

PACKET

June 5

2020

The Following Documents have been moved/added:

3.1 Race Amity Day Email from Ann Landry to Board of Selectmen – Moved to **Page 5** of Packet

3.2 Tolerance Pledge 2017 – Moved to **Page 7** of Packet

3.3 Tolerance Pledge 2018 – Added to **Page 8** of Packet

3.4 Tolerance Pledge 2020 – Added to **Page 9** of Packet

Contract 20-1079 with Aquatic Vision, LLC added to Consent on **Page 44** of Packet

Contract 20-2027 with PJ Keating Company added to Consent on **Page 50** of Packet



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

REVISES AGENDA POSTED AT 10:40AM JUNE 3, 2020

BOARD OF SELECTMEN

Friday, June 5, 2020

11:00 a.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.**

- 11:00 am 1. Call to Order, Review Agenda for Public
- 11:02 am 2. Announcements and Public Comment (moved to item 4 below*)
- 11:05 am 3. Race Amity Day Proclamation and Tolerance Pledge: discussion and vote to issue Proclamation making the second Sunday in June to be Race Amity Day; review Tolerance Pledge signed in 2017
- 11:15 am 4. Public Comment
- 11:20 am 5. COVID-19: Town Administrator update and review of Response Plan; vote any necessary actions including but not limited to:
 - 1. State Re-opening plan Phase II
 - a. Outdoor **and indoor** Recreation
 - b. Childcare and summer programs and camps
 - c. Economic Development
 - i. Restaurants
 - ii. Other Businesses
 - 2. Board of Health Update
 - 3. Election Update
 - 4. Annual Town Meeting Update – MMA Conference
- 11:40 am **6. Restaurants: Discussion on Outdoor Seating With Chairs of Economic Development Committee, Planning Board, and Zoning Board of Appeals; Vote on Requests for Outdoor Seating and identify next steps**

BOARD OF SELECTMEN
Friday, June 5, 2020
11:00 a.m.
Wayland Town Building
41 Cochrane Road, Wayland, MA

6. Restaurants:

1. Discussion on Outdoor Seating With Chairs of Economic Development Committee, Planning Board, and Zoning Board of Appeals
2. Review and Vote Process and Application for Outdoor Table Service
3. Vote on Requests for Outdoor Seating and Identify Next Steps

- 11:55 am 7. Fiscal Year 2021 1/12th Budget: Review and Vote to Approve Submission of Fiscal Year 2021 1/12 budget
- 12:00 pm 8. FY2020 Report: assign responsibility for drafting the annual report.
- 12:10 pm 9. Committee Appointments: update on process
- 12:15 pm 10. Minutes: Review and vote to approve minutes of May 27, 2020
- 12:20 pm 11. Consent: Review and vote to approve (see separate sheet)
- 12:25 pm 12. Correspondence Review
- 12:30 pm 13. Selectmen's reports and concerns
- 12:35 pm 14. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any
- 12:40 pm 15. Adjourn

Crandall, Seath

Subject: FW: Race Amity Day

From: Ann Landry <annlandry@me.com>

Subject: Race Amity Day

Date: May 20, 2020 at 8:25:14 PM EDT

To: thegarty@wayland.ma.us

Cc: Cherry Karlson

Dear Ms. Hegarty and Ms. Karlson,

My name is Ann Landry and I am a long time Wayland resident. I am also a member of the Advisory Board for The National Center for Race Amity (NCRA). It is in that capacity of being an NCRA Board member that I am writing to you. More details about the mission of the NCRA can be found at raceamity.org.

The NCRA was established in 2010 and I have been a part of it since that time. Dr. William Smith is the Founding Executive Director of the NCRA and it was he who established an annual Race Amity Day here in the Commonwealth.

In 2011 we (NCRA) put on our first annual Race Amity Day celebration in Boston. It was held on the Rose Kennedy Greenway. Each year from 2011 through 2016 we sponsored that event. And for each of those years the sitting Governor, at our request, issued a Race Amity Day Proclamation declaring the 2nd Sunday in June as Race Amity Day here in the Commonwealth.

At the end of 2015, however, the Massachusetts Legislature passed the Race Amity Day Bill declaring the second Sunday in June to be "Race Amity Day" here in Massachusetts. This first-in-the-nation legislation was signed into law and celebrated in a State House ceremony with Gov. Charlie Baker in February of 2016. The proclamation that Gov. Baker signed declared that Race Amity Day would be celebrated on the second Sunday in June in the Commonwealth in perpetuity.

In 2011 I first appeared before the Wayland Selectmen and asked them to issue a proclamation of their own declaring that the second Sunday in June was Race Amity Day in Wayland. (If memory serves me Tom Fay was chair.) I am proud to say that Wayland did just that and we were the FIRST town in 2011 to issue its own proclamation. Other towns did follow suit. Every year since 2011 I have

appeared before the Wayland Selectmen to ask for that same Wayland Race Amity Day Petition.

Although I am not appearing before you this year due to circumstances beyond our control, I am still here respectfully asking that The Wayland Board of Selectmen issue a Proclamation declaring that June 14, 2020, is Race Amity Day in Wayland. And if at all possible it would be wonderful if you could issue said proclamation in perpetuity.

I'm thanking you in advance for your consideration.

Sincerely,
Ann (Landry)



TOWN OF WAYLAND
41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

Tolerance Pledge

Residents of the Town of Wayland, along with citizens across the country, have viewed divisive conversation related to intolerance and discrimination on the national political stage, and experienced incidents of this nature on a more regional and local level. In support of Wayland's collective efforts to promote a welcoming environment for all, at its meeting on June 5, 2017, the Board of Selectmen adopted the following pledge:

The Wayland Board of Selectmen reaffirms its position that Wayland is a town that highly values diversity, dignity and respect for all individuals. Wayland strives to be a welcoming town; therefore, the Board opposes expressions of hate, intolerance and discrimination. The Board encourages the entire Wayland community to continue to exhibit caring and supportive actions in support of our diversity.

Lea T. Anderson, Chairwoman

Cherry C. Karlson, Vice Chairwoman

Mary M. Antes

Louis M. Jurist

Douglas A. Levine



TOWN OF WAYLAND
41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

Race Amity Day Proclamation

WHEREAS racism is a major barrier to the achievement of a just and peaceful world and a blight to human progress; and,

WHEREAS the United States has made great progress in racial justice in the past century, but still faces many challenges in the 21st century; and,

WHEREAS our national motto, *E Pluribus Unum* (from many, one), points us to move beyond mere tolerance to genuine friendship across racial lines; and,

WHEREAS starting in 2011 the National Center for Race Amity, on the second Sunday in June, began celebrating *The Other Tradition* – the history of cross racial, cross cultural friendships that brought people together to advance equity and social justice; and,

WHEREAS in 2016 the Massachusetts legislature passed a bill, signed into law by Governor Baker, making the second Sunday in June always “Race Amity Day” in the Commonwealth of Massachusetts; and

WHEREAS in 2018 each town in the Commonwealth is encouraged to celebrate “Race Amity Day” in its own way;

NOW THEREFORE, BE IT RESOLVED that the Wayland Board of Selectmen recognizes the second Sunday in June as “Race Amity Day” and encourages the citizens of Wayland to celebrate the racial, cultural, and religious diversity of our community on Sunday, June 10, 2018.

Lea T. Anderson, Chair

Cherry C. Karlson, Vice Chair

Mary M. Antes

Louis M. Jurist

Douglas A. Levine



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

2020 Race Amity Day Proclamation

WHEREAS racism is a major barrier to the achievement of a just and peaceful world and a blight to human progress; and,

WHEREAS the United States has made great progress in racial justice in the past century, but still faces many challenges in the 21st century; and,

WHEREAS our national motto, *E Pluribus Unum* (from many, one), points us to move beyond mere tolerance to genuine friendship across racial lines; and,

WHEREAS starting in 2011 the National Center for Race Amity, on the second Sunday in June, began celebrating *The Other Tradition* – the history of cross racial, cross cultural friendships that brought people together to advance equity and social justice; and,

WHEREAS in 2016 the Massachusetts legislature passed a bill, signed into law by Governor Baker, making the second Sunday in June always “Race Amity Day” in the Commonwealth of Massachusetts; and

WHEREAS in 2020 each town in the Commonwealth is encouraged to celebrate “Race Amity Day” in its own way;

NOW THEREFORE, BE IT RESOLVED that the Wayland Board of Selectmen recognizes in perpetuity the second Sunday in June as “Race Amity Day” and encourages the citizens of Wayland to celebrate the racial, cultural, and religious diversity of our community on Sunday, June 14, 2020.

Cherry C. Karlson, Chair

Douglas A. Levine, Vice Chair

Lea T. Anderson

Mary M. Antes

Thomas J. Fay



TOWN OF WAYLAND
41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

MEMORANDUM

To: Board of Selectmen
From: Louise Miller, Town Administrator
Date: June 4, 2020
Re: Phase II Reopening – Restaurant Outdoor Seating

On June 1, 2020, Governor Baker signed COVID-19 Order No.35. The Order allows for a phased reopening of restaurants during Phase II of the Governor's 4-phase reopening plan for the Commonwealth. The Governor has stated that he will announce on June 6, 2020 when the Commonwealth can begin Phase II reopening.

During the early part of Phase II of the reopening plan, restaurants will be authorized to provide outdoor table service. The Governor will issue a subsequent order when restaurants are allowed to commence indoor table service. COVID-19 workplace safety standards have been issued for restaurants. All restaurants must comply with the safety standards whether offering outdoor or indoor service.

"Outdoor table service" shall mean service that is provided outside the restaurant building envelope, whether on a sidewalk, patio, deck, lawn, parking area, or other outdoor space. Outdoor table service may be provided under awnings or table umbrellas or other cover from the elements, provided, however, that at least 50 percent of the perimeter of any covered dining space must remain open and unobstructed by any form of siding barriers at all times.

Prior to approving requests for outdoor table service, the Board of Selectmen must establish the process for approving such requests. The approval process need not comply with the provisions of M.G.L. chapter 40A or any special permit, variance or other approval provided under State of local law. In addition, the Board of Selectmen may permit the sale of alcoholic beverages for on-premises consumption at outdoor table service, by granting approval for a change in the description of the licensed premises as the Board of Selectmen deems reasonable and proper, and issue an amended license to existing license holders, without further review or approval by the Alcoholic Beverages Control Commission ("ABCC") prior to issuance. The Board of Selectmen must provide notice of the amended license to the ABCC.

On November 1, 2020 or whenever the Governor rescinds Order No. 35, whichever is sooner, any approval issued under this Section, including any amended license issued by an LLA as a result of this Order, shall automatically revert back to its status prior to the approval of the change for expansion of outdoor table service or in the description of a licensed premises.

Attached is a letter to be sent to establishments that serve food and alcohol. Also attached is an application for any establishment wishing to offer outdoor table service. Pursuant to COVID-19 Order No. 35, the Board of Selectmen must review and approve the process prior to any establishment applying for outdoor table service.



*Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, Massachusetts 02150*

Jean M. Lorizio, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY REGARDING
LOCAL LICENSING AUTHORITIES' APPROVAL OF OUTDOOR SEATING**

On June 1, 2020, Governor Charlie Baker issued an Order Clarifying the Progression of the Commonwealth's Phased Workplace Re-Opening Plan and Authorizing Certain Re-Opening Preparations at Phase II Workplaces, which, in part, details the process for reopening establishments for on-premises consumption. The text of the Governor's Order can be found [HERE](#).

When the Governor declares that the Commonwealth has entered Phase II of its reopening plan all licensees for on-premises consumption of alcohol may commence outdoor table service only. Indoor service will remain prohibited until further order from the Governor.

The Governor's Order also grants the local licensing authorities ("LLA") the authority to expand alcohol licensees' licensed premises for outdoor seating in an expedited process.

Pursuant to the Governor's Order, on application from a licensee that serves alcohol for on-premises consumption¹, the LLA may alter the description of the licensee's licensed premises to expand for outdoor seating that the LLA deems "reasonable and proper." The LLA does not need to comply with M.G.L. c. 138, § 15A, and therefore does not need to provide advance notice to abutters or hold a public hearing on the application. LLAs must continue to follow the ABCC's guidelines issued in 2015 for the approval of outdoor seating, which can be found [HERE](#).

ABCC approval is not required on these applications. Upon approval from the LLA the LLA may issue the amended license forthwith. The LLA must provide notice by mail to the ABCC on all application approvals. For further guidance on the process of approving and issuing these amended licenses LLAs should consult with their counsel.

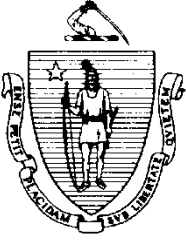
Please be aware that all expanded premises approved pursuant to this Order are only effective through November 1, 2020, or until the Order is rescinded, whichever is sooner, and revert to their original licensed premises on that date.

The ABCC continues to retain supervision and oversight of all alcohol licensees, including those that expand their licensed premises pursuant to this Order. As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of

¹ This includes restaurants, bars, hotels, general-on-premises, clubs, war veterans' clubs, continuing care retirement communities, pub-brewers (M.G.L. c. 138, §§ 12 and 19D), farmer-series pouring permits, and manufacturers' pouring permits (M.G.L. c. 138, §§ 19(b), 19B(n), 19C(n), and 19E(o)).

alcoholic beverages take place only as authorized by federal, state, and local law. All questions should be directed to Executive Director Ralph Sacramone at (617) 727-3040 x 731.

(Issued June 1, 2020)



*Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114*

Deborah B. Goldberg
Treasurer and Receiver General

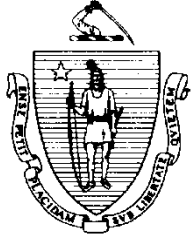
Kim S. Gainsboro, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY REGARDING
GUIDELINES FOR EXTENSION OF PREMISES TO PATIO AND OUTDOOR AREAS**

On July 28, 2015, at a public meeting, the Alcoholic Beverages Control Commission approved amendments to its "Guidelines for Extension of Premises to Patio and Outdoor Areas." These amended guidelines supersede the previously issued Guidelines from August 22, 1989. A copy of the amended Guidelines are attached to this Advisory.

