3. Vehicle Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability per accident.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

.7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

15. 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.

16. 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 Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**CONTRACT NO. 20-2023
ROADWAY RECONSTRUCTION**

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 the date indicated above.

AGREED:

TOWN OF WAYLAND, MASSACHUSETTS
(Owner)

Town of Wayland, by its Board of Selectmen

_____ Date: _____
Cherry C. Karlson, Chair

_____ Date: _____
Lea T. Anderson

_____ Date: _____
Mary M. Antes

_____ Date: _____
Thomas J. Fay

_____ Date: _____
Douglas A. Levine

CONTRACTOR: Nocella Landscaping & Paving

By _____ Date: _____

(Name)

(Title)

(Address)

(City and State)

(email address)

**CONTRACT AGREEMENT NO. 20-2023
ROADWAY RECONSTRUCTION**

Approved as Project Manager:

By _____ Date: _____
Tom Holder, Department of Public Works Director

Approved as Chief Procurement Officer:

By _____ Date: _____
Louise L. E. Miller, Town Administrator

Approved as to Form:

By _____ Date: _____
KP Law, P.C., Town Counsel

In accordance with 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.

By _____ Date: _____
Brian, Keveny, Director of Finance

Appropriation No.

Purchase Order No.

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

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)

Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

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)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named 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.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

SECTION 00300

FORM OF GENERAL BID

Bid of NOCELLA LANDSCAPING + PAVING (hereinafter called "Bidder")*

a corporation, organized and existing under the laws of the state of _____

a partnership

a joint venture

an individual doing business as _____

To the Town of Wayland, Massachusetts (hereinafter called "Owner").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as **Roadway Reconstruction**, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to complete the work in coordination with the DPW to complete the work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project before December 31, 2020. The Bidder further agrees to pay as liquidated damages the sum of Five Hundred (\$500.00) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in the contract.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. 1 Dated: 2/24/2020

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

*Specify corporation, partnership or individual as applicable.

C) The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the following contract price.

YEAR 1 OF CONTRACT

Item No	Estimated Quantity*	Item Description and Price in Words	Unit Prices Dollars/Cents in Figures	Total Item Amount Dollars/Cents in Figures
1	61,000 Square yards	Milling of existing asphalt surfaces by mechanical means. Includes recovery of milling materials, mechanical sweeping of surfaces to remove all milled materials and dust control. Per Square Yard in Words <div style="border: 1px solid black; padding: 2px;">ONE DOLLAR AND THIRTY CENTS</div>	\$ <u>1.30</u>	\$ <u>79,300.00</u>
2	35,000 Square yards	Full Depth Road Reclamation, grade and compact sub base Per Square Yard in Words <div style="border: 1px solid black; padding: 2px;">ONE DOLLAR + FIFTY FIVE CENTS</div>	\$ <u>1.55</u>	\$ <u>54,250.00</u>
3	346 Each	Catch Basin and Manhole Adjustments Per Each in Words <div style="border: 1px solid black; padding: 2px;">TWO HUNDRED + FIFTY DOLLARS + ZERO CENTS</div>	\$ <u>250.00</u>	\$ <u>86,500.00</u>
4	105 Vertical Feet	Catch Basin and Manhole Reconstruction Per Vertical Foot in Words <div style="border: 1px solid black; padding: 2px;">ONE HUNDRED + FIFTY DOLLARS + ZERO CENTS</div>	\$ <u>150.00</u>	\$ <u>15,750.00</u>
5	80 Each	Water Gate Adjustments Per Each in Words <div style="border: 1px solid black; padding: 2px;">ONE HUNDRED + TWENTY FIVE DOLLARS + ZERO CENTS</div>	\$ <u>125.00</u>	\$ <u>10,000.00</u>

