

Town of Wenham  
BOARD OF SELECTMEN  
**AGENDA**

Tuesday April 2<sup>nd</sup>  
5:30 PM

Wenham Town Hall – 138 Main Street

Notice of public meeting as required by M.G.L. Chpt.30A §18-25

All audience members wishing to address the Board of Selectmen must go to the podium microphone and give their name & address.

5:30 P.M.

**WELCOME:** Call to order

Executive Session #3 under M.G.L. Ch. 30A, § 21 – To discuss strategy with respect to collective bargaining or litigation if the chair declares that an open meeting may have a detrimental effect on the bargaining or litigation position of the Town.

- Library Director
- DPW Director
- Fire Captain
- Maple Woods

6:30 P.M.

**PUBLIC INPUT: ITEMS NOT ON THE AGENDA**

**ANNOUNCEMENTS**

JW

1. Solicit Letters of Interest for Town Administrator Screening Committee
2. WVIS Luncheon – Saturday, April 6, 2019 at 12:00pm, Buker Elementary Multi-Purpose Room
3. Annual Town Meeting – Saturday, April 6, 2019 at 1:00pm, Buker Elementary Perkins Auditorium
4. Kids Annual Town Meeting by the HWRHS National Honor Society – Saturday, April 6, 2019, 12:45pm – 4:00pm, Recreation Center
5. Candidates' Night – Wednesday, April 3, 2019 at 7:00pm, Buker Elementary Multi-Purpose Room
6. Annual Town Elections – Thursday, April 11, 2019, 7:00am – 8:00pm, Town Hall
7. Property Exclusion from Mosquito Spraying

6:40 P.M.

**REPORTS**

TOWN ADMINISTRATOR – Update  
CHAIRMAN  
SELECTMEN

6:50 P.M.

**CONSENT AGENDA**

JC

- A. One Day Liquor License Request – Kathleen Feldman, Wenham Museum Attic Treasures, First Dibs Shop 'n Sip, Friday, April 26, 2019, 6:00pm – 8:00pm

6:55 P.M.

**NEW BUSINESS**

- B. Appointments (10 minutes) JW
  - Cemetery Commission: Harriet Davis
  - Inspector of Buildings: Brian Leathe
  - Local Inspector: Richard Maloney
- C. Review and Potential Approval of Employment Agreements with Library Director and DPW Director (5 minutes) JW
- D. Review and Potential Approval of Affordable Housing Trust Loan Agreement with Habitat for Humanity North Shore for 40 Hull Street Project (10 minutes) CH
- E. Status Update on Main Street Traffic Project (10 minutes) JW
- F. Discussion of Impact of Amended Hamilton-Wenham Regional School District FY20 Budget on Town Meeting Warrant Article and Related Ballot Question (10 minutes) CH
- G. Other matters, as may not have been reasonably anticipated by the Chair (Discussion Only) CH

7:40 P.M.

**OLD BUSINESS**

- H. Potential Approval of New North Shore Regional Emergency Communications Center Intermunicipal Agreement with State 911 (10 minutes) JC
- I. Potential Approval of Common Victualler License for The Bagel Shop – Hamilton-Wenham (5 minutes) JC
- J. Review and Potential Approval of First Church Community Preservation Act Grant Agreement (10 minutes) JW
- K. Status Update on Selection of Consulting Firms for Town Administrator Recruitment (15 minutes) CH
- L. Maple Woods Senior Affordable Housing Project Update (5 minutes) CH

8:25 P.M.

**ANTICIPATED ADJOURNMENT**

# Board of Selectmen Meeting Announcements – April 2, 2019

*Jack Wilhelm*

## **Solicit Letters of Interest for Town Administrator Screening Committee**

The Board of Selectmen is looking for up to 7 town residents who would like to participate on a Town Administrator Screening Committee. This group will be responsible for matching candidates to criteria set by the selectmen and townspeople—with a goal of recommending the finalists who will be interviewed for selection by the Board of Selectmen.

If you or someone you know is interested, please send a letter of interest to [nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov) on or before April 22, 2019. The commitment for this committee will likely include attending a few evening meetings lasting 1-2 hours and one Saturday meeting lasting approximately 7-8 hours. These meetings will likely be held in May or June.

## **Warrant Hearing**

The Warrant Hearing for our Annual Town Meeting will be held in the Bessie Buker Elementary Multipurpose Room on Monday April 1<sup>st</sup> at 7:00pm.

## **Annual Town Meeting**

Our Annual Town Meeting will be held Saturday April 6<sup>th</sup> at 1:00pm in the Perkins Auditorium. Check-in with the Board of Registrars will begin at 12:00pm, so come early for check-in and join the Wenham Village Improvement Society for their annual Town Luncheon in the Multi-Purpose Room.

New this year.... Seat cushions will be available to rent during Town Meeting for a donation to the Albert E. Dodge Memorial Tree Fund established to support planting of new trees throughout Wenham.

## **Kids Town Meeting**

The Hamilton-Wenham Regional High School National Honor Society is offering a Kids Town Meeting with crafts, games and movie at the Recreation Center from 1:00 – 4:00pm with check-in beginning at 12:45pm. Visit the Town website for a sign up link.

## **Candidates' Night by the League of Women Voters**

Come to Candidates Night presented by the League of Women Voters of Hamilton-Wenham on Wednesday, April 3<sup>rd</sup> from 7:00 – 9:00pm at Buker Elementary School in the Multi-Purpose Room.

## **Annual Town Elections**

Our Annual Town Elections will be held at Town Hall on Thursday, April 11<sup>th</sup> from 7:00am to 8:00pm. Absentee ballots are available in the Clerk's Office until noon on Wednesday, April 10<sup>th</sup>.

## **Property Exclusion from Mosquito Spraying:**

As good weather quickly approaches, the Board of Health would like to remind residents of the procedure for excluding their property from mosquito spraying. Residents who wish to be **excluded** if a spraying were to occur **must request to be excluded every year**. Residents can submit the form online or mail the exclusion form into the state **on a rolling basis. Requests will go into effect fourteen (14) days after the exclusion request is received.** More information can be found on the Board of Health website on the Mosquito Information page, by emailing [permitting@wenhamma.gov](mailto:permitting@wenhamma.gov) or by calling 978-468-5520 ext. 4.

Visit the Town website for more information on these and other news items.

# TOWN OF WENHAM EVENTS



**WARRANT HEARING - MONDAY  
APRIL 1, 2019 @7PM  
BUKER**

**WVIS TOWN LUNCH - SATURDAY  
APRIL 6, 2019 @12PM  
BUKER**

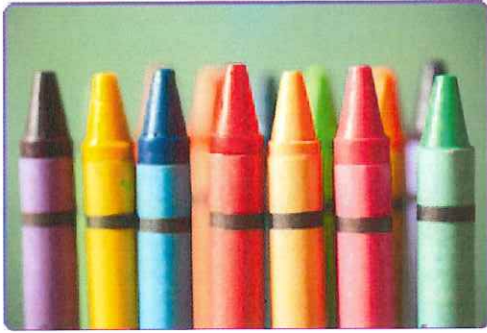
**TOWN MEETING - SATURDAY  
APRIL 6, 2019 @1PM  
BUKER**

**TOWN ELECTION - THURSDAY  
APRIL 11, 2019 @7AM-8PM  
TOWN HALL**

**ABSENTEE VOTING WILL BE AVAILABLE FOR THE TOWN ELECTION  
CONTACT THE CLERK - [DBUCCO@WENHAMMA.GOV](mailto:DBUCCO@WENHAMMA.GOV)**

**ABSENTEE VOTING IS NOT AVAILABLE FOR TOWN MEETING**

Sign Up Genius link available at wenhamma.gov.



HWRHS National Honors Society

## April 6th Kids' Town Meeting

April 6 at the Rec Center in Hamilton

9:00 am - 12:00 pm : Hamilton Children

1:00 pm - 4:00 pm : Wenham Children

Leave your children at the Hamilton Rec Center during the April 6th town meeting for crafts, sports, and a movie!

**\$10 per child**

Water and goldfish crackers provided for a snack.

Signing up below will reserve a spot for your child!

**Date:** 04/06/2019 (Sat.)

**Location:** Hamilton Rec Center

**Created** BC Brendan  
**by:** Callahan 

Already signed up? You can  
**change your sign up.**

**Submit and Sign Up**



LEAGUE OF WOMEN VOTERS®  
OF HAMILTON-WENHAM  
*PRESENTS*

## Upcoming Events

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# Candidates Night

Wednesday, April 3, 2019

7-9 p.m.

Buker Elementary School

Meet the candidates for office before voting in Hamilton and Wenham Town  
Elections (Thursday April 11th)

Contact Lindsay Schnabel for more information ([Lindsay.Schnabel@gmail.com](mailto:Lindsay.Schnabel@gmail.com))

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**Interested in joining the League?**

Talk to a member or contact us at [LeagueHW@gmail.com](mailto:LeagueHW@gmail.com)

Visit us at [Facebook.com/LWVofHamiltonWenham](https://www.facebook.com/LWVofHamiltonWenham) for more information.

## **Property Exclusion from Mosquito Spraying**

As good weather quickly approaches, the Board of Health would like to remind residents of the procedure for excluding their property from mosquito spraying.

Mosquito spraying only can occur by a vote of the Board of Health. The Board of Health would be notified by the Northeast Mosquito Control Board if any mosquitoes collected and tested in the region had a positive result for any sort of mosquito carried disease. While this occurs infrequently in Wenham, it has occurred before. Residents who wish to be **excluded** if a spraying were to occur **must request to be excluded every year**. Residents can submit the form online or mail the exclusion form into the state **on a rolling basis. Requests will go into effect fourteen (14) days after the exclusion request is received**. This service is a part of a state program and also provides the town with mosquito testing, catch basin treatment, and public information services regarding mosquitos. The Northeast Control Board has multiple collection locations in Wenham and the region that are frequently tested for disease. More information can be found on the Board of Health website on the Mosquito Information page, by emailing [permitting@wenhamma.gov](mailto:permitting@wenhamma.gov) or by calling 978-468-5520 ext. 4.

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**CONSENT AGENDA  
DRAFT MOTION**

I move to approve all items in the Consent Agenda as presented.

JC



**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**CONSENT AGENDA**

**A.**

**One Day Liquor License Request  
Wenham Museum  
Attic Treasures First Dibs Shop 'n Sip  
132 Main Street  
Friday, April 26, 2019  
6:00pm – 8:00pm**

- One Day Liquor License Application
- Event Flyer
- Certificate of Insurance
- Tips Certification
- Check for \$50
- Email recommendation from Tom Perkins, Chief, March 29, 2019
- Email recommendation from Jeff Baxter, WFD Captain, March 29, 2019
- Email recommendation from Jackie Bresnahan, Permitting Coordinator & Special Projects Manager, March 29, 2019



**Town of Wenham**  
Board of Selectmen

**Application for Special License  
(One Day) Liquor License**

Please note applications for a Special Liquor License must be received by the Board of Selectmen at least **30 calendar days** prior to your function. This application may **not** be used for wine tasting events.

<b>Event Title:</b>	Attic Treasures
<b>Date of Event:</b>	Friday, April 26, 2019
<b>Start Time:</b>	6
<b>Expected End Time:</b>	8pm
<b>Address of Event:</b>	132 Main Street
<b># of People Expected to Attend:</b>	50
<b>Open to Public or Private Event?</b>	Public
<b>Type of Event?</b> <i>(fundraiser, party, golf tournament, etc.)</i>	Fundraiser
<b>Event Location Description:</b> <i>(private home, public area, function hall, etc.)</i>	The Wenham Museum
<b>Indoor or Outdoor Event?</b>	Indoor
<b>Bar or Liquor Service Vehicles?</b>	No
<b>Contact Name:</b>	Kathleen Feldman
<b>Company/Organization Name:</b>	The Wenham Museum
<b>Phone Number:</b>	978-468-2377 x 128
<b>Email Address:</b>	<u>Kathleen.feldman@wenhammuseum.org</u>

**Requesting a License for Sale of:**

- All Alcoholic Beverages (non-profits only) \$50       Malt and Wine (for profit companies) \$100

**The Licensed Activity or Enterprise is:**

- Non-Profit (May sell all forms of liquor)       For Profit (May sell wines and malt beverages only)

Is the license for a dining hall maintained by an incorporated educational institution authorized to grant degrees? NO  
Please inform the Wenham Police Department of your function if your expected attendees will exceed 75 guests at least one week prior to your event, as a police detail may be required. All outdoor events will require a designated area for liquor consumption and a police detail if open to the general public regardless of the number of attendees.

Please include a check with your application made payable to the "Town of Wenham" for the designated license fee (\$50 non-profits / \$100 all others).

\_\_\_\_\_  
Signature

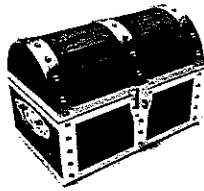
3/28/19  
\_\_\_\_\_  
Date

Kathleen Feldman  
\_\_\_\_\_  
Print Name

## CALL FOR DONATIONS

To Donate Call Cheryl Emmons, Trustee at (978) 853-0711

## ATTIC TREASURES SALE



VINTAGE ✻ BOUTIQUE ✻ FINDS

SAVE THE DATE!

## SALE DATES & TIMES

Friday, April 26, 2019 | First Dibs Shop & Sip, \$10, 6 - 8 p.m.

Saturday & Sunday, April 27-28, 2019 | 10 a.m. - 4 p.m.

Free Admission to Sale on Saturday & Sunday



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Leslie Ray Insurance Agency, Inc 129 Dodge Street  Beverly MA 01915		<b>CONTACT NAME:</b> Lauren Goldman <b>PHONE (A/C, No, Ext):</b> (978) 927-2600 <b>E-MAIL ADDRESS:</b> laureng@leslieray.com <b>FAX (A/C, No):</b> (978) 927-8938	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hanover Insurance Company	
		<b>INSURER B:</b> Norfolk & Dedham Mutual Fire Ins Co	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 18-19 Term w/Updated WC                      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ZBN9302014	08/21/2018	08/21/2019	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							Abuse & Molestation	\$ 1,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			UHN9313210	08/21/2018	08/21/2019	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WE144973A	10/30/2018	10/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A					E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Attic Treasures Shop & Sip 4/26/19

**CERTIFICATE HOLDER****CANCELLATION**

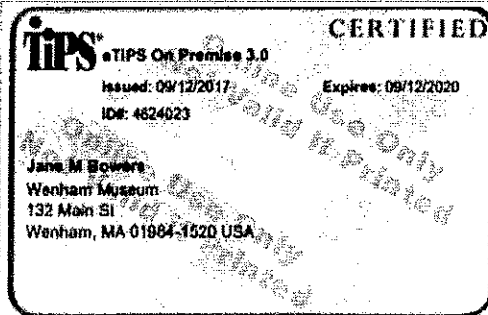
Town of Wenham 138 Main Street  Wenham MA 01984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

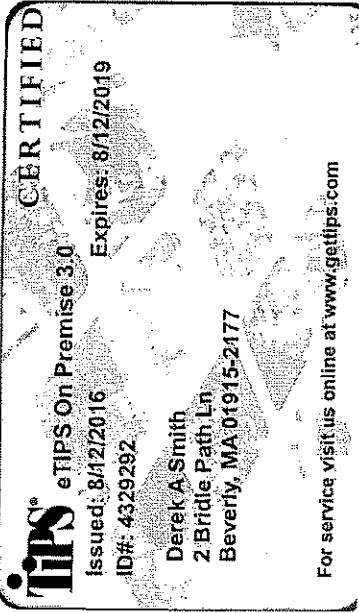
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Tap or click the card to verify it