As a reminder, all licensees must ensure that they are in compliance with the Laws of the Commonwealth of Massachusetts and that sale of alcoholic beverages take place only as authorized by applicable law. Questions concerning this Advisory can be directed to Ralph Sacramone, Executive Director of the Massachusetts Alcoholic Beverages Control Commission at (617) 727-3040 x 731.

(Issued August 6, 2015)



*Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114*

Deborah B. Goldberg
Treasurer and Receiver General

Kim S. Gainsboro, Esq.
Chairman

**GUIDELINES FOR EXTENSION OF PREMISES TO
PATIO AND OUTDOOR AREAS**

1. Alcoholic beverages cannot be served outside of a licensed establishment unless and until an application to extend the licensed premises has been approved.
2. An application to extend the premises must describe the area in detail, including dimensions, seating capacity, and maximum occupancy.
3. The premises must be enclosed by a fence, rope, or other means to prevent access from a public walkway.
4. The outdoor area must be contiguous to the licensed premises with either (a) a clear view of the area from inside the premises, or, alternatively (b) the licensee may commit to providing management personnel dedicated to the area.
5. The applicant must have a lease or documents for the right to occupy the proposed area.
6. The licensing authorities should consider the type of neighborhood and the potential for noise in the environs.
7. Preferred are outdoor areas where alcohol is served to patrons who are seated at the tables and where food is also available.



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778
www.wayland.ma.us

LOUISE L. E. MILLER
TOWN ADMINISTRATOR
TEL. (508) 358-3620
EMAIL: lmiller@wayland.ma.us

BOARD OF SELECTMEN
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DOUGLAS A. LEVINE

INSERT FOOD ESTABLISHMENT

Re: COVID-19 Phase II Reopening - Outdoor Table Service

The Governor has stated that he will announce on June 6, 2020 when the Commonwealth can begin Phase II reopening. During the early part of Phase II of the reopening plan, restaurants will be authorized to provide outdoor table service. The Governor will issue a subsequent order when restaurants are allowed to commence indoor table service.

All restaurants interested in providing outdoor table service must file an application with the Town Administrator's Office. This application is to allow for temporary outdoor seating for establishments currently licensed to serve food only or food and alcohol. The application for temporary outdoor seating will be in effect through November 1, 2020, or until the Governor rescinds authorization for temporary outdoor seating, whichever occurs first. This application is for use by establishments who do not have a current permit for outdoor seating or who wish to extend their currently permitted outdoor seating area. There is no fee to apply.

The completed application will be reviewed by Town staff for compliance with safety and health standards. The Board of Selectmen will review applications for outdoor table service on June 10th, June 17th and June 29th, and scheduled meetings throughout the summer. An application is attached for your convenience.

COVID-19 workplace safety standards have been issued for restaurants. All restaurants must comply with the safety standards whether offering outdoor or indoor service. A copy of the safety standards and a checklist to help you determine if you have complied with the safety standards is attached for your reference.

I am happy to answer any questions you may have or provide assistance with the application process.

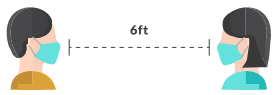
Sincerely,



These workplace safety standards for restaurants are posted in advance of the Governor's initiation of Phase 2 to allow restaurants time to prepare to operate in compliance with these mandatory health and safety standards. Restaurants may not provide any service beyond carry-out or delivery until specifically authorized to do so in Phase 2 of the Commonwealth's Workplace Re-Opening Plan. The Governor will initiate Phase 2 of the Re-Opening Plan by formal Executive Order and only following a careful review of public health data.

Restaurants may provide outdoor table service at the commencement of Phase 2 of the Commonwealth's Reopening Plan. Restaurants will be authorized at a later date and by a subsequent Phase 2 Order to commence indoor table service if the public health data reflects continued positive progression

MANDATORY SAFETY STANDARDS



SOCIAL DISTANCING

When indoor table service is permitted, restaurants are encouraged to structure operations to operate as much as possible through outdoor table service and to strictly limit indoor table service in order to assure effective compliance with social distancing requirements and to limit activities within confined spaces

Restaurants must comply with the following sector specific social distancing rules for providing dining services in all customer seating areas:

- Tables must be positioned so to maintain at least a 6 foot distance from all other tables and any high foot traffic areas (e.g., routes to bathrooms, entrances, exits); tables may be positioned closer if separated by protective / non-porous barriers (e.g., structural walls or plexi-glass dividers) not less than 6 feet high installed between tables and high foot traffic areas
- The size of a party seated at a table cannot exceed 6 people
- Restaurants may not seat any customers at the bar, but subject to any applicable building and fire code requirements, bar areas may be re-configured to accommodate table seating that complies with all spacing and other requirements in these COVID-19 safety standards
- All customers must be seated; eat-in service to standing customers (e.g., around bar areas) is prohibited
- Restaurants may provide carry-out or delivery service, but all safety standards for table separation, size of party, and hygiene must be maintained for any indoor or outdoor table seating that is available to carry-out patrons
- All other amenities and areas not employed for food and beverage service (e.g., dance floors, pool tables, playgrounds, etc.) must be closed or removed to prevent gathering of customers

Ensure separation of 6 feet or more between all individuals (workers, vendors, and customers) unless this creates a safety hazard due to the nature of the work or the configuration of the workspace:

- Close or reconfigure worker common spaces and high density areas where workers are likely to congregate (e.g., break rooms, eating areas) to allow 6 feet of physical distancing; redesign work stations to ensure physical distancing (e.g., separate tables, stagger workstations on either side of processing lines so workers are not face-to-face, use distance markers to assure spacing including in the kitchen area)
- Establish directional hallways and passageways for foot traffic if possible, to minimize contact (e.g., one-way entrance and exit to the restaurant). Post clearly visible signage regarding these policies
- Prohibit lingering in common areas (e.g., waiting areas, bathrooms) and ensure social distancing in common areas by marking 6 feet spacing with tape or paint on the floor and signage
- All customer-facing workers (e.g., servers, bus staff) must minimize time spent within 6 feet of customers

Designate assigned working areas to workers where possible to limit movement throughout the restaurant and limit contact between workers (e.g., assigning zones to servers)

Stagger work schedules and staff meal and break times, regulating maximum number of people in one place and ensuring at least 6 feet of physical distancing

Minimize the use of confined spaces (e.g., elevators, vehicles) by more than one individual at a time

Require face coverings for all customers and workers at all times, except where an individual is unable to wear a face covering due to medical condition or disability

Recommended best practices

Improve ventilation for enclosed spaces where possible (e.g., open doors and windows)

Customers may remove face coverings while seated at tables



HYGIENE PROTOCOLS

All workers must wash their hands frequently, and table servers must wash their hands or apply hand sanitizer between each table interaction

Ensure access to handwashing facilities on site, including soap and running water, and allow sufficient break time for workers to wash hands frequently; alcohol-based hand sanitizers with at least 60% alcohol may be used as an alternative

Alcohol-based hand sanitizers with at least 60% alcohol should be made available at entrances, exits, and in the dining area

Supply workers at workplace location with adequate cleaning products (e.g., sanitizer, disinfecting wipes)

Post visible signage throughout the site to remind workers and customers of hygiene and safety protocols

Self-serve, unattended buffets, topping bars, drink stations, and other communal serving areas must remain closed

Condiments and similar products (e.g., salt, pepper, and salad dressing) should not be pre-set on tables and should instead only be provided upon request either in single-serving portions (e.g., individual packages or cups) or in serving containers that are sanitized between each use



MANDATORY SAFETY STANDARDS

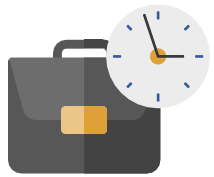


HYGIENE PROTOCOLS

Menus must be one of the following: 1) paper, single-use menus disposed after each use, 2) displayed menu (e.g., digital, whiteboard, chalkboard), 3) electronic menus viewed on customers' phones / mobile devices

Utensils and place settings must be either single-use or sanitized after each use; utensils should be rolled or packaged. Tables should not be pre-set to reduce opportunity for exposure

Tables and chairs must be cleaned and sanitized thoroughly between each seating



STAFFING & OPERATIONS

When possible, reservations or call ahead seating should be encouraged; managers must ensure that diners waiting for tables do not congregate in common areas or form lines

Restaurants may not provide customers with buzzers or other devices to provide alerts that seating is available or orders are ready; restaurants should instead use no-touch methods such as audio announcements, text messaging, and notices on fixed video screens or blackboards

Provide training to workers on up-to-date safety information and precautions including hygiene and other measures aimed at reducing disease transmission, including:

- Social distancing, hand-washing, and requirement and proper use of face coverings
- Modifying practices for serving in order to minimize time spent within 6 feet of customers
- Self-screening at home, including temperature or symptom checks
- Reinforcing that staff may not come to work if sick
- When to seek medical attention if symptoms become severe
- Which underlying health conditions may make individuals more susceptible to contracting and suffering from a severe case of the virus

Restaurant operators should establish adjusted workplace hours and shifts for workers to minimize contact across workers and reduce congestion at entry points

Limit visitors and vendors on site; shipping and deliveries should be completed in designated areas

Workers should not appear for work if feeling ill

Restaurants must screen workers at each shift by ensuring the following:

- Worker is not experiencing any symptoms such as fever (100.3 and above), cough, shortness of breath, or sore throat;
- Worker has not had 'close contact' with an individual diagnosed with COVID-19. "Close contact" means living in the same household as a person who has tested positive for COVID-19, caring for a person who has tested positive for COVID-19, being within 6 feet of a person who has tested positive for COVID-19 for 15 minutes or more, or coming in direct contact with secretions (e.g., sharing utensils, being coughed on) from a person who has tested positive for COVID-19, while that person was symptomatic
- Worker has not been asked to self-isolate or quarantine by their doctor or a local public health official
- Workers who are sick or feeling ill must be sent home.

Anyone showing signs of illness may be denied entry

If the employer is notified of a positive case at the workplace, the employer should notify the local Board of Health (LBOH) where the workplace is located and work with them to trace likely contacts in the workplace and advise workers to isolate and self-quarantine

Notify workers that they may not work if they test positive for COVID-19 (they should be isolated at home) or are found to be a close contact of someone with COVID-19 (they should be quarantined at home)

Testing of other staff may be recommended consistent with guidance and / or at the request of the LBOH. Post notice to workers and customers of important health information and relevant safety measures as outlined in government guidelines

Post notice to workers and customers of important health information and relevant safety measures as outlined in the Commonwealth's [Mandatory Safety Standards for Workplace](#)

Designate the Person in Charge (105 CMR 590) for each shift to oversee implementation of the guidelines in this document

Restaurants will be allowed to maximize outdoor dining space, including patios and parking lots where available, where municipal approval is obtained

Recommended best practices

When taking reservations and when seating walk-in customers, restaurants should retain a phone number of someone in the party for possible contact tracing

Encourage use of technological solutions where possible to reduce person-to-person interaction (e.g., contactless payment, mobile ordering, text on arrival for seating)

Workers who are particularly high risk to COVID-19 according to the Centers for Disease Control (e.g., due to age or underlying conditions) are encouraged to stay home or arrange an alternate work assignment

Workers are strongly encouraged to self-identify symptoms or any close contact to a known or suspected COVID-19 case to the employer

Encourage workers who test positive for COVID-19 to disclose to the employer for purposes of cleaning / disinfecting and contact tracing



MANDATORY SAFETY STANDARDS



CLEANING & DISINFECTING

Clean commonly touched surfaces in restrooms (e.g., toilet seats, doorknobs, stall handles, sinks, paper towel dispensers, soap dispensers) frequently and in accordance with CDC guidelines

Keep cleaning logs that include date, time, and scope of cleaning

Conduct frequent disinfecting of heavy transit areas and high-touch surfaces (e.g., doorknobs, elevator buttons, staircases)

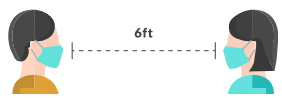
Implement procedures to increase cleaning / disinfecting in the back-of-house. Avoid all food contact surfaces when using disinfectants. Food contact surfaces must be cleaned and sanitized before use with a sanitizer approved for food contact surfaces. Non-food contact surfaces must be frequently cleaned

In the event of a presumptive or actual positive COVID-19 case of a worker, patron, or vendor, the restaurant must be immediately shut down for 24 hours and then must be cleaned and disinfected in accordance with current CDC guidance before re-opening



These workplace safety standards for restaurants are posted in advance of the Governor's initiation of Phase 2 to allow restaurants time to prepare to operate in compliance with these mandatory health and safety standards. Restaurants may not provide any service beyond carry-out or delivery until specifically authorized to do so in Phase 2 of the Commonwealth's Workplace Re-Opening Plan. The Governor will initiate Phase 2 of the Re-Opening Plan by formal Executive Order and only following a careful review of public health data.

