

PACKET

March 27

2020



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

Revises Agenda posted at 11:14 am on March 25, 2020

BOARD OF SELECTMEN

Friday, March 27, 2020

12:00 p.m.

Wayland Town Building

Council on Aging 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.

***In compliance with the revised Open Meeting Law requirements, we will live stream the meeting on WayCAM. Public Comment will be received by Phone at 508-358-6812 for this meeting. The phone number will be active during the public comment portion of the meeting. Thank you in advance for your patience; we intend to address all calls that come in during the Public Comment period.**

- 12:00 pm 1. Call to Order, Review Agenda for Public
- 12:02 pm 2. Announcements and Public Comment (moved to item 4 below*)
- 12:05 pm 3. COVID-19: Town Administrator update and review of Response Plan
- 12:25 pm 4. Public Comment*
- 12:30 pm 5. COVID-19: action items
 - 1. Delegation of authority transferred to Louise Miller, Town Administrator
 - a. Discuss and potential vote
 - 2. Plastic bag ban: Discuss and potential vote to suspend ban
 - 3. Discussion of volunteer efforts/food pantries
 - 4. Other topics not reasonably anticipated
- 12:40 pm 6. Rivers Edge: discussion and potential vote to sign 11th amendment to the Land Disposition Agreement to extend closing date
- 12:45 pm 7. Town Finance: discussion of short term financing (BAN due in April 2020)
- 12:50 pm 8. Minutes: Review and vote to approve minutes of March 20, 2020 and March 24, 2020
- 12:55 pm 9. Consent: Review and vote to approve (see separate sheet)
- 1:00 pm 10. Correspondence Review

BOARD OF SELECTMEN
Friday, March 27, 2020
12:00 p.m.
Wayland Town Building
41 Cochituate Road, Wayland, MA

- 1:05 pm 11. Selectmen's reports and concerns
- 1:10 pm 12. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any
- 1:15 pm 13. Enter into Executive Session
- I. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and approve the executive session minutes of December 16, 2019 (first session) and March 9, 2020.
- APPROVE AND HOLD: Executive Session minutes of December 16, 2019 (first session) and March 9, 2020.
- 1:20 pm 14. Adjourn



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JULIA JUNGHANNS, R.S., C.H.O.
DIRECTOR OF PUBLIC HEALTH
TEL. (508) 358-3617
www.wayland.ma.us

To: All Wayland Residents
From: Town Administrator, Louise Miller
Director of Public Health, Julia Junghanns
Date: March 25, 2020 at 3:00 pm

Re: Update on Wayland Businesses – Liberty Pizza Reopened

Thank you for your patience as Wayland continues to address multiple facets of its COVID-19 response plan. The following is an update on Liberty Pizza, 116 Main Street, Wayland:

Liberty Pizza, 116 Main Street, Wayland: Liberty Pizza has reopened. The store worked cooperatively with the Wayland Health Department and Director of Public Health to follow all CDC protocols for reopening. All employees and family members who had close contact with the COVID-19 positive person are in self-quarantine and will not be working. The building was deep cleaned and all perishable food products were disposed of prior to reopening.

We continue to urge all residents to evaluate their own health and determine if they are feeling mildly ill with a head cold, headache, cough and/or experiencing any CDC identified symptoms of COVID-19, which include fever, cough, and shortness of breath. If you are feeling any symptoms, we advise you to contact the Wayland Health Department at the Coronavirus Hotline 508-358-6805 and your primary care physician for guidance. If you or anyone in your family has any symptoms of being ill, we advise you to stay quarantined at home until you are feeling better and follow up with your primary care physician as needed.

The Town will also provide general help for residents who may need assistance obtaining basic and important life necessities, such as food or medications, by calling 508-358-7701.



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To: All Residents
From: Town Administrator and Health Director
Date: March 25, 2020 at 3:00 pm
Re: Landscaping Work

With spring starting, the Town has received many questions about the extent of permissible outdoor landscaping work.

The Governor's Order of March 23, 2020 required all businesses and other organizations that provide non-essential services to close as of noon March 24. Under the Governor's Order, this includes landscape service providers.

Outdoor landscaping work by homeowners and other property owners is permitted and recommended. While it is still early spring, the growing season will begin shortly for plants and trees. Please be aware that ticks have also started to become active. We recommend that, to the greatest extent possible, all outdoor maintenance be continued at this time. If grass and shrubbery are not maintained, they create a potential nuisance and can harbor pests, including ticks. Please let us know if you have any questions about this guidance.

* * * * *

We continue to urge all residents to evaluate their own health and determine if they are feeling mildly ill with a head cold, headache, cough and/or experiencing any CDC identified symptoms of COVID-19, which include fever, cough, and shortness of breath. If you are feeling any symptoms, we advise you to contact the Wayland Health Department at the Coronavirus Hotline 508-358-6805 and your primary care physician for guidance. If you or anyone in your family has any symptoms of being ill, we advise you to stay quarantined at home until you are feeling better and follow up with your primary care physician as needed.

The Town will also provide general help for residents who may need assistance obtaining basic and important life necessities, such as food or medications, by calling 508-358-7701.



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To: All Residents
From: Town Administrator and Health Director
Date: March 26, 2020 at 11:30 am
Re: Landscaping Services – Added to Essential Services List

Landscape companies are now on the list of Essential Services.

On March 25, the Secretary of the MA Economic Office of Housing and Economic Development stated the following with regard to including Landscaping Services on the list of Essential Services:

Landscaping companies can continue operating as an essential service but should adhere to social distancing protocols for workers and customers in accordance with guidance from the Department of Public Health.

We will continue to communicate any updates to the list of Essential Services as we become aware of them.

We continue to urge all residents to evaluate their own health and determine if they are feeling mildly ill with a head cold, headache, cough and/or experiencing any CDC identified symptoms of COVID-19, which include fever, cough, and shortness of breath. If you are feeling any symptoms, we advise you to contact the Wayland Health Department at the Coronavirus Hotline 508-358-6805 and your primary care physician for guidance. If you or anyone in your family has any symptoms of being ill, we advise you to stay quarantined at home until you are feeling better and follow up with your primary care physician as needed.