BACK

PARTICIPANT CARD





**CERTIFIED**

**TIPS**<sup>®</sup> eTIPS On Premise 3.0

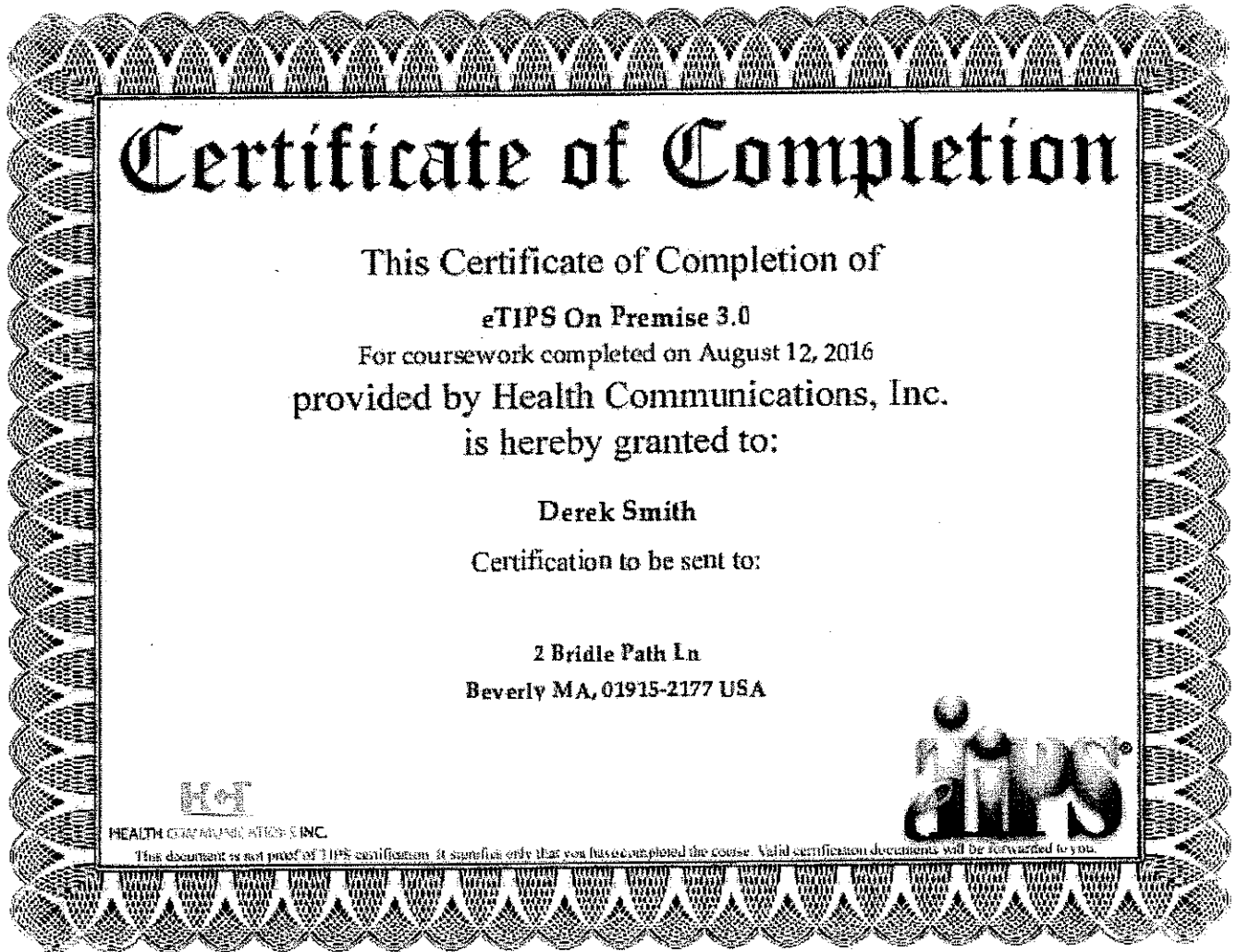
Issued: 8/12/2016 Expires: 8/12/2019  
ID#: 4329292

Derek A Smith  
2 Bridle Path Ln  
Beverly, MA 01915-2177

For service visit us online at [www.gettips.com](http://www.gettips.com)

Print Main Menu

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4329292  
08/12/2019

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Wenham Museum  
132 Main Street  
Wenham, MA 01984  
978-468-2377

Salem Five Cents Savings Bank  
53-7055/2113

6854

03/28/2019

PAY TO THE ORDER OF Town of Wenham

\$\*\*50.00

Fifty and 00/100\*\*\*\*\*

DOLLARS

PROTECTED AGAINST FRAUD



Town of Wenham  
Town Hall  
138 Main Street  
Wenham,  
Wenham, MA 01984



MEMO

*Burtis Z. Non*



Details on Back Intuit® CheckLock™ Secure Check

03/28/2019

Town of Wenham

6854

50.00

11111 Cash:Operating:Cash - Salem 5

50.00



## Nicole Roebuck

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**From:** Tom Perkins  
**Sent:** Friday, March 29, 2019 10:22 AM  
**To:** Nicole Roebuck; Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter; Jacqueline Bresnahan  
**Subject:** RE: One Day Liquor License Request - Wenham Museum Attic Treasures 04.26.19

No issues from PD

Thomas C. Perkins, Chief of Police  
Wenham Police Department  
1 Friend Court, P.O. Box 536  
Wenham, MA 01984

978-468-5500 Extension 220

### CONFIDENTIALITY:

The information contained files in this electronic mail message and any electronic files attached to it may be confidential information and may also be subject of legal professional privilege and or public interest immunity. If you are not the intended recipient you are required to delete it. Any use, disclosure or copying of this message and any attachments is unauthorized. If you have received this electronic message in error, please inform the sender. This footnote also confirms that this email message has been checked for the presence of computer viruses.

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**From:** Nicole Roebuck  
**Sent:** Friday, March 29, 2019 8:31 AM  
**To:** Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter; Jacqueline Bresnahan  
**Subject:** One Day Liquor License Request - Wenham Museum Attic Treasures 04.26.19

Please see the attached request from the Wenham Museum for a One Day Liquor License for the Attic Treasures First Dibs Shop n Sip on Friday, April 26, 2019 from 6:00pm – 8:00pm. Please reply with you recommendation to the BOS ASAP. We just received this request yesterday afternoon, and this item will have to be on their Consent Agenda next Tuesday, April 2<sup>nd</sup>.

Thank you,  
Nicci

**Nicci Roebuck**  
*Executive Assistant*  
*Town Administrator's Office*

**Town of Wenham**  
138 Main Street, Wenham, MA 01984  
978-468-5520 x2

## Nicole Roebuck

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**From:** Jeff Baxter  
**Sent:** Friday, March 29, 2019 9:17 AM  
**To:** Jacqueline Bresnahan  
**Cc:** Nicole Roebuck; Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh  
**Subject:** Re: One Day Liquor License Request - Wenham Museum Attic Treasures 04.26.19

Hello  
They are all set from fire.

Jeffrey Baxter  
Captain  
Wenham Fire Department

Sent from my iPhone please excuse briefness or errors.

On Mar 29, 2019, at 09:06, Jacqueline Bresnahan <[JBresnahan@wenhamma.gov](mailto:JBresnahan@wenhamma.gov)> wrote:

All set with Building.  
Thanks,  
Jackie

**Jackie Bresnahan**  
**Permitting Coordinator and Special Projects Manager**  
**Town of Wenham**  
**138 Main Street – (978)468-5520 x. 4**  
**[permitting@wenhamma.gov](mailto:permitting@wenhamma.gov)**

---

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Thank you,  
Nicci

**Nicci Roebuck**  
*Executive Assistant*  
*Town Administrator's Office*

**Town of Wenham**  
138 Main Street, Wenham, MA 01984  
978-468-5520 x2

## Nicole Roebuck

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**From:** Jacqueline Bresnahan  
**Sent:** Friday, March 29, 2019 9:07 AM  
**To:** Nicole Roebuck; Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter  
**Subject:** RE: One Day Liquor License Request - Wenham Museum Attic Treasures 04.26.19

All set with Building.  
Thanks,  
Jackie

**Jackie Bresnahan**  
Permitting Coordinator and Special Projects Manager  
Town of Wenham  
138 Main Street – (978)468-5520 x. 4  
[permitting@wenhamma.gov](mailto:permitting@wenhamma.gov)

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Thank you,  
Nicci

**Nicci Roebuck**  
*Executive Assistant*  
*Town Administrator's Office*

**Town of Wenham**  
138 Main Street, Wenham, MA 01984  
978-468-5520 x2

# BOARD OF SELECTMEN MEETING

*April 2, 2019*

## NEW BUSINESS

### B.

#### Appointments

*(10 minutes)*

- **Cemetery Commission:** Harriet P. Davis
  - Draft Motion
  - Email regarding appointment from Harriet Davis, February 27, 2019
  
- **Inspector of Buildings:** Brian M. Leathe
  - Draft Motion
  - M.G.L. c. 143, s.3 Inspector of Buildings or Building Commissioner, Local Inspectors; Employment and Designation; Qualifications; City or Town Without Local Inspectors
  
- **Local Inspector:** Richard P. Maloney
  - Draft Motion
  - Resume for Richard P. Maloney

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**DRAFT MOTION**  
Cemetery Commission

- Vote: I move to appoint Harriet P. Davis to the Cemetery Commission for a term beginning April 12, 2019 and ending June 30, 2022.

Seconded / Discussion/ Vote

## Peter Lombardi

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**From:** Harriet Davis <Hpddavis@aol.com>  
**Sent:** Wednesday, February 27, 2019 2:42 PM  
**To:** Peter Lombardi  
**Cc:** Gary Cheeseman; Dana  
**Subject:** Cemetery appointment

Peter,

At today's Cemetery Commission meeting, Gary and Dana asked me to ask to be appointed as my elected term runs out soon. So I am so doing now.

Harriet

Harriet Davis  
(978) 468-4804

Sent from my old iPhone

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**DRAFT MOTION**

**Building Inspector Appointment**

- Vote: I move the Board of Selectmen jointly appoint Brian M. Leathe as Building Inspector for a term expiring March 31, 2020.

Seconded / Discussion/ Vote

**Part I** ADMINISTRATION OF THE GOVERNMENT

**Title XX** PUBLIC SAFETY AND GOOD ORDER

**Chapter 143** INSPECTION AND REGULATION OF, AND LICENSES FOR,  
BUILDINGS, ELEVATORS AND CINEMATOGRAPHS

**Section 3** INSPECTOR OF BUILDINGS OR BUILDING  
COMMISSIONER; LOCAL INSPECTORS; EMPLOYMENT  
AND DESIGNATION; QUALIFICATIONS; CITY OR TOWN  
WITHOUT LOCAL INSPECTORS

Section 3. The chief administrative officer of each city or town shall employ and designate an inspector of buildings or building commissioner as well as such other local inspectors as are reasonably necessary to assist the inspector of buildings or building commissioner to administer and enforce the state building code as well as section thirteen A of chapter twenty-two and the rules and regulations made under the authority thereof. The building commissioner or inspector of buildings shall be the administrative chief in a city or town responsible for administering and enforcing the state building code as well as section thirteen A of chapter twenty-two and the rules and regulations made under the authority thereof. Any additional persons employed by a city



or town to assist the building commissioner or inspector of buildings in the performance of his duties shall be called local inspectors. The local inspector shall also be responsible for enforcing the state building code as well as section thirteen A of chapter twenty-two and the rules and regulations made under the authority thereof. The inspector of buildings or building commissioner shall report directly and be solely responsible to the person or public body that appointed him. Two or more cities or towns may combine and share expenses in the appointment of any building commissioner or inspector of buildings and local inspectors. If the board of selectmen of two or more towns so vote, such towns may enter into an agreement with the county commissioners of the county wherein such towns are located relative to the appointment and compensation of a building commissioner or inspector of buildings and local inspectors. The county commissioners shall apportion the budget approved for the building commissioner or inspector of buildings and local inspectors in accordance with said agreement. Said apportionment shall forthwith be certified by said commissioners to the board of selectmen of each member town and the amounts so certified shall be appropriated and paid to the county treasurer in accordance with provisions of said agreement.

Each inspector of buildings or building commissioner shall have had at least five years of experience in the supervision of building construction or design or in the alternative a four year undergraduate degree in a field related to building construction or

design or any combination of education and experience which would confer equivalent knowledge and ability, as determined by the board. In addition, such person shall have had a general knowledge of the quality and strength of building materials; a general knowledge of the accepted requirements for building construction, fire prevention, light, ventilation, safe exits and the requirements of section thirteen A of chapter twenty-two and the rules and regulations promulgated pursuant thereto pertaining to accessible design standards; and a general knowledge of other equipment and materials essential for safety, comfort, and convenience of the occupants of a building or structure.

Each local inspector shall have had at least five years of experience in the supervision of building construction or design or in the alternative a two year associate degree in a field related to building construction or design or any combination of education and experience which would confer equivalent knowledge and ability, as determined by the board. In addition, such persons shall have a general knowledge of the quality and strength of building materials; a general knowledge of the accepted requirements for building construction, fire prevention, light, ventilation and safe exits; and a general knowledge of other equipment and materials essential for safety, comfort, and convenience of the occupants of a building or structure, and the energy requirements imposed by clause (p) of section 94.

In the event that a city or town shall be without a local inspector, the board may, with the approval of the commissioner, direct an inspector to temporarily fulfill the duties of the local inspector for a period not to exceed thirty days. In such an event the inspector shall have all the powers of a local inspector. Each city or town shall reimburse the commonwealth for the actual cost of such services provided.

The clerk of each city and town shall annually, not later than April first, transmit to the board in writing the name and official address of each inspector of buildings or building commissioner and each local inspector in such city or town.

Every inspector of buildings, building commissioner or local inspector shall be certified by the board of building regulations and standards in accordance with regulations promulgated by said board.

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**DRAFT MOTION**

**Local Inspector Appointment**

- Vote: I move to appoint Richard P. Maloney as Local Inspector for a term beginning April 2, 2019 and ending March 31, 2020.

Seconded / Discussion/ Vote

## Richard P. Maloney



**Education:** B.S. Civil Engineering, Merrimack College

Danvers High School

**Employment History:**

Town of Danvers	
Manager of Code Administration	2006 - present
Local Building Inspector	1999 - 2006
Sealer of Weights & Measures	1999 - present
Clerk of the Works, Danvers Senior Center	1999
Clerk of the Works, Exterior Library Renovation	2000
North Shore Community College	2008 – 2012
Adjunct Faculty (builder's license course)	
Gustafson Construction Co., Wakefield, MA	1993 – 1999
Project Superintendent	
Martins Construction Co., Danvers, MA.	1987 - 1993
Project Superintendent	
He – Matt Foundations, S. Hamilton MA	1985 – 1987
Site Foreman	
Woods Construction, Juneau, AK	1983 – 1985
Carpenter	
Perini Power Construction, Seabrook Station N.H.	1980 – 1983
Carpenter	

**Professional:** Massachusetts Certified Building Commissioner

**Licenses &** ICC Certified Building Official CBO

**Certification** Massachusetts Certified Sealer of Weights & Measures

**Professional:** I.C.C. Government Voting Member

**Organizations** Massachusetts Building Commissioners and Inspectors

Association MBCIA

New England Building Officials Education Association

NEBOEA (Board Member 2014- present)

Massachusetts Weights & Measures Association MWMA

Eastern Massachusetts Weights & Measures Association EMWMA

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**NEW BUSINESS**

**C.**

**Review and Potential Approval of Employment  
Agreements with Library Director and DPW Director**

*(5 minutes)*

- **Library Director**
  - Draft Motion
  - Draft Memorandum of Agreement between the Library Trustees and Kimberly Butler, April 29, 2019-June 30, 2022
  
- **DPW Director**
  - Draft Motion
  - Draft Memorandum of Agreement between the Town of Wenham and Bill Tyack, DPW Director, July 1, 2019-June 30, 2022

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**DRAFT MOTION**  
Library Director Contract

- Vote: I move to approve an employment agreement with Kimberly Butler to serve as the Library Director for a 3 year term commencing April 29, 2019, an initial probationary period through December 31, 2019, and at a starting annual salary of \$76,840.40 for FY19.

Seconded / Discussion/ Vote

## MEMORANDUM OF AGREEMENT

Agreement made as of \_\_\_\_\_, 2019 between the Library Trustees ("Town") and Ms. Kimberly Butler.

Whereas, the Town seeks to secure the services of Ms. Butler as Director of the Hamilton-Wenham Public Library under the terms set forth below, and Ms. Butler wishes to accept the position under such terms;

THEREFORE, the Town and Ms. Butler agree as follows:

### I. TERM

Employment under this Agreement commences April 29, 2019 and shall terminate on June 30, 2022. During this period, Ms. Butler will be evaluated each year, beginning in December 2019, as outlined in Section VII. In December 2019, if the Library Trustees determines that Ms. Butler is not performing at a satisfactory level, she will be notified in writing by December 31, 2019 that this Agreement will terminate on June 30, 2020. If the Library Trustees determine that Ms. Butler's performance is satisfactory in December 2019, she will be notified in writing that the initial probation period has ceased and the Agreement will continue to remain in effect until June 30, 2022. Thereafter, this Agreement shall continue to remain in effect until either party notifies the other, in writing, of its intent to terminate the Agreement. Termination of this Agreement will occur thirty (30) days after such notice is sent.

Notwithstanding the above, the Town may terminate this Agreement, at any time, for cause. For the purpose of this Agreement, 'cause' shall mean any lawful reason as determined by the Town in its sole discretion. Ms. Butler may terminate this agreement at any time by giving sixty (60) days written notice to the Town of her resignation.

### II. DUTIES AND RESPONSIBILITIES

- A. During the term of this agreement, Ms. Butler will serve as Director of the Library. In this position, Ms. Butler will be in charge of day-to-day operations for the Library, subject to direction by the Library's Board of Trustees. A job description has been placed in the personnel file, outlining the full responsibilities of the Library Director.
- B. Ms. Butler shall diligently, faithfully, and competently perform the above duties and responsibilities, as well as responsibilities required or imposed upon her in accordance with the laws and regulations of the Commonwealth; Town policies; Directives of the Board of Trustees; and the provisions of this Agreement.

### III. HOURS OF WORK

Ms. Butler agrees to devote the amount of time and energy which is necessary for her to properly and faithfully perform the duties as Library Director as set forth above and Ms. Butler shall not work fewer than Thirty-five (35) hours per week. Ms. Butler recognizes that the proper performance of her duties and responsibilities under the Agreement will require her to devote time outside of prescribed or regularly scheduled office hours



without additional compensation. Time spent at evening meetings, or hearings may be counted toward her Thirty-five (35) working hours.