Restaurants may provide outdoor table service at the commencement of Phase 2 of the Commonwealth's Reopening Plan. Restaurants will be authorized at a later date and by a subsequent Phase 2 Order to commence indoor table service if the public health data reflects continued positive progression



SOCIAL DISTANCING

Ensure >6ft between individuals

- When indoor table service is permitted, restaurants are encouraged to structure operations to operate as much as possible through outdoor table service and to strictly limit indoor table service in order to assure effective compliance with social distancing requirements and to limit activities within confined spaces
- Restaurants must comply with the following sector specific social distancing rules for providing dining services in all customer seating areas:
 - Tables must be positioned so to maintain at least a 6 foot distance from all other tables and any high foot traffic areas (e.g., routes to bathrooms, entrances, exits); tables may be positioned closer if separated by protective / non-porous barriers (e.g., structural walls or plexi-glass dividers) not less than 6 feet high installed between tables and high foot traffic areas
 - The size of a party seated at a table cannot exceed 6 people
 - Restaurants may not seat any customers at the bar, but subject to any applicable building and fire code requirements, bar areas may be re-configured to accommodate table seating that complies with all spacing and other requirements in these COVID-19 safety standards
 - All customers must be seated; eat-in service to standing customers (e.g., around bar areas) is prohibited
 - Restaurants may provide carry-out or delivery service, but all safety standards for table separation, size of party, and hygiene must be maintained for any indoor or outdoor table seating that is available to carry-out patrons
 - All other amenities and areas not employed for food and beverage service (e.g., dance floors, pool tables, playgrounds, etc.) must be closed or removed to prevent gathering of customers
- Ensure separation of 6 feet or more between all individuals (workers, vendors, and customers) unless this creates a safety hazard due to the nature of the work or the configuration of the workspace:
 - Close or reconfigure worker common spaces and high density areas where workers are likely to congregate (e.g., break rooms, eating areas) to allow 6 feet of physical distancing; redesign work stations to ensure physical distancing (e.g., separate tables, stagger workstations on either side of processing lines so workers are not face-to-face, use distance markers to assure spacing including in the kitchen area)
 - Establish directional hallways and passageways for foot traffic if possible, to minimize contact (e.g., one-way entrance and exit to the restaurant). Post clearly visible signage regarding these policies
 - Prohibit lingering in common areas (e.g., waiting areas, bathrooms) and ensure social distancing in common areas by marking 6 feet spacing with tape or paint on the floor and signage
 - All customer-facing workers (e.g., servers, bus staff) must minimize time spent within 6 feet of customers
- Designate assigned working areas to workers where possible to limit movement throughout the restaurant and limit contact between workers (e.g., assigning zones to servers)
- Stagger work schedules and staff meal and break times, regulating maximum number of people in one place and ensuring at least 6 feet of physical distancing
- Minimize the use of confined spaces (e.g., elevators, vehicles) by more than one individual at a time
- Require face coverings for all customers and workers at all times, except where an individual is unable to wear a face covering due to medical condition or disability
- Improve ventilation for enclosed spaces where possible (e.g., open doors and windows)
- Customers may remove face coverings while seated at tables



HYGIENE PROTOCOLS

Apply robust hygiene protocols

- All workers must wash their hands frequently, and table servers must wash their hands or apply hand sanitizer between each table interaction
- Ensure access to handwashing facilities on site, including soap and running water, and allow sufficient break time for workers to wash hands frequently; alcohol-based hand sanitizers with at least 60% alcohol may be used as an alternative
- Alcohol-based hand sanitizers with at least 60% alcohol should be made available at entrances, exits, and in the dining area



HYGIENE PROTOCOLS

Apply robust hygiene protocols

- Supply workers at workplace location with adequate cleaning products (e.g., sanitizer, disinfecting wipes)
- Post visible signage throughout the site to remind workers and customers of hygiene and safety protocols
- Self-serve, unattended buffets, topping bars, drink stations, and other communal serving areas must remain closed
- Condiments and similar products (e.g., salt, pepper, and salad dressing) should not be pre-set on tables and should instead only be provided upon request either in single-serving portions (e.g., individual packages or cups) or in serving containers that are sanitized between each use
- Menus must be one of the following: 1) paper, single-use menus disposed after each use, 2) displayed menu (e.g., digital, whiteboard, chalkboard), 3) electronic menus viewed on customers' phones / mobile devices
- Utensils and place settings must be either single-use or sanitized after each use; utensils should be rolled or packaged. Tables should not be pre-set to reduce opportunity for exposure
- Tables and chairs must be cleaned and sanitized thoroughly between each seating



STAFFING & OPERATIONS

Include safety procedures in the operations

- When possible, reservations or call ahead seating should be encouraged; managers must ensure that diners waiting for tables do not congregate in common areas or form lines
- Restaurants may not provide customers with buzzers or other devices to provide alerts that seating is available or orders are ready; restaurants should instead use no-touch methods such as audio announcements, text messaging, and notices on fixed video screens or blackboards
- Provide training to workers on up-to-date safety information and precautions including hygiene and other measures aimed at reducing disease transmission, including:
 - Social distancing, hand-washing, and requirement and proper use of face coverings
 - Modifying practices for serving in order to minimize time spent within 6 feet of customers
 - Self-screening at home, including temperature or symptom checks
 - Reinforcing that staff may not come to work if sick
 - When to seek medical attention if symptoms become severe
 - Which underlying health conditions may make individuals more susceptible to contracting and suffering from a severe case of the virus
- Restaurant operators should establish adjusted workplace hours and shifts for workers to minimize contact across workers and reduce congestion at entry points
- Limit visitors and vendors on site; shipping and deliveries should be completed in designated areas
- Workers should not appear for work if feeling ill
- Restaurants must screen workers at each shift by ensuring the following:
 - Worker is not experiencing any symptoms such as fever (100.3 and above), cough, shortness of breath, or sore throat;
 - Worker has not had 'close contact' with an individual diagnosed with COVID-19. "Close contact" means living in the same household as a person who has tested positive for COVID-19, caring for a person who has tested positive for COVID-19, being within 6 feet of a person who has tested positive for COVID-19 for 15 minutes or more, or coming in direct contact with secretions (e.g., sharing utensils, being coughed on) from a person who has tested positive for COVID-19, while that person was symptomatic
 - Worker has not been asked to self-isolate or quarantine by their doctor or a local public health official
 - Workers who are sick or feeling ill must be sent home.
- Anyone showing signs of illness may be denied entry
- Encourage workers who test positive for COVID-19 to disclose to the employer for purposes of cleaning / disinfecting and contact tracing. If the employer is notified of a positive case at the workplace, the employer should notify the local Board of Health (LBOH) where the workplace is located and work with them to trace likely contacts in the workplace and advise workers to isolate and self-quarantine
- Notify workers that they may not work if they test positive for COVID-19 (they should be isolated at home) or are found to be a close contact of someone with COVID-19 (they should be quarantined at home)



STAFFING & OPERATIONS

Include safety procedures in the operations

- Testing of other staff may be recommended consistent with guidance and / or at the request of the LBOH. Post notice to workers and customers of important health information and relevant safety measures as outlined in government guidelines
- Post notice to workers and customers of important health information and relevant safety measures as outlined in the Commonwealth's [Mandatory Safety Standards for Workplace](#)
- Designate the Person in Charge (105 CMR 590) for each shift to oversee implementation of the guidelines in this document
- Restaurants will be allowed to maximize outdoor dining space, including patios and parking lots where available, where municipal approval is obtained
- When taking reservations and when seating walk-in customers, restaurants should retain a phone number of someone in the party for possible contact tracing
- Encourage use of technological solutions where possible to reduce person-to-person interaction (e.g., contactless payment, mobile ordering, text on arrival for seating)
- Workers who are particularly high risk to COVID-19 according to the Centers for Disease Control (e.g., due to age or underlying conditions) are encouraged to stay home or arrange an alternate work assignment
- Workers are strongly encouraged to self-identify symptoms or any close contact to a known or suspected COVID-19 case to the employer



CLEANING & DISINFECTING

Incorporate robust hygiene protocols

- Clean commonly touched surfaces in restrooms (e.g., toilet seats, doorknobs, stall handles, sinks, paper towel dispensers, soap dispensers) frequently and in accordance with CDC guidelines
- Keep cleaning logs that include date, time, and scope of cleaning
- Conduct frequent disinfecting of heavy transit areas and high-touch surfaces (e.g., doorknobs, elevator buttons, staircases)
- Implement procedures to increase cleaning / disinfecting in the back-of-house. Avoid all food contact surfaces when using disinfectants. Food contact surfaces must be cleaned and sanitized before use with a sanitizer approved for food contact surfaces. Non-food contact surfaces must be frequently cleaned
- In the event of a presumptive or actual positive COVID-19 case of a worker, patron, or vendor, the restaurant must be immediately shut down for 24 hours and then must be cleaned and disinfected in accordance with current CDC guidance before re-opening

APPLICATION FOR TEMPORARY OUTDOOR SEATING

This application is to allow for temporary outdoor seating for establishments currently licensed to serve food only or food and alcohol. The application for temporary outdoor seating will be in effect through November 1, 2020. This application is for use by establishments who do not have a current permit for outdoor seating or who wish to extend their currently permitted outdoor seating area. There is no fee to apply. Please complete the form below and attach all relevant documents.

Completed Applications for Temporary Outdoor Seating Must Be Returned to Teri Hegarty by email:

thegarty@wayland.ma.us

Questions can be addressed to Sarkis Sarkisian at ssarkisian@wayland.ma.us (508)358-3778 or Louise Miller at lmiller@wayland.ma.us

The Board of Selectmen are the licensing authority and will consider the type of neighborhood, surrounding businesses, and the potential for noise in the environs.

Approvals by the Health Director, Building Commissioner, Fire Chief, and Police Chief and an inspection will be required prior to the submitting the application for approval by the Board of Selectmen and opening of the outdoor seating area. All applications must demonstrate compliance with the Commonwealth's Covid-19 safety standards for restaurants.

Temporary Outdoor Seating

I hereby apply for Temporary Outdoor Seating for the Premises listed below:

Town Hall, Town Hall cafe

Business Name

41 Cochituate Rd
Wayland MA

Business Address

Ben Keefe, Facilities Manager.

Agent/Manager

508-358-3786

Phone#

Louise Miller, Town Administrator.

Owner Name

508-358-3620

Phone#

Use of Premises

Restaurant

Email

No. of Seats

16



Signature of Applicant/Authorize Agent.

Title

6-9-2020

Date



PROTECTED
WALKWAY/
BARRIERS

EXTENDED OUTDOOR SEATING EXPANDS
TO MAKE UP FOR LOST SEATING IN THE
DINING HALL / CAFE.

HEAT LAMPS EXTEND THE OUTDOOR SEASON

TOWN HALL - CAFE
OUTDOOR SEATING
PLAN!

PROTECTED
WALKWAY/
BARRIERS / FRAMES

MEAL PICK-UPS ARE
CURRENTLY HAPPENING SINGLE-FILE
IN THE VESTIBULE
DOOR ENTRANCE

DATE 06-04-2020 NIT'S

N

Outdoor Seating Plan	Description	Approvals
1. Please describe the outdoor seating area in detail, including dimensions, seating capacity, and maximum occupancy.	We are proposing to add four tables outside on our current lawn area with a total of 16 seats. The area is 40' x 40'. The maximum occupancy is 32.	
2. a. Premises must be enclosed by a fence, rope, or other means to prevent access from a public walkway. Please describe how the space will be enclosed. b. Premises must be protected from vehicular traffic for occupant safety. Please describe how the space will be protected.	a) The area will be enclosed with cedar fencing and large planters. The public will have to enter the area through the gate. b) The area we are proposing is not accessible by vehicles (see enclosed sketch) The sidewalk will remain open.	
3. Please attach a plan or drawing that depicts the outdoor dining area described in 1 and 2 above.	See enclosed sketch dated 06-04-2020. A 72" Planning bubble will be created. N.T.S	
4. The outdoor area must be contiguous to the licensed premises with either (a) a clear view of the area from inside the premises, or, alternatively (b) the licensee may commit to providing management personnel dedicated to the area. Please describe how you will comply with this requirement.	The outdoor area is contiguous to the outdoor seating area and connects directly to our second mean of egress door. A manager will be stationed at both doors.	
5. Please indicate hours of operation for the outdoor seating area.	Monday - Thursday 11:00 AM - 10 PM FRI/SAT 11:00 AM - 11 PM.	
6. Please provide a certificate of insurance that includes the outdoor seating area.	Enclosed.	
7. Please provide documents that support your right to occupy the proposed area. Owner authorization. This can be a letter from the landlord.	Enclosed letter.	

Other comments: Please note that a majority of the dining space has been decommissioned to avoid contamination. See attached sketch that shows the number of tables removed including the bar area.



TOWN OF WAYLAND BOARD OF HEALTH

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

Julia Junghanns, R.S., C.H.O.
DIRECTOR OF PUBLIC HEALTH
TEL. (508) 358-3617

Ruth Mori, MSN, R.N.
PUBLIC HEALTH NURSE
TEL. (508) 358-3617

Wayland COVID-19 Case Update – MAY 23, 2020

The Wayland Health Department is actively monitoring the status of the COVID-19 pandemic in Wayland. The reporting structure below is designed to balance the privacy of affected individuals as much as possible while keeping the public informed about COVID-19 activity in Wayland.

	Total Cases to date	Cases as of previous report date	New Cases since last report	Cases Removed from Quarantine/Isolation	Total Current Active Cases
Confirmed (LAB) COVID-19 cases	102	95 as of 5/15/2020	7 as of 5/23/2020	7 since 5/15/2020	45 as of 5/23/2020
*Presumed Covid-19 (symptoms no test) self-report	6	6 as of 5/15/2020	0 as of 5/15/2020	1 since 5/8/2020	0 as of 5/15/2020

*These cases have not been lab confirmed by MDPH. These are individuals who have self-reported to the Wayland Health Department that their physician has diagnosed them as having Covid-19 due to their symptoms they described to their physician. These cases are not documented elsewhere.