The Town will also provide general help for residents who may need assistance obtaining basic and important life necessities, such as food or medications, by calling 508-358-7701.

**ELEVENTH AMENDMENT TO
LAND DISPOSITION AGREEMENT**

This Eleventh Amendment to Land Disposition Agreement (this "Amendment") is made and entered into by and between **TOWN OF WAYLAND**, acting by and through its Board of Selectmen (hereinafter "Seller"), a Massachusetts municipal corporation, and **WP EAST ACQUISITIONS, L.L.C.**, a Georgia limited liability company (hereinafter "Buyer").

Recitals:

A. Seller and Buyer previously entered into that certain Land Disposition Agreement with an effective date of June 28, 2017 (the "Original Contract"), as amended by that certain First Amendment to Land Disposition Agreement dated as of October 24, 2017, as further amended by that certain Second Amendment to Land Disposition Agreement dated as of October 31, 2017, as further amended by that certain Third Amendment to Land Disposition Agreement dated as of December 18, 2017, as further amended by that certain Fourth Amendment to Land Disposition Agreement dated as of February 26, 2018, as further amended by that certain Fifth Amendment to the Land Disposition Agreement dated May 23, 2018, as further amended by that certain Sixth Amendment to the Land Disposition Agreement dated August 29, 2018, as further amended by that certain Seventh Amendment to the Land Disposition Agreement dated February 28, 2019, as further amended by that certain Eighth Amendment to Land Disposition Agreement dated March 7, 2019 (the "Eighth Amendment"), as further amended by that certain Ninth Amendment to Land Disposition Agreement dated April 29, 2019 (the "Ninth Amendment"), and as further amended by that certain Tenth Amendment (the "Tenth Amendment") to Land Disposition Agreement dated May 31, 2019 (as amended, the "Contract") for the purchase and sale of that certain parcel of land located 484-490 Boston Post Road, Wayland, Massachusetts (the "Property"), as is more fully described in the Contract.

B. The Parties wish to amend the Contract to confirm the current deadline for Closing under the Contract.

Terms and Conditions:

In consideration of the mutual covenants, agreements, and undertakings set forth in the Contract and in this Amendment, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller and Buyer agree as follows:

1. Capitalized Terms; Recitals. All capitalized terms used herein but undefined (including those set forth in the Recitals) shall have the meaning as defined in the Contract. The foregoing Recitals are hereby incorporated as agreements of the parties hereto.

2. Extension of Closing Date. The Initial Closing Date of April 2, 2020 and the Outside Closing Date of March 31, 2022, as set forth in Section 4 of the Ninth Amendment, shall be extended to December 31, 2020 and December 31, 2022, respectively. Notwithstanding anything in the Contract to the contrary, Buyer shall have the right to trigger an earlier Closing Date by providing written notice to Seller of the desired Closing Date at least 10 business days prior to the then current Closing Date.

3. Ratification. Except as expressly amended by this Amendment, the Contract remains in full force and effect and is hereby expressly ratified and confirmed in its entirety by the parties hereto.

4. Multiple Counterparts. An executed facsimile or “PDF” of this Amendment is an acceptable form of acceptance of this Amendment and the parties may execute this Amendment in counterparts. This Amendment shall from this date forward be considered a part of the Contract.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations under this Amendment to be effective on the last date set forth below.

BUYER:

WP EAST ACQUISITIONS, L.L.C.,
a Georgia limited liability company

By: _____

Name:

Title:

Date: _____

SELLER:

TOWN OF WAYLAND

By: _____

Name:

Title:

Date: _____



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

Draft Meeting Minutes
BOARD OF SELECTMEN
Monday, March 20, 2020
10:00 a.m.
Wayland Town Building
Council Aging Room
41 Cochituate Road, Wayland, MA

Note: In compliance with the March 12, 2020 Massachusetts Office of the Governors' Order Suspending Certain Provisions of the Open Meeting Law M.G.L. Chapter 30A, Section 20, the March 20, 2020 Board of Selectmen meeting was livestreamed on local broadcast on WayCAM. Public Comment was accessible by telephone during the time designated for Public Comment.

Attendance: Lea T. Anderson, Mary M. Antes, Thomas J. Fay, Cherry C. Karlson, Douglas A. Levine (D. Levine participated remotely by telephone)

Also Present: Town Administrator Louise Miller, Assistant Town Administrator Elizabeth Doucette, Management Analyst Seath Crandall

A1. Call to Order by Chair, Review the Agenda for the Public C. Karlson called the meeting of the Board of Selectmen to order at 10:00 a.m. in the Wayland Town Building Council on Aging Room when a quorum was present, and noted that the meeting would be broadcast live and recorded for later broadcast by WayCAM. C. Karlson announced that D. Levine would participate remotely to maintain social distance and noted a phone number (508-358-6812) for the public to call to offer comments during the Public Comment agenda item. C. Karlson reviewed the agenda and for the public.

A2. Announcements and Public Comment (included in item A3) C. Karlson read a statement thanking Town employees responding to the COVID-19 situation. C. Karlson announced that COVID-19 updates are posted to www.wayland.ma.us, and residents are encouraged to subscribe to alerts, at the bottom right of wayland.ma.us. C. Karlson announced the Wayland Health Department Coronavirus Hotline (508-358-6805) for medical questions, and a general help line (508-358-7701) for residents who may need assistance obtaining basic and important life necessities, such as food or medications. C. Karlson also announced that residents should expect the 2020 US Census forms to arrive soon.

A3. COVID-19: Town Administrator Update and Review of Response Plan L. Miller provided an update on Town Departments and Town Buildings. Non-essential departments that would not report physically to worksites are Recreation, Conservation, Building, Planning, Youth & Family Services, Library, and Veterans. L. Miller reported departments that would report on a limited basis are the Assessor, Finance, Treasurer, and Council on Aging. Though Council on Aging is limited, Town staff, would replace the volunteers to continue to provide Meals on Wheels. L. Miller reported that the Town issued and would continue to issue an accounts payable warrant and payroll. The Town Administrator's office was reduced to three personnel.