Item No	Estimated Quantity*	Item Description and Price in Words	Unit Prices Dollars/Cents in Figures	Total Item Amount Dollars/Cents in Figures
6	50 Hours	<p>Loading and Transportation of milling materials at the DPW Materials Management adjacent to 66 River Road, Wayland, MA 01778.</p> <p>Per Hour in Words</p> <div style="border: 1px solid black; padding: 2px;">ONE HUNDRED + FIVE DOLLARS + ZERO CENTS</div>	\$ <u>105.00</u>	\$ <u>5,250.00</u>
7	50 Hours	<p>Loading and Transportation of roadway reclamation materials (millings and base) to the DPW Materials Management adjacent to 66 River Road, Wayland, MA 01778.</p> <p>Per Hour in Words</p> <div style="border: 1px solid black; padding: 2px;">ONE HUNDRED + FIVE DOLLARS + ZERO CENTS</div>	\$ <u>105.00</u>	\$ <u>5,250.00</u>
8	3100 Cubic Yards	<p>Loading, Transportation and Disposal of excess milling materials and wastes generated from utility repairs and adjustments at licensed facility</p> <p>Per Cubic Yard in Words</p> <div style="border: 1px solid black; padding: 2px;">TWENTY DOLLARS + ZERO CENTS</div>	\$ <u>20.00</u>	\$ <u>62,000.00</u>
9	5000 Cubic Yards	<p>Loading, Transportation, and Disposal of roadway reclamation materials (millings and base) and wastes generated from utility repairs and adjustments at licensed facility</p> <p>Per Cubic Yard in Words</p> <div style="border: 1px solid black; padding: 2px;">TWENTY DOLLARS AND ZERO CENTS</div>	\$ <u>20.00</u>	\$ <u>100,000.00</u>
10	Allowance	<p>Price Adjustment – Fuel</p> <p>Stated Allowance in Words</p> <div style="border: 1px solid black; padding: 2px;">Two Thousand Dollars</div>	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
		YEAR 1 TOTAL		\$ <u>120,300.00</u>

YEAR 2 OF CONTRACT

Item No	Estimated Quantity*	Item Description and Price in Words	Unit Prices Dollars/Cents in Figures	Total Item Amount Dollars/Cents in Figures
1	61,000 Square yards	<p>Milling of existing asphalt surfaces by mechanical means. Includes recovery of milling materials, mechanical sweeping of surfaces to remove all milled materials and dust control.</p> <p>Per Square Yard in Words</p> <div style="border: 1px solid black; padding: 2px;">ONE DOLLAR + THIRTY CENTS</div>	\$ <u>1.30</u>	\$ <u>79,300.00</u>
2	35,000 Square yards	<p>Full Depth Road Reclamation, grade and compact sub base</p> <p>Per Square Yard in Words</p> <div style="border: 1px solid black; padding: 2px;">ONE DOLLAR + FIFTY FIVE CENTS</div>	\$ <u>1.55</u>	\$ <u>54,250.00</u>
3	346 Each	<p>Catch Basin and Manhole Adjustments</p> <p>Per Each in Words</p> <div style="border: 1px solid black; padding: 2px;">TWO HUNDRED + FIFTY DOLLARS + ZERO CENTS</div>	\$ <u>250.00</u>	\$ <u>86,500.00</u>
4	105 Vertical Feet	<p>Catch Basin and Manhole Reconstruction</p> <p>Per Vertical Foot in Words</p> <div style="border: 1px solid black; padding: 2px;">ONE HUNDRED + FIFTY DOLLARS + ZERO CENTS</div>	\$ <u>150.00</u>	\$ <u>15,750.00</u>
5	80 Each	<p>Water Gate Adjustments</p> <p>Per Each in Words</p> <div style="border: 1px solid black; padding: 2px;">ONE HUNDRED + TWENTY FIVE DOLLARS + ZERO CENTS</div>	\$ <u>125.00</u>	\$ <u>10,000.00</u>