The information below is regarding Lab Confirmed Covid-19 cases only

Sex

Female	55
Male	47

Age

<19	1
20-29	9
30-39	2
40-49	5
50-59	13
60-69	10
70-79	12
80-89	22
90-99	25
100-109	3

Total Cases as of 5/23/2020

Active Non-Hospitalized	42
Active Hospitalized	3
Recovered	39
Deceased	18
Total	102

Live/work within Wayland Long Term Care Facilities (LTC)	65
Live/work within the Wayland General Community	37

Regional Data

	Massachusetts	Middlesex County	Wayland Reported	Wayland Actual
Confirmed Cases	91,662 As of 5/23 4pm	20,232 As of 5/23 4pm	97 As of 5/20 4pm	102 As of 5/23 8pm



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

MEMORANDUM

To: Board of Selectmen
From: Louise Miller, Town Administrator
Date: June 4, 2020
Re: 1/12th Budget – July 2020, August 2020, September 2020

Section section 5 of An Act to Address Challenges Faced by Municipalities and State Authorities Resulting From COVID19, Chapter 53 of the Acts of 2020, (the Act) provides for town expenditures without appropriation if the town's annual budget is delayed beyond June 30, 2020 due to the current COVID-19 emergency ("emergency"). Pursuant to Section 5 of the Act, the Department of Revenue Division of Local Services' Director of Accounts (director) may approve expenditure from any appropriate fund or account of an amount necessary to continue uninterrupted government operations of not less than 1/12th of the town's FY2020 approved budget. The director's authority continues provided the emergency prevents budget adoption by a town or special purpose district meeting. Once the FY2021 budget is adopted, the expenditure authority approved by the director terminates and spending authority thereafter will be pursuant to the budget approved by the town. The monthly expenditure plan must be approved by the Board of Selectmen.

Pursuant to Section 5 of the Act, I seek approval for Wayland to submit to the director a Municipal Budget for July 2020 totaling \$10,497,379, a Water Enterprise Fund Budget totaling \$318,527, and a Wastewater Enterprise Fund Budget totaling \$130,471.

I also seek approval for Wayland to submit to the director a Municipal Budget for August 2020 totaling \$4,352,334, a Water Enterprise Fund Budget totaling \$77,600, and a Wastewater Enterprise Fund Budget totaling \$6,703.

Finally I seek approval for Wayland to submit to the director a Municipal Budget for September 2020 totaling \$5,969,817, a Water Enterprise Fund Budget totaling \$264,028, and a Wastewater Enterprise Fund Budget totaling \$29,800.

Documents detailing the expenditures for each month in FY2021 and the variance relative to FY2020 are attached.

		July	August	September
VOTES				
1	Municipal Town Budgets Unclassified State Assessment	9,974,915	1,965,443	2,365,131
2	School	522,465	2,386,891	3,604,686
		<u>10,497,379</u>	<u>4,352,334</u>	<u>5,969,817</u>
3	Water Fund	318,527	77,600	264,028
4	Wastewater Fund	130,471	6,703	29,800
	Totals	10,946,377	4,436,637	6,263,645

FISCAL 2021 MONTH BUDGETS						
FISCAL 2021 BUDGET	JULY 2020	AUGUST 2020	SEPTEMBER 2020	3-MONTHS FY 20	3-MONTHS FY 21	\$ Variance FY 21 / FY 20
<u>Town Budgets</u>						
PAYROLL	1,361,131	925,839	870,929	3,025,701	3,157,898	132,197
EXPENSES	84,501	231,814	343,619	677,826	659,935	-17,891
TOTAL	1,445,633	1,157,653	1,214,548	3,703,527	3,817,833	114,306
<u>UNCLASSIFIED</u>						
DEBT	1,132,945	0	239,775	1,574,057	1,372,720	-201,337
RETIREMENT ASSESSMENT	5,182,237	-	-	4,862,852	5,182,237	319,385
INSURANCE GENERAL	700,000	-	-	683,392	700,000	16,608.00
INSURANCE 32B	1,420,000	710,000	710,000	2,541,857	2,840,000	298,143
MEDICARE TAX	40,000	39,000	60,000	136,539	139,000	2,461
UNEMPLOYMENT	2,300	9,500	4,500	15,914	16,300	386
POLICE / FIRE DISABILITY	-	-	-	-	-	-
RESERVE FOR SALARY ADJ	-	-	-	-	-	-
OCCUPATIONAL HEALTH	0	0	0	405	-	-405
BUY BACK	10,000	7,500	10,000	27,500	27,500	-
EMPLOYEE MITIGATION	-	-	-	-	-	-
STORMWATER	-	-	-	-	-	-
TOWN MEETING	-	-	115,000.00	-	115,000.00	115,000.00
STREET LIGHTING	2,000	2,000	2,000	1,556	6,000	4,444
SCHOOL BUS PARKING	-	-	-	-	-	-
RESERVE FUND	-	-	-	-	-	-
MINUTEMAN REGIONAL SC	-	12,000	-	8,582	12,000	3,418.00
TOTAL UNCLASSIFIED	8,489,482	780,000	1,141,275	9,852,654	10,410,757	558,103
<u>SCHOOL</u>	522,465	2,386,891	3,604,686	6,329,841	6,514,042	184,201
<u>STATE ASSESSMENTS</u>	39,800	27,790	9,308	76,898	76,898	-
TOTALS	10,497,379	4,352,334	5,969,817	19,962,920	20,819,530	856,610

SUMMARY FISCAL 2021 BUDGETS									
	JULY 2020	JULY 2021	AUGUST 2020	AUGUST 2021	SEPTEMBER 2020	SEPTEMBER 2021	3-MONTHS FY 20	3-MONTHS FY 21	\$ VAR FY 21 / FY 20
General Government									
Payroll	160,524	277,661	248,190	184,608	135,376	184,608	544,090	646,876	102,786
Expenses	27,746	61,633	56,904	75,370	151,275	76,083	235,925	213,087	-22,838
Total	188,270	339,295	305,094	259,978	286,651	260,691	780,015	859,963	79,948
Public Safety									
Payroll	524,503	663,842	675,326	408,516	267,670	403,526	1,467,499	1,475,884	8,385
Expenses	16,016	16,918	36,138	37,154	169,568	169,815	221,722	223,887	2,165
Total	540,519	680,760	711,464	445,670	437,238	573,341	1,689,221	1,699,771	10,550
Public Works									
Payroll	162,321	207,558	255,545	181,335	109,185	122,415	527,051	511,308	-15,743
Expenses	2,989	3,100	30,817	32,000	37,665	38,000	71,471	73,100	1,629
Total	165,310	210,658	286,362	213,335	146,850	160,415	598,522	584,408	(14,114)
Health and Human Services									
Payroll	61,778	94,548	105,483	73,032	78,036	82,032	245,297	249,612	4,315
Expenses	2,250	2,250	19,931	20,290	47,111	47,371	69,292	69,911	619
Total	64,028	96,798	125,414	93,322	125,147	129,403	314,589	319,523	4,934
Culture and Recreation									
Payroll	76,413	117,522	113,078	78,348	52,273	78,348	241,764	274,218	32,454
Expenses	504	600	66,569	67,000	12,343	12,350	79,416	79,950	534
Total	76,917	118,122	179,647	145,348	64,616	90,698	321,180	354,168	32,988
UNCLASSIFIED									
DEBT	896,596	1,132,945	911,482	0	-234,021	239,775	1,574,057	1,372,720	-201,337
RETIREMENT ASSESSMENT	4,862,852	5,182,237	0	0	0	0	4,862,852	5,182,237	319,385
INSURANCE GENERAL	683,392	700,000	0	0	0	0	683,392	700,000	16,608
INSURANCE 32B	1,255,179	1,420,000	626,378	710,000	660,300	710,000	2,541,857	2,840,000	298,143
MEDICARE TAX	24,055	40,000	55,138	39,000	57,346	60,000	136,539	139,000	2,461
UNEMPLOYMENT	2,256	2,300	9,178	9,500	4,480	4,500	15,914	16,300	386
POLICE / FIRE DISABILITY	-	-	-	-	-	-	-	-	-
RESERVE FOR SALARY ADJ	-	-	-	-	-	-	-	-	-
OCCUPATIONAL HEALTH	-	-	-	-	405	-	405	-	-405
BUY BACK	10,000	10,000	7,500	7,500	10,000	10,000	27,500	27,500	-
EMPLOYEE MITIGATION	-	-	-	-	-	-	-	-	-
STORMWATER	-	-	-	-	-	-	-	-	-
TOWN MEETING	-	-	-	-	-	115,000.00	-	115,000.00	115,000.00
STREET LIGHTING	-	2,000	-	2,000	1,556	2,000	1,556	6,000	4,444
SCHOOL BUS PARKING	-	-	-	-	-	-	-	-	-
RESERVE FUND	-	-	-	-	-	-	-	-	-
MINUTEMAN REGIONAL SC	-	-	8,582.00	12,000.00	-	-	8,582	12,000	3,418.00
Total	7,734,330	8,489,482	1,618,258	780,000	500,066	1,141,275	9,852,654	10,410,757	558,103
WAYLAND PUBLIC SCHOOLS	514,465	522,465	2,333,690	2,386,891	3,481,686	3,604,686	6,329,841	6,514,042	184,200.89
State Assessments	39,800	39,800	27,790	27,790	9,308	9,308	76,898	76,898	0
Totals	9,323,639	10,497,379	5,587,719	4,352,334	5,051,542	5,969,817	19,962,920	20,819,530	856,610

DETAILED FISCAL 2021 BUDGETS

Town of Wayland, Ma FISCAL 2020 / 2021	FINAL FISCAL 2020 BUDGET	JULY 2020	JULY 2021	AUGUST 2020	AUGUST 2021	SEPTEMBER 2020	SEPTEMBER 2021	3-MONTHS FY 20	3-MONTHS FY 21	\$ VAR FY 21 / FY 20
DEPARTMENT		2-payrolls	3-payrolls	3-payrolls	2-payrolls	2-payrolls	2-payrolls			
SELECTMEN	42,500		2,000	4,030	2,000	400	1,000	4,430	5,000	570
TOWN OFFICE SALARY	564,393	41,520	66,000	59,636	44,000	31,027	44,000	132,183	154,000	21,817
TOWN OFFICE EXPENSES	72,998	8,000	8,000	2,972	3,000	8,899	8,900	19,871	19,900	29
PERSONNEL BOARD SALARY	4,000									
PERSONNEL BOARD EXPENSES	25,000	275	300			150	150	425	450	25
FINANCE SALARY	319,242	25,112	34,800	32,262	23,200	17,246	23,200	74,620	81,200	6,580
FINANCE EXPENSE	61,365		11,791	11,791	11,737	9,346	9,400	21,137	21,137	
ASSESSOR SALARY	286,095	13,558	24,057	20,070	16,038	13,486	16,038	47,114	56,133	9,019
ASSESSOR EXPENSES	47,560					6,720	6,800	6,720	6,800	80
TREASURER SALARY	208,251	15,901	24,692	24,036	16,462	12,088	16,462	52,025	57,615	5,590
TREASURER EXPENSES	61,150		2,000	6,047	3,000	32,248	3,000	38,295	8,000	(30,295)
LEGAL	244,000		3,000			12,033	10,000	12,033	16,000	3,967
INFORMATION TECH SALARY	180,965	7,136	28,728	23,833	19,152	12,287	19,152	43,256	67,032	23,776
INFORMATION TECH EXPENSES	663,011	16,917	17,000	25,164	25,000	35	200	42,116	42,200	84
TOWN CLERK SALARY	142,142	11,028	14,214	15,939	9,476	12,177	9,476	39,144	33,166	(5,978)
TOWN CLERK EXPENSES	15,718	1,080	1,500	381	300			1,461	1,800	339
ELECTIONS SALARY	300									
ELECTIONS EXPENSES	24,376	1,474	1,500		200		1,000	1,474	2,700	1,226
REGISTRAR SALARY	1,075									
REGISTRAR EXPENSES	4,625									
CONSERVATION SALARY	209,937	16,479	24,300	26,089	15,700	11,562	15,700	54,130	55,700	1,570
CONSERVATION EXPENSES	45,645			707	800	1,098	1,000	1,805	1,800	(5)
PLANNING SALARY	113,756	8,502	12,990	12,853	8,660	6,643	8,660	27,998	30,310	2,312
PLANNING EXPENSES	6,655					266	300	266	300	34
FACILITIES SALARY	393,532	21,288	47,880	33,472	31,920	18,860	31,920	73,620	111,720	38,100
FACILITIES EXPENSES	952,700		21,333	5,812	21,333	57,371	21,333	63,183	64,000	817
MISC COMMITTEES	54,775		5,000		5,000	22,709	13,000	22,709	23,000	291
TOTAL GENERAL GOVERNMENT	4,745,766	188,270	339,295	305,094	259,978	286,651	260,691	780,015	859,963	79,948
POLICE SALARY	2,768,367	203,646	297,632	282,963	172,386	155,795	172,386	642,404	642,404	-
POLICE EXPENSES	326,825	1,659	2,000	16,626	17,000	115,412	115,000	133,697	134,000	303
JOINT COMMUNICATIONS SALARY	520,051	41,716	60,855	59,516	40,570	32,789	35,570	134,021	136,995	2,974
JOINT COMMUNICATIONS EXPENSES	32,000	-	-	1,815	2,000	10,723	11,000	12,538	13,000	462
EMERGENCY MANAGEMENT	23,250	-	-	3,750	3,750	147	150	3,897	3,900.00	3
DOG OFFICER	37,120	3,047	3,108	3,047	3,108	3,047	3,108	9,141	9,324	183
FIRE SALARY	2,921,706	256,158	270,354	298,110	172,226	60,479	172,236	614,747	614,816	69
FIRE EXPENSES	270,800	11,310	10,596	10,596	10,596	38,557	38,557	60,463	60,463	-
BUILDING & ZONING SALARY	309,575	22,983	35,001	34,737	23,334	18,607	23,334	76,327	81,669	5,342
BUILDING & ZONING EXPENSES	19,550	-	500.00	304	700	1,682	2,000	1,986	3,200	1,214
TOTAL PUBLIC SAFETY	7,229,244	540,519	680,760	711,464	445,670	437,238	573,341	1,689,221	1,699,771	10,550
WAYLAND PUBLIC SCHOOLS	41,919,750	514,465	522,465	2,333,690	2,386,891	3,481,686	3,604,686	6,329,841	6,514,041.89	184,201
MINUTEMAN REGIONAL SC	230,000	-	-	8,582	12,000	-	-	8,582	12,000	3,418
TOTAL EDUCATION	42,149,750	514,465	522,465	2,342,272	2,398,891	3,481,686	3,604,686.00	6,338,423	6,526,042	187,619
HIGHWAY SALARY	1,026,246	76,520	101,229	129,610	94,486	56,711	67,486	262,841	263,201	360
HIGHWAY EXPENSES	531,800	1,860	1,900	21,029	22,000	13,470	13,500	36,359	37,400	1,041
ENGINEERING SALARY	332,227	30,309	32,481	41,990	21,654	19,199	21,654	91,498	75,789	(15,709)
ENGINEERING EXPENSE	45,420	-	-	2,947	3,000	-	-	2,947	3,000	53
SNOW REMOVAL SALARY	175,000	-	-	394	-	-	-	394	-	(394)
SNOW REMOVAL EXPENSES	325,000	-	-	-	-	6,780	7,000	6,780	7,000	220
TRANSFER STATION	40,000	-	-	-	-	-	-	-	-	-
PARKS SALARY	683,700	55,492	73,848	83,551	65,195	33,275	33,275	172,318	172,318	-
PARKS EXPENSES	400,800	1,129	1,200	6,841	7,000	17,415	17,500	25,385	25,700	315
TOTAL PUBLIC WORKS	3,560,193	165,310	210,658	286,362	213,335	146,850	160,415	598,522	584,408	(14,114)
BOARD OF HEALTH SALARY	761,412	30,984	48,000	58,608	42,000	54,589	55,000	144,181	145,000	819
BOARD OF HEALTH EXPENSES	166,825	131	131	16,641	17,000	11,740	12,000	28,512	29,131	619
VETERANS SERVICES	48,000	-	-	-	-	32,889	32,889	32,889	32,889	-
C.O.A. SALARY	239,495	16,363	24,741	24,852	16,494	12,000	12,494	53,215	53,729	514
C.O.A. EXPENSES	65,280	2,119	2,119	3,267	3,267	2,482	2,482	7,868	7,868	-
YOUTH SERVICES SALARY	222,008	14,431	21,807	22,023	14,538	11,447	14,538	47,901	50,883	2,982
YOUTH SERVICES EXPENSES	6,225	-	-	23	23	-	-	23	23	-
TOTAL HEALTH / HUMAN SERVICES	1,509,245	64,028	96,798	125,414	93,322	125,147	129,403	314,589	319,523	4,934
LIBRARY SALARY	850,985	63,318	96,276	93,287	64,184	43,766	64,184	200,371	224,644	24,273
LIBRARY EXPENSES	278,850	504	600	66,569	67,000	11,993	12,000	79,066	79,600	534
RECREATION EXPENSE	2,275	-	-	-	-	350	350	350	350	-
RECREATION SALARY	178,193	13,095	21,246	19,791	14,164	8,507	14,164	41,393	49,574	8,181
TOTAL CULTURAL	1,310,303	76,917	118,122	179,647	145,348	64,616	90,698	321,180	354,168	32,988
DEBT	6,814,789	896,596	1,132,945	911,482	0	234,021	239,775	1,574,057	1,372,720	(201,337)
RETIREMENT ASSESSMENT	4,862,852	4,862,852	5,182,237	-	-	-	-	4,862,852	5,182,237	319,385
UNCLASSIFIED	686,000	683,392	700,000	626,378	710,000	660,300	710,000	683,392	700,000	16,608
INSURANCE GENERAL	7,955,200	1,255,179	1,420,000	626,378	710,000	660,300	710,000	2,541,857	2,840,000	298,143
INSURANCE 32B	681,062	24,055	40,000	55,138	39,000	57,346	60,000	136,539	139,000	2,461
MEDICARE TAX	50,000	2,256	2,300	9,178	9,500	4,480	4,500	15,914	16,300	386
UNEMPLOYMENT	15,000	-	-	-	-	-	-	-	-	-
POLICE / FIRE DISABILITY	25,000	-	-	-	-	-	-	-	-	-
RESERVE FOR SALARY ADJ	8,000	-	-	-	-	-	-	-	-	-
OCCUPATIONAL HEALTH	40,000	10,000	10,000	7,500	7,500	10,000	10,000	27,500	27,500	(405)
BUY BACK	340,000	-	-	-	-	-	-	-	-	-
EMPLOYEE MITIGATION	210,000	-	-	-	-	-	-	-	-	-
STORMWATER	115,000	-	-	-	-	-	115,000	-	115,000	115,000
TOWN MEETING	95,000	-	2,000	-	2,000	1,556	2,000	1,556	6,000	