L. Miller reported that the essential departments of Police, Fire, Facilities and DPW would operate with an essential personnel rotation schedule and segregated into workgroups. Information Technology would continue to operate at full staff, some remotely. All essential personnel were on call. Health Department was fully staffed, and school nurses were called in as public health nurses to help with investigations and health related phone calls. All departments are instructed to maintain two months of supplies.

L. Miller reported that the School Department was closed, and only two staff members would report to Town Building. The Facilities Department was fully staffed. L. Miller reported that by the end of today Mar. 20 every vacant public building would be cleaned and fogged with disinfectant, and then locked until further notice; this included all school buildings, except for some portions of the high school building and the public library. The WHS Cafeteria was being used to provide meals. L. Miller reported that all public buildings were closed and locked; except Town Building by appointment for essential business only, and the vestibule of the Public Safety Building (38 Cochituate Road).

L. Miller noted that the Board of Assessors would meet to vote excise tax commitments on Mar. 24 and send last quarter tax bills. L. Miller reported that a communication regarding Board and Committee meetings has been distributed to all chairs.

L. Miller reported two businesses located in Wayland were closed due to presumptive positive COVID-19 test results in employees or employee families at Starbucks (44 Main Street), and Liberty Pizza (116 Main Street). The Health Department was conducting a health contact investigation.

L. Miller provided an update on proposed state legislation regarding elections and Town Meeting, the Board could expect state action or response by Mar. 23 to allow postponement of the election and Town Meeting.

1. Discussion on the following topics

a. Local State Of Emergency C. Karlson noted that Wayland bylaw Chapter 58 Section 3 terminates a declaration of local emergency five days from the day it takes effect, and would require the Board to convene every five days to re-declare a local state of emergency. C. Karlson recommended that the Board declare a local state of emergency to continue from Mar. 20 until the Board votes to lift it. T. Fay asked for the authority for the declaration. L. Miller noted M.G.L. Chapter 111 Section 95-105. L. Miller noted Police, Fire, Facilities and Health Department had the potential to experience deficit spending to certain lines, and sought authorization, if necessary, to facilitate and expedite the use of resources to meet the needs of responding to the public health emergency with written notice to the Board.

L. Miller read a declaration of local state of emergency:

“Whereas, on March 10, 2020, the Governor of the Commonwealth of Massachusetts issued a declaration of a state of emergency to respond to COVID-19;

Whereas, on March 13, 2020 the President of the United States announced a national declaration of emergency;

Whereas, on March 16, 2020 the Board of Selectmen of the Town of Wayland declared a local state of emergency;

Whereas, the state and federal governments have taken various actions to respond to the evolving COVID-19 public health emergency impacting the nation, the commonwealth and Wayland;

Whereas, the Board of Selectmen have determined that COVID-19 is a public health emergency that poses an immediate threat to the public safety and general welfare of the people residing both within and outside of the Town of Wayland;

Whereas, it is critical to take all steps necessary to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of the people of Wayland, which steps may be additional to steps that are taken by the state and federal governments; and

Whereas, declaring a state of emergency will facilitate and expedite the use of resources to protect persons from the impacts of COVID-19 including but not limited to emergency expenditures pursuant to M.G.L Chapter 44 Section 31;

Now, Therefore, We, the Board of Selectmen of the Town of Wayland, Massachusetts hereby declare that a state of emergency exists in the Town of Wayland. This declaration of emergency shall remain in effect until further notice is given pursuant to our judgment that the conditions leading to this declaration no longer exist.”

b. Town Election and Town Meeting Postponement C. Karlson reminded the Board that it acted at the last meeting to authorize L. Miller to pursue avenues to postpone the town events, but the Board had not acted on its intent to postpone the election or Town Meeting.

2. **Open for Public Comment *by telephone** There was none.

3. **Potential vote to extend Local State Of Emergency**

T. Fay moved, seconded by M. Antes, that the Board of Selectmen extend the declaration of a local state of emergency made by the Board on Mar. 16 indefinitely until the Board votes to terminate the state of emergency. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A3.1.c. Other topics not reasonably anticipated

T. Fay moved, seconded by L. Anderson, that the Board of Selectmen postpone the Annual Town Election and Annual Town Meeting indefinitely until the Board votes a date certain for each event. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

C. Karlson reported that L. Miller is working with the Finance Director on every department's spending and that there may be a need to authorize L. Miller to deficit spend on line item budgets, while staying within the general fund total budget approved at Town Meeting. C. Karlson requested that L. Miller inform the Board of Selectmen prior to deficit spending. L. Miller explained that this would apply to four departments: Health, Fire, Police, and Facilities. It would allow spending more in the expense or payroll line items to meet needs in addressing this emergency.

M. Antes moved, seconded by T. Fay, that the Board of Selectmen authorize the Town Administrator to deficit spend on Town line items within the General Fund Budget with written notification to the Board. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

L. Anderson moved, seconded by M. Antes, that the Board of Selectmen support and sign the declaration of emergency as read by Town Administrator L. Miller. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A4. Minutes: Review and vote to approve minutes of March 9, March 12, and March 16, 2020

L. Anderson moved, seconded by M. Antes, that the Board of Selectmen vote to approve the meeting minutes of March 9, 2020, March 12, 2020 as amended, and March 16, 2020 as amended. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A5. 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 the question of approving two (2) sandwich boards to be displayed from April 4, 2020 to April 11, 2020 at the following locations: Old Connecticut Path and Cochituate Road (Five Paths) and Route 20/Old Connecticut Path by the Coach Grill promoting the Wayland High School Scholarship for 2020 graduating seniors.
3. Vote the question of approving the invoice for KP Law, dated March 14, 2020, Invoice No. 125011, for legal services rendered through February 29, 2020: \$10,504.18

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

A6. Correspondence Review. The Board reviewed correspondence included in the Board Packet.