Item No	Estimated Quantity*	Item Description and Price in Words	Unit Prices Dollars/Cents in Figures	Total Item Amount Dollars/Cents in Figures
6	50 Hours	Loading and Transportation of milling materials at the DPW Materials Management adjacent to 66 River Road, Wayland, MA 01778. Per Hour in Words <div style="border: 1px solid black; padding: 2px;">ONE HUNDRED + FIVE DOLLARS + 2500 CENTS</div>	\$ <u>105.00</u>	\$ <u>5,250.00</u>
7	50 Hours	Loading and Transportation of roadway reclamation materials (millings and base) to the DPW Materials Management adjacent to 66 River Road, Wayland, MA 01778. Per Hour in Words <div style="border: 1px solid black; padding: 2px;">ONE HUNDRED + FIVE DOLLARS + 2500 CENTS</div>	\$ <u>105.00</u>	\$ <u>5,250.00</u>
8	3100 Cubic Yards	Loading, Transportation and Disposal of excess milling materials and wastes generated from utility repairs and adjustments at licensed facility Per Cubic Yard in Words <div style="border: 1px solid black; padding: 2px;">TWENTY DOLLARS + 2500 CENTS</div>	\$ <u>20.00</u>	\$ <u>62,000.00</u>
9	5000 Cubic Yards	Loading, Transportation, and Disposal of roadway reclamation materials (millings and base) and wastes generated from utility repairs and adjustments at licensed facility Per Cubic Yard in Words <div style="border: 1px solid black; padding: 2px;">TWENTY DOLLARS AND 2500 CENTS</div>	\$ <u>20.00</u>	\$ <u>100,000.00</u>
10	Allowance	Price Adjustment – Fuel Stated Allowance in Words <div style="border: 1px solid black; padding: 2px;">Two Thousand Dollars</div>	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
		YEAR 2 TOTAL		\$ _____

YEAR 3 OF CONTRACT

Item No	Estimated Quantity*	Item Description and Price in Words	Unit Prices Dollars/Cents in Figures	Total Item Amount Dollars/Cents in Figures
1	61,000 Square yards	Milling of existing asphalt surfaces by mechanical means. Includes recovery of milling materials, mechanical sweeping of surfaces to remove all milled materials and dust control. Per Square Yard in Words <u>ONE DOLLAR + THIRTY CENTS</u>	\$ <u>1.30</u>	\$ <u>79,300.00</u>
2	35,000 Square yards	Full Depth Road Reclamation, grade and compact sub base Per Square Yard in Words <u>ONE DOLLAR + FIFTY FIVE CENTS</u>	\$ <u>1.55</u>	\$ <u>54,250.00</u>
3	346 Each	Catch Basin and Manhole Adjustments Per Each in Words <u>TWO HUNDRED + FIFTY DOLLARS + ZERO CENTS</u>	\$ <u>250.00</u>	\$ <u>86,500.00</u>
4	105 Vertical Feet	Catch Basin and Manhole Reconstruction Per Vertical Foot in Words <u>ONE HUNDRED + FIFTY DOLLARS + ZERO CENTS</u>	\$ <u>150.00</u>	\$ <u>15,750.00</u>
5	80 Each	Water Gate Adjustments Per Each in Words <u>ONE HUNDRED + TWENTY FIVE DOLLARS + ZERO CENTS</u>	\$ <u>125.00</u>	\$ <u>10,000.00</u>

Item No	Estimated Quantity*	Item Description and Price in Words	Unit Prices Dollars/Cents in Figures	Total Item Amount Dollars/Cents in Figures
6	50 Hours	Loading and Transportation of milling materials at the DPW Materials Management adjacent to 66 River Road, Wayland, MA 01778. Per Hour in Words <div style="border: 1px solid black; padding: 2px;">ONE HUNDRED + FIVE DOLLARS + ZERO CENTS</div>	\$ <u>105.00</u>	\$ <u>5,250.00</u>
7	50 Hours	Loading and Transportation of roadway reclamation materials (millings and base) to the DPW Materials Management adjacent to 66 River Road, Wayland, MA 01778. Per Hour in Words <div style="border: 1px solid black; padding: 2px;">ONE HUNDRED + FIVE DOLLARS + ZERO CENTS</div>	\$ <u>105.00</u>	\$ <u>5,250.00</u>
8	3100 Cubic Yards	Loading, Transportation and Disposal of excess milling materials and wastes generated from utility repairs and adjustments at licensed facility Per Cubic Yard in Words <div style="border: 1px solid black; padding: 2px;">TWENTY DOLLARS + ZERO CENTS</div>	\$ <u>20.00</u>	\$ <u>62,000.00</u>
9	5000 Cubic Yards	Loading, Transportation, and Disposal of roadway reclamation materials (millings and base) and wastes generated from utility repairs and adjustments at licensed facility Per Cubic Yard in Words <div style="border: 1px solid black; padding: 2px;">TWENTY DOLLARS + ZERO CENTS</div>	\$ <u>20.00</u>	\$ <u>100,000.00</u>
10	Allowance	Price Adjustment - Fuel Stated Allowance in Words <div style="border: 1px solid black; padding: 2px;">Two Thousand Dollars</div>	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
		YEAR 3 TOTAL		\$ _____

Quantities are established based upon DPW estimates of the extents of Roadway Reconstruction work for Contract and are not guaranteed. Quantities may be higher or lower than identified herein based upon actual conditions encountered during the course of work. Quantities are provided for the basis of bid comparison. Contractor will be paid only for actual quantities. Any additional quantities will be paid at the unit price bid.