WATER FUND		ACTUAL		BUDGET		ACTUAL		BUDGET		ACTUAL		BUDGET			
	FY 20	JULY	JULY	AUGUST	AUGUST	SEPTEMBER	SEPTEMBER	3-MONTHS	3-MONTHS	\$ VAR					
	EXPENSE	2020	2021	2020	2021	2020	2021	FY 20	FY 21	FY 21 / FY 20					
	BUDGET	2-payrolls	3-payrolls	3-payrolls	2-payrolls	2-payrolls	2-payrolls								
SALARIES	636,000	44,721	63,000	59,054	48,000	33,932	33,000	137,707	144,000	6,293					
TEMPORARY SEASONAL	8,688	-	-	1,124	0	-	-	1,124	-	-1,124					
CLOTHING ALLOWANCE	4,200	-	-	2,800	2,800	-	-	2,800	2,800						
OTHER COMPENSATION	0	2,135	2,100	2,248	2,000	786	500	5,169	4,600	-569					
OVERTIME	160,000	9,092	9,000	13,115	9,000	4,577	5,000	26,784	23,000	-3,784					
WATER PERSONAL SERVICES	808,888	55,948	74,100	78,341	61,800	39,295	38,500	173,584	174,400	816					
CONTRACTUAL SERVICES	150,000	-	-	2,987	2,500	25,259	25,000	28,246	27,500	-746					
PROFESSIONAL SERVICES	150,000	-	-	-	-	-	-	-	-						
LABORATORY TESTING SERVICES	40,000	-	-	3,997	3,500	3,307	3,300	7,304	6,800	504					
TRAINING & EDUCATION	15,000	-	-	651	600	1,291	1,200	1,942	1,800	-142					
BUILDING REPAIRS/IMPROVEMENTS	45,000	-	-	-	-	4,374	4,500	4,374	4,500	126					
EQUIPMENT REPAIRS & MAINTENANC	90,000	123	200	3,635	3,700	12,566	12,500	16,324	16,400	76					
VEHICLE REPAIRS	30,000	-	-	2,829	3,000	4,543	5,000	7,372	8,000	628					
POLICE DETAIL	4,000	-	-	-	-	-	-	-	-						
NATURAL GAS	25,000	-	-	-	-	-	-	-	-						
ELECTRICITY	375,000	-	-	-	-	72,710	73,000	72,710	73,000	290					
TELEPHONE	10,000	-	-	-	-	-	-	-	-						
SUPPLIES	110,000	-	-	181	200	2,933	3,000	3,114	3,200	86					
VEHICLE GASOLINE	20,000	-	-	-	-	-	-	-	-						
CHEMICALS	300,000	-	-	2,140	2,200	60,201	61,000	62,341	63,200	859					
UNIFORMS	5,000	-	-	-	-	-	-	-	-						
OFFICE SUPPLIES	2,000	-	-	-	-	-	-	-	-						
POSTAGE	15,000	-	-	128	100	1,229	1,500	1,357	1,600	243					
SMALL EQUIPMENT	40,000	-	-	-	-	-	-	-	-						
CONTINGENCY FUND	50,000	-	-	-	-	-	-	-	-						
LONG TERM DEBT-PRINCIPAL	969,100	115,000	150,000	-	-	35,000	35,000	150,000	185,000	35,000					
LONG TERM DEBT-INTEREST	368,410	16,250	94,227	83,230	-	7,875	525	107,355	94,752	-12,603					
WATER EXPENSES	2,813,510	131,373	244,427	99,778	15,800	231,288	225,525	462,439	485,752	23,313					
TRANSFER TO G/F	374,779	-	-	-	-	-	-	-	-						
TRANSFERS TO CAPITAL-WATER FD	1,350,000	-	-	-	-	-	-	-	-						
TRANSFERS TO TRUST FUND	7,753	-	-	-	-	-	-	-	-						
Total 61991000 TRANSFER TO OTHER FU	1,732,532	-	-	-	-	-	-	-	-						
Expense Total	5,354,930	187,321	318,527	178,119	77,600	270,583	264,025	636,023	660,152	24,129					
								0							

WASTEWATER FUND		ACTUAL		BUDGET		ACTUAL		BUDGET		ACTUAL		BUDGET			
	FY 20	JULY	JULY	AUGUST	AUGUST	SEPTEMBER	SEPTEMBER	3-MONTHS	3-MONTHS	\$ VAR					
	EXPENSE	2020	2021	2020	2021	2020	2021	FY 20	FY 21	FY 21 / FY 20					
	BUDGET	2-payrolls	3-payrolls	3-payrolls	2-payrolls	2-payrolls	2-payrolls								
SALARIES	82,600	1,598	9,345	7,300	6,300	6,257	6,300	15,155	21,945	6,790					
SALARIES PT	5,000	-	-	-	-	-	-	-	-	-					
WASTEWATER PERSONNAL SERVICES	87,600	1,598	9,345	7,300	6,300	6,257	6,300	15,155	21,945	6,790					
CONTRACTUAL SERVICES	50,000	-	-	-	-	7,800	7,800	7,800	7,800	-					
PROFESSIONAL SERVICES	12,500	64	65	-	-	-	-	64	65	1.00					
LABORATORY TESTING SERVICES	7,800	-	-	-	-	-	-	-	-	-					
ADMINISTRATIVE SERVICES	500	-	-	62	62	-	-	62	62	-					
LEGAL SERVICES	5,000	-	-	-	-	-	-	-	-	-					
TRAINING & EDUCATION	350	-	-	-	-	-	-	-	-	-					
BUILDING REPAIRS/IMPROVEMENTS	5,900	-	-	-	-	-	-	-	-	-					
EQUIPMENT REPAIRS & MAINTENANC	30,000	-	-	-	-	2,600	2,600	2,600	2,600	-					
VEHICLE REPAIRS	500	-	-	-	-	-	-	-	-	-					
DISPOSAL	1,240	-	-	-	-	190	200	190	200	10					
SLUDGE DISPOSAL	25,000	-	-	-	-	2,295	2,300	2,295	2,300	5					
CHEMICALS	7,500	-	-	-	-	3,013	3,100	3,013	3,100	87					
PIPELINE MAINTENANCE EMERGENCY	10,000	-	-	-	-	-	-	-	-	-					
NATURAL GAS	5,500	-	-	68	88	66	100	134	168	34					
ELECTRICITY	33,000	-	-	-	-	6,852	6,900	6,852	6,900	48					
TELEPHONE	1,900	-	-	-	-	402	400	402	400	-2					
WATER CHARGES	1,000	-	-	-	-	-	-	-	-	-					
SUPPLIES	5,000	-	-	273	273	-	-	273	273	0					
VEHICLE GASOLINE	500	-	-	-	-	88	100	88	100	12					
UNIFORMS	350	-	-	-	-	-	-	-	-	-					
CONTINGENCY FUND	13,600	-	-	-	-	-	-	-	-	-					
LONG TERM DEBT-PRINCIPAL	291,324	47,566	43,246	-	-	-	-	47,566	43,246	-4,320					
LONG TERM DEBT-INTEREST	156,963	-	77,815	79,307	-	-	-	79,307	77,815	-1,492					
WASTEWATER EXPENSES	665,427	47,630	121,126	79,710	403	23,306	23,500	150,646	145,029	195					
TRANSFERS TO G/F	34,913	-	-	-	-	-	-	-	-	-					
TOTAL TRANSFERS	34,913	0	0	0	0	0	0	0	0	0					
Expense Total	787,840	49,228	130,471	87,010	6,703	29,563	29,800	165,801	156,974	6,985					
								0							

Crandall, Seath

Subject: Important information, upcoming deadlines and new guidelines for the 2020 Annual Report.
Attachments: ATT00001.htm

From: "Hegarty, Teri" <thegarty@wayland.ma.us>

Date: May 27, 2020 at 3:52:05 PM EDT

To:
Cc: "Miller, Louise" <lmiller@wayland.ma.us>, "Doucette, Elizabeth" <edoucette@wayland.ma.us>
Subject: **Important information, upcoming deadlines and new guidelines for the 2020 Annual Report.**

May 27, 2020

Dear Board and Committee Chairs:

Preparations for the Town's 2020 Annual Report are now underway and we need your help.

Town Code mandates that "All boards, commissions, committees, officers and agents of the Town shall submit to the Selectmen, not later than September 30 after the end of each fiscal year, a written report giving an account of the business transacted during the preceding fiscal year." ([§ 53-1: Annual reports](#))

Please be sure that your report is "Annual Report" ready on or before the September deadline; and that all corresponding graphs, images and spreadsheets are finalized in time.

This year, we are implementing word limit guidance of no more than 1,000 words for each report.

And while the Town Code deadline for your committee report is September 30, 2020, we are asking **for a complete listing of your members before the end of day on June 30, 2020.** Please see the attached document named "Board or Committee Member Listing."

Specifically, for the "Board/Committee Member Listing" we are looking for:

- The name of your Board or Committee
- The first and last name of each member, along with their title
- Each member's term expiration year, as well as their email and phone number

Please keep me in mind that this report covers the July 1, 2019 – June 30, 2020 time period.

As part of your final report's preparation process, we ask you to keep the following guidelines in mind:

- Please only send in your report once all the copy--and corresponding graphs, images, etc.--are final and complete.
- All copy should be sent in a Word document (Times New Roman font, 11 point type size, single line spacing). No pdfs, please.