A7. Selectmen's reports and concerns. L. Anderson read a letter ("Another Example of Caring Community") to the editor published in the Town Crier written by M. Antes. M. Antes reported pilot check from the Housing Authority.

A8. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any. There were no additional topics other than those addressed in Agenda item 3.

A9. Adjourn T. Fay moved, seconded by L. Anderson, to adjourn the meeting at 11:25 a.m. Roll Call Vote: 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 March 20, 2020

1. None.

Items included as part of the Agenda Packet for discussion during the March 20, 2020 Board of Selectmen Meeting

1. Draft of Board of Selectmen Meeting Minutes held on 03-09-2020
2. Draft of Board of Selectmen Meeting Minutes held on 03-12-2020
3. Draft of Board of Selectmen Meeting Minutes held on 03-16-2020
4. Town of Wayland, MA eCode360, Section § 58-3 States of emergency.
5. COVID-19 Release Date: March 17, 2020 at 11:00 am; To: All Residents From: Town Administrator Re: Message from Eversource
6. COVID-19 Release Date: March 17, 2020 at 11:00 am; To: All Residents and Staff From: Town Administrator and Board of Selectmen Re: Board of Selectmen: Actions to Declare a Local State of Emergency, Postpone Town Election, and Postpone Town Meeting
7. COVID-19 Statement March 17, 2020 at 11:45 am; From: Board of Selectmen read at March 16, 2020 meeting Statement of Support and Thanks
8. COVID-19 Release Date: March 19, 2020 at 3:00 pm; To: All Residents From: Town Administrator and Health Director Re: Closing of 2 Local Wayland Food Businesses: Liberty Pizza and Starbucks

CORRESPONDENCE

1. Correspondence from Scott Bosworth, Undersecretary and Chief Strategic Officer of Massachusetts Department of Transportation to Board of Selectmen dated March 11, 2020 re: Notice of Nonrenewal regarding parking of school buses and a trailer on certain land known as 105 Boston Post Road, Sudbury, Massachusetts
2. Correspondence from Michael Babineau, Transmission Arborist, Vegetation Management, Eversource, to Louise Miller, Town Administrator, dated March 6, 2020, re: routine vegetation maintenance.



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CHERRY C. KARLSON
DOUGLAS A. LEVINE

Draft Meeting Minutes
BOARD OF SELECTMEN
Tuesday, March 24, 2020
2:00 p.m.
Wayland Town Building
Council Aging Room
41 Cochituate Road, Wayland, MA

Note: In compliance with the March 12, 2020 Massachusetts Office of the Governors' Order Suspending Certain Provisions of the Open Meeting Law M.G.L. Chapter 30A, Section 20, the March 24, 2020 Board of Selectmen meeting was livestreamed on local broadcast on WayCAM. Public Comment was accessible by telephone during the time designated for Public Comment.

Attendance: Lea T. Anderson, Mary M. Antes, Thomas J. Fay, Cherry C. Karlson, Douglas A. Levine (T. Fay and D. Levine participated remotely by videoconferencing, M. Antes and L. Anderson by telephone, C. Karlson was present at Town Building)

Also Present: Town Administrator Louise Miller

A1. Call to Order by Chair, Review the Agenda for the Public C. Karlson called the meeting of the Board of Selectmen to order at 2:13 p.m. in the Wayland Town Building Council on Aging Room when a quorum was available, and noted that the meeting would be broadcast live and recorded for later broadcast by WayCAM. C. Karlson noted members who would participate remotely to maintain social distance, and a phone number (508-358-6812) for the public to call to offer comments during the Public Comment agenda item. C. Karlson reviewed the agenda for the public.

A2. Announcements and Public Comment (included in item A3) C. Karlson thanked Management Analyst Jason Adams and IT Director Mike McCann for audiovisual support, and the Health Department staff for efforts during the public health emergency.

A3. COVID-19: Town Administrator Update and Review of Response Plan L. Miller reported that Town Departments had been reduced to only minimum essential personnel. Police, Fire and Health were all reporting physically on a full-time basis, but with modified rotating schedules. Treasury, Clerk, Finance, IT, and Town Administrator's Office would have a presence in the Town Building at all times, and the Assessor was reporting on a limited basis. The Board of Assessors would be meeting weekly. Public Facilities Director and IT Director would also report full-time. Payroll would be processed remotely for base salaries only.

1. Discussion on the following topics

a. State Legislation update L. Miller reported that she had been working with Sean Cronin from the Massachusetts Department of Revenue's Division of Local Services on pending legislation for implications for FY2020 and FY2021. L. Miller reported that the Town still needed guidance on the FY2021 Budget, if a budget would not be voted by June 30, 2020. L. Miller reported that Senate Bill No. 2608, "granting authority to postpone 2020 municipal elections had been passed yesterday by the state legislature. D. Levine confirmed that the bill had been signed by the Governor, now known as Chapter 45 of the Acts of 2020. L. Miller reported that Public Library personnel had used the Town's 3-D printer to print two plastic reusable n95 masks. The masks would undergo testing; if successful, additional masks could contribute to alleviating the shortage of Personal Protective Equipment (PPE). T. Fay asked if there was any expectation for limiting

outdoor evening activities this spring due to the public health risk of Eastern Equine Encephalitis virus (EEE). L. Miller reported there had been no curfew advisory yet, but that the Town would plan for aerial spraying, as mosquito control was deemed an essential function during the local state of emergency. L. Miller reported that the CDC advised the public to not use reusable shopping bags.

b. **Town Meeting and Town Election Postponement, Vote as necessary** L. Miller recommended that the Board act to postpone the Town Election to a date certain before June 30, 2020. L. Miller had consulted the Town Clerk and recommended Tuesday, June 9, 2020. C. Karlson noted the intent of the Board was to keep the Town Meeting within seven days of the election, as intended by Chapter 36-1 of the Town Code; therefore the Town Meeting could start Sunday, June 14, 2020. L. Miller noted that there was currently no authority to move the Town Meeting more than thirty days; Senator Rausch was working on new legislation that would authorize the Town Moderator and the Board to set a new date for Town Meeting beyond thirty days, and recommended that the Board table action to postpone Town Meeting.