#### **IV. COMPENSATION**

In consideration of Ms. Butler's faithful, diligent and competent performance of her duties as provided in this Agreement, the Town shall pay Ms. Butler as follows:

FY19 - For the period of April 29, 2019 – June 30, 2019 at an annual rate of \$76,840.40 (Grade Q Step 2).

FY20 - For the period of July 1, 2019 – June 30, 2020 at an annual rate of \$78,387.40; plus (i) any additional increase that the Board of Selectmen in consultation with the Library Trustees, in its sole discretion, may agree to provide based on the results of the annual performance evaluation process; plus (ii) a placement to Grade Q Step 3 as of April 29, 2020.

FY21 - For the period of July 1, 2020 – June 30 2021 at an annual rate equal to that established in the previous fiscal year and increased by (i) any across-the-board cost of living increase approved by the town and made applicable to Town employees generally as of July 1, 2020; plus (ii) a placement to Grade Q Step 4 as of April 29, 2021; plus (iii) any additional increase that the Board of Selectmen in consultation with the Library Trustees, in its sole discretion, may agree to provide based on the results of the annual performance evaluation process.

FY22 - For the period of July 1, 2021 – June 30, 2022 at an annual rate equal to that established in the previous fiscal year and increased by (i) any across-the-board cost of living increase approved by the town and made applicable to Town employees generally as of July 1, 2021; plus (ii) a placement to Grade Q Step 5 as of April 29, 2022; plus (iii) any additional increase that the Board of Selectmen in consultation with the Library Trustees, in its sole discretion, may agree to provide based on the results of the annual performance evaluation process.

#### **V. BENEFITS**

Ms. Butler shall accrue one and one quarter (1¼) days of paid sick leave for each month of service with the Town. Sick leave may be accumulated to a maximum of one-hundred eighty (180 days), with any sick leave used to be deducted from the accumulated total. Sick leave may only be used for personal health, illnesses, and injuries; not for the care of family members. In addition, employees may use up to five (5) days/year for the care of immediate family members. Sick leave with pay is to be awarded only when the Library Director is unable to perform her duties for any of the reasons listed above. After five (5) working days of sickness, a doctor's certificate of disability may be required by the Town

Administrator. Upon termination of employment, there shall be no reimbursement in lieu of accumulated sick leave.

Effective July 1, 2019, Ms. Butler shall be entitled to Fifteen (15) days of paid vacation per fiscal year. Effective July 1, 2020 and thereafter, Ms. Butler shall be entitled to Twenty (20) days of paid vacation per fiscal year. Such time shall accrue monthly only for the purposes of resignation, retirement, or any other termination of employment.

Otherwise, Ms. Butler shall be eligible for such employee benefits as are normally provided to full-time Town employees, pursuant to applicable policies.

## **VI. PROFESSIONAL ACTIVITIES**

- A. Ms. Butler shall be reimbursed for reasonable expenses incurred in the course of her duties, in accordance with the town's existing policies and procedures. These expenses might include seminars, travel, lodging, meals, and mileage for vehicle use.
- A. Ms. Butler may accept speaking, writing, lecturing or other engagements of a professional nature, provided that that they do not interfere with or detract from her duties as the Library Director.

## **VII. EVALUATION**

Ms. Butler shall be evaluated annually by the Library Trustees. The evaluation shall be in writing and shall be provided to the Wenham Town Administrator within 30 days of Library Trustees approval. The Library Director shall have the opportunity to respond in writing to the evaluation, consistent with the Town of Wenham's Personnel Policies.

## **VIII. ENTIRE AGREEMENT**

This Agreement embodies the whole Agreement between the Library Trustees ("Town") and Ms. Butler. This Agreement supersedes any and all prior Agreements or understandings of the parties. This Agreement may not be changed except by agreement in writing, signed by all parties.

\_\_\_\_\_  
Library Trustee Chair

\_\_\_\_\_  
Kimberly Butler

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**DRAFT MOTION**  
DPW Director Contract

- Vote: I move to approve the proposed terms of the DPW Director Contract for a period from July 1, 2019 – June 30, 2022 and to include cost of living increases of 2% each fiscal year.

Seconded / Discussion/ Vote

MEMORANDUM OF AGREEMENT  
DPW DIRECTOR

Agreement made as of \_\_\_\_\_, 2019 between the Town of Wenham ("Town") as represented by its Board of Selectmen and Bill Tyack ("Bill Tyack" or "DPW Director").

Whereas, the Town seeks to secure the services of Mr. Tyack as DPW Director on a full time salaried basis under the terms set forth below, and Bill Tyack wishes to accept the position under such terms;

THEREFORE, the Town and Bill Tyack agree as follows:

I. TERM

Employment under this Agreement commences July 1, 2019 and shall terminate on June 30, 2022. Thereafter, this Agreement shall continue to remain in effect until either party notifies the other, in writing, of its intent to terminate the Agreement. Said notification shall be made no less than sixty (60) days in advance. Notwithstanding the above, the Town may terminate this Agreement, at any time, for cause, the determination of which is at the sole discretion of the Town.

II. DUTIES AND RESPONSIBILITIES

During the term of this Agreement, the DPW Director shall be responsible for managing the operations of the Highway Department and the Facilities Department. His duties are outlined in the attached Job Description as approved by the Board of Selectmen and as shall be modified from time to time.

The DPW Director shall diligently, faithfully, and competently perform the duties and responsibilities listed in his attached Job Description, as well as responsibilities required or imposed upon him in accordance with the laws and regulations of the Commonwealth; Town policies; Directives of the Board of Selectmen and Town Administrator; and the provisions of this Agreement.

III. HOURS OF WORK

Mr. Tyack agrees to devote that amount of time and energy which is necessary for him to properly and faithfully perform the duties as DPW Director consistent with an established schedule of employment of no less than 40 hours per week. The DPW Director is a salaried management position that requires response to emergency calls. This position also requires the requisite training and professional development under acceptable public works safety standards as determined by the Board of Selectmen and Town Administrator. The DPW Director recognizes that the proper performance of his duties and responsibilities under the Agreement will require him to devote time outside of prescribed or regularly scheduled office hours.

IV. COMPENSATION

A. In consideration of faithful, diligent and competent performance of the DPW Director and his duties as provided, in this Agreement, the Town shall pay the DPW Director as follows:

1. For the period from July 1, 2019 through June 30, 2022, at an annual rate of \$109,023.99;

2. For the period from July 1, 2020 through June 30, 2021, at an annual rate of \$111,204.47, plus any additional amount as determined by the Board of Selectmen, and upon recommendation by the Town Administrator as a result of an annual employee evaluation process.
3. For the period from July 1, 2021 through June 30, 2022, at an annual rate of \$113,428.55, plus any additional amount as determined by the Board of Selectmen, and upon recommendation by the Town Administrator as a result of an annual employee evaluation process.

#### V. BENEFITS

- A. The DPW Director shall be entitled to sick leave benefits as are being received by regular full-time employees of the Town of Wenham as of June 30, 2016. This includes matters such as accrual rate, maximum accumulations, and buy-back rights.
- B. During the term of this Agreement, the DPW Director shall be entitled to an annual clothing allowance of \$750.
- C. During the term of this Agreement, the DPW Director shall be entitled to \$400 in annual longevity compensation.
- D. The DPW Director shall be entitled to Twenty-five (25) days of paid vacation per fiscal year. Such time shall accrue at rate of 2.08 vacation days per month and this shall only apply for the purposes of resignation, retirement or any other termination of employment. The time of taking said vacation shall be subject to the approval of the Town Administrator.
- E. Other than as set forth above, the DPW Director and shall be eligible for such employee benefits as are normally provided to full-time Wenham Town employees.

#### VI. VEHICLE USE

Because the nature of his position requires prompt response in the case of emergency, the DPW Director shall be provided a vehicle for the purpose of performing his prescribed duties as DPW Director. The DPW Director will be responsible for any other use, and shall follow the Town's personnel policies related to vehicle use as may be amended from time to time.

#### VII. REIMBURSEMENT

The DPW Director shall be reimbursed for reasonable expenses incurred in the course of his duties, in accordance with the Town's existing policies and procedures. These expenses might include seminars, travel, lodging, meals and other reasonable business related expenses.

#### VIII. EVALUATION

The DPW Director shall be evaluated by the Town Administrator in accordance with Town policy.

IX. ENTIRE AGREEMENT

This Agreement embodies the whole Agreement between the Town and Bill Tyack. This Agreement supersedes any and all prior Agreements or understandings of the parties. This Agreement may not be changed except by agreement in writing, signed by all parties.

\_\_\_\_\_  
**Catherine Harrison, Select Chair**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Bill Tyack, DPW Director**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**John Clemenzi, Selectman**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Jack Wilhelm, Selectman**

\_\_\_\_\_  
Date

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**NEW BUSINESS**

**D.**

**Review and Potential Approval of Affordable  
Housing Trust Loan Agreement with Habitat of  
Humanity North Shore for 40 Hull Street Project**

*(10 minutes)*

- Draft Motion
- Email regarding Habitat Purchase 40 Hull Street from Shirin Everett, Esq., KP Law, April 2, 2019
- Proposed Affordable Housing Trust Loan Agreement between the Town of Wenham, acting by and through the Wenham Affordable Housing Trust Fund, and Habitat for Humanity – North Shore, Inc.

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**DRAFT MOTION**

**Affordable Housing Trust Loan Agreement with  
Habitat for Humanity-North Shore, Inc.**

- **Vote:** I move to approve the proposed loan agreement for \$230,000 between the Town of Wenham, acting by and through the Wenham Affordable Housing Trust Fund, and Habitat for Humanity – North Shore, Inc. to be used for the project at 40 Hull Street, Wenham.

Seconded / Discussion/ Vote



## Peter Lombardi

---

**From:** Shirin Everett <SEverett@k-plaw.com>  
**Sent:** Tuesday, April 02, 2019 2:53 PM  
**To:** Peter Lombardi  
**Cc:** 'Josh Anderson'  
**Subject:** Wenham: AHT - Habitat Purchase of 40 Hull Street  
**Attachments:** KP-#652444-v5-Wenham\_Grant\_Agreement\_(Housing\_Trust\_&\_Habitat).DOC; KP-#652444-v5A-Wenham\_Grant\_Agreement\_(Housing\_Trust\_&\_Habitat).DOC

Hello Peter,

The fact that the Town is able to get a single 50-year mortgage term is pretty good. It is significantly longer than the standard 30-year mortgage terms that other municipalities impose on affordable housing property (should they even choose to require a mortgage). It is even better that the grantee is willing to agree to grant the Town a 2<sup>nd</sup> 50-year mortgage, even if it not callable at the end of the 100-year term. I have revised the Loan/Grant Agreement to provide that if there has been compliance with the affordability requirement at the end of the 2<sup>nd</sup> 50-year term, the Funds do not have to be repaid. Redlined (v.5) and clean (v.5A) copies are attached.

As discussed, the mortgage has the primary advantage of protecting the Town's investment during the period before the units have been fully constructed. Habitat will grant the Town the 1st 50-year mortgage when Habitat purchases the property. If Habitat fails to construct the units within the time required, the Town has the right to foreclose on the mortgage and acquire the property. Once the 2 units are sold, however, the lenders will want the Town to subordinate its mortgage to the mortgage that the buyer will grant to the lender to secure their purchase-money first mortgage. The Town will issue a certificate of compliance for the 2 units, and the Town's mortgage will continue to encumber the units for the balance of the 1<sup>st</sup> 50-year term, and then for the 2<sup>nd</sup> 50-year term. As you know, if a lender forecloses on any first mortgage, the foreclosure will terminate the Town's mortgage, given its subordinate position. However, the affordable housing restrictions (contained in the deed riders) will be superior to all mortgages, including the mortgages held by private lenders, and will continue to bind the lenders and the purchasers after foreclosure. Thus, the mortgages will continue to benefit the Town so long as there is no foreclosure (and, if there is a violation of the deed rider, the Town's threat to foreclose on its mortgage should have the intended benefit of curing any such violation). In the event there is a foreclosure, the Town's goal of ensuring that the units will continue to be affordable will be protected by the affordable housing deed riders.

Please let me know if you have any questions.

Shirin Everett, Esq.  
**KP | LAW**  
101 Arch Street, 12th Floor  
Boston, MA 02110  
O: (617) 654 1731  
F: (617) 654 1735  
[severett@k-plaw.com](mailto:severett@k-plaw.com)  
[www.k-plaw.com](http://www.k-plaw.com)

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any

**WENHAM, MASSACHUSETTS**

**AFFORDABLE HOUSING TRUST FUND  
LOAN AGREEMENT**

**Habitat for Humanity - North Shore, Inc.**

THIS LOAN AGREEMENT (this "Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **Town of Wenham, acting by and through the Wenham Affordable Housing Trust Fund**, a trust duly established under Chapter 44, Section 55C of the General Laws (the "Trust" or the "Town"), having its usual place of business at Wenham Town Hall, 138 Main Street, Wenham, MA 01984, and **Habitat for Humanity - North Shore, Inc.** ("Borrower"), a Massachusetts non-profit corporation, having an address of 14 Park Street, Danvers, MA 01923.

WITNESSETH:

WHEREAS, Borrower has entered into a purchase and sale agreement to purchase the parcel of land located at 40 Hull Street in Wenham, and described more particularly described in deed recorded with Essex South District Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Property");

WHEREAS, the Trust invited submission of proposals for grants or loan of funds for affordable housing purposes; and

WHEREAS, Borrower submitted a proposal requesting funds for affordable housing purposes (the "Proposal"), and the Trustees of the Trust (the "Trustees") reviewed and approved the Proposal and voted to loan funds to Borrower in the sum of \$230,000.00 to be used for the purpose of assisting Borrower to acquire the Property and construct two (2) units of affordable housing thereon for sale to low-income households, which shall be subject to affordable housing restrictions held by the Trust as set forth herein (the "Project"), which loan will be secured by a mortgage on the Property subordinate to a lender providing financing for the Project; and

WHEREAS, the Board of Selectmen (the "Board") thereafter approved a loan in the sum of \$230,000.00 to Borrower for the sole purpose of purchasing the property located at 40 Hull Street, Wenham, subject to the parties entering into a mutually acceptable loan agreement and mortgage;

WHEREAS, the Trustees now wish to enter into an agreement with Borrower to set forth the terms of said loan;

NOW THEREFORE, the Trustees and Borrower agree as follows:

1. Funding. The Trust shall loan to Borrower the sum of \$230,000.00 (the "Funds") on the condition that Borrower shall use the Funds only for the purposes of the Project, as set forth

more particularly in the Proposal and documents attached thereto, and in accordance with the terms of this Agreement.

2. Conditions.

- a) Borrower shall acquire the Property and construct the Project to completion no later than four (4) years from the date on which this Agreement is recorded (as the same may be extended by the Trust in its reasonable discretion, for good cause shown, the "Completion Date"). Excess or unused Funds must be returned to the Trust. Any and all Funds will be returned to the Trust if the Project has not begun or the Project has not been completed as provided for herein.
- b) Borrower shall construct two (2) condominium units (the "Units") on the Property, one (1) containing three bedrooms and the other containing two bedrooms (or both being two-bedroom units, if feasible) and convey the same to household earning no more than eighty percent (80%) of the area median income in the Metropolitan Statistical Area in which the Town is located (the "Area Median Income"), adjusted for household size, as determined by the Department of Housing and Urban Development ("HUD"). Borrower shall enter into a Regulatory Agreement with the Trust and the Department of Housing and Community Development ("DHCD") on terms reasonably acceptable to the Trust, and the Trust may, in addition to or in lieu of the Regulatory Agreement, require Borrower to convey a separate permanent affordable housing restriction on the Property and the Units on the terms set forth herein (whether the Regulatory Agreement and/or a separate restriction, the "Restriction"). The Restriction shall be recorded prior to the recording of any mortgages or other monetary encumbrances or Borrower shall obtain subordinations recorded simultaneously with the aforesaid documents. Borrower shall convey the Units constructed thereon by deeds that shall include a Deed Rider approved by DHCD and the Trust, granting the Trust a permanent affordable housing restriction on the Units meeting the requirements of G.L. c. 184, Sections 31-33, and substantially in the form of the Deed Rider attached hereto and incorporated herein or in such other form as acceptable under the Local Initiative Program ("LIP"), ensuring that the restrictions stated therein shall survive foreclosure and that the Units shall remain affordable in perpetuity and count toward the Town's Subsidized Housing Inventory (the "Deed Riders"). The Restriction and the Deed Riders (the "Affordability Documents") shall be free of liens and free of easements, liens and/or restrictions that would interfere with the Trust's exercise of its rights under the Affordability Documents; all mortgages on the Property shall have been subordinated to the Affordability Documents.
- c) Borrower agrees that, as security for the loan of the Funds to Borrower and as security for the performance of Borrower's obligations hereunder, it shall grant the Trust a fifty (50)-year mortgage on the Property (the "Trust Mortgage"), reasonably satisfactory to the Trust (having an interest rate of 0%, with certificates of compliance issued upon the sale of each of the Units in compliance with the terms of the Restriction and subject to Deed Riders) and record the same, and shall issue the Trust a Promissory Note, all in a form acceptable to Town Counsel. The Trust Mortgage shall be recorded immediately after the deed to the Property is recorded and may be made subordinate to a first mortgage granted to a lender to secure funds loaned for the construction of the Project, and, when

the units are sold, to a first mortgage encumbering each of the units. The loan secured by said Trust Mortgage shall become fully due and payable upon the occurrence of the following conditions during the term of said Trust Mortgage: (a) the Units are not constructed or are not sold to in compliance with the Restriction, (b) any Unit ceases to be included in DHCD's Subsidized Housing Inventory, (c) the Project becomes exempt from real estate taxes, and/or (d) the Project is not completed by the Completion Date. Borrower agrees that it shall, prior to the expiration of the fifty (50)-year mortgage, grant the Town another fifty (50)-year mortgage on substantially the same terms as set forth in the original Trust Mortgage, to secure ongoing compliance with the terms of the Affordability Documents, provided that, if there has been no violation of the Affordability Documents at the end of the second fifty (50)-year term, there shall be no obligation to repay the Funds. If Borrower has complied with the terms hereof for the full term of both Trust Mortgages, the Trust will discharge the Trust Mortgage at the expiration of its term.