Quantities in the bid form are estimates and are only for bid comparison purposes.

THREE YEAR TOTAL AMOUNT OF BID ITEMS 1 THROUGH 10 (for bid comparison)

ONE MILLION TWO HUNDREDS + SIXTY THOUSAND + NINE HUNDRED Dollars
(IN WORDS)

\$ 1,260,900.00
(IN FIGURES)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a payment bond in an amount at least equal to one hundred percent (50%) of the contract price in accordance with Section 00620 PAYMENT BOND, and as stipulated in the contract.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

The undersigned has attached a verification of MassDOT prequalification in accordance with 720 CMR 5.00, Prequalification of Contractors by MassDOT.

1. Have been in business under present name for 31 years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

<u>MIKE NOSELLA</u>	<u>DAVID NOSELLA</u>
<u>7 AUTUMN LN</u>	<u>269 SALEM ST</u>
<u>GLoucester MA 01930</u>	<u>Worcester MA 01601</u>

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
a.					
b.					
c.	485	100,000	HT		
d.	AT				
e.					
f.					

Bank reference DON QUINNIN
(Name)

NORTHERN BANK + TRUST
(Bank)

275 MISHUWUM RA WARDEN MA 01801
(Address)

781 - 937 - 5400
(Telephone No.)

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees 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 failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

The undersigned certifies that they are prequalified in accordance with 720 CMR 5.00, Prequalification of Contractors by MassDOT.

Respectfully submitted:

Date: 2/27/2020

By: 
(Signature)

NOELLA LANDSCAPING + PAVING
(Type Name of Bidder)

OWNER
(Title)

185 NEW BOSTON ST
(Business Address)

WOBURN MA 01801
(City and State)

617-212-0468
(Telephone Number)

**TOWN OF WAYLAND, MASSACHUSETTS
AGREEMENT**

**CONTRACT NO. 20-2028
PROWLER WATER CONSERVATION SYSTEMS, LLC**

THIS AGREEMENT made this _____ day of _____, 2020 by and between the TOWN of Wayland, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 41 Cochituate Road, Wayland, Massachusetts, hereinafter referred to as the “TOWN”, and **Prowler Water Conservation Systems, LLC**, having a usual place of business at **6 Marshall Street, Leicester, MA 01524**, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the provision of **2020 Water Leak Survey Services** hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal, **dated February 26, 2020**, to perform the work required to complete the Project; and

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

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

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Request for Price Quotes 20-2028-IFQ, **dated February 10, 2020**, and the CONTRACTOR’s Proposal, **dated February 26, 2020**. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of **2020 Leak Detection Survey Services of the Town’s water distribution system**, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from the above date of agreement and shall expire on **September 30, 2020**, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. The TOWN shall pay the CONTRACTOR for the performance of the actual services performed, in strict accordance with the Contract Documents, for a total estimated contract price not to exceed **\$9,894.00**, unless authorized to do so by the Town.

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

<u>General Liability</u>	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence
<u>Automobile Liability</u>	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

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

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

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

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

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

terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**CONTRACT NO. 20-2028
2020 LEAK DETECTION SURVEY SERVICES**

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 the date indicated above.

AGREED:

TOWN OF WAYLAND, MASSACHUSETTS
(Owner)

Town of Wayland, by its Board of Selectmen

_____ Date: _____
Cherry C. Karlson, Chair

_____ Date: _____
Lea T. Anderson

_____ Date: _____
Mary M. Antes

_____ Date: _____
Thomas J. Fay

_____ Date: _____
Douglas A. Levine

CONTRACTOR: Prowler Water Conservation Systems, LLC

By _____ Date: _____

(Name)

(Title)

(Address)

(City and State)

(email address)

**CONTRACT AGREEMENT NO. 20-2028
2020 LEAK DETECTION SURVEY SERVICES**

Approved as Project Manager:

By _____ Date: _____
Thomas Holder, Public Works Director

Approved as Chief Procurement Officer:

By _____ Date: _____
Louise L. E. Miller, Town Administrator

Approved as to Form:

By _____ Date: _____
KP Law, P.C., Town Counsel

In accordance with 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.