- No need to make columns or to design your page ahead of time. All page formatting will be done by the Selectmen’s Office.
- Images (including graphs) can be sent as an accompanying attachment or put in the final Word document. All images/graphs should be in either a jpg, tiff or png format. Please include a brief description of each image as the title of the image file or near the image/graph in the Word document page.
- Tables can be within the Word document, itself. But, if working in Excel, please send a pdf of the Excel spreadsheet contents (each pdf of the spreadsheet you send should fit on a page in the annual report). Please reference previous Annual Reports for appropriate page breaks.
- Please use the following format in your email subject line when submitting your content: **2020 Annual Report, (Name of your Committee)**
- All final reports and corresponding attachments should be sent to Teri Hegarty, at thegarty@wayland.ma.us.

Keep in mind, too, that “All appointed boards, commissions or committees of the Town, other than those created under the General Laws of the Commonwealth, that do not submit a written report **on or before the September 30** deadline shall be dissolved . . .” ([§ 53-3: Annual reports](#)) So, the earlier the better when it comes to sending in your final report.

Important deadlines to remember:

- **June 30, 2020** - A listing of all members’ names, titles and the year of their term expiration are due to Teri Hegarty at thegarty@wayland.ma.us.
- **September 30, 2020** -- Final reports for FY20--which covers the July 1, 2019 to June 30, 2020 time period—are due to Teri Hegarty at thegarty@wayland.ma.us. No drafts, please. And please feel free to send your completed reports ahead of the September 30th deadline.

Thank you for your time and your assistance with the 2020 Annual Report. Please know it is very much appreciated.

Sincerely,

Teri Hegarty

**Teri Hegarty
 Management Analyst
 Town of Wayland
 41 Cochituate Road
 Wayland, MA 01778
 Phone: 508-358-3622**

**Town of Wayland
Board/Committee Appointments
Status as of June 3, 2020**

The following positions will be open as of June 30, 2020. Volunteers interested in serving, please send your information to the Board of Selectmen c/o Teri Hegarty at thegarty@wayland.ma.us. All positions are appointed by the Board of Selectmen unless otherwise noted.

Due to limited meeting agendas while under a public health emergency, the Board will consider reappointment only to those positions that are uncontested. Positions with multiple candidates will be considered at a later date.

Committee	Term Ending Date
Audit Committee (2 positions)	June 30, 2023
Cable Advisory Committee	open ended
Community Preservation Committee (4 positions)	
Selectmen	June 30, 2023
Board of Public Works	June 30, 2023
Conservation Commission	June 30, 2023
Recreation Commission	June 30, 2023
Conservation Commission (3 positions)	June 30, 2023
Council on Aging Board (3 positions)	June 30, 2023
Cultural Council (multiple vacancies)	3-year terms
Economic Development Committee (2 positions)	June 30, 2023
Energy and Climate Committee (2 positions)	June 30, 2023
Finance Committee (3 positions)	June 30, 2023
Historic District Commission (2 positions)	June 30, 2023
Historical Commission	June 30, 2023
Municipal Affordable Housing Trust Fund Board (3 positions)	
Selectmen (2)	June 30, 2022
Selectmen (Real Estate Law Specialist)	June 30, 2022
Permanent Municipal Building Committee (4 positions)	
Selectmen (3)	June 30, 2023
School Committee (1)	June 30, 2023
Personnel Board	June 30, 2025

Town of Wayland
Board/Committee Appointments
Status as of May 8, 2020
continued

Public Ceremonies Committee (2 positions)	
Moderator	June 30, 2021
Moderator	June 30, 2023
Senior Tax Relief Committee (2 positions)	
Selectmen	June 30, 2023
Council on Aging	June 30, 2023
Surface Water Quality Committee (2 positions)	June 30, 2023
Wastewater Management District Commission	June 30, 2023
Wayland Housing Partnership	
Selectmen (3 positions)	June 30, 2023
Conservation Commission	June 30, 2023
School Committee	June 30, 2023
Youth Advisory Committee (3 positions)	
Selectmen	June 30, 2023
Police Chief	June 30, 2023
Wayland Clergy Association	June 30, 2023
Zoning Board of Appeals (3 positions)	June 30, 2023



LOUISE L. E. MILLER
TOWN ADMINISTRATOR
TEL. (508) 358-3620
www.wayland.ma.us

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

Draft Meeting Minutes
BOARD OF SELECTMEN
Wednesday, May 27, 2020
2:30 p.m.

Wayland Town Building
Council on Aging Room
41 Cochituate Road, Wayland, MA

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

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, this meeting of the Board of Selectmen was livestreamed on local broadcast on WayCAM. Public Comment was received 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 (L. Anderson, M. Antes, T. Fay, and D. Levine participated remotely by tele-videoconferencing; and C. Karlson participated by tele-videoconferencing and was also present at Town Building.)

Also Present: Town Administrator, Louise Miller; Assistant Town Administrator, Elizabeth Doucette; Finance Director, Brian Keveny; Business Analyst, Jason Adams; IT Director, Mike McCann;

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 2:31 p.m. when a quorum was available, and noted that the meeting would be broadcast live and recorded for later broadcast by WayCAM. C. Karlson announced that members of the Board would participate remotely to maintain social distance, and gave a phone number (508-358-6812) for the public to call to offer comments. C. Karlson reviewed the agenda for the public.

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 Wayland Teachers Association regarding health insurance payroll deductions; and Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and approve the executive session minutes of May 8, 2020; APPROVE AND HOLD: Executive Session minutes of May 8, 2020; and Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and release with redactions the executive session minutes of December 16, 2019 (first session), April 24, 2020 and May 8, 2020.

At 2:34 p.m., Chair C. Karlson moved, seconded by L. Anderson, 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 Wayland Teachers Association regarding health insurance payroll deductions; and Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and approve the executive session minutes of May 8, 2020; with the anticipation to approve and hold said minutes; and Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (2), (3), and (6), to review and release with redactions the executive session minutes of December 16, 2019 (first session), April 24, 2020 and May 8, 2020.

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

The Chair invited attendance by Louise Miller, Town Administrator; Elizabeth Doucette, Assistant Town Administrator; and School Committee member, Ellen Grieco.

The Board reconvened in open session at 3:02 p.m.

A3. Announcements M. Antes announced that there was a need for poll workers; anyone 18 years and older who was interested should contact the Town Clerk.

A4. Town Finance Update 1. Fiscal Year 2020 Update 2. Fiscal Year 2021 Update 3. Fiscal Year 2021 1/12 budget Update L. Miller reported that the Town expected a revenue shortfall for the fourth quarter of FY2020 and in the first quarter of FY2021 totaling approximately \$375,000 for each quarter. L. Miller noted that the Town had adjusted expenditures in the fourth quarter to offset the expected loss of revenue which resulted in the budget closing for FY2020 as originally expected. L. Miller reported that projections are uncertain for state aid in FY2021, which represents less than 10% of the Town budget. L. Miller reported that the Town would start receiving COVID-19 reimbursements in FY2021. L. Miller noted that she also expected a turn back for FY2020, resulting in about \$200,000 to cover any unexpected expenditures to finish out the fiscal year.

L. Miller presented a FY2021 projected budget, which was based on the fourth quarter FY2020 projections, provided both an operating budget and \$1.5 million in free cash for capital expenditures. L. Miller noted that the Town should be able to maintain the free cash level and capital expenditures would not be affected.

Finance Director, B. Keveny reviewed the proposed FY2021 monthly budgets for July, August, and September that could be submitted to the Department of Revenue (DOR) for approval in lieu of a full FY2021 budget until such time a budget is approved at Annual Town Meeting (ATM). B. Keveny described the six areas of budgeted revenue for FY2021: the General Fund budget, Capital Appropriations, OPEB, state assessments, overlay, and taxation, which account for 99% of budgeted revenue. B. Keveny, noted that in a normal year the Town budgets for about \$500,000 in uncollected revenue, and also that each year the Town collected revenue that went uncollected from a prior year. B. Keveny noted that the Town expects to collect 100% of state aid. B. Keveny reported that the total budget for local receipts is \$5 million in the areas of motor vehicle excise tax, meals tax, and building permits. The Town's meals tax payment, normally about \$200,000 in the fourth quarter, is expected to be less due to the stay-at-home advisory. This payment covers the months of March, April, and May when restaurants were essentially closed. B. Keveny reported that the Town will also see a shortfall in licenses and permits due to restrictions on construction in the spring, but could see a surge of new permits in the early part of FY2021. B. Keveny reported that he expected no shortfall in transfers from other funds and that the budget included \$1.4 million of free cash to balance the capital budget. B. Keveny noted that there was \$600,000 of unbudgeted revenue, which will offset the monies not collected in the FY2020 levy.

B. Keveny noted that the FY2021 balanced budget appears in the Warrant for the 2020 ATM. It remains unclear if the DOR will allow municipalities to use the budgeted value of \$5.1 million in local receipts or use the actual FY2020 values of local receipts. B. Keveny summarized the expected \$2 million in turn backs, which are unspent payroll and expense appropriations. B. Keveny described how the FY2021 monthly budgets closely resemble the budget of the first quarter of the prior year with some variations. The Board will vote on approving to submit a monthly budget after the Town receives more information from the DOR.

A5. Annual Town Meeting (ATM) discussion with the Town Moderator, Dennis Berry covering potential dates, format, extension of ATM and pending legislation C. Karlson invited Town Moderator, Dennis Berry to the discussion. C. Karlson noted that there were documents included in the Board packet to summarize safety, openness, and fairness considerations for holding an Annual Town Meeting. L. Miller noted that the prohibition of gatherings of ten or more persons is waived for a Town Meeting.

C. Karlson noted three decisions that were needed: first, the need to extend the current May 29 Town Meeting; second, the need to select a new date and agenda; and lastly, the logistics of holding the meeting.

D. Berry summarized the work prepared by the Massachusetts Moderators Association included in the Board packet. D. Berry noted that Wayland would be required to have an in-person meeting, versus a virtual Town Meeting. C. Karlson noted that there are logistics that may disenfranchise voters. D. Berry noted that the concept of holding an outdoor meeting could be effected by weather, and brings a new set of logistical challenges.

D. Berry noted the intent to renew the current declaration to continue ATM until the end of the public health emergency in consultation with Board of Health, the Selectmen, and the Public Safety departments.

The Board and Moderator had a discussion on the logistics of the continuation of the ATM during the state of emergency. The Board agreed that D. Berry would write a declaration of continuation for 30 days from May 29. C. Karlson noted that the continuation to a date so close to the start of FY2021 would essentially compel the Town to submit a 1/12 budget to the DOR. M. Antes noted the need to acknowledge that a

continuation is also at variance with Town Code requiring ATM to be held within seven (7) days of the Town Election.

A7. Public Comment C. Karlson opened the meeting to the public for comment. There was none.

A6. COVID-19: Town Administrator update and review of Response Plan; vote any necessary actions, including but not limited to: 1. State re-opening plan 2. Roles of Wayland staff, boards and committees: develop guidance for roles and responsibility of re-opening plans 3. Wayland Plan a. Health Department Update; b. Town Beaches; c. Town Services and Town Building; d. Outdoor Recreation; e. Economic Development i. Restaurants ii. Other Businesses

A6.1. State re-opening plan L. Miller reported that the Town is in the middle of Phase I re-opening; a number of businesses have been allowed to resume business; and there is a noticeable increase in construction related activities. L. Miller reported an uptick in the number of compliance complaints.

A6.2. Roles of Wayland staff, boards and committees: develop guidance for roles and responsibility of re-opening plans L. Miller summarized the Town's obligations to meet new operational guidelines and employment protocols. L. Miller reported that some committees would need to meet as a result of the Phase I re-opening. L. Miller outlined the staffing requirements needed to support and execute a public hearing and public meeting and that the meetings are required to be live-streamed.

A6.3. Wayland Plan

A6.3.a. Health Department Update L. Miller reported that the Health Department reported the first person under 19 years confirmed COVID-19 positive, a total of seven new cases, and one new death.

A6.3.b. Town Beaches L. Miller reported that many Town Departments are working hard to open the Town Beach for the weekend. There will be new protocols in place to meet Phase 1 guidelines.

A6.3.c. Town Services and Town Building L. Miller reported that Town Buildings are still closed to the public, but visitors can submit documents by appointment.

A6.3.d. Outdoor Recreation L. Miller reported that there has been no further guidance issued for summer camps at this time.

A6.3.e. Economic Development: i. Restaurants ii. Other Businesses L. Miller reported that the Town Planner, Building Commissioner, Fire Chief and Health Director met to discuss re-opening businesses and restaurants. The Economic Development Committee will meet this Friday to discuss new guidelines.

A8. Minutes: Review and vote to approve minutes of May 15, 2020 L. Anderson moved, seconded by D. Levine, that the Board approve the meeting minutes of May 15, 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.

A9. Executive Session Minutes: vote to release with redactions the executive session minutes of December 16, 2019 (first session), April 24, 2020, and May 8, 2020. D. Levine moved, seconded by M. Antes, that the Board of Selectmen vote to release with redactions the executive session minutes of December 16, 2019 (first session), April 24, 2020, and May 8, 2020. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

A10. Consent: Review and vote to approve (see separate sheet)

1. Vote the question of designating and approving signing authority to Louise Miller, Town Administrator on items listed below.
2. Vote the question of approving and signing the weekly payroll and expense warrants
3. Vote the question of appointing Virginia Gardner, as Town Registrar for a term expiring April 1, 2023.
4. Vote the question of approving and signing invoice #125799 from KP Law, dated April 30, for professional services rendered through May 15, 2020 in the amount of \$570.00
5. Vote the question of approving and signing invoice #125800 from KP Law, dated April 30, for professional services rendered through May 15, 2020 in the amount of \$6,097.32
6. Vote the question of approving and signing invoice #125847 from KP Law, dated April 30, for professional services rendered through May 15, 2020 in the amount of \$232.00
7. Vote the question of approving three (3) yard signs to be displayed from May 28, 2020 to June 4, 2020 at the following locations: Old Connecticut Path and Cochituate Road (Five Paths), Route

20/Old Connecticut Path by the Coach Grill and Fire Station Two in Cochituate by League of Women Voters of Wayland to promote residents to complete the 2020 Census.