3. Contact. Borrower shall identify in writing a contact person responsible for administration of the Project and a second person, authorized to act if the contact person is unavailable.
4. Budget/Other Sources of Funding. Prior to the commencement of the Work, Borrower must submit a complete project budget (the "Project Budget") that accounts for (a) the use and expenditure of the Funds; and (b) the amount of all additional funding required for the Project and the identity of the funding sources, if applicable. If the Trust determines at any time during the Project that the Funds have been spent on goods or services or other expenditures not identified in the Project Budget, or otherwise not authorized hereunder, Borrower shall repay such Funds to the Trust.
5. Liability of the Trust. The Trust's liability hereunder shall be to make the payment specified in Section 1 of this Agreement, provided that the conditions set forth in Sections 2 and 10 are followed, and the Trust shall be under no further obligation or liability. Nothing herein shall render the Trust or the Trustees and/or the Town of Wenham or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.
6. Indemnification. Borrower shall indemnify, defend, and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to Borrower's performance of the Project, the condition of the Property, or the negligence or misconduct of Borrower or Borrower's agents or employees.
7. Reports; Inspection. Borrower shall provide the Trust with progress reports at one hundred twenty (120) day intervals beginning sixty (60) days from the date this Agreement is signed and with final notification within thirty (30) days after the completion of the Project. The Trust reserves the right to require supplementary information from Borrower. The Trust shall have the right, upon reasonable request, to inspect the work of Borrower, including the right to enter the Property.

8. Public Records; Contract Documents. All document relating to the Project, including, but not limited to, photographs, budgets, and other documents submitted to the Trust and/or the Town shall become the property of the Town and shall be available for use by the Town and available by the public under the Massachusetts Public Records Law. The Contract Documents consist of this Agreement, the Proposal, and all documents attached thereto, including, without limitation, the Regulatory Agreement and, if applicable, the Restriction. The Contract Documents constitute the entire agreement between the parties concerning the Project.
9. Record Keeping. Borrower agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization and the proceeds of this Agreement as are kept in the normal course of business and such additional records as may be required by the Trust. Borrower further agrees to make these records available to the Trust upon request.
10. Payments. In the event that the Funds are to be used to purchase the Property, the Funds shall be released provided that Borrower shall grant and record the Trust Mortgage required hereunder in compliance with Section 2 and execute and deliver the promissory note to the Trust, or, if the Funds are to be used for construction purposes, the Funds will be released when the Trust Mortgage and the Restriction have been recorded in compliance with the terms of this Agreement. The Trust shall disburse the Funds during the construction of the Project, apportioned based on the work done and made no more than once a month and paid upon the presentment of detailed invoices listing in detail the work performed and the cost thereof, and may request supplementary information. Prior to any payment, the Trust shall have the right to enter the Property to inspect the work. No payment shall be made until the Trust reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with the Contract Documents. The entire cost of constructing the Project in excess of the Funds shall be paid by Borrower. If, however, the actual total cost of the Project is less than the amount of the Funds granted hereunder, the Trust shall have no obligation to pay the remaining Funds to Borrower.
11. Assignment. Borrower shall not assign, subcontract or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Trust.
12. Termination. This Agreement shall bind the parties and their successors and assigns and run with the Property for a term of ninety-nine (99) from date hereof. If Borrower fails to fulfill all obligations under the terms of this Agreement, as determined by the Trust, and such failure is not cured within forty-five (45) days after the Trust has given written notice to Borrower specifying such failure, the Trust shall have the right, in its sole discretion, to terminate this Agreement upon written notice to Borrower, whereupon Borrower shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Trust shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of Funds as set forth in Section 13 below. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 5, 6, 9, 12, 13, 14, and 17 shall survive said expiration or earlier termination.

13. Return of Funds. In the event Borrower fails to fulfill its obligations hereunder and this Agreement is terminated pursuant to Section 12, any Funds disbursed to Borrower under this Agreement and not yet expended shall be returned forthwith to the Trust without further expenditure thereof. If Borrower fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of Borrower or its agents, employees, contractors or invitees, Borrower shall be liable to repay to the Trust the entire amount of the Funds provided under this Agreement, and the Trust may take such steps as are necessary, including legal action, to recover such funds. Any Funds so returned or recovered shall be returned to the Affordable Housing Trust Fund. In the event that the Trust takes legal action under this Agreement, Borrower shall pay any and all costs and expenses, including reasonable attorneys' fees, incurred by the Trust on and from the date of default.
14. Compliance with Laws. Borrower shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall obtain any and all licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this loan.
15. 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.
16. 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.
17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Borrower submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

[signature page follows]

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

**Wenham Affordable Housing Trust  
Fund**

**Habitat for Humanity - North Shore, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: President

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: Treasurer

\_\_\_\_\_

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Approved by Wenham Board of Selectmen

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**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**NEW BUSINESS**

**E.**

**Status Update on Main Street Traffic Project**

*(10 minutes)*

- Memo regarding Status Update on Main Street Traffic Improvement Project from Peter Lombardi, Town Administrator, March 29, 2019
- Proposed Agreement for Professional Engineering Services between the Town of Wenham and Bayside Engineering, Inc. for the Route 1A Traffic Intersections Project, Design Services
- Agreement for Professional Engineering Services between the Town of Wenham and Bayside Engineering, Inc. for the Route 1A Traffic Intersections Project, Supplementary Field Survey, December 18, 2018





# Town of Wenham

Town Hall  
138 Main Street  
Wenham, MA 01984

Selectmen / Town Administrator  
TEL 978-468-5520 FAX 978-468-8014

## MEMORANDUM

**TO:** Board of Selectmen  
**FROM:** Peter Lombardi, Wenham Town Administrator  
**RE:** Status Update on Main Street Traffic Improvement Project  
**DATE:** March 29, 2019

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In early January, the Town engaged Bayside Engineering to complete a survey base plan and environmental permitting review to better understand the current conditions and site constraints along the downtown corridor of Main Street – see attached Scope of Work. The \$60k cost of this first phase of design work is being covered by Chapter 90 funds currently available to the Town. Earlier this month, the DPW Director and I met with our team at Bayside to get a project status update and to discuss next steps. Due to the relatively mild winter, Bayside is slightly ahead of schedule and expects to complete both the base plan and preliminary environmental engineering by May. Once this phase is completed, the Town will be in a much better position to answer many of the questions that have been raised by residents to date, particularly those about the existing/proposed right-of-way which were not addressed in the original CTPS report.

The next milestone is to have Bayside complete 25% design. Attached is their proposed scope of work and price proposal of \$180k for that work. While the Town would have just enough Chapter 90 funds (between this year's \$150k allocation and our prior year balance of just under \$50k) to fully cover these costs, doing so would prevent us from being able to do anything other than minor repairs to roads during this construction season. Accordingly, I have been working with our legislative team over the past couple months and they are seeking \$200k in the FY20 state budget for this purpose. Since we will not know whether this funding request survives the state budget process until July 1, I would suggest holding off on executing this next contract until that time. In talking to Bayside, they believe that this timing will not significantly impact the overall project timeline.

In addition, as we discussed after the public forum last November, we want to continue to engage residents in this process and make sure their feedback is solicited and their input is considered. Bayside has, accordingly, added a public forum at the 15% design stage (which would occur approximately 3-4 months after the next contract is signed). This would allow the Town to host workshop sessions over the late summer and early fall months to ensure that the constituent groups from Friend Ct; Main St; downtown businesses; Arbor St/First Church; Monument St/WVIS/Wenham Museum; Cherry St; Old Country Road (The Maples; and residents in general have an opportunity to be involved early on in the design process.

**AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES  
BETWEEN  
THE TOWN OF WENHAM, MASSACHUSETTS  
AND  
BAYSIDE ENGINEERING, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR THE  
ROUTE 1A TRAFFIC INTERSECTIONS PROJECT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2019 between Bayside Engineering, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with a usual place of business at 600 Unicorn Drive, Woburn, MA, 01801, hereinafter called the "ENGINEER," and the Town of Wenham, MA, acting by its Board of Selectmen, with a usual place of business at 138 Main Street, Town Hall, Wenham, MA 01984, hereinafter called the "TOWN".

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

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum of \$180,000.00, subject to any additions and deductions provided for herein according to the fee schedule set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$180,000.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on \_\_\_\_\_ and shall expire on \_\_\_\_\_, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: ENGINEER 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 completion in a timely manner.

4. Performance of the Work

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

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or

to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

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

11. Insurance

A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.

B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

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

C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and

shall continue such insurance in full force and effect during the term of the Agreement.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

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

13. Termination

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

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.

B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

BAYSIDE ENGINEERING, INC:

TOWN OF WENHAM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Norman H. Brown, P.E., P.L.S.

\_\_\_\_\_

Title: President

\_\_\_\_\_

Title: Board of Selectmen

519856/KOPE/0003

# **EXHIBIT A**

## **SCOPE OF SERVICES**

### **Project Description**

This Scope of Services includes services to provide 25% design plans and cost estimates for the rehabilitation of three (3) intersections along the Route 1A corridor in Wenham MA including realignment, sidewalk reconstruction, ADA compliant wheelchair ramps, minor on-roadway drainage adjustments, signs, pavement markings and related work. Design submissions and all work will be performed to the standards and policies of the Massachusetts Department of Transportation-Highway Division (MassDOT) and the TOWN.

The project limits are along Route 1A in Wenham beginning 500 feet south of the Cherry Street intersection on Route 1A to 200 feet north of Arbor Street in Wenham. Also included in the design will be approximately 100 feet on all side streets of the project as required by MassDOT for a distance of approximately 2,300 feet.

The design is anticipated to begin upon the completion of the base plans being currently prepared by Bayside. The design will then proceed based upon the approved Alternative 4A as described in the Technical Memorandum by Boston Regional Metropolitan Planning Organization dated December 8, 2018, and will continue through the submission of the 25% design plans and preliminary estimate and will continue through the Town public hearing.

The project objectives from this design include the following:

- Improve safety and mobility for pedestrians by upgrading the existing infrastructure. New ADA accessible sidewalks and wheelchairs ramps will be constructed for improved access to the downtown area attractions such as the Wenham Museum, the church, the retirement community, the post office and the various businesses.
- Design safer and improved amenities for cyclist within the study area such as standard width bike lanes, replacing the existing variable width paved shoulder.
- Redesign the exiting roadway to provide safer and more efficient traffic operations.
- Improve the ability of emergency vehicles to travel through the downtown corridor.
- As previously stated, these design plans will be created based upon the agreed upon Alternative 4A schematic concept from the Intersection Study which signalized and coordinated Arbor Street and Cherry Street intersections.

### **Preliminary Design**

1. The preliminary design will include a preliminary layout of all improvements; describe the roadway horizontal and vertical geometry, general roadway improvements, potential changes to the roadway cross-section, critical cross sections, potential impacts on abutting properties or other pertinent design features. Preliminary design phase submission shall include plans showing the proposed improvements; typical roadway cross-sections; critical cross sections; lane configurations and pavement markings; and a preliminary construction cost estimate. This Scope of Services assumes that the typical



cross section for the roadway design portion of the project will generally match existing conditions with proposed improvements incorporated accordingly.

2. Proposed pavement thickness will be established based upon Bayside's experience with similar roadway projects and observable site and existing roadway conditions. A formal pavement design based upon test pits and soil borings will not be included as part of this lump sum fee.
3. The design of the sidewalks will utilize MassDOT typical sidewalk details where adequate room and right-of-way is available. Sidewalks in areas with limited right-of-way or other restrictions will follow Massachusetts Architectural Access Board (MAAB) requirements where feasible or a waiver from the MAAB requirements may be requested if necessary due to right-of-way or other restrictions. This scope of services assumes that no MAAB waivers will be required and are therefore not included.
4. Following review and approval by the TOWN of the preliminary design, the project shall move toward final design under a separate agreement.

#### **Traffic Engineering**

1. A Functional Design Report (FDR) will be prepared which will compile and analyze data related to existing traffic volumes, accident occurrence, turning movements, existing alignment and roadway geometry and other pertinent information.
2. Bayside's scope of services shall not include updating or obtaining new traffic data, counts, accident reports or traffic related information.
3. Based upon a review of the 25% submission plans, the traffic engineering services includes development of the signs and pavement markings plans and traffic management plans to minimize traffic impacts during construction.

#### **Meetings and Public Hearings**

1. The first step in the design process will be to meet with the highway supervisor of the TOWN and confirm the overall schedule and understanding of the plan components. Bayside will review in detail the issues which the TOWN wishes to see addressed and confirm the physical boundaries of the project area. Bayside will make periodic project updates in order to report the progress of the work to the TOWN.
2. Bayside will conduct a meeting with the Town DPW Director and the Town Administrator prior to the public 15% design meeting. An additional meeting with public officials only is assumed for this project with an assumption there will be no more than two meetings held for public officials only.
3. Bayside will provide a 15% design submission to the TOWN for a public meeting that will allow the public to be informed of the design concerns and parameters of the project. From the 15% design public meeting, Bayside will take the public's collective feedback into consideration as part of this early stage design process.

4. This Scope of Services assumes attendance at **one Design Public Hearing**. Design public hearing attendance shall include preparation of design progress plans, presenting the design plans to the public, soliciting and responding to questions.
5. Additional meetings with TOWN officials and other appropriate entities may also be provided as an additional service when deemed necessary by the TOWN.

#### **Land Acquisition/Easements/Rights of Entry**

1. Land Acquisition/Easements/Rights of Entry
  - a) Research of TOWN and County records for available deeds and plans.
  - b) Calculations of record and field information to determine existing property lines, areas of layout lines and easements.
  - c) Plot and draft plans and prepare written descriptions of affected properties that will reflect areas of land acquisitions and easements, and that will be suitable for recording at the Essex County Registry of Deeds.
  - d) Draft and designate areas of land acquisitions and easements on the right-of-way plans showing square footage of land acquisitions and easements and of the affected lots before and after such land acquisitions and easements were made.
  - e) Public lands or Land Court properties subjected to land acquisitions and easements will be negotiated on a case-by-case basis, as required. Public lands and Land Court properties affected will be found at the time of research.
  - f) Property lines between abutting properties are based on Assessor's maps only.
2. Draft Layout Plans and Draft Order of Taking

Draft Layout Plans will be prepared based on the approved Preliminary Right of Way Plans. The Layout Plans shall be prepared in accordance with Chapter 2 of the MassDOT Highway Design Manual and shall include the proposed layout lines, property lines (Based upon assessor's maps), names of property owners, parcels to be taken, access and non-access points and the locations of all bounds as provided on the survey base plans. As appropriate the draft Order of Taking shall be included.

#### **Assumptions (Right-of-Way Work Furnished by the Town)**

1. TOWN will research/update current deed information for all abutters as needed.

#### **Drainage System Improvements**

1. Drainage system improvements are limited to the project area. All existing drainage catchment areas will be maintained to the maximum extent practicable. The project is a redevelopment project, and will require the addition of stormwater treatment best

management practices (BMPs) only to the extent practicable given the scope of the project in accordance with the MassDEP stormwater standards for redevelopment projects.

2. Drainage system improvements shall include: installing deep sump catch basins where new drainage structures are required; extending drainage system to mitigate existing flooding; and the design of new stormwater treatment and/or infiltrative BMPs for pavement runoff to the maximum extent practicable if the layout permits. BMPs will be selected based on their suitability to be implemented within the existing right-of-way. Unless the most cost-effective and practicable solution is to include a new discharge point, all existing discharge points will be retained. Drainage analysis calculations will be limited to pavement runoff areas to facilitate BMP selection, pipe sizing and gutter spread extent.
3. Detailed drainage system, hydraulic studies to evaluate the existing watershed contributing flow into the project area, or other additional services associated with the roadway drainage system improvements not specifically included, shall be considered beyond this Scope of Services.