D. Levine moved, seconded by L. Anderson, that the Board of Selectmen, pursuant to the passage of March 22, 2020 Bill No. 2608 of state legislation, now known as Chapter 45 Section 1 of the Acts of 2020, signed by the Governor, move the date of the local election from Tuesday, March 31, 2020 to Tuesday, June 9, 2020. In discussion, T. Fay asked if the Moderator had been notified of the change. L. Miller confirmed that the Moderator, Town Clerk, Town Counsel, and vendors has been notified to coordinate the postponement of both events. In discussion, the Board also heard public comment. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

c. **Other topics not reasonably anticipated**

2. **Open for Public Comment***

A. Lewis, Claypit Hill Road, called by telephone, voiced opinion that June 9, 2020 was too soon and noted for the public that absentee ballots and early voting options would be available.

Richard Turner, Nobb Hill Road, called by telephone, and commented on the use of single-use plastic bags, and asked the supermarkets to put signs on entrances alerting customers of any policy changes; he also endorsed the use of paper bags. R. Turner asked if the Citizens Emergency Response Team (CERT) would be involved in COVID-19 response. L. Miller reported that the Towns' intent is to limit interactions with citizens and had not yet called on the CERT.

A4. Minutes: Review and vote to approve minutes of March 20, 2020 C. Karlson reported there were no minutes to approve.

A5. Consent: Review and vote to approve (see separate sheet)

1. Vote the question of approving and signing the weekly payroll and expense warrants.

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

A6. Correspondence Review The Board reviewed correspondence included in the Board Packet.

A7. Selectmen's reports and concerns M. Antes reported that she had picked up six sign boards from the League of Women Voters in Concord and would like the signs to be put at locations in Wayland. C. Karlson recommended the topic be put on a future agenda.

A8. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any.

Single signing authority for weekly warrants L. Anderson moved, seconded by, M. Antes, that the Board vote to designate C. Karlson or T. Fay to be a single signing authority upon a Board vote for weekly warrants. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

C. Karlson suggested a future agenda item to suspend the Town's ban on single-use plastic bags, which conflicts with current advice to grocers from the CDC against reusable bags. C. Karlson recommended a standing weekly meeting for the Board.

A9. Adjourn D. Levine moved, seconded by T. Fay, to adjourn the meeting at 3:05 p.m. Roll Call Vote: 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 March 24, 2020

1. There were none.

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

1. COVID-19 Notice: Date: March 20, 2020 To: All Food Establishments From: Wayland Health Department Re: COVID-19 (2019 novel Coronavirus) Update
2. COVID-19 Notice: Date: March 21, 2020 To: All Residents Re: 150 Main Street CVS Temporary Closure
3. COVID-19 Notice Date: March 23, 2020 at 10:45 am To: All Wayland Residents From: Town Administrator, Louise Miller, Director of Public Health, Julia Junghanns Re: Update on Wayland Businesses
4. COVID-19 Notice Date: March 23, 2020 at 11:45 a.m. To: All Wayland Residents and Businesses From: Town Administrator, Louise Miller Re: Governor's Order No. 13 of COVID-19 Essential Services
5. COVID-19 Notice Date March 23, 2020 at 12:15 p.m. on Governor's signed order closing all non-essential business and limit gathering sizes
6. COVID-19 Notice Dated March 23, 2020 at 12:20pm Essential Services, by Order of the Governor
7. Senate Bill No. 2608 filed March 23, 2020, "granting authority to postpone 2020 municipal elections in the commonwealth and increase voting options in response to the declaration of emergency to respond to COVID-19."

CORRESPONDENCE

1. Correspondence from Carrie Benedon, Massachusetts Assistant Attorney General, to George Harris, Wayland Resident, copy to Cherry Karlson, Board of Selectmen Chair dated March 23, 2020 re: Notice of extension to the Open Meeting Law complaints filed by George Harris to May 27, 2020.

PUBLIC DOCUMENTS PROVIDED TO THE BOARD OF SELECTMEN FROM MARCH 24, 2020 THROUGH AND INCLUDING MARCH 26, 2020 OTHERWISE NOT LISTED AND INCLUDED IN THE CORRESPONDENCE PACKET FOR MARCH 24, 2020

Items distributed to the Board of Selectmen –March 24, 2020 – March 26, 2020

1. Draft of Board of Selectmen Executive Session Minutes held on 12-16-2019

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

(none)

Items included as part of the Agenda Packet for discussion during the March 27, 2020 Board of Selectmen Meeting

1. Draft of Board of Selectmen Meeting Minutes held on 03-20-2020
2. Draft of Board of Selectmen Meeting Minutes held on 03-24-2020
3. Notice on COVID-19 Update on Liberty Pizza dated March 25, 2020 at 3:00pm
4. Notice on COVID-19 Update on Guidance Regarding Landscaping Services dated March 25, 2020 at 3:00pm
5. Notice on COVID-19 Update on Landscaping Services – Added to Essential Services List dated March 26, 2020 at 11:30am
6. Draft of Amendment Eleven to the Land Disposition Agreement on the Rivers Edge Project.