8. Vote the question of approving two (2) sandwich boards to be displayed from May 30, 2020 to June 6, 2020 at the following locations: Old Connecticut Path & Cochituate Rd (Five Paths) and Town Center (Corner of Routes 20 and 27) by Wayland-Weston Youth Football and Cheer organization to promote registration.
9. Vote the question of accepting with thanks eight (8) donations/grants totaling \$4,065.00 to the Wayland COVID-19 Relief Fund.

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. Correspondence Review. The Board reviewed correspondence included in the Board Packet. L. Anderson noted item 2: proclamation on Race Amity Day. C. Karlson will add the item to a future agenda.

A12. Selectmen's reports and concerns T. Fay reported that he attended the Recreation Commission meeting and discussed the Oxbow Field Project. The contractor continues to work on issues at the field, but there has been ongoing vandalism at the field. L. Miller reported that the Police would respond to the matter. L. Anderson thanked the DPW for street sweeping. L. Anderson noted that a member of the Surface Water Quality Committee inquired about asking the DPW to help with maintenance for the water bodies in Town. She will ask L. Miller to follow up. M. Antes reported that the water is on at the community garden and people are enjoying it. C. Karlson reported that the relief fund supported food deliveries to eighteen families this week. C. Karlson proposed to schedule two Board meetings in June.

A13. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any There were none.

A14. Adjourn D. Levine moved, seconded by M. Antes, to adjourn the meeting at 4:50 p.m. Roll Call Vote: YEA: L. Anderson, M. Antes, T. Fay, C. Karlson, D. Levine. NAY: none. ABSENT: none. ABSTAIN: none. Adopted 5-0.

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of May 15, 2020

1. There were none.

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

1. Memorandum FY2020 FY2021 Projections May 25, 2020
2. Memorandum from Finance Director, B. Keveny, on FY2020 General Fund Estimates May 25, 2020
3. Fiscal 2020 Budget vs Actual – Full Budget Summary May 25, 2020
4. FY 2021 One Twelfth Budget Summary May 25, 2020
5. Board of Selectmen & Town Moderator Annual Town Meeting Discussion Outline May 27, 2020
6. Massachusetts Moderators Association Planning Guide for Town Meeting During a Pandemic May 22, 2020
7. Notice on COVID-19 Update: Governor Baker's State Reopening Plan – Phase 1
8. Notice on COVID-19 Wayland update of COVID-19 cases May 15, 2020
9. Draft of Board of Selectmen Meeting Minutes held on 05-15-2020

CORRESPONDENCE

1. Correspondence from Ken Isaacson, Town of Wayland Resident to Board of Selectmen dated May 20, 2020 re: Suggested options for how to hold Annual Town Meeting.
2. Correspondence from Ann Landry, Advisory Board member for The National Center for Race Amity (NCRA) to Board of Selectmen dated May 20, 2020 re: Asking the Board of Selectmen to issue a Proclamation declaring that June 14, 2020 be Race Amity Day in Wayland.

PUBLIC DOCUMENTS PROVIDED TO THE BOARD OF SELECTMEN FROM May 26, 2020 THROUGH AND INCLUDING June 4, 2020 OTHERWISE NOT LISTED AND INCLUDED IN THE CORRESPONDENCE PACKET FOR June 5, 2020

Items distributed to the Board of Selectmen –May 27, 2020 – June 5, 2020

(none)

Items Distributed for Information and Use by the Board of Selectmen at the Meeting of May 27, 2020

(none)

Items included as part of the Agenda Packet for discussion during the June 5, 2020 Board of Selectmen Meeting

1. Tolerance Pledge signed in 2017 for Race Amity Day Proclamation
2. Phase 2 restaurant Reopening Memo June 4, 2020
3. Advisory Regarding Local Licensing Authorities' Approval of Outdoor Seating
4. Alcoholic Beverages Control Commission Advisory Regarding Guidelines for Extension of Premises to Patio and Outdoor Areas
5. Letter to Restaurants re: COVID-19 Phase 2 Reopening – Outdoor Table Service
6. MA Mandatory Safety Standards for Restaurants
7. MA Mandatory Safety Standards COVID-19 Checklist for Restaurants
8. Application for Temporary outdoor Seating
9. Notice on COVID-19 Wayland update of COVID-19 cases May 23, 2020
10. Memorandum from Louise Miller, Town Administrator to Board of Selectmen Re: 1/12th budget for July 2020, August 2020, September 2020
11. Budget Totals of Municipal, School, Water Fund, and Wastewater Fund for July 2020, August 2020, September 2020
12. Fiscal 2021 Month Budgets
13. Summary Fiscal 2021 Budgets
14. Detailed Fiscal 2021 Budgets
15. Water Fund Budget
16. Wastewater Fund Budget
17. Correspondence from Teri Hegarty, Management Analyst for Town of Wayland, to Board and Committee Chairs re: upcoming deadlines and new guidelines for the 2020 Annual Report – Committee Reports
18. Board/Committee Member Listing Form
19. Board and Committee Vacancies as of June 30, 2020
20. Draft of Board of Selectmen Meeting Minutes held on 05-27-2020

BOARD OF SELECTMEN
Friday, June 5, 2020
11:00 a.m.
Wayland Town Building
41 Cochituate Road, Wayland, MA

CONSENT CALENDAR

1. Vote the question of designating and approving signing authority to Louise Miller, Town Administrator on items listed below.
2. Vote the question of approving and signing the weekly payroll and expense warrants
3. Vote the question to ratify Contract 20-1079 with Aquatic Vision, LLC for 2020 Vegetation Management at the Town Beach for an amount not to exceed \$6,000.
4. Vote the question of approving and signing Contract 20-2027 with PJ Keating Company for Bituminous Concrete in Place for an amount of \$983,500.
5. Vote the question of approving three (3) yard signs to be displayed from June 6, 2020 to June 13, 2020 at the following locations: Old Connecticut Path and Cochituate Road (Five Paths), Route 20/Old Connecticut Path by the Coach Grill and Fire Station Two in Cochituate by League of Women Voters of Wayland to promote residents to complete the 2020 Census.
6. Vote the question of accepting with thanks two (2) donations totaling \$175.00 to the Wayland COVID-19 Relief Fund.

**TOWN OF WAYLAND, MASSACHUSETTS
AGREEMENT**

**CONTRACT NO. 20-1079
AQUATIC VISION, LLC**

THIS AGREEMENT made this 4th day of June, 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 **Aquatic Vision, LLC**, having a usual place of business at **54 Fairview Avenue, Natick, Massachusetts 01760**, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the provision of **2020 Vegetation Management Using Hand-Pulling and DASH at Wayland Town Beach, Massachusetts**, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal, **dated June 3, 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 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 **2020 Vegetation Management Using Hand-Pulling and DASH at Wayland Town Beach, Massachusetts**, 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 **October 31, 2020**, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. **The TOWN shall pay the CONTRACTOR to remove milfoil at the Town Beach, in accordance with Wayland’s Wetlands and Water Resources Bylaw, Chapter 194, Lake Cochituate Watershed Council, Vegetation Management**

**Plan Using Hand-Pulling and Diver Assisted Suction Harvesting (DASH),
DEP File 322-751 (Attachment A).**

**Services are to be provided as authorized by the Town of Wayland
Recreation Director, for a fee of \$1,500 per day, for a total contract price not
to exceed \$6,000, 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:

General Liability

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

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$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
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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. Policy Common Declarations and 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.

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

TOWN OF WAYLAND

Aquatic Vision, LLC

Louise L. E. Miller, Town Administrator

(Signature)

Date: _____

Date: _____

(Name & Title)

APPROVED AS TO FORM:

APPROVED AS PROJECT MANAGER:

KP Law, P.C., Town Counsel

Katherine Brenna, Recreation Director

Date: _____

Date: _____

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

Brian Keveny, Director of Finance

Date: _____

Appropriation No.: _____

Purchase Order No.: _____

**TOWN OF WAYLAND, MASSACHUSETTS
CONTRACT NO. 20-2027**

BITUMINOUS CONCRETE IN PLACE

THIS AGREEMENT made this 5th day of June in the year Two Thousand and Twenty, between **P. J. Keating Company**, a corporation duly organized under the laws of the State of Massachusetts, with a usual place of business at **998 Reservoir Road, Lunenburg, MA 01462**, 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 **Bituminous Concrete in Place** 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 consists of resurfacing of roads in Wayland that have previously undergone milling/scarification or pulverization and casting adjustments (by others) and all work incidental thereto, in strict accordance with the Specifications and conceptual plans incorporated herein by reference.

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 June 5, 2020 through March 9, 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 Policy Common Declarations and 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. 20-2027
BITUMINOUS CONCRETE IN PLACE

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)

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

CONTRACTOR: P. J. Keating Company

By _____ Date: _____

(Name)

(Title)

(Address)

(City and State)

(email address)

**CONTRACT AGREEMENT NO. 20-2027
BITUMINOUS CONCRETE IN PLACE**

Approved as Project Manager:

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

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
20-2027-0IFB

Bid of P J Keating Company (hereinafter called "Bidder")*

- a corporation, organized and existing under the laws of the state of Delaware
- 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 **Bituminous Concrete In Place**, 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 Department of Public Works (DPW) on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project before date specified. 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.

SECTION 00300
FORM OF GENERAL BID
20-2027-0IFB

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	1,800 Tons	Bituminous Concrete in Place - Leveling Course Per Ton in Words <u>Seventy-eight dollars and zero cents</u>	\$ 78.00	\$ 140,400.00
2	7,000 Tons	Bituminous Concrete in Place - Top Course Per Ton in Words <u>Seventy-eight dollars and zero cents</u>	\$ 78.00	\$ 546,000.00
3	4,000 Tons	Bituminous Concrete in Place - Binder Course Per Ton in Words <u>Seventy-one dollars and twenty-five cents</u>	\$ 71.25	\$ 285,000.00
4	10,000 Gallons	Tack Coat Per Gallon in Words <u>Zero dollars and one cent</u>	\$ 0.01	\$ 100.00
5	Allowance	Price Adjustment - Fuel Stated Allowance in Words <u>Two Thousand Dollars</u>	\$ 2,000.00	\$ 2,000.00
6	Allowance	Price Adjustment - Asphalt Stated Allowance in Words <u>Ten Thousand Dollars</u>	\$ 10,000.00	\$ 10,000.00

Item No	Estimated Quantity*	Item Description and Price in Words	Unit Prices Dollars/Cents in Figures	Total Item Amount Dollars/Cents in Figures
		YEAR 1 TOTAL	Nine hundred eighty-three thousand five hundred dollars and zero cents	<u>\$ 983,500.00</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	1,800 Tons	Bituminous Concrete in Place - Leveling Course Per Ton in Words <u>Eighty dollars and zero cents</u>	<u>\$ 80.00</u>	<u>\$ 144,000.00</u>
2	7,000 Tons	Bituminous Concrete in Place - Top Course Per Ton in Words <u>Eighty dollars and zero cents</u>	<u>\$ 80.00</u>	<u>\$ 560,000.00</u>
3	4,000 Tons	Bituminous Concrete in Place - Binder Course Per Ton in Words <u>Seventy-three dollars and zero cents</u>	<u>\$ 73.00</u>	<u>\$ 292,000.00</u>
4	10,000 Gallons	Tack Coat Per Gallon in Words <u>Zero dollars and one cent</u>	<u>\$ 0.01</u>	<u>\$ 100.00</u>
5	Allowance	Price Adjustment - Fuel Stated Allowance in Words <u>Two Thousand Dollars</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>
6	Allowance	Price Adjustment - Asphalt Stated Allowance in Words <u>Ten Thousand Dollars</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
		YEAR 2 TOTAL	One million eight thousand one hundred dollars and zero cents	<u>\$ 1,008,100.00</u>

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	1,800 Tons	Bituminous Concrete in Place - Leveling Course Per Ton in Words <u>Eighty-two dollars and zero cents</u>	<u>\$ 82.00</u>	<u>\$ 147,600.00</u>
2	7,000 Tons	Bituminous Concrete in Place – Top Course Per Ton in Words <u>Eighty-two dollars and zero cents</u>	<u>\$ 82.00</u>	<u>\$ 574,000.00</u>
3	4,000 Tons	Bituminous Concrete in Place – Binder Course Per Ton in Words <u>Seventy-five dollars and zero cents</u>	<u>\$ 75.00</u>	<u>\$ 300,000.00</u>
4	10,000 Gallons	Tack Coat Per Gallon in Words <u>Zero dollars and one cent</u>	<u>\$ 0.01</u>	<u>\$ 100.00</u>
5	Allowance	Price Adjustment – Fuel Stated Allowance in Words <u>Two Thousand Dollars</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>
6	Allowance	Price Adjustment – Asphalt Stated Allowance in Words <u>Ten Thousand Dollars</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
		YEAR 3 TOTAL	One million thirty-three thousand seven hundred dollars and zero cents	<u>\$ 1,033,700.00</u>

SECTION 00300
FORM OF GENERAL BID
20-2027-0IFB

Quantities are established based upon estimates of the extents of Bituminous Concrete In Place 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 6 (*for bid comparison*)

Three million twenty-five thousand three hundred dollars and zero cents Dollars
(IN WORDS)

\$ 3,025,300.00
(IN FIGURES)

SECTION 00300
FORM OF GENERAL BID
20-2027-01FB

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 fifty 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 95 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:

Please see attached corporate vote

(attach supplementary list if necessary)



Charles D. Baker, Governor
 Karyn E. Poliro, Lieutenant Governor
 Stephanie Pollock, Secretary & CEO
 Jonathan L. Gulliver, Highway Administrator



PJ KEATING COMPANY
 998 RESERVOIR RD
 LUNENBURG, MA 01462-1646

March 06, 2019
 Prequalification Certificate No K003-57

Dear Contractor:

In accordance with the Regulations Governing Prequalification of Contractors, as approved by the Massachusetts Department of Transportation Prequalification Committee, you are hereby notified that the following class(es) of work and Single Contract Limits (if applicable) have been assigned to you as of the date of this letter. If in the opinion of the Committee you failed to submit proper documentation or have not demonstrated the ability to perform all classes of work requested then you were denied Prequalification Status for that class(es) of work.