### **Environmental Permitting**

1. Environmental Permitting Assumptions
  - a) Based on Bayside's review of the project area and the anticipated roadway and sidewalk reconstruction work, this scope of services assumes that the environmental impacts resulting from the proposed project will be limited to minor widening, roadside maintenance, slope excavation and reconstruction, replace existing drainage outfall ends and/or provide stone rip rap refortification of outfalls, as may be required for each existing outfall.
  - b) It is assumed that the project will not alter the 100-year flood plain.
  - c) It is assumed that watershed hydrologic studies are not required.
  - d) It is assumed that Massachusetts Environmental Policy Act (MEPA) jurisdiction will not be triggered; therefore, the preparation of an Environmental Notification Form (ENF) or other MEPA permit documents is not included at this time.
  - e) It is assumed that permanent impacts to existing wetland resources areas will not occur, therefore, replication will not be required.
  - f) It is assumed that, as a municipal project, the Town of Wenham (applicant) will be exempt from all MGL Ch. 131 permitting and filing fees. If otherwise determined necessary, any permitting and filing fees shall be paid for by the TOWN.
2. Environmental Permitting Services

Based on the assumptions described above and the anticipated lack of wetland impacts for the proposed roadway and sidewalk reconstruction project, the following

environmental permitting services are hereby included:

- a) Bayside will prepare and submit an Early Environmental Coordination Checklist with the 25% Design Submittal. This includes a compilation of all meetings notes, attendance records and communication regarding the project; documentation of the evaluation of the project relative to local, state and federal permitting thresholds; documentation of the project's context; documentation of the inclusion of necessary design and other elements on the plans and photos of the project areas to provide context to reviewers.
- b) If needed Bayside will complete the historic requirements to include Section 106 and Section 4(f) Public Land Takings: Bayside will prepare an early coordination/notification letter and send it to the Wenham Historical Commission for their review of the project. The MassDOT Cultural Resources shall complete all other historic, archeological and 4(f) review and permitting, and inform Bayside of any special requirements/provisions.
- c) Bayside will prepare and submit a draft National Environmental Policy Act (NEPA) Categorical Exclusion (CE) Checklist and required documentation for the project.
- d) Bayside will prepare and submit the 25% Design Water Quality Data Form.

### **Exclusions**

The following additional design and permitting services are presently understood to NOT be required for the proposed work, and are therefore considered to be beyond the scope of services as defined herein and are not included in the lump sum fee:

- a) Administrative appeals and/or any work required in the preparation of responses to comments, local review and/or permit review processes of the project.
- b) Additional hearings, meetings, site reviews and follow-on services not otherwise provided for herein.
- c) BMP design outside existing right-of-way.
- d) Water penetration, leak testing, dye testing and/or additional drainage or other investigations not specifically included herein.
- e) Hydrologic watershed studies.
- f) Wetland resource area replication.
- g) Massachusetts Environmental Policy Act (MEPA).
- h) National Environmental Policy Act (NEPA) Environmental Assessment.

- i) Regulated Floodway/FEMA.
- j) MA DEP/EPA Impaired water bodies mitigation.
- k) Stormwater modeling calculations and/or analysis not explicitly included in scope.
- l) Water Quality Certification.
- m) ACOE Permits.
- n) Hazardous Material Remediation.
- o) Any other permits or services not specifically included herein.

### **Police Details**

In order to provide roadside safety and traffic control for various work elements during the design phase of the project, particularly field survey and retrieval of soil samples, test pits or boring operations, the TOWN shall provide for all police details or flag persons as may be required or deemed necessary by Bayside and its subconsultants. Bayside will coordinate with the TOWN prior to engaging police details. Police details or flag persons not provided by the TOWN and engaged by Bayside, as may be required, will be billed to the TOWN at cost as a reimbursable expense and are not included in the lump sum fee.

### **Miscellaneous**

1. It is understood that all information that the TOWN has available relative to the project (i.e., existing plans, traffic study information, economic and demographic information, etc.) will be made available to Bayside so that we may properly review the project area and also for use in the preparation of any funding requests to the state. It is assumed that any existing survey data (if available) will be provided to Bayside in electronic format, complete with all supporting survey points, Triangular Irregular Network (TIN) model and in accordance with the MassDOT State Plane Coordinate System.
2. Fees for services as described herein will be paid to Bayside by the TOWN as the work progresses, based upon the presentation of a monthly statement for services by Bayside.
3. Nothing contained herein shall obligate Bayside to prepare for, or appear in arbitration or litigation on behalf of the TOWN or to undertake additional work on matters not included herein, except in consideration of additional compensation mutually agreed upon.

## EXHIBIT B

### TOWN OF WENHAM, MASSACHUSETTS ROUTE 1A TRAFFIC INTERSECTIONS PROJECT

#### FEE SCHEDULE

25% Design Plans	\$130,000
Functional Design Report	\$ 10,000
Design Public Hearing	\$ 15,000
Environmental Permitting	\$ 2,000
Preliminary Right of Way	\$ 20,000
Direct Expenses	<u>\$ 3,000</u>
<b>Total 25 % design submission services to include public hearing (Lump Sum Fee)</b>	<b><u>\$180,000</u></b>

- \* Final Design, Final Right of Way Services and Construction Administration Services will be agreed upon with the Town of Wenham after the completion of the 25% design and public hearing.

**AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES  
BETWEEN  
THE TOWN OF WENHAM, MASSACHUSETTS  
AND  
BAYSIDE ENGINEERING, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR THE  
ROUTE 1A TRAFFIC INTERSECTIONS PROJECT**

THIS AGREEMENT made this 18<sup>th</sup> day of December, 2018 between Bayside Engineering, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with a usual place of business at 600 Unicorn Drive, Woburn, MA, 01801, hereinafter called the "ENGINEER," and the Town of Wenham, MA, acting by its Board of Selectmen, with a usual place of business at 138 Main Street, Town Hall, Wenham, MA 01984, hereinafter called the "TOWN".

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

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum of \$60,000.00, subject to any additions and deductions provided for herein according to the fee schedule set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$60,000.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on December 18, 2018 and shall expire on December 31, 2019, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: ENGINEER 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 completion in a timely manner.

4. Performance of the Work

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

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or



to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

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

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and

shall continue such insurance in full force and effect during the term of the Agreement.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

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

13. Termination

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

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.

B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

BAYSIDE ENGINEERING, INC:

TOWN OF WENHAM:

By: Norman H. Brown

By: Catherine Hanigan

Name: Norman H. Brown, P.E., P.L.S.

Jack Willet

Title: President

Jack Willet

Title: Board of Selectmen

519856/KOPE/0003

## **EXHIBIT A**

### ***SCOPE OF SERVICES***

#### **1.0 Survey Base Plan**

- 1.1 Provide a detailed topographic survey of the project limits, defined as being from the 700 feet beyond Cherry Street intersection on Route 1A to 400 feet beyond on the Arbor Street. Also included in survey will be approximately 200 feet on all side streets of the project as required by MassDOT.
- 1.2 The detail survey coverage shall extend a minimum of 30 feet beyond the roadway layout lines. All buildings and structures within 60 feet of the roadway layout lines shall be included. Roadway crown and edge of roadway grades at 50-foot intervals minimum adequate for the preparation of detailed cross-sections per MassDOT requirements shall be covered.
- 1.3 Detail information. - Survey shall include all physical features that accurately depict the existing condition of the project area. The information shall include but is not limited to the following:
  - a. Roadway Pavement - note limits and type.
  - b. Driveways and Parking Areas - note all limits within survey coverage and type of pavement or surface
  - c. Curbing, edging, medians, and barriers - note limits and type.
  - d. Sidewalks and handicap ramps - note limits and type.
  - e. All fence and wall information (type, height, thickness and condition), all step/stair information (type, top step elev., bottom elev., # rises).
  - f. All existing structures, stonewalls, etc.
  - g. Guardrail - note limits and type.
  - h. The plan will show all utilities as shown on plans obtained from all private and public utilities within the project limits. Subsurface utilities may be located using record data and may be approximate. If certain underground utilities are located on the base plan by means of record information, they shall be noted as such. In the event incomplete underground information is available, the plans will show all utilities to be continuous using best engineering judgment. Based upon survey visible or available utility plans, the type of utility information shall include:

- Drain System
    - Catch Basins - grate elev., inv., and condition (collapsed, plugged, etc.).
    - Manholes - rims, inverts, and condition (collapsed, plugged, etc.)
    - Pipes - size, type, condition, and direction of flow
    - All existing drainage outlets, with invert and headwall information located within 100 feet of the project limits in any direction.
  - Sanitary sewer- (if applicable)
    - Manholes - rims, inverts, and condition (collapsed, plugged, etc.)
    - Pipes - size, type, condition, and direction of flow
  - Utility lines - size, type, for water, gas, telephone, sewer, electric, CATV and fire alarm.
  - Hydrants, water gates and service connections.
  - Hand holes and pull boxes.
  - Gas gates.
  - Telephone and electric manholes.
  - Utility poles (including pole numbers) and light poles and guy wires, including overhead wires.
  - Any other public or private utility structure or casting located within the defined limits of survey
- i. Buildings or structures with descriptions, and building number. All doorway and stair elevations, garage entrances will be surveyed and clearly shown.
  - j. Spot elevations, at regular intervals of 50 feet maximum (consistent with baseline stations, if possible) and at critical locations including top and bottom of curb, centerline grades, low points and high points, back of sidewalks and at all changes in slope will be shown.
  - k. Existing contours shown as dashed lines at 1-foot intervals and labeled at 2-foot intervals.
  - l. Pavement markings, including lane use and shoulder width, crosswalks, stop bars, parking spaces, and gore areas.
  - m. Traffic/road signs - note direction in which signs face, legend and wording, including those mounted on utility poles, signal posts, and bridges.
  - n. Traffic signal equipment. Include if applicable:
    - direction of signal heads, number and type of faces
    - control cabinets
    - mast arms and foundations (foundation dimensions shall be noted)
    - span wires
    - signal posts (foundation dimensions shall be noted)
    - pedestrian signals, push buttons, cross walks, pull boxes
    - traffic signal control permit
    - roadway loop detectors (if visible)

- traffic signal conduit
- o. Trees (including type of tree and diameter at breast height), shrubs, grass and planted areas. This detailed information shall be provided for the entire project limits. In some cases, densely vegetated area may be plotted as such. However, in all cases where vegetation is too dense to obtain detailed information for the entire survey limits, at a minimum detailed information (i.e., tree type and breast height diameter) shall be provided for all trees within twenty (20) feet of the edge of existing pavement and all trees within the survey limits.
  - p. Bodies of water (lakes, ponds, rivers, streams and brooks): Based upon field conditions the survey shall include and show on plans the mean high water (MHW) of all bodies of water shown with the appropriate line type and labeled "MHW". The name of the body of water shall also be provided. Names shall be as indicated on local USGS maps or as locally accepted (if not shown on the USGS). Mean annual high water line (horizontal and vertical).
  - q. Mail boxes, signs, fences, posts, utility posts, structures, stairs (including top, bottom and number of risers min.), walls, stones or other elements within the limits of work.
  - r. Any other planimetric detail within the limits of survey coverage (Section 1.2).
- 1.4 In the event that drainage system structures or pipes are clogged, submerged, or otherwise preventing the surveyor from obtaining the necessary information (invert, pipe size, etc.), Bayside will immediately make arrangements to have the structure cleaned by MassDOT personnel.
- 1.5 As may be available, the base plan will show a continuous and complete utility network within the project limits based on field and record information obtained by the surveyor.

## **2.0 Environmental Permitting**

### **a. Wetland Delineation**

1. BAYSIDE will oversee the performance of any wetland delineation services, by a wetlands specialist, which will include delineating regulated wetland resources area boundaries within 100 feet of the limits of work and the identification of perennial streams within 200 feet of the limits of work for the entire project limits.
2. The wetland specialist shall perform the wetland resource area delineation (flagging) necessary for incorporation into the survey base plans. All wetland resource area boundaries within the project limits shall be identified and delineated/flagged in the field for pick-up by Bayside's survey crew(s).

3. With the exception of "isolated wetlands" all wetland resource area boundaries shall be delineated in accordance with the most recent provisions of "310 CMR 10.00." All "isolated wetlands" shall be delineated in accordance with the "Federal Manual for Identifying and Delineating Jurisdictional Wetlands, 1987" and most recent requirements of the U.S. Army Corps of Engineers.

b. Environmental Permitting Services

1. Coordination with local boards, departments and officials including a letter to the local historic commission and the State Historic Preservation Officer (SHPO) with The Massachusetts Historical Commission. Historic Requirements and Section 4(f) Public Land Takings: Bayside will prepare an early coordination/notification letter and send it to the Wenham Historical Commission for their review of the project. The MassDOT Cultural Resources shall complete all other historic, archeological and 4(f) review and permitting, and inform Bayside of any special requirements/provisions.
2. Hazardous Material Research: Bayside shall research the Comprehensive Environmental Recovery, Compensation and Liability Act (CERCLA) CERCLIS Online Database and the MGL Chapter 21E, DEP Bureau of Waste Site Cleanup Online Database for potential spills or land uses (past and present) of concern. If required, the MassDOT Hazardous Materials Section shall complete additional hazardous materials review and assessment and shall inform Bayside and provide any special requirements/provisions.
3. Determine if there are any wetland resource areas within the project limits, including the Massachusetts Wetland and Rivers Protection Act, Section 401 and 404 of the Clean Water Act.
4. Determine whether the project is with or adjacent to any sensitive environmental resources.
5. Fully document the site with photographs.

c. Environmental Permitting Exclusions

The following additional Environmental Permitting Services are presently understood to NOT be required for the proposed work, and are therefore considered to be beyond the Scope of Services as defined herein and are not included in the lump sum fee:

1. Administrative appeals and/or any work required in the preparation of responses to comments, local review and/or permit review processes of the project.
2. Additional hearings, meetings, site reviews and follow-on services not otherwise provided for herein.



3. Water penetration, leak testing, dye testing and/or additional drainage or other investigations not specifically included herein.
4. Wetland resource area replication design.
5. Massachusetts Environmental Policy Act (MEPA) documents beyond evaluation of MEPA thresholds.
6. National Environmental Policy Act (NEPA) Environmental Assessment
7. Regulated Floodway/FEMA
8. Alternatives Analysis
9. 401 Water Quality Certification Application, Forms or Documentation
10. U.S. Army Corps of Engineers Permitting
11. Hazardous Material Assessment, investigation, testing and/or mitigation beyond the online research defined above.
12. Historic Ch. 254, Section 106 or Section 4(f) Wildlife/Biological/Habitat Assessment
13. Endangered Species Habitat Impact Mitigation
14. Wildlife Habitat Detailed Survey Evaluation, Report, Forms, etc.
15. MGL Ch. 91 permitting
16. Preparation of documents for or edits to Federal Environmental Protection agency Notice of Intent for NPDES Permitting.
17. Any other permits or environmental services not specifically included above.

### **3.0 Police Details**

In order to provide roadside safety and traffic control for various work elements during the design phase of the project, particularly field survey and retrieval of soil samples, test pits or boring operations, the TOWN shall provide for all police details or flag persons as may be required or deemed necessary by BAYSIDE and its subconsultants. Bayside will coordinate with the TOWN prior to engaging police details. Police details or flag persons not provided by the TOWN and engaged by BAYSIDE, as may be required, will be billed to the TOWN at cost as a reimbursable expense and are not included in the lump sum fee.

**IV. MISCELLANEOUS**

- A. It is understood that all information that the TOWN has available relative to the project (i.e., existing plans, traffic study information, economic and demographic information, etc.) will be made available to BAYSIDE so that we may properly review the project area and also for use in the preparation of any funding requests to the State. It is assumed that any existing survey data (if available) will be provided to Bayside in electronic format, complete with all supporting survey points, Triangular Irregular Network (TIN) model and in accordance with the MassDOT State Plane Coordinate System.
- B. Fees for services as described herein will be paid to BAYSIDE by the TOWN as the work progresses, based upon the presentation of a monthly statement for services by BAYSIDE.
- C. Nothing contained herein shall obligate BAYSIDE to prepare for, or appear in arbitration or litigation on behalf of the TOWN or to undertake additional work on matters not included herein, except in consideration of additional compensation mutually agreed upon.
- D. BAYSIDE shall provide the one reproducible copy of the base plan to the town for their review. Additional copies shall be billed to the TOWN as a reimbursable expense.

## EXHIBIT B

### TOWN OF WENHAM, MASSACHUSETTS ROUTE 1A TRAFFIC INTERESECTIONS PROJECT

#### *FEE SCHEDULE*

Supplementary Field Survey/Base Plans	\$52,500
Environmental Permitting	\$ 5,000
Wetlands Flagging	\$ 1,500
Direct Expenses	<u>\$ 1,000</u>
<b>Total Survey and Preliminary Environmental Services (Lump Sum Fee)</b>	<b><u>\$60,000</u></b>

- \* Preliminary and Final Design, Environmental Permitting, Right of Way Services and Construction Administration Services will be agreed upon with the Town of Wenham after the completion of the survey and base plan services.