By _____ Date: _____
Brian, Keveny, Director of Finance

Appropriation No.

Purchase Order No.

Quote Prepared For: Town of Wayland, Massachusetts
Don Millette, Water Superintendent

Issued By: Alan Banks, Owner, 508-752-5673,
alanbanks@prowlerwater.com, **Price valid to 7/30/2020**

About us: Founded by a team of individuals with over 50 years of waterworks experience, Prowler Water Conservation Systems, LLC has performed water leak detection in over 300 cities and towns across New England since 2007. We've held contracts year after year in many of Massachusetts' and CT's largest and smallest water systems. In addition to public water systems across New England, we also service homeowners, private residential communities, industrial sites and government and military facilities. Our notable clients include the Massachusetts Institute of Technology, United States Department of Defense, Ocean Spray Cranberry Farms, Connecticut Water Company, and the City of Worcester, Massachusetts; one of the states largest Water Systems. Our range of services include system wide surveys, single site leak detection, tracer gas testing and line location.

Acoustic & Digital System Survey Methods: Using the water distribution maps provided by your Department as well as the visual cues of hydrants, service, gate and valve boxes, Prowler's technicians walk or ride electric bicycles along your systems water distribution lines to survey for water leaks. In accordance with [AWWA M36 Guidelines](#), all hydrants, in addition to all main, gate and valve boxes will be tested acoustically. Any streets or areas with non metallic pipe material will be covered by walking directly over the pipeline and making contact every **20 feet**, in addition to listening on all gate valves and hydrants. All exposed valve and service boxes will be checked. Cross country areas or any other areas without hydrants will be tested by listening on the line's gate valves and walking directly over the pipeline, making contact in 8-10 feet intervals for acoustic testing. Lines that are unable to be acoustically tested above ground will be tested with computerized Leak Correlators.

Our technicians will contact your department at the start of each day that work is performed in your system. We typically work between the hours of 7:00AM and 4:00PM with the exception of early morning work for high traffic areas or to avoid potential usage interference. Once a potential leak noise is identified, the site may need to be revisited by our technicians, in some cases, multiple times or during early morning hours (1:00AM- 6:00AM) to rule out usage or other factors that may produce a false leak noise. Early morning work is performed as needed and may not be necessary to complete your system wide survey.

Prowler Water technicians can be easily identified by their displayed company identification badge and wear ANSI approved, Class 2 & 3 high visibility apparel and use appropriate signage and warning lights. At the start of your survey, your Police Department is given a list of our team's vehicle registrations and descriptions.

Deliverables:

1. All subsurface water main leaks found during the survey, up to the curb stops, shall be "pinpointed" and immediately reported to the Water Superintendent.
2. Areas of concern, including areas where Water Department personnel assistance is needed, will be grouped together to maximize the efficiency of this survey and the department's operations.
3. **Weekly report** with a summary of all detected leaks will be submitted to the Water Superintendent at the conclusion of each week while surveying your system.
4. **Preliminary Report** of all suspected leaks as they are located, including partially open, leaking or damaged hydrants, valve or curb boxes.
5. **Final Report:** Submitted upon completion of survey. Final report to include address/location, pipe material, pipe classification (service or main) and an estimated GPM of water loss for each detected leak. Mark outs as well as aerial diagrams of pinpoint consultations for leaking valve locations and service/main breaks will also be provided.

Acoustic Listening Equipment: SEBAkmt HL-50 Leak Trouble Shooting Kit, Standard and Bluetooth Models

Leak Correlators: SEBA HL-6000x Digital Correlators, Subsurface LD-18 Digital Leak Detectors, Primayer Enigma Digital Leak Correlation Loggers, Metrotech HL-5000x Acoustic Leak Detector, Primayer Eureka Model 2R Digital Computerized Leak Correlators and Z-Corr Logging Correlators.