BOARD OF SELECTMEN
Friday, March 27, 2020
12:00 p.m.
Wayland Town Building
41 Cochituate Road, Wayland, MA

CONSENT CALENDAR

1. Vote the question of approving and signing the weekly payroll and expense warrants
2. Vote the question of approving and signing invoice #124548 from KP Law, dated February 20, for professional services rendered through January 31, 2020 in the amount of \$6,193.83
3. Vote the question of approving and signing invoice #124811 from KP Law, dated February 21, 2020 for tax services rendered through January 31, 2020 in the amount of \$264.50
4. Vote the question of approving and signing invoice #125176 from KP Law, dated March 17, 2020 for tax services rendered through February 29, 2020 in the amount of \$209.80
5. Vote the question of approving and signing Contract Agreement no. 20-2034 with WindRiver Environmental for sludge hauling and disposal at a cost of \$11,642.85, for the Water Division
6. Vote the question of approving and signing Contract Agreement no. 20-2024 with Nashoba Analytical, LLC for water laboratory analytical testing services for three (3) years at a cost of \$85,785
7. Vote the question of approving and signing Task Order no. 12 on Contract Agreement no. 18-2003 with TEC, Inc. – The Engineering Corp for engineering services to the Old Sudbury Road Bridge Rehabilitation at a cost not to exceed \$74,000
8. Vote the question of approving and signing Task Order no. 12 on Contract Agreement no. 18-2005 with TATA & Howard for engineering services for the MassDEP Water Management act at a cost not to exceed \$20,400, to permit renewal order to complete response
9. Vote the question of approving and signing invoice #23 from VDH, dated March 4, 2020 for legal services rendered in the amount of \$166.60

KP LAW, P.C.
101 ARCH STREET
FLOOR 12
BOSTON, MA 02110

INVOICE NO: 124548

WAYLAND TOWN HALL
41 COCHITUATE ROAD
WAYLAND, MA 01778

IN REFERENCE TO: PROFESSIONAL SERVICE
THROUGH

January 31, 2020

February 20, 2020

TOTAL FEES:	\$4,560.00
TOTAL COSTS:	<u>\$1,633.83</u>
BALANCE DUE:	<u>\$6,193.83</u>

KP LAW, P.C.

101 ARCH STREET
FLOOR 12
BOSTON, MA 02110

INVOICE NO: 124811

WAYLAND TAX
MS. LOUISE MILLER
WAYLAND TOWN HALL
41 COCHITUATE ROAD
WAYLAND, MA 01778

IN REFERENCE TO: PROFESSIONAL SERVICE
THROUGH

January 31, 2020

February 21, 2020

TOTAL FEES:	\$159.50
TOTAL COSTS:	<u>\$105.00</u>
BALANCE DUE:	<u>\$264.50</u>

KP LAW, P.C.
101 ARCH STREET
FLOOR 12
BOSTON, MA 02110

INVOICE NO: 125176

WAYLAND TAX
MS. LOUISE MILLER
WAYLAND TOWN HALL
41 COCHITUATE ROAD
WAYLAND, MA 01778

IN REFERENCE TO: PROFESSIONAL SERVICE
THROUGH

February 29, 2020

March 17, 2020

TOTAL FEES:	\$145.00
TOTAL COSTS:	<u>\$64.80</u>
BALANCE DUE:	<u>\$209.80</u>

**TOWN OF WAYLAND, MASSACHUSETTS
AGREEMENT FOR
SLUDGE HAULING AND DISPOSAL SERVICES**

**CONTRACT NO. 20-2034
WINDRIVER ENVIRONMENTAL**

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 **WindRiver Environmental**, having a usual place of business at **54 Knox Trail, Acton, MA**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of **Sludge Hauling and Disposal Services for the Water Division**, hereinafter "the Project"; and

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

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

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

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Request for Price Quotes **20-2034, dated March 11, 2020**, Instructions to Bidders and the CONTRACTOR's Proposal, dated **March 11, 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 providing **Sludge Hauling and Disposal Services**, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from the agreement date listed above and shall expire on **June 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 **\$11,642.85**, 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 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.

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. 20-2034
SLUDGE HAULING AND DISPOSAL 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: WindRiver Environmental

By _____ Date: _____

(Name)

(Title)

(Address)

(City and State)

(email address)

**CONTRACT AGREEMENT NO. 20-2024
SLUDGE HAULING AND DISPOSAL SERVICES**

Approved as Project Manager:

By _____ Date: _____
Thomas Holder, Director of Public Works

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

_____ 61-451002-52100 _____
Appropriation No.

Purchase Order No.

**TOWN OF WAYLAND, MASSACHUSETTS
AGREEMENT FOR
WATER ANALYTICAL LABORATORY TESTING SERVICES**

**CONTRACT NO. 20-2024
NASHOBA ANALYTICAL, 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 **NASHOBA ANALYTICAL, LLC**, having a usual place of business at **31A Willow Road, Ayer, MA 01432**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of **Water Analytical Laboratory Testing 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 **20-2024, dated February 13, 2020**, Instructions to Bidders and the CONTRACTOR's Bid, dated **March 4, 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 providing **Water Laboratory Analytical Testing Services**, as more fully described in the Contract Documents as defined above.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from the agreement date listed above and shall expire on **March 14, 2023**, unless terminated earlier pursuant to the terms hereof. 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).
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 **\$85,785.00**, 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.

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

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.
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. 20-2024
WATER LABORATORY ANALYTICAL TESTING 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: Nashoba Analytical, LLC

By _____ Date: _____

(Name)

(Title)

(Address)

(City and State)

(email address)

CONTRACT AGREEMENT NO. 20-2024
WATER LABORATORY ANALYTICAL TESTING SERVICES

Approved as Project Manager:

By _____ Date: _____
Thomas Holder, Director of Public Works

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

61-451002-52103 _____
Appropriation No.

Purchase Order No.

**TOWN OF WAYLAND
ON-CALL ENGINEERING SERVICES
CONTRACT NO. 18-2003
TASK ORDER NO. 12
OLD SUDBURY ROAD BRIDGE REHABILITATION ENGINEERING SERVICES**

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 **Old Sudbury Road Bridge Rehabilitation Engineering Services** as specified in the attached proposal, dated **February 4, 2020**, at a cost not to exceed **\$74,000 (Seventy-Four 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

ENGINEER: TEC, Inc.