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**NEW BUSINESS**

**F.**

**Status of the Impact of Amended Hamilton-  
Wenham Regional School District FY20 Budget  
on Town Meeting Warrant Article and Related  
Ballot Question**

*(10 Minutes)*

- Email regarding FY20 Budget Update for HWRSD from Jeffrey Sands, Assistant Superintendent of Finance & Administration, March 28, 2019
- Hamilton-Wenham Regional School District Revised FY20 School Committee Budget, March 27, 2019
- Revised FY20 Budget Recap for Warrant Book

## Peter Lombardi

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**From:** Sands, Jeffrey <j.sands@hwschools.net>  
**Sent:** Thursday, March 28, 2019 8:06 AM  
**To:** Joe Domelowicz; Peter Lombardi  
**Cc:** Harvey, Michael; Polito, David; Lee, Gene  
**Subject:** FY20 Budget Update for HWRSD  
**Attachments:** FY20 Budget MASTER 032719\_ADOPTED.pdf

Joe and Peter,

I wanted to let you know that the SC Adopted a revised FY20 Budget last night whereby reducing the Assessment amount by a total of \$73,000 in connection with SRO related expenses originally included in the Adopted 2/13/19 Budget. I will have our Treasurer certify this new budget by Monday at the latest.

Regards  
Jeff

Assistant Superintendent of Finance & Administration  
Hamilton Wenham Regional School District  
5 School Street  
Wenham, MA 01984  
978-626-0827



# HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

REVISED

*FY20 School Committee Budget  
March 27, 2019*

*(Previously Adopted on February 13, 2019)*

**Adopted School Committee Budget**

Prepared by:

Michael M. Harvey, Ed.D., Superintendent of Schools  
Jeffrey D. Sands, Assistant Superintendent of Schools



# FY20 Budget

## *Superintendent's Recommendation*

Level Service

+

OPEB Trust Fund (OPEB)

### What Does “Level Service” Mean?

*Level Service is a continuation of the current services, activity, and programs of the District.*

For FY20, Level Service + OPEB translates into a spending increase in our Gross Operating Expenses (after Offsets) of \$1,902,703\* or 5.97% versus the FY19 Budget.

\* - Reduced by \$73,000 in expense associated with the SRO Program which was previously approved on February 13, 2019.



# FY20 Budget – District Totals

## Level Service + OPEB: Net Assessment Budget

Total Expenses						
	FY18 BUD	FY18 ACT	FY19 BUD	FY20 BUD	Difference	
General Operating Expense (Before Offsets)	\$ 31,403,624	\$ 31,434,715	\$ 33,097,866	\$ 35,201,408	\$ 2,103,543	6.36%
Expense Offsets	\$ 1,203,808	\$ 1,243,065	\$ 1,203,808	\$ 1,404,648	\$ 200,840	16.68%
General Operating Expenses (After Offsets)	\$ 30,199,816	\$ 30,191,650	\$ 31,894,058	\$ 33,796,760	\$ 1,902,703	5.97%
Debt Service Expense	\$ 2,092,860	\$ 2,092,860	\$ 2,115,275	\$ 398,372	\$ (1,716,903)	-81.17%
<b>TOTAL EXPENDITURES</b>	<b>\$ 32,292,676</b>	<b>\$ 32,284,510</b>	<b>\$ 34,009,333</b>	<b>\$ 34,195,132</b>	<b>\$ 185,799</b>	<b>0.55%</b>

Total Funding Sources						
	FY18 BUD	FY18 ACT	FY19 BUD	FY20 BUD	Difference	
<i>Revenues</i>						
Chapter 70-Base Aid	\$ 3,554,656	\$ 3,606,706	\$ 3,606,706	\$ 3,659,749	\$ 53,043	1.5%
MSBA Debt Service Reimbursement	\$ 1,132,065	\$ 1,132,065	\$ 1,132,065	\$ -	\$ (1,132,065)	-100.0%
State Transportation Reimbursement	\$ 340,686	\$ 340,686	\$ 330,837	\$ 385,868	\$ 55,031	16.6%
Medicaid Reimbursement	\$ 85,000	\$ 175,036	\$ 150,000	\$ 175,000	\$ 25,000	16.7%
Interest Income	\$ 4,000	\$ 13,675	\$ 4,000	\$ 4,000	\$ -	0.0%
Prior Year Unexpended Encumbrances	\$ -	\$ 15,473	\$ -	\$ -	\$ -	#DIV/0!
Other Non-recurring Income (Including Transp)	\$ -	\$ 37,931	\$ -	\$ -	\$ -	#DIV/0!
<b>Total Revenues</b>	<b>\$ 5,116,407</b>	<b>\$ 5,321,571</b>	<b>\$ 5,223,608</b>	<b>\$ 4,224,617</b>	<b>\$ (998,991)</b>	<b>-19.1%</b>
<i>Transfers In From Other Funds</i>						
Excess and Deficiency	\$ 568,821	\$ 568,821	\$ 347,218	\$ 147,396	\$ (199,822)	-57.5%
<b>Total Transfers</b>	<b>\$ 568,821</b>	<b>\$ 568,821</b>	<b>\$ 347,218</b>	<b>\$ 147,396</b>	<b>\$ (199,822)</b>	<b>-57.5%</b>
<b>Total Funding Sources</b>	<b>\$ 5,685,228</b>	<b>\$ 5,890,392</b>	<b>\$ 5,570,826</b>	<b>\$ 4,372,013</b>	<b>\$ (1,198,813)</b>	<b>-21.5%</b>
<b>Total Expenditures</b>	<b>\$ 32,292,676</b>	<b>\$ 32,284,510</b>	<b>\$ 34,009,333</b>	<b>\$ 34,195,132</b>	<b>\$ 185,799</b>	<b>0.5%</b>
<b>Less Total Funding Sources</b>	<b>\$ 5,685,228</b>	<b>\$ 5,890,392</b>	<b>\$ 5,570,826</b>	<b>\$ 4,372,013</b>	<b>\$ (1,198,813)</b>	<b>-21.5%</b>
<b>NET ASSESSMENT including Debt Service</b>	<b>\$ 26,607,448</b>	<b>\$ 26,394,118</b>	<b>\$ 28,438,507</b>	<b>\$ 29,823,119</b>	<b>\$ 1,384,612</b>	<b>4.9%</b>

Total Town Assessments						
	FY18 BUD	FY18 ACT	FY19 BUD	FY20 BUD	Difference	
Hamilton	\$ 17,401,271	\$ 17,401,271	\$ 18,385,495	\$ 19,101,708	\$ 716,213	3.9%
Wenham	\$ 9,206,177	\$ 9,206,177	\$ 10,053,012	\$ 10,721,411	\$ 668,399	6.6%
<b>NET ASSESSMENT including Debt Service</b>	<b>\$ 26,607,448</b>	<b>\$ 26,607,448</b>	<b>\$ 28,438,507</b>	<b>\$ 29,823,119</b>	<b>\$ 1,384,612</b>	<b>4.9%</b>





# FY20 Budget – Summary by DESE Category

## *Level Service + OPEB: Gross Operating Expense Budget*

Summary by DESE Category	FY18	FY19	FY20	Change FY19 to FY20	
	Budget	Budget	Budget	\$	%
Administration	\$ 1,135,489	\$ 1,180,028	\$ 1,208,488	\$ 28,460	2.41%
Capital, Operations, Maintenance	\$ 2,228,122	\$ 2,185,001	\$ 2,188,334	\$ 3,333	0.15%
Guidance, Counseling, Testing	\$ 1,065,718	\$ 1,110,803	\$ 1,132,103	\$ 21,301	1.92%
Inst. Materials	\$ 873,876	\$ 1,006,104	\$ 901,817	\$ (104,287)	-10.37%
Instructional Leadership	\$ 2,931,318	\$ 3,082,942	\$ 3,144,508	\$ 61,567	2.00%
Insurance, Retirement, Other	\$ 3,978,971	\$ 4,173,276	\$ 4,736,189	\$ 562,913	13.49%
Other Teaching Services	\$ 2,408,619	\$ 2,477,389	\$ 2,589,061	\$ 111,672	4.51%
Prof. Dev.	\$ 209,594	\$ 223,799	\$ 233,943	\$ 10,145	4.53%
Pupil Services	\$ 2,080,527	\$ 2,439,488	\$ 2,596,474	\$ 156,986	6.44%
Teachers	\$ 11,695,832	\$ 12,264,738	\$ 12,616,826	\$ 352,088	2.87%
Tuitions	\$ 2,795,559	\$ 2,954,300	\$ 3,853,666	\$ 899,366	30.44%
<b>Grand Total</b>	<b>\$ 31,403,624</b>	<b>\$ 33,097,866</b>	<b>\$ 35,201,408</b>	<b>\$ 2,103,543</b>	<b>6.36%</b>



# FY20 Budget

## Motions for School Committee Budget Vote

### \*Motion for the FY20 Operating Budget Vote:

Motion: The Hamilton-Wenham Regional School Committee approves an FY20 Total General Fund Expenditures Budget of \$34,195,132. This amount includes General Fund Operating Expenses (after Offsets) in the amount of \$33,796,760 and General Fund Debt Service Expenses in the amount of \$398,372. Furthermore, the Gross Operating Expenses of the District (before Offsets) have been allocated to the DESE-defined Accounts according to the “Summary by DESE Category” chart included in this Budget Presentation dated 3/27/2019. **APPROVED BY A VOTE OF 6-0-0**

### \*Motion for the FY20 Budget Assessment:

Motion: The Hamilton-Wenham Regional School Committee votes to assess the Towns of Hamilton and Wenham a combined total of \$29,823,119 as the amount necessary to operate and maintain the District, as well as pay debt service, for FY20. The District’s Assistant Superintendent shall determine the amount apportioned to each Town, and the District’s Treasurer shall certify such amounts to the respective Treasurers of each Town within 3 business days of this date. **APPROVED BY A VOTE OF 6-0-0**

\* - The Motions above reduces the 2/13/19 SC Adopted Budget by \$73,000 in connection with the SRO expense incorporated therein. The Town of Hamilton has since agreed to fund the SRO Program in its entirety in FY20. As a result, we recommend that the FY20 Budget be adjusted to reflect this change in advance of Town Meeting.

4/6/2019

**FY 2020 ARTICLE 1  
 SPRING ANNUAL TOWN MEETING - BUDGET SUMMARY ANALYSIS  
 COMPARISON OF FISCAL YEAR 2019 TO 2020**

	ACTUAL - DOR FY2017 Recap	ACTUAL - DOR FY2018 Recap	ACTUAL - DOR FY2019 Recap	Projected FY2020 Receipts No Override	INCREASE (DECREASE)	Projected FY2020 Receipts w/ Override #1	INCREASE (DECREASE)	Projected FY2020 Receipts w/ both Overrides	INCREASE (DECREASE)
<b>REVENUES</b>									
LOCAL RECEIPTS	\$ 1,023,014.00	\$ 977,147.00	\$ 992,455.00	\$ 1,248,843.00	\$ 256,388.00	\$ 1,248,843.00	\$ 256,388.00	\$ 1,248,843.00	\$ 256,388.00
WATER - Special Revenue Fund	\$ 417,438.00	\$ 421,617.00	\$ 427,395.00	\$ 445,138.00	\$ 17,743.00	\$ 445,138.00	\$ 17,743.00	\$ 445,138.00	\$ 17,743.00
ASSESSMENT from Hamilton - Joint Library & Pleasant Pond	\$ 725,635.00	\$ 751,203.00	\$ 879,668.00	\$ 982,967.00	\$ 103,299.00	\$ 982,967.00	\$ 103,299.00	\$ 982,967.00	\$ 103,299.00
Local Receipt Subtotal	\$ 2,166,087.00	\$ 2,149,967.00	\$ 2,299,518.00	\$ 2,676,948.00	\$ 377,430.00	\$ 2,676,948.00	\$ 377,430.00	\$ 2,676,948.00	\$ 377,430.00
CHERRY SHEET REVENUE	\$ 430,835.00	\$ 448,610.00	\$ 465,044.00	\$ 464,915.00	\$ (129.00)	\$ 464,915.00	\$ (129.00)	\$ 464,915.00	\$ (129.00)
OTHER (Available Funds)									
Cemetery Funds to offset DPW expenses	\$ 5,000.00	\$ 7,500.00		\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
OVERLAY SURPLUS:									
Longfellow Project	\$ -	\$ -	\$ 60,000.00		\$ (60,000.00)		\$ (60,000.00)		\$ (60,000.00)
<b>TOTAL GROSS REVENUES</b>	<b>\$ 2,601,922.00</b>	<b>\$ 2,606,077.00</b>	<b>\$ 2,824,562.00</b>	<b>\$ 3,149,363.00</b>	<b>\$ 324,801.00</b>	<b>\$ 3,149,363.00</b>	<b>\$ 324,801.00</b>	<b>\$ 3,149,363.00</b>	<b>\$ 324,801.00</b>
<b>LESS: REVENUE OFFSETS</b>									
CHERRY SHEET CHARGES	\$ (223,661.00)	\$ (225,090.00)	\$ (231,168.00)	\$ (156,591.00)	\$ 74,577.00	\$ (156,591.00)	\$ 74,577.00	\$ (156,591.00)	\$ 74,577.00
CHERRY SHEET OFFSETS (Library Offset)	\$ (9,188.00)	\$ (9,317.00)	\$ (9,451.00)	\$ (9,328.00)	\$ 123.00	\$ (9,328.00)	\$ 123.00	\$ (9,328.00)	\$ 123.00
OTHER DEFICITS TO BE RAISED	\$ (10,460.00)	\$ -			\$ -		\$ -		\$ -
OVERLAY (Allowance for Abatements)	\$ (136,123.00)	\$ (135,182.45)	\$ (135,000.00)	\$ (195,000.00)	\$ (60,000.00)	\$ (195,000.00)	\$ (60,000.00)	\$ (195,000.00)	\$ (60,000.00)
<b>NET REVENUE</b>	<b>\$ 2,222,490.00</b>	<b>\$ 2,236,487.55</b>	<b>\$ 2,448,943.00</b>	<b>\$ 2,788,444.00</b>	<b>\$ 339,501.00</b>	<b>\$ 2,788,444.00</b>	<b>\$ 339,501.00</b>	<b>\$ 2,788,444.00</b>	<b>\$ 339,501.00</b>
ARTICLE 2 - FREE CASH USE	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 700,000.00	\$ (50,000.00)	\$ 700,000.00	\$ (50,000.00)	\$ 700,000.00	\$ (50,000.00)
<b>TOTAL REVENUE &amp; FREE CASH</b>	<b>\$ 2,972,490.00</b>	<b>\$ 2,986,487.55</b>	<b>\$ 3,198,943.00</b>	<b>\$ 3,488,444.00</b>	<b>\$ 289,501.00</b>	<b>\$ 3,488,444.00</b>	<b>\$ 289,501.00</b>	<b>\$ 3,488,444.00</b>	<b>\$ 289,501.00</b>
<b>EXPENDITURES</b>									
ARTICLE 1 - SALARIES & WAGES	\$ 3,955,778.00	\$ 4,055,439.00	\$ 4,262,961.00	\$ 4,432,110.00	\$ 169,149.00	\$ 4,432,110.00	\$ 169,149.00	\$ 4,432,110.00	\$ 169,149.00
ARTICLE 1 - TOWN EXPENSES	\$ 3,454,475.00	\$ 3,619,157.00	\$ 3,715,187.00	\$ 4,075,521.00	\$ 360,334.00	\$ 4,075,521.00	\$ 360,334.00	\$ 4,075,521.00	\$ 360,334.00
ARTICLE 1 - TOWN DEBT SERVICE	\$ 778,718.00	\$ 670,810.00	\$ 639,495.00	\$ 616,623.00	\$ (22,872.00)	\$ 616,623.00	\$ (22,872.00)	\$ 616,623.00	\$ (22,872.00)
ARTICLE 1 - H W REG SCHOOL EXPENSES	\$ 8,433,233.00	\$ 8,870,591.00	\$ 9,708,859.00	\$ 9,989,176.00	\$ 280,317.00	\$ 9,989,176.00	\$ 280,317.00	\$ 9,989,176.00	\$ 280,317.00
ARTICLE 1 - SCHOOL DEBT	\$ 340,410.00	\$ 335,586.00	\$ 344,154.00	\$ 143,215.00	\$ (200,939.00)	\$ 143,215.00	\$ (200,939.00)	\$ 143,215.00	\$ (200,939.00)
ARTICLE 1 - REG VOCATIONAL SCHOOL EXPENSES	\$ 189,550.00	\$ 145,894.00	\$ 143,217.00	\$ 159,958.00	\$ 16,741.00	\$ 159,958.00	\$ 16,741.00	\$ 159,958.00	\$ 16,741.00
ARTICLE 1 - REG VOCATIONAL SCHOOL DEBT	\$ -	\$ 18,349.00	\$ 16,829.00	\$ 22,850.00	\$ 6,021.00	\$ 22,850.00	\$ 6,021.00	\$ 22,850.00	\$ 6,021.00
ARTICLE 1 - CAPITAL	\$ 159,000.00	\$ 149,651.00	\$ 172,652.00	\$ 309,147.00	\$ 136,495.00	\$ 309,147.00	\$ 136,495.00	\$ 309,147.00	\$ 136,495.00
ARTICLE 1 - TOTAL EXPENDITURES	\$ 17,311,164.00	\$ 17,865,477.00	\$ 19,003,354.00	\$ 19,748,600.00	\$ 745,246.00	\$ 19,748,600.00	\$ 745,246.00	\$ 19,748,600.00	\$ 745,246.00
ARTICLE 3 - SCHOOL OVERRIDE #1						\$ 499,145.00	\$ 499,145.00	\$ 499,145.00	\$ 499,145.00
ARTICLE 4 - SCHOOL OVERRIDE #2						\$ -	\$ -	\$ 89,875.00	\$ 89,875.00
<b>TOTAL EXPENDITURES INCLUDING OVERRIDE(S)</b>	<b>\$ 17,311,164.00</b>	<b>\$ 17,865,477.00</b>	<b>\$ 19,003,354.00</b>	<b>\$ 19,748,600.00</b>	<b>\$ 745,246.00</b>	<b>\$ 20,247,745.00</b>	<b>\$ 1,244,391.00</b>	<b>\$ 20,337,620.00</b>	<b>\$ 1,334,266.00</b>
<b>NET AMOUNT TO BE RAISED</b> (Total expenditures less total revenues. This amount is subject to the levy limit)	<b>\$ 14,338,674.00</b>	<b>\$ 14,878,989.45</b>	<b>\$ 15,804,411.00</b>	<b>\$ 16,260,156.00</b>	<b>\$ 455,745.00</b>	<b>\$ 16,759,301.00</b>	<b>\$ 954,890.00</b>	<b>\$ 16,849,176.00</b>	<b>\$ 1,044,765.00</b>