Digital Line Tracers and Ferrous Box Locators: Schonstedt Rex Line Tracer and Schonstedt Maggie Ferrous Box Locator

Pricing Includes: Comprehensive acoustic & digital system wide survey of the town of **Wayland's** Water System (approximately 102 miles; including all of the Town's well sites) and corresponding final leak survey report. **Survey to be completed by 6/30/2020.**

Price per mile: \$97, System Wide Survey total not to exceed: \$9,894.00

**TOWN OF WAYLAND
ON-CALL ENGINEERING SERVICES
CONTRACT NO. 18-2003
TASK ORDER NO. 13
STONESBRIDGE ARMY CORPS PERMITTING ASSISTANCE**

The above-referenced contract between the Town of Wayland and **TEC, Inc. - The Engineering Corp, 146 Dascomb Road, Andover, MA 01810** will be amended to include a Task Order as follows:

This Task Order is for the provision of **Stonesbridge Army Corps Permitting Assistance Services** as specified in the attached proposal, dated **March 2, 2020**, at a cost not to exceed **\$8,000 (Eight Thousand Dollars and no cents)**. The Work shall be completed by **June 30, 2021**.

All other particulars will remain the same and in accordance with the original contract dated July 27, 2017.

Town of WAYLAND, Massachusetts (Owner)

Town of Wayland, by its Board of Selectmen

_____ Date: _____

Cherry C. Karlson, Chair

_____ Date: _____

Lea T. Anderson

_____ Date: _____

Mary M. Antes

_____ Date: _____

Thomas J. Fay

_____ Date: _____

Douglas A. Levine

ENGINEER: TEC, Inc.

By  Date: 3/4/20

KEVIN R. DANDRADE

(Name)

PRINCIPAL

(Title)

146 DASCOMB RD.

(Address)

ANDOVER, MA 01810

(City and State)

kdandrade@theengineeringcorp.com

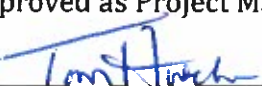
(email address)

Approved as Chief Procurement Officer:

By  Date: 3/5/2010

Louise L. E. Miller, Town Administrator

Approved as Project Manager:

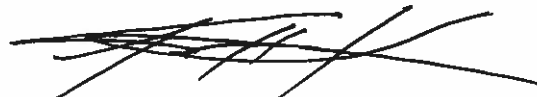
By  Date: 3.5.2020

Thomas Holder, DPW Director

Approved as to Form:

By _____ Date: _____

KP Law, P.C., Town Counsel



KENNETH KEEFE, PUBLIC BUILDINGS DIRECTOR

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.: 23200603 54199

Purchase Order No.: _____



CLIENT AUTHORIZATION

New Contract

Project No.: _____

Amendment No.:

Date: March 2, 2020

Project Name: Old Stone Bridge; Wayland, MA

Client: Town of Wayland
Department of Public Works
66 River Road
Wayland, MA 01778

Fee Proposal	
TEC Labor	\$8,000.00
Meetings	Included
Expenses	<u>Included</u>
UPSET LIMIT	\$8,000.00

Requested by: Client

Lump Sum Time & Expenses
 Cost + Fixed Fee Other
Estimated Date of Completion: As Directed

Scope of Services:

The Town of Wayland (Client) has retained TEC, Inc. (TEC) to provide environmental permitting services for the Old Stone Bridge located on the Sudbury River in Wayland and Framingham, MA. The project was issued an Order of Conditions dated August 31, 2017. The Client has provided bridge improvement plans, prepared by Structures North Consulting Engineers, dated January 20, 2019, which shall be the basis of the environmental permitting, and will be included in all filings. No additional existing conditions information or wetland delineation is included in this proposal. Services to be performed are as outlined in the tasks below:

Task 1 – Army Corps Permitting (Time and Expenses) UPSET LIMIT \$8,000.00

- Prepare a Pre-Construction Notification Form with the U.S. Army Corps of Engineers (USACE). It is anticipated that a PCN will be necessary because the Sudbury River is considered "Wild and Scenic".

Additional services not listed above may be performed at the request of the Client and will be considered an amendment to this agreement. Chapter 91 License Authorization is not included in this proposal.

Services will begin upon signed authorization of this agreement. TEC will invoice the Client monthly on a time and expenses basis for the services performed under Task 1, not to exceed more than \$8,000.00 without receiving prior written consent from the Client.

This proposal is valid for a period of 45 days.

Project PM: Peter F. Ellison, PE

Please execute this Client Authorization for TEC, Inc. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to TEC.