_____ Date: _____
Cherry C. Karlson, Chair

By  Date: 2/5/20

_____ Date: _____
Lea T. Anderson

JOEY P. TRUNFIO
(Name)

_____ Date: _____
Mary M. Antes

PRINCIPAL
(Title)

_____ Date: _____
Thomas J. Fay

146 DASCOMB RD
(Address)

_____ Date: _____
Douglas A. Levine

ANDOVER, MA 01923
(City and State)

jtrunfio@theengineeringcorp.com
(email address)

Approved as Chief Procurement Officer:

Approved as Project Manager:

By  Date: 3/25/2020
Louise E. Miller, Town Administrator

By  Date: 2.6.2020
Thomas Holder, DPW Director

Approved as to Form:

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

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 *Chp-90 Funds*
Brian Keveny, Director of Finance

Date: 3/25/20

Appropriation No.: 40422503 59300

Purchase Order No.: _____

CLIENT AUTHORIZATION

New Contract

Project No.: T0737.15

Amendment No.: 1

Date: February 4, 2020

Project Name: Bridge Repairs and Construction Phase Services; Bridge W-11-007; ST 27 (Old Sudbury Road) over Sudbury River; Wayland, MA

Client:	Town of Wayland Department of Public Works 66 River Road Wayland, MA 01778	Fee Proposal	
		Task 1	\$22,500.00
		Task 2	\$14,000.00
		Task 3	\$4,500.00
		Task 4	\$33,000.00
		Estimated Expenses	<u>Included</u>
		TOTAL	\$74,000.00

Requested by: Client

Lump Sum Time & Expenses
 Cost + Fixed Fee Other

Estimated Date of Completion: Design: May 2020,
 Construction: October 2020

Scope of Services:

The Town of Wayland (Client) has retained TEC, Inc. (TEC) to provide design and construction phase services to address the urgent structural repairs at the above referenced bridge. Services to be performed are as outlined below:

Task 1 – Final Design Engineering **\$22,500.00**

- Conduct a coordination meeting with MassDOT District 3 to discuss project goals and approach.
- Develop construction plans and details for substructure retrofits including pile jacketing and epoxy injection of cracks.
- Develop construction plans and details for deck repairs including deck patching, epoxy deck overlay and expansion joints at the end of the slab.
- Prepare construction cost estimate for Client review.
- Prepare temporary traffic management plans in accordance with MUTCD and MassDOT standards.
- Meet with the Client prior to submission to MassDOT to gather any input or comments on the plans.
- Submit a set of Construction Plans and specifications for MassDOT Ch. 85 review. This project will be performed as a "book job".
- Expenses under this item include mileage for site visits and printing costs for submissions with a budget of \$500.

Task 2 – Environmental Permitting **\$14,000.00**

- Prepare and file 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".
- Prepare and file a Notice of Intent (NOI) in accordance with the Wetlands Protection Act (WPA). TEC assumes that the Client will appear at the Conservation Commission meetings.
- Prepare and file a MESA Checklist with the Massachusetts Division of Fisheries and Wildlife.

Task 3 – Bid Document Preparation **\$4,500.00**

- After MassDOT's Chapter 85 Review, respond to and incorporate comments where necessary.
- Finalize Plans, Specifications and Estimate.

- Prepare bid tabs and compile bid documents. Prepare bid documents to meet the Client's standard format for procurement purposes through the public bidding process.
- Assist the Client in soliciting bids for the construction of the project and respond to Contractor questions during the bidding phase.
- Issue Addendums as necessary.
- Review bids and provide a recommendation for award.

Task 4 – Construction Phase Services

\$33,000.00

- Review and approve or otherwise act upon shop drawings, which are submitted per the contract documents. TEC will also issue interpretations and clarifications of the contract documents and in connection with, prepare work directive changes and sketches (SK's) as necessary.
- Anticipated Shop Drawings and Construction Submittals:
 - Pile Jacketing System – construction procedures and material cut sheets
 - Deck demolition plans
 - Temporary Shielding (if necessary)
 - Epoxy overlay system and construction procedures
- Review contractor invoices to confirm consistency with the work completed to date and approve or otherwise act upon prior to submittal to the Client for payment.
- Perform a walk through with the Client and the contractor to inspect the final construction for substantial completion and prepare a punch list of items to be completed. Once the punch list items have been satisfactorily completed, a letter will be provided by TEC recommending Client acceptance and project closeout.
- Provide construction oversight at the site on a part-time basis to observe construction, as a representative of the Client, to verify conformance with the Contract Documents. During such observation TEC may disapprove of or reject the contractor's work while in progress if it is believed to not be in conformance with the Contract Documents. TEC will prepare field reports when present on site to document weather conditions, equipment and personnel on-site, all unforeseen conditions, execution of work and quantities. For purposes of preparing an estimate, with a 10-week construction period requiring 16 hours per week has been assumed (estimated 160 hours).

Additional services not listed above may be performed at the request of the Client and will be considered an amendment to this agreement.

Services will begin upon signed authorization of this agreement. TEC will invoice the Client monthly on a percent complete basis for the services performed.

This proposal is valid for a period of 45 days.

Project PM: Bob Niccoli, P.E., S.E.

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 Principal

Date February 4, 2020

Client Authorization (Please sign original & return)

By _____

Title _____

Date _____

**TOWN OF WAYLAND
ON-CALL ENGINEERING SERVICES
CONTRACT NO. 18-2005
TASK ORDER NO. 12
ENGINEERING SERVICES FOR THE MASSDEP WATER MANAGEMENT ACT PERMIT
RENEWAL ORDER TO COMPLETE RESPONSE**

The above-referenced contract between the Town of Wayland and **Tata & Howard, 67 Forest Street, Marlborough, MA 01752** will be amended to include a Task Order as follows:

This Task Order is for the provision of **Engineering Services for the MassDEP Water Management Act Permit Renewal Order to Complete Response** as specified in the attached proposal, dated **March 24, 2020**, at a cost not to exceed **\$20,400 (Twenty Thousand Four Hundred Dollars and no cents)**. The work will be completed by **June 4, 2020**.

All other particulars will remain the same and in accordance with the Master Services Agreement dated July 24, 2017.