Qualified Class of Work	Limit Amount	Qualified Class of Work	Limit Amount
Highway - Construction	\$30,000,000.00	Pavement - Milling And Cold Planing	\$30,000,000.00
Pavement - Surfacing	\$30,000,000.00		

Bonding Capacity \$300,000,000.00 **Bond Single Limit** \$100,000,000.00 **Expiration Date** 3/31/2020

The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until March 31, 2020 unless previously modified or rescinded in accordance with the Regulations, or by law. In order to be continuously eligible to bid on projects to be undertaken for this Department, your next Prequalification Statement should be submitted at least 30 days prior to expiration of this Certificate. If there are any questions or concerns, contact the Prequalification Department at (857) 368-8660 or email to prequal.r109@state.ma.us.

Very truly yours,
 THE PREQUALIFICATION COMMITTEE

By: 
 Isidoro DeJesus Perez
 Director - Office of Construction Prequalification /
 Records & Procedures

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).

<u>Completion</u> <u>Date</u>	<u>Project</u> <u>Name</u>	<u>Contract</u> <u>Amount</u>	<u>Design</u> <u>Engineer</u>	<u>Reference Telephone</u> <u>Name No.</u>
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a. Please see attached reference list _____

b. _____

c. _____

d. _____

e. _____

f. _____



P.J. KEATING COMPANY

Asphalt and Crushed Stone
 998 Reservoir Road
 Lunenburg, Massachusetts 01462-0367
 Tel: (978) 582-5200 • Fax: (978) 582-7130

During the 2018 construction season we have worked for the following municipalities as use for P.J. Keating Company's reference list:

Abington, Town of	John Caine	Spring 2018 - Winter 2018	\$ 534,117.32	781-982-2115
Ashby, Town of	Steve Beauregard	Fall 2018 - Summer 2019	\$ 278,898.56	978-386-2424
Auburn, Town of	Bill Coyle	Fall 2018 - Summer 2019	\$ 380,892.76	508-832-7814
Bourne, Town of	George Sala	Summer 2018 - Spring 2019	\$ 326,826.66	508-759-0640
Bridgewater, Town of	Ron Ladue	Spring 2018 - Winter 2018	\$ 273,070.23	508-697-0931
E. Bridgewater, Town of	John Haines	Spring 2018 - Winter 2018	\$ 858,881.41	508-378-1620
W. Bridgewater, Town of	Shawn Anderson	Summer 2018 - Winter 2018	\$ 302,849.45	508-894-1216
Burlington, Town of	Steve Hildreth	Spring 2018 - Fall 2018	\$ 1,809,882.79	781-270-1643
Canton, Town of	William Walsh	Spring 2018 - Winter 2018	\$ 420,677.46	781-821-5023
Carver, Town of	John Woods	Fall 2018 - Summer 2019	\$ 273,320.34	339-832-3464
Clinton, Town of	Chris McGowen	Spring 2018 - Summer 2018	\$ 611,263.80	978-365-4110
Dartmouth, Town of	Paul Pacheco	Summer 2018 - Summer 2019	\$ 422,368.64	508-999-0744
Dighton, Town of	Tom Ferry	Fall 2018 - Winter 2018	\$ 348,634.26	774-218-5339
Easton, Town of	David Field	Spring 2018 - Winter 2018	\$ 366,681.06	508-230-0800
Fairhaven, Town of	John Charbonneau	Summer 2018 - Spring 2019	\$ 121,883.83	508-979-4030
Foxboro - Town of	Chris Gallagher	Spring 2018 - Winter 2018	\$ 370,074.38	508-543-1228
Franklin, Town of	John Bugbee	Spring 2018 - Fall 2018	\$ 560,082.50	508-553-4866
Gardner, City of	Dane Arnold	Spring 2018 - Summer 2018	\$ 310,864.09	978-632-7661
Grafton, Town of	Brian Szczurko	Spring 2018 - Spring 2019	\$ 1,233,666.77	508-839-5335
Hopkinton, Town of	John Westerling	Summer 2018 - Fall 2018	\$ 885,178.52	508-497-9740
Lowell, City of	Joseph Assenza	Spring 2018 - Winter 2018	\$ 765,976.16	978-674-4070
Lancaster, Town of	Kevin Bartlett	Fall 2018 - Summer 2019	\$ 148,150.90	978-375-7629
Lunenburg, Town of	Jack Rodriquenz	Summer 2018 - Summer 2019	\$ 598,503.13	978-582-4160
Mansfield, Town of	Mark Cook	Spring 2018 - Winter 2018	\$ 833,981.48	508-261-7335
Norfolk, Town of	Robert McGhee	Spring 2018 - Winter 2018	\$ 461,198.09	508-528-4990
Royalston, Town of	Keith Newton	Summer 2018 - Summer 2019	\$ 334,014.69	978-249-4223
Sandwich, Town of	Paul Tilton	Fall 2018 - Spring 2019	\$ 83,455.42	508-833-8002
Sharon, Town of	Eric Hooper	Spring 2018 - Winter 2018	\$ 1,012,230.45	781-784-1525
Somerset, Town of	Brian Martin	Summer 2018 - Summer 2019	\$ 942,765.16	508-646-2835
Spencer, Town of	Eben Butler	Summer 2018 - Fall 2018	\$ 727,625.38	508-847-3515
Wareham, Town of	Dave Menard	Spring 2018 - Summer 2018	\$ 752,323.93	508-291-3100
Wellesley, City of	Elizabeth Gildae	Summer 2018 - Winter 2018	\$ 863,715.59	781-235-7600
Worcester, City of	Christopher Gaglianstro	Summer 2018 - Fall 2018	\$ 2,541,808.66	978-674-4070

*amounts listed are for work completed in 2018 season
 not actual contracted values

The P.J. Keating Company has supplied over 3,458,966 tons of crushed stone products and over 1,335,396 tons of asphalt products in 2018. We are prequalified by the MDOT Highway Department for \$500,000,000 in bondable work.

We operate 7 mainline asphalt paving crews and 3 full size milling/cold planing crews and 2 full size highway and commercial grade crews. Additionally, we have numerous pieces of large and small support equipment.

Thank you for the opportunity to quote on your project.

Andy Brewer

VP of Construction/Assistant Secretary



An Oldcastle Company

SECTION 00300
FORM OF GENERAL BID
20-2027-0IFB

Bank reference Barbara Bell
(Name)

Bank of America
(Bank)

(Address)

(888) 715-1000 x 50548
(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.

SECTION 00300
FORM OF GENERAL BID
20-2027-0IFB

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

Date: 2/27/2020

Respectfully submitted.

By: 
(Signature)

P J Keating Company
(Type Name of Bidder)

Assistant Secretary
(Title)

998 Reservoir Road
(Business Address)

Lunenburg, MA 01462
(City and State)

978-582-5200
(Telephone Number)



CORPORATE VOTE

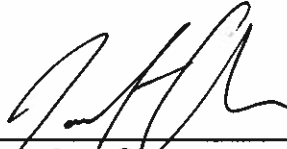
I, Jonathan Olson hereby certify that I am the duly elected President of P. J. Keating Company.

I hereby certify the following is a true copy of a vote taken at a special meeting of the board of Directors of the corporation, duly called, and held on April 12, 2019 at which a quorum of the board was present and voting.

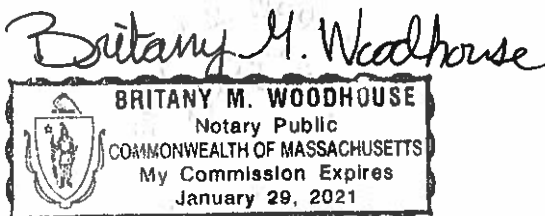
VOTED:

JONATHAN OLSON President, JOHN J. KEATING Vice President/Assistant Secretary, ROBERT W. BOBENHAUSEN Chief Financial Officer/Secretary, JAY REBELLO Treasurer, MICHAEL G. O'DRISCOLL Assistant Secretary, GARY P. HICKMAN Assistant Secretary, ERIC LUNDBERG Assistant Secretary, ANDY BREWER Assistant Secretary, PATRICIA ANN LENCKI Assistant Secretary, WILLIAM B. MILLER Assistant Secretary, DAVID M. TOOLAN Assistant Secretary, DAVID C. LEWIS Assistant Secretary, WILLIAM P. JONES Assistant Secretary, MICHAEL F. DEATON Assistant Secretary of said corporation, are hereby duly authorized and empowered to execute all documents necessary for submittals and further authorizing said representatives to execute any documents which may in their judgment be desirable or necessary to effect the purpose of this vote.

2/27/2020
Date



Jonathan Olson
President



P. J. Keating
998 Reservoir Road
Lunenburg, MA 01462

T +1 (978) 582 5200
F +1 (978) 582 7027

www.pjkeating.com

**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

2/27/2020

Date

Andy Brewer / Assistant Secretary

Print Name & Title of Signatory

P J Keating Company

Name of Contractor

Crandall, Seath

From: Crandall, Seath
Sent: Tuesday, May 5, 2020 9:57 AM
To: Mary Antes
Subject: Re: Consent Calendar Item

Thanks Mary. I will put the request on the consent starting May 11th for one week and will keep it on the calendar for all following meetings.

From: Mary Antes <mantes2@verizon.net>
Sent: Tuesday, May 5, 2020 9:49 AM
To: Crandall, Seath <scrandall@wayland.ma.us>
Subject: RE: Consent Calendar Item

[**NOTICE:** This message originated outside of the **Town of Wayland Email System -- DO NOT CLICK on links or open attachments** unless you are sure the content is safe.]

ASAP. Since this a once in ten year event and full participation is extremely important, and the request has to be made weekly, can the request be on every consent calendar until, say, September?

Thanks,

Mary

From: Crandall, Seath [mailto:scrandall@wayland.ma.us]
Sent: Tuesday, May 5, 2020 8:55 AM
To: Mary Antes
Cc: Karlson, Cherry
Subject: Re: Consent Calendar Item

Hi Mary,

I got confirmation that requests are only for 1 week increments but you can continue to repeat your requests. Which week do you wish to start?

best,

Seath

From: Mary Antes <mantes2@verizon.net>
Sent: Tuesday, May 5, 2020 8:46 AM
To: Crandall, Seath <scrandall@wayland.ma.us>
Subject: RE: Consent Calendar Item

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I'm thinking ongoing because the census is ongoing. The Concord League I considering a second and better sign to replace these at some point.

Mary

From: Crandall, Seath [mailto:scrandall@wayland.ma.us]
Sent: Tuesday, May 5, 2020 8:20 AM
To: Mary Antes
Subject: RE: Consent Calendar Item

Hi Mary,

Thank you for your request. What dates are you thinking of having the signs up? We usually only allow residents to have them up in 1 week increments but I am asking some clarification on that.

I'll be sure to add it to the calendar once you get me the dates.

Best

Seath Crandall (He/Him/His)
Management Analyst
Town of Wayland
41 Cochituate Road
Wayland, MA 01778
Phone: 508-358-3621

From: Mary Antes <mantes2@verizon.net>
Sent: Monday, May 4, 2020 7:28 PM
To: Crandall, Seath <scrandall@wayland.ma.us>
Subject: Consent Calendar Item

[NOTICE: This message originated outside of the **Town of Wayland Email System -- DO NOT CLICK on links or open attachments** unless you are sure the content is safe.]

Hi Seath,

Cherry asked me to forward this request to you for the consent calendar for Friday's meeting. I am requesting permission to put up lawn signs urging people to complete the 2020Census at three of the town's four sign locations: Five Paths, Station 2, and across from Coach Grill. I have received permission from Chief Swanick to place one at the public safety building and from Tom Holder to put one on the island at Waltham Road. I have not yet heard from Allyson Mizoguchi about placing a sign at the high school.

Thanks,

Mary

From: Mary Antes [mailto:mantes2@verizon.net]
Sent: Wednesday, April 22, 2020 6:21 PM
To: Karlson, Cherry (ckarlson@wayland.ma.us)
Subject: FW: Consent Calendar Item

From: Mary Antes [<mailto:mantes2@verizon.net>]

Sent: Tuesday, April 7, 2020 10:54 AM

To: Miller, Louise (lmiller@wayland.ma.us)

Subject: Consent Calendar Item

Hi Louise,

The League of Women Voters of Concord-Carlisle's Complete Count Committee has asked the Wayland League to put up lawn signs on major roads urging people to complete the census. I have six signs that I would like to place at the following locations: at the town sign locations at Five Paths, Station 2, and across from Coach Grill, at the Public Safety Building (in place of the sign board at the Town Center), on the island at Waltham Road and Concord Road, and at the high school. Cherry thought this could be a consent calendar item.

Thanks very much.

Mary

BOARD OF SELECTMEN
Friday, June 5, 2020
11:00 a.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road, Wayland, MA

CORRESPONDENCE

1. Correspondence from Greg Franks, Senior Manager for Xfinity Comcast to Board of Selectmen dated May 29, 2020 re: Notice of discontinuance of certain packages for new subscriptions.
2. Correspondence from Barbara Dulong, Wayland resident to Board of Selectmen dated June 1, 2020 re: letter regarding 5G risk, and local legislative solutions.