Subject to attached terms & conditions

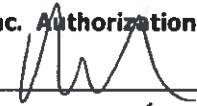
Subject to terms & conditions in our original agreement
(Town on-call MSA Contract 18-2003)

TEC, Inc. Authorization

By

Title

Date


Principal
3/2/20

Client Authorization *(Please sign original & return)*

By

Title

Date

**PUBLIC DOCUMENTS PROVIDED TO THE BOARD OF SELECTMEN FROM
FEBRUARY 20, 2020 THROUGH AND INCLUDING MARCH 5, 2020 OTHERWISE
NOT LISTED AND INCLUDED IN THE CORRESPONDENCE PACKET FOR MARCH
9, 2020**

Items distributed to the Board of Selectmen –February 20, 2020 – March 5, 2020
(none)

**Items Distributed for Information and Use by the Board of Selectmen at the Meeting of
February 24, 2020**

1. Article F: Compensation for Town Clerk draft
2. Article Y: Spencer Circle Street draft
3. Article Z: Loker Turf Field draft
4. Article CC: Finance Committee involvement in Collective Bargaining draft
5. Article DD: Limit Carrying of Firearms or Dangerous Weapons draft
6. Article EE: Change Election Date draft
7. FTEs 2021 for approval
8. Wages for Warrant 2020 for approval
9. Recreation Minimum Wage Warrant Update for 2020
10. Press Release Board of Selectmen Goals for 2020
11. ATM 2020 Article Order draft as of Feb 5, 2020
12. Ballot question regarding the Town being exempt from the provisions of the Proposition two-and-one-half in order to complete the roof replacement at Loker Elementary School

**Items included as part of the Agenda Packet for discussion during the March 9, 2020
Board of Selectmen Meeting**

1. Draft of Board of Selectmen Meeting Minutes held on 02-24-2020
2. Draft of Board of Selectmen Meeting Minutes held on 02-10-2020
3. Article 27: Repeal Chapter 193 of the Code of the Town of Wayland
4. Article 9: Fiscal Year 2021 Omnibus Budget
5. Open Meeting Law Complaint Form submitted by George Harris on March 3, 2020
6. Open Meeting Law Complaint Form submitted by George Harris on March 4, 2020
7. Conservation Commission's Request of expending \$23,000 from the Conservation Gift Account for the implementation the habitat management recommendations prepared by Mass Audubon in the Cow Common Land Management Plan and supplemental material
 - b. Bobolinks information guide
 - c. Cow Common Conservation Area Map
13. List of Expenditures of Wayland Fire Department for the \$10,000 gift from Middlesex Savings Bank
14. Permanent Municipal Building Committee (PMBC) March 3, 2020 report on Loker Elementary School Roof Replacement Project and Loker Recreation Area Turf Field Project
15. Letter from Geoffrey Beckwith, Executive Director & CEO of MMA re: Comments regarding the Proposed PFAS MCL in 310 CMR 22.00

BOARD OF SELECTMEN
Monday, March 9, 2020
6:45 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road, Wayland, MA

CORRESPONDENCE

1. Correspondence from Rachel Bratt, Chair of the Wayland Housing Partnership, to Alana Murphy, Deputy Associate Director of Local Initiative Program at Department of Housing & Community Development on February 26, 2020 re: Development of Unit at 11 Hammond Road, Wayland, MA – LIP Project Application.
2. Correspondence from Charlie Baker, Massachusetts Governor, to Louise Miller, Town Administrator, dated Feb 28, 2020 re: Chapter 90 apportionment for Fiscal Year 2020 in the amount of \$475,606 which will automatically be incorporated into the Town's existing 10-year Chapter 90 contract.
3. Correspondence from Greg Franks, Xfinity Comcast Senior Manager to Wayland Board of Selectmen, dated February 28, 2020 re: 2019 license fee payment in the amount of \$1,016
4. Correspondence from George Harris, Citizen of Wayland, to Cherry Karlson, Chair of the Board of Selectmen, dated February 24, 2020 re: Article FF, appointing authority of Finance Committee
5. Correspondence from George Harris, Citizen of Wayland, to Cherry Karlson, Chair of the Board of Selectmen, dated February 26, 2020 re: Article FF, Selectmen voting unanimously against having the moderator appoint the Finance Committee and the reasons made.