Town of WAYLAND, Massachusetts (Owner)

Town of Wayland, by its Board of Selectmen

_____ Date: _____
Cherry C. Karlson, Chair

_____ Date: _____
Douglas A. Levine

_____ Date: _____
Thomas J. Fay

_____ Date: _____
Mary M. Antes

_____ Date: _____
Lea T. Anderson

ENGINEER: Tata & Howard

By  Date: 3/24/2020

Karen L. Gracey
(Name)
Co-President
(Title)
67 Forest Street
(Address)
Marlborough, MA
(City and State)
kgracey@tataandhoward.com
(email address)

Approved as Chief Procurement Officer:

By  Date: 3/25/2020
Louise L. E. Miller, Town Administrator

Approved as Project Manager:

By  Date: 3.25.2020
Thomas Holder, DPW Director

Approved as to Form:

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

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: 3/25/20 Fund 61 Budget

Appropriation No.: _____

Purchase Order No.: _____

Acct No. 61451002 52100



March 24, 2020

Mr. Thomas Holder, Director
Department of Public Works
Town of Wayland
66 River Road
Wayland, MA 01778

Subject: Request for Task Order
Completion of a Response to the MassDEP Water Management Act Permit
Renewal Order to Complete
T&H No. 6431

Dear Mr. Holder:

Please accept this Request for Task Order for engineering services to complete a response to the Water Management Act (WMA) Permit Renewal Order to Complete (OTC) issued by the Massachusetts Department of Environmental Protection (MassDEP) dated March 6, 2020. The proposed work is included in the following Scope of Services below:

Scope of Services

WMA Permit Renewal - OTC Response:

1. Review the MassDEP's WMA Permit Renewal OTC and advise the Town on the necessary actions and responses, including the preparation of a Request for Information (RFI) from the Town.
2. Attend one (1) meeting with the Town and MassDEP to review the OTC and draft permit conditions. This meeting will establish MassDEP requirements for mitigation of withdrawals greater than the Baseline of 1.72 million gallons per day (MGD) and Minimization.
3. Prepare and submit a draft OTC Response to the Town for review and comment. Incorporate the review comments from the Town and submit the final OTC Response to the MassDEP. The response will include the following based on the requirements issued by the MassDEP in the OTC:
 - 3.1 Review and clarify the reported raw and finished water withdrawals between 2014 and 2018 as reported in the Annual Statistic Reports.
 - 3.2 Prepare and submit to the MassDEP an unaccounted-for water (UAW) compliance plan consistent with Appendix B of current Water Management Act Permit.

- 3.3 Coordinate with the Town to prepare an explanation for only implementing voluntary nonessential outdoor water use restrictions in 2019 even though the USGS stream gauge #01099500-Concord River below River Meadow Brook at Lowell fell below the 156 cubic feet per second (cfs) trigger for three (3) consecutive days in August and September 2019.
- 3.4 Coordinate with the Town on its current bylaw, ordinance, or regulation that authorizes enforcement of the seasonal limits on outdoor water use. Provide a copy to the MassDEP if the bylaw, ordinance, or regulation exists or detail how the Town intends to comply with the bylaw, ordinance, or regulation requirement if it does not currently exist.
- 3.5 Review and provide reasons for raw water withdrawal volumes not being reported in the ASRs for the withdrawal points listed in Table 4 of the OTC and identify measures the Town has or will implement to ensure compliance with the permit condition requirement to report raw water withdrawal from each source in the future.
- 3.6 Based on information included in the 2015 Water Resources Commission's Water Conservation Questionnaire, provide an update on the progress of the development of a written Conservation Program that meets the conditions of the Town's WMA permit.
- 3.7 Coordinate with the Town to submit information on the most recent full distribution system leak detection survey.
- 3.8 Provide a schedule for the Town's plan to implement an advanced metering infrastructure (AMI) meter reading system.
- 3.9 Review the Town's existing water use restriction bylaw and determine if the Town has the authority to implement seasonal outdoor water use restrictions to specifically limit irrigation to one (1) day or two (2) days per week as required by the proposed new permit condition or if only other restrictions are currently included in the bylaw.
- 3.10 Prepare a Minimization Plan that addresses the feasibility of implementing the Additional Reasonable Conservation Measures outlined in Appendix C of the OTC (Minimization Planning for WMA Permitting for Public Water Suppliers, Updated July 2018). Conservation measures implemented by the Town after 2005 may be eligible components of the Minimization Plan and will be included in the written plan with the date of implementation.
- 3.11 Prepare a mitigation plan for the volume of water the Town has included in its WMA Permit Renewal above the Town's 1.72 MGD baseline in the Concord Basin. Coordinate potential mitigation activities with the MassDEP to determine their eligibility and potential credits based on MassDEP WMA Guidance.

Schedule

The scope of services described herein to prepare and submit the Order to Complete Response for the Water Management Act Permit Renewal shall be completed by June 4, 2020 in accordance with the requirements of the MassDEP.

Mr. Thomas Holder, Director
Department of Public Works

March 24, 2020
Page 3

Compensation

Hourly billing rates times a multiplier of 2.5 to cover overhead and profit plus reimbursable expenses times a multiplier of 1.1 for a not to exceed value of Twenty Thousand Four Hundred Dollars (\$20,400). The not to exceed total shall not be increased without an amendment and authorization from the Town.

We appreciate the opportunity to assist the Town of Wayland with this project. Please feel free to contact this office should you have any questions or require additional information in this regard.

Sincerely,

TATA & HOWARD, INC.



Karen L. Gracey, P.E.
Co-President



**Valerio
Dominello &
Hillman, LLC**

**One University Avenue
Suite 300B
Westwood, MA 02090**

617.862.2005

Town of Wayland
41 Cochituate Road
Wayland, MA 01778

Page: 1
March 4, 2020

Account No.: 1003.00
Invoice No.: 23

Attn: Louise Miller, Town Administrator

RE: General Labor Matters

Total Current Invoice 166.60

Balance Due \$166.60

BOARD OF SELECTMEN
Friday, March 27, 2020
12:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road, Wayland, MA

CORRESPONDENCE

1. Correspondence from Linda Hansen, Conservation Department Director, to Louise Miller, Town Administrator, dated March 25, 2020 re: New Special Trail Policies during the COVID-19 Crisis.