4/6/2019

FY 2020 ARTICLE 1  
 SPRING ANNUAL TOWN MEETING - BUDGET SUMMARY ANALYSIS  
 COMPARISON OF FISCAL YEAR 2019 TO 2020

	ACTUAL - DOR FY2017 Recap	ACTUAL - DOR FY2018 Recap	ACTUAL - DOR FY2019 Recap	Projected FY2020 Receipts No Override	INCREASE (DECREASE)	Projected FY2020 Receipts w/ Override #1	INCREASE (DECREASE)	Projected FY2020 Receipts w/ both Overrides	INCREASE (DECREASE)
<b>LEVY LIMIT CALCULATION - EACH SCENARIO</b>									
<b>PRIOR FISCAL YEAR LEVY LIMIT</b>	\$ 13,192,578.73	\$ 13,612,731.00	\$ 14,161,731.53	\$ 15,134,589.81	\$ 972,858.29	\$ 15,134,589.81	\$ 972,858.29	\$ 15,134,589.81	\$ 972,858.29
2 1/2% Increase	\$ 329,814.47	\$ 340,833.53	\$ 354,043.29	\$ 378,364.75	\$ 24,321.46	\$ 378,364.75	\$ 24,321.46	\$ 378,364.75	\$ 24,321.46
School Operating Override			\$ 331,294.00		\$ (331,294.00)	\$ 499,145.00	\$ 167,851.00	\$ 589,020.00	\$ 257,726.00
Current New Growth (Value increases from new building)	\$ 90,337.00	\$ 208,167.00	\$ 287,521.00	\$ 220,000.00	\$ (67,521.00)	\$ 220,000.00	\$ (67,521.00)	\$ 220,000.00	\$ (67,521.00)
<b>LEVY LIMIT - before adding current year debt exclusion</b>	\$ 13,612,730.20	\$ 14,161,731.53	\$ 15,134,589.81	\$ 15,732,954.56	\$ 598,364.75	\$ 16,232,099.56	\$ 1,097,509.75	\$ 16,321,974.56	\$ 1,187,384.75
<b>PROP 2 1/2 DEBT EXCLUSION</b>	\$ 807,410.00	\$ 725,578.00	\$ 742,446.00	\$ 527,705.00	\$ (214,741.00)	\$ 527,705.00	\$ (214,741.00)	\$ 527,705.00	\$ (214,741.00)
School Debt, Town Hall/Police Station, Joint Library									
<b>LEVY LIMIT - Maximum Allowable Levy</b> (Net Amount To Be Raised cannot be higher than this)	\$ 14,420,140.20	\$ 14,887,309.53	\$ 15,877,035.81	\$ 16,260,659.56	\$ 383,623.75	\$ 16,759,804.56	\$ 882,768.75	\$ 16,849,679.56	\$ 972,643.75
GAP: Levy Limit minus the Net Amount To Be Raised.	\$ 81,466.20	\$ 8,320.08	\$ 72,624.81	\$ 503.56		\$ 503.56		\$ 503.56	
<b>PROPERTY VALUATION</b>	\$ 782,524,552.00	\$ 792,256,064.00	\$ 880,932,916.00	\$ 880,932,916.00		\$ 880,932,916.00		\$ 880,932,916.00	
<b>TAX RATE - (Net Amount to be Raised divided by property valuation * \$1,000)</b>	\$ 18.32	\$ 18.78	\$ 18.02	\$ 18.46	\$ 0.44	\$ 19.02	\$ 1.00	\$ 19.13	\$ 1.11

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**NEW BUSINESS**

**G.**

**Other matters, as may not have been reasonably  
anticipated by the Chair  
(Discussion Only)**

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**OLD BUSINESS**

**H.**

**Potential Approval of New North Shore Regional  
Emergency Communications Center  
Intermunicipal Agreement with State 911  
*(10 Minutes)***

- Draft Motion
- Proposed Intermunicipal Agreement for the Joint Provision of Public Safety Communications, Dispatch and Operations Services
  - Attachment A: Core Services for Members

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**DRAFT MOTION**

**North Shore Regional Emergency Communication  
Center Intermunicipal Agreement with State 911**

- **Vote:** I move to approve the proposed Intermunicipal Agreement for the Joint Provision of Public Safety Communications, Dispatch and Operations Services between the Commonwealth of Massachusetts State 911 Department and member towns for a period beginning July 1, 2019 and ending July 1, 2029, to authorize Catherine Harrison, Board of Selectmen Chair, to execute the agreement on the Board's behalf, and to request a status update from the Police Chief, Fire Chief and Town Administrator on or before December 31, 2019 regarding their six month assessment of the North Shore RECC.

Seconded / Discussion/ Vote

**INTERMUNICIPAL AGREEMENT**  
**FOR THE JOINT PROVISION OF PUBLIC SAFETY**  
**COMMUNICATIONS, DISPATCH AND OPERATIONS**  
**SERVICES**

**THIS AGREEMENT** is entered into by and between the Commonwealth of Massachusetts State 911 Department (or "State 911 Department") and those cities and towns, acting by and through their Mayor, Town Managers or Administrators, or Board of Selectmen, as applicable, which execute this agreement (hereinafter referred to singularly as the "Member" or collectively as the "Members"), as follows:

**WHEREAS**, the State 911 Department and the Members agree to continue with a regional emergency communications center ("RECC") under the supervision and control of the State 911 Department to render 911 answering and emergency dispatch, communications and operations services as appropriate to their joint and respective needs; and

**WHEREAS**, the State 911 Department and the Members are authorized to undertake this Agreement pursuant to the provisions of M.G.L. c 40, §§4A and 4D.

**NOW, THEREFORE**, the State 911 Department and the Members, in consideration of the covenants and mutual promises contained herein, hereby agree as follows:

**1. TERM**

This Agreement shall take effect on July 1, 2019. This Agreement shall continue in effect for a period of ten (10) years from such date, or until July 1, 2029. Such period may be extended for an additional term as agreed upon by the State 911 Department and some or all of the Members. Upon the July 1, 2019 effective date, this Agreement shall supersede the agreement between the Essex County Sheriff and the Members for 911 services.

**2. ORGANIZATIONAL STRUCTURE**

Up until the effective date of this Agreement, the 911 center in



Middleton, located in a building on the property of the Essex County Sheriff, consisted of the Essex Regional Emergency Communications Center ("Essex RECC") and Essex Wireless 911 Center, both under the supervision and control of the Essex County Sheriff. Upon the effective date of this Agreement and thereafter, the entire facility shall be known as the North Shore Regional 911 Center, which will consist of the North Shore Regional Emergency Communications Center ("North Shore RECC") and the North Shore Wireless 911 Center, both under the supervision and control of the State 911 Department.

The employees of the North Shore Regional 911 Center shall be State 911 Department employees. The State 911 Department shall have the sole responsibility and authority to oversee, direct, manage, and supervise the operations of the North Shore Regional 911 Center, and to hire, set the compensation for, supervise, discipline and terminate all North Shore Regional 911 Center personnel. The State 911 Department will consult with the Executive Advisory Board before hiring the Director of the North Shore Regional 911 Center. Within the State 911 Department organization, the employees of the North Shore Regional 911 Center will be in a division known as "State 911 Department PSAP Operations Division-North Shore".

### **3. APPLICABILITY**

This Agreement shall apply only to the administration and operation of the North Shore RECC.

### **4. FINANCIAL RESPONSIBILITY**

Upon the effective date of this Agreement, those Members of the Essex RECC who have executed this Agreement shall become Members of the North Shore RECC. Such Members shall bear no financial responsibility to support the administration and operation of the North Shore RECC, including new equipment purchases and future capital improvements and related

maintenance, and facility maintenance and operation, during the term of this Agreement. All new equipment and future capital improvements purchased with State 911 Department funds for the administration and operation of the North Shore RECC shall be owned by the State 911 Department.

The Essex County Sheriff shall furnish and transfer to the State 911 Department, in accordance with the Commonwealth's surplus property program requirements, all equipment, consoles, monitors, headsets, printer(s), fax machines, and other equipment paid for with State 911 Department grant funds and previously used by the Essex RECC to provide 911 services. The State 911 Department shall be responsible for the maintenance of equipment furnished for its use and transferred to it by the Essex County Sheriff.

#### **5. ADVISORY BOARDS**

Four (4) Advisory Boards shall advise the State 911 Department on matters pertaining to the administration and operation of the North Shore RECC. The Executive Advisory Board shall have decision-making authority regarding the issues outlined in Section 5F, below.

A. The Fire Advisory Board shall consist of the fire chiefs from each Member community. The Board shall elect a Chair.

B. The Police Advisory Board shall consist of the police chiefs from each Member community. The Board shall elect a Chair.

C. The Police and Fire Advisory Boards shall each meet at least semi-annually, but more frequently as necessary, and each shall advise the State 911 Department on operating policies and procedures for the operation of the North

Shore RECC. Such Advisory Boards also shall meet together, as necessary.

D. The Administrative Advisory Board shall be comprised of either the Mayor, Town Manager, or Town Administrator of each Member community. The Board shall elect a Chair. The Board shall meet at least semi-annually, but more frequently as necessary, and shall advise the State 911 Department on the budget and operation the North Shore RECC.

E. The Executive Advisory Board shall be comprised of the Chair of Administrative Advisory Board, three (3) at large Members from the Administrative Advisory Board, the Chair of the Police Advisory Board, one (1) at large Member from the Police Advisory Board, the Chair of the Fire Advisory Board, and one (1) at large Member from the Fire Advisory Board. The Executive Advisory Board shall elect a Chair. The Executive Advisory Board shall meet quarterly, but more frequently as may be necessary, to advise the State 911 Department on the administration, budget, and operation of the North Shore RECC, including admittance of new members to the North Shore RECC.

F. The Executive Advisory Board shall have the authority to:

1. Approve the annual operating and staffing plans of the North Shore RECC and changes thereto, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

2. Approve the details of the transition to a shared radio frequency system, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.
3. Approve operating policies and procedures that govern the operations of the North Shore RECC, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

G. The Director of the North Shore RECC, Deputy Director of the North Shore RECC, and/or other representatives of the State 911 Department shall be in attendance at all Advisory Board meetings. The State 911 Department reserves the right to review all decisions of the Executive Advisory Board to ensure consistency with the State 911 Department's operational and budgetary objectives, and may make revisions or adjustments to those decisions consistent with those objectives, as necessary. In addition, the State 911 Department shall decide matters before the Executive Advisory Board that resulted in a tie vote.

H. All Advisory Board meetings shall be conducted in accordance with the requirements of the Commonwealth's Open Meeting Law. A quorum of each Board shall be required to convene all meetings. A quorum of each Board shall consist of at least fifty (50) percent of its Member representatives. Any motion offered for action by each Board shall be deemed adopted when a majority of Member representatives present and voting votes in favor of such action.

I. Member representatives that are not elected officials shall serve at the pleasure of their respective appointing authorities until they resign or a successor is appointed.

#### **6. NORTH SHORE RECC SERVICES**

The North Shore RECC shall provide core services for Members as listed on Attachment A. To improve efficiencies and situational awareness and reduce errors, monitoring shared Member radio frequencies is listed as a core service on Attachment A. The North Shore RECC shall transition to a shared radio frequency system within four (4) years after the effective date of this Agreement, unless otherwise extended as necessary. The details of such transition shall be developed and approved by the Executive Advisory Board, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

#### **7. RECORDS AND REPORTS**

The State 911 Department shall ensure the creation and maintenance of all records and reports, including an annual report, pertinent to the business of the North Shore RECC. All records shall be maintained in accordance with the requirements of the Commonwealth's Public Records Law.

#### **8. ADMISSION OF ADDITIONAL MEMBERS**

The State 911 Department, after consultation with the Executive Advisory Board, shall determine, in its sole discretion, whether to admit additional Members to the North Shore RECC, and the terms and conditions of such admittance.

#### **9. WITHDRAWAL**

There shall be two (2) withdraw options, as set forth below in Sections 9A and 9B. Each option is independent of each other. Both

options may be invoked by a Member separately within the applicable timeframes.

A. Any Member may withdraw from this Agreement after two (2) years following the date of the Agreement (July 1, 2021 withdraw date) by providing at least one (1) year written notice of withdraw to the State 911 Department and other Members by July 1, 2020. There shall be no financial consequence to any Member whom withdraws in compliance with this provision if at the withdraw date it becomes part of a regional PSAP or RECC that is operational on the withdraw date, either at the Member's location or at another location, and such action does not result in an increase in the overall number of PSAPs in the Commonwealth. If this is not the case, or if the Member seeks to become a primary PSAP, then at the withdraw date the Member may be subject to financial consequences as determined by the State 911 Department. If at the withdraw date, the Member has not formed or joined an operational regional PSAP or RECC as described above, or has not become a primary PSAP, then the written notice of withdraw shall be deemed waived and the Member shall remain in the North Shore RECC. In addition, at any time before July 1, 2021, a Member, on its own motion, may rescind its written notice of withdraw and shall remain in the North Shore RECC.

B. Any Member may withdraw from this Agreement after five (5) years following the date of the Agreement (July 1, 2024 withdraw date) by providing at least two (2) years written notice of withdraw to the State 911 Department and other Members by July 1, 2022. There shall be no financial consequence to any Member whom withdraws in compliance with this provision if at the withdraw date it becomes part of a regional PSAP or RECC that is operational on the withdraw date, either at the Member's location or at another location, and such action does not result in an increase in the overall number of PSAPs in the Commonwealth. If this is not the case,

or if the Member seeks to become a primary PSAP, then at the withdraw date the Member may be subject to financial consequences as determined by the State 911 Department. If at the withdraw date, the Member has not formed or joined an operational regional PSAP or RECC as described above, or has not become a primary PSAP, then the written notice of withdraw shall be deemed waived and the Member shall remain in the North Shore RECC. In addition, at any time before July 1, 2024, a Member, on its own motion, may rescind its written notice of withdraw and shall remain in the North Shore RECC.

**10. FISCAL YEAR**

The fiscal year of the RECC shall begin on July 1<sup>st</sup> and end on the following June 30<sup>th</sup>.

**11. AMMENDMENT OF AGREEMENT**

The Members may propose amendments to this Agreement by approval by two thirds (2/3) vote of the Executive Advisory Board. Any such amendments are subject to the review and approval of the State 911 Department.

**12. DISSOLUTION**

This Agreement shall dissolve upon the expiration of its term, unless otherwise extended for an additional term as agreed upon by the State 911 Department and some or all of the Members.

**13. 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 more parties would be substantially or materially prejudiced.

**14. GOVERNING LAW**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

**15. 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. This Agreement shall not be modified or amended except by a written document executed by the parties hereto.

THIS AGREEMENT is made by and between the State 911 Department and the Members Signatory hereto, each duly authorized.



For the Massachusetts State 911 Department:

X Frank Pozniak

Name: Frank Pozniak

Title: Executive Director

Date: 3/25/19

For the City of Amesbury:

X \_\_\_\_\_

Name: Kenneth Gray

Title: Mayor, City of Amesbury

Date: \_\_\_\_\_

For the Town of Essex:

X \_\_\_\_\_

Name: Lisa J. O'Donnell

Title: Chairman, Essex Board of Selectman

Date: \_\_\_\_\_

For the Town of Middleton:

X \_\_\_\_\_

Name: Andrew J. Sheehan

Title: Town Administrator, Town of Middleton

Date: \_\_\_\_\_

For the Town of Topsfield:

X \_\_\_\_\_

Name: Mark B. Lyons

Title: Chairman, Topsfield Board of Selectman

Date: \_\_\_\_\_

For the Town of Wenham:

X \_\_\_\_\_

Name: Catherine Harrison

Title: Chairman, Wenham Board of Selectman

Date: \_\_\_\_\_

## Attachment A

### Core Services for Members

1. 911 Public Safety Answering Point (PSAP):
  - Answer Emergency 911 calls
  - Answer business lines on emergency basis
  - Monitor Member shared radio frequencies
  - Monitor Mutual Aid Radio frequencies (BAPER, CMED, MEMA, Fire District Control Point for situational awareness purposes)
  - Dispatch Police Fire and Ambulance resources for member communities including mutual aid and dispatch
  - Emergency notifications to utility companies, DPW, animal control, etc.
2. CJIS/Criminal record inquiries/Arrest packets for **active calls for service**
3. Incident involvements for active incidents **IF** CAD allows backfill
4. Detail requests – forwarding name/number to single POC
5. Enter calls for service entries
6. Entering NCIC Warrants, Missing Persons, etc.
7. CAD Administrator
8. CAD Statistics
9. Automatic text/email Fire pages
10. Notifying DPW after hours – Single POC
11. Notifying ACO 24/7-one notification (page/call)
12. Requesting Tow Company
13. Monitor IAMRESPONDING
14. Lobby Interactions
15. Monitoring Fire Alarms for Middleton and Wenham
16. Emergency Notifications Systems

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**OLD BUSINESS**

**I.**

**Potential Approval of Common Victualler License  
for The Bagel Shop – Hamilton-Wenham**

*(5 Minutes)*

- Draft Motion
- Application for Common Victualler License from Hunter Tuccio, The Bagel Shop
- Check for \$50
- Worker's Compensation Insurance Affidavit
- Tax Law Compliance Attestation
- Email regarding The Bagel Shop Permitting from Jackie Bresnahan, Permitting Coordinator & Special Projects Manager, March 29, 2019

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**DRAFT MOTION**

**Common Victualler License –  
The Bagel Shop of Hamilton-Wenham**

- **Vote:** I move to approve a Common Victualler License for The Bagel Shop-Hamilton-Wenham for a period beginning April 2, 2019 through December 31, 2019, contingent on receipt of all necessary Town permits and approvals.

Seconded / Discussion/ Vote



# TOWN OF WENHAM

## APPLICATION FOR A COMMON VICTUALLER LICENSE

The undersigned makes application for a Common Victualler License, under the provision of M.G.L., Chapter 140, Section 2, with the privilege of doing business on Sunday, to be exercised on the following described premises, to wit. Before submitting this application, inspectional approvals must be received from, including but not limited to, the: Board of Health, Building Department, Electrical Inspector, Plumbing and Gas Inspector, and Fire Department. The Licensing Board requires that the license, if granted, be reviewed annually for a fee of \$50.00 and cannot be transferred or sold without the consent of the Licensing Board.

Business Address (street and number) 158 Main St

New or existing location? Existing Location

Number of Rooms: 1 1<sup>st</sup> floor 0 2<sup>nd</sup> floor 0 3<sup>rd</sup> floor

Description of the Premises Single floor, retail, parking in front of in rear  
 Dimensions of Location 46ft x 27ft = 1,242 Sq. ft.

What is the total seating capacity? 0

Hours of Operation 6:30am - 3pm [weekdays] 7am - 3pm [weekends]

Type of Food to be Served Coffee, bagels, cream cheese, deli meats, vegetables, Eggs

Planned entertainment (radio, tv, live music) none

Individual/Partnership

Name(s) Hunter Tuccio / Brookes Townsend

Address(es) 3 Oak St Beverly Farms, MA 01915 Home Phone # 203-885-2010

Corporation

Name(s) Townsend Smith & Tuccio Investment Group

Address(es) 3 Oak St Beverly Farms, MA 01915 Home Phone # 203-885-2010

Business Name The Bagel Shop - Hamilton/Wenham Telephone # 203-885-2010

Name of Manager: Hunter Tuccio

The applicant, in signing this form agrees that he or she has read the above and will conform to same.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Tom Smith  
203-254-6811

HOLD TO LIGHT TO VIEW THIS WATER MARK IN PAPER. FEEL SMOOTH TO RED LIGHT OR IN PAPER VIBES HEATED

2091

TST GROUP INC  
3 OAK ST  
BEVERLY, MA 01915

DATE 3/15/19 53-7055/2113

PAY TO THE ORDER OF Town of Wenham \$ 50  
fifty DOLLARS

FOR SalemFive  MP



Details on back  
Security Features







The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 Office of Investigations  
 600 Washington Street  
 Boston, MA 02111  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

**Applicant Information**

Please Print Legibly

Business/Organization Name: TST Group DBA The Bagel Shop

Address: 158 Main St

City/State/Zip: Wenham Ma 01884 Phone #: 978 9696913 (may change)

**Are you an employer? Check the appropriate box:**

1.  I am an employer with 10 employees (full and/or part-time).\*
2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

5.  Retail
6.  Restaurant/Bar/Eating Establishment
7.  Office and/or Sales (incl. real estate, auto, etc.)
8.  Non-profit
9.  Entertainment
10.  Manufacturing
11.  Health Care
12.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

**I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.**

Insurance Company Name: Berkshire Hathaway Group

Insurer's Address: P.O. Box A-H 16 S. River St

City/State/Zip: Wikes Barre PA 18703 -0020

Policy # or Self-ins. Lic. # TSBP065210 Expiration Date: 1/8/2000

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

**I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.**

Signature: [Signature] Date: 3/17/19

Phone #: [Redacted]

**Official use only. Do not write in this area, to be completed by city or town official.**

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):  
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
 6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

# TOWN OF WENHAM

## TAX LAW COMPLIANCE ATTESTATION FORM

I certify under penalties of perjury that I, to my best knowledge and belief, have filed all State tax returns and paid all State taxes required under law.


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Social Security Number if an Individual

Or

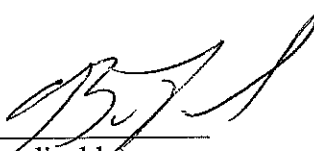
4	6	--	4	9	5	6	9	4	0
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Federal Identification Number for your company (if you have one)

  
\_\_\_\_\_  
Signature of Individual

Brookus Townsend  
\_\_\_\_\_  
Print Name of Individual Signing

TST Group Inc (Const to Const of America)  
Corporate Name (if applicable) we have had a couple name changes

By: Brookus Townsend   
\_\_\_\_\_  
Corporate Officer Signature and print (if applicable)

Date: 3/19/19

Your Social Security number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law, Chapter 62C, Section 49A.

## Nicole Roebuck

---

**From:** Jacqueline Bresnahan  
**Sent:** Friday, March 29, 2019 9:46 AM  
**To:** Nicole Roebuck  
**Subject:** RE: The Bagel Shop

Hi Nicci,  
They are working with Fire on a couple of code compliance items. Everything else is the same as below.  
Thanks,  
Jackie

**Jackie Bresnahan**  
**Permitting Coordinator and Special Projects Manager**  
**Town of Wenham**  
**138 Main Street – (978)468-5520 x. 4**  
[permitting@wenhamma.gov](mailto:permitting@wenhamma.gov)

---

**From:** Nicole Roebuck  
**Sent:** Friday, March 29, 2019 9:36 AM  
**To:** Jacqueline Bresnahan  
**Subject:** RE: The Bagel Shop

Hi Jackie,

Any additional updates on The Bagel Shop for the BOS meeting Tuesday, April 2<sup>nd</sup>?

**Nicci Roebuck**  
*Executive Assistant*  
*Town Administrator's Office*

**Town of Wenham**  
138 Main Street, Wenham, MA 01984  
978-468-5520 x2

---

**From:** Jacqueline Bresnahan  
**Sent:** Monday, March 25, 2019 3:11 PM  
**To:** Nicole Roebuck  
**Subject:** RE: The Bagel Shop

Hi Nicci,  
See the updated status on the Bagel Shop in bold:

BOH-Septic- awaiting a Title V report to be submitted to Greg – **Completed.**  
BOH-Food- awaiting the Food Establishment Plan Review application and necessary attachments and a check for \$100 – **Completed 3.25.19. Final inspection to take place just before opening date.**  
Bldg- Electrician and Plumber will pull permits for new fixtures after Bobbie approves the layout per the FDA Food Code – **Work will occur this week and next based on the food establishment plan review being signed off today.**  
Bldg- working with Brian on Zoning Compliance for the signage in the window – **All set.**  
HDC- Scheduled for the meeting on March 21 for all exterior changes including all signage. – **Signage was approved by the HDC on March 21, 2019.**

Brian will do an annual inspection after the plumbing and electrical has been completed. I'm not sure where they are with Fire right now, but I reached out to Jeff today.  
Please let me know if you need more information.  
Thanks,  
Jackie

**Jackie Bresnahan**  
**Permitting Coordinator and Special Projects Manager**  
**Town of Wenham**  
**138 Main Street – (978)468-5520 x. 4**  
[permitting@wenhamma.gov](mailto:permitting@wenhamma.gov)

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**From:** Jacqueline Bresnahan  
**Sent:** Tuesday, March 12, 2019 9:43 AM  
**To:** Nicole Roebuck  
**Subject:** RE: The Bagel Shop

That's good to know. Thanks! I'll keep you update on the permitting progress.  
Thanks,  
Jackie

**Jackie Bresnahan**  
**Permitting Coordinator and Special Projects Manager**  
**Town of Wenham**  
**138 Main Street – (978)468-5520 x. 4**  
[permitting@wenhamma.gov](mailto:permitting@wenhamma.gov)

---

**From:** Nicole Roebuck  
**Sent:** Tuesday, March 12, 2019 9:41 AM  
**To:** Jacqueline Bresnahan  
**Subject:** RE: The Bagel Shop

Super! Thanks for this. The way I read the MGL, any establishment serving food on site is required to have a CV. I checked Newbury's list of renewals from their December meeting, and they require Tendercrop to hold a CV license there.

**Nicci Roebuck**  
*Executive Assistant*  
*Town Administrator's Office*

**Town of Wenham**  
138 Main Street, Wenham, MA 01984  
978-468-5520 x2

---

**From:** Jacqueline Bresnahan  
**Sent:** Tuesday, March 12, 2019 9:21 AM  
**To:** Nicole Roebuck  
**Subject:** RE: The Bagel Shop

Hi Nicci,  
Here you go: Thomas Smith [thomassmith247@gmail.com](mailto:thomassmith247@gmail.com)

He is coming in on Wednesday or Thursday to submit to BOH and HDC. Here is where he currently stands with the Permitting Office:

BOH-Septic- awaiting a Title V report to be submitted to Greg  
BOH-Food- awaiting the Food Establishment Plan Review application and necessary attachments and a check for \$100  
Bldg- Electrician and Plumber will pull permits for new fixtures after Bobbie approves the layout per the FDA Food Code  
Bldg- working with Brian on Zoning Compliance for the signage in the window  
HDC- Scheduled for the meeting on March 21 for all exterior changes including all signage.

Hendersons should have one already, but maybe they were missed? Is Tendercrop still required to have one as a farm?  
Thanks,  
Jackie

**Jackie Bresnahan**  
**Permitting Coordinator and Special Projects Manager**  
**Town of Wenham**  
**138 Main Street – (978)468-5520 x. 4**  
[permitting@wenhamma.gov](mailto:permitting@wenhamma.gov)

---

**From:** Nicole Roebuck  
**Sent:** Tuesday, March 12, 2019 9:17 AM  
**To:** Jacqueline Bresnahan  
**Subject:** The Bagel Shop

Hi Jackie,

Do you have an email address for Tom Smith with The Bagel Shop? I thought it would be best for me to email him a few forms regarding Tax Attestation & Worker's Comp Compliance. Since this is the first new restaurant outside of those with liquor licenses (since I've been here), I'm pulling old instructions together.

They will need a Common Victualler's license. I'd like to add it to either the March 26<sup>th</sup> (possible) or April 2<sup>nd</sup> BOS meeting agendas.

Let's discuss where they are in terms of inspections on your end.

Based on the MGL c.140, s.2, I believe Hendersons and Tendercrop should both have CV licenses. This is something that I think would make sense to add at renewal season.

Thanks,  
Nicci

**Nicci Roebuck**  
*Executive Assistant*  
*Town Administrator's Office*

**Town of Wenham**  
138 Main Street, Wenham, MA 01984  
978-468-5520 x2

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**OLD BUSINESS**

**J.**

**Review and Potential Approval of First Church  
Community Preservation Act Grant Agreement**

*(10 Minutes)*

- Draft Motion
- Email regarding Proposed Draft Agreement from William Weihs, March 28, 2019
- Proposed Community Preservation Act Agreement between the Town of Wenham and First Church in Wenham

## Peter Lombardi

---

**From:** Bill Weihs <williamweihs@gmail.com>  
**Sent:** Thursday, March 28, 2019 11:15 AM  
**To:** Peter Lombardi  
**Cc:** Peter Twining; JWilhelm; Mike Duda  
**Subject:** Re: Revised Draft Grant Agreement - Town Clock

Hi Peter,

Thanks! Yes, we provided receipts with the Church's CPA application. Let me know if you require another copy.

Kind regards,  
Bill

On Thu, Mar 28, 2019 at 11:02 AM Peter Lombardi <[PLombardi@wenhamma.gov](mailto:PLombardi@wenhamma.gov)> wrote:

Thank you for the quick turnaround, Bill. I have asked town counsel to review your proposed revisions to the provisions related to liability and indemnification as those are based on standard language we include in CPA grant agreements and many other contracts.

Have you provided us with receipts for the \$14k of work that was completed? I cannot find such in my files.

Thanks again,

Peter

Peter Lombardi

Town Administrator

138 Main Street

Wenham, MA 01984

978-468-5520 x.2

<http://wenhamma.gov>

**From:** Bill Weihs [mailto:[williamweihs@gmail.com](mailto:williamweihs@gmail.com)]  
**Sent:** Thursday, March 28, 2019 10:41 AM  
**To:** Peter Lombardi  
**Cc:** Peter Twining; JWilhelm; Mike Duda  
**Subject:** Revised Draft Grant Agreement - Town Clock

Hello Peter,

Attached are First Church's revisions to the proposed Grant Agreement for refurbishmen

First Church greatly appreciates your assistance in moving this matter along.

We look forward to hearing from you.

Kind regards,  
Bill Weihs

First Church in Wenham, Trustee

**From:** Peter Lombardi <[PLombardi@wenhamma.gov](mailto:PLombardi@wenhamma.gov)>  
**Date:** March 26, 2019 at 8:33:35 PM EDT  
**To:** 'William Weihs' <[williamweihs@gmail.com](mailto:williamweihs@gmail.com)>  
**Cc:** 'Peter Twining' <[petertwining@comcast.net](mailto:petertwining@comcast.net)>  
**Subject:** RE: Revised Email

Hi Bill,



Thanks for attending tonight's BOS meeting. As discussed, attached is a copy of the revised draft grant with edits and so look forward to receiving a redlined version back from you with any such proposed changes. I'm hopeful we will be able to do just that.

Thank you again,

Peter

Peter Lombardi

Town Administrator

138 Main Street

Wenham, MA 01984

978-468-5520 x.2

<http://wenhamma.gov>

--

Bill Weihs

978.998.5153

--

Bill Weihs

978.998.5153

**WENHAM, MASSACHUSETTS**

**COMMUNITY PRESERVATION ACT**

**GRANT AGREEMENT WITH FIRST CHURCH OF WENHAM**

This Grant Agreement (this "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **Town of Wenham** (the "Town"), a Massachusetts municipal corporation, acting by and through the Board of Selectmen, having its usual place of business at Wenham Town Hall, 138 Main Street, Wenham, MA 01984, and **First Church of Wenham, Inc., (Congregational), a Massachusetts religious corporation,** ("Grantee"), having an address of 137 Main Street, Wenham, MA 01984.

WITNESSETH:

WHEREAS, Grantee is the owner of certain property located at 137 Main Street, Wenham, and shown on Assessors Map 19 as Parcel 28 (the "Property"), which Property is improved by a historic church building (the "Building") with a clock tower; and

WHEREAS, the Wenham Community Preservation Committee (the "CPC") invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the "Act");

WHEREAS, Grantee submitted to the CPC an application for funds under Act, a copy of which is attached hereto as Exhibit A and incorporated herein, including the amount of \$14,100.00 (the "Proposal") for the purpose of repairing and repainting the face and hands of the Town-owned clock (the "Town Clock") located on the clock tower (the "Project"); and

WHEREAS, the CPC reviewed and approved the Proposal and recommended that Town Meeting appropriate the funds therein requested for the purposes of undertaking the Project; and

WHEREAS, Town Meeting thereafter appropriated \$14,100.00 by vote under Article 10(2) of the April 2, 2016 Annual Town Meeting to fund the Project, a copy of which vote is attached hereto as Exhibit B; and

WHEREAS, according to the Town, in 1867, the residents of Wenham procured a Town Clock that was installed in the Grantee's belfry and operated for the next 63 years before needing to be replaced; and

WHEREAS, ~~according to the Town~~, in 1930, the Trustees of the Grantee voted to permit the Town to install the current Town Clock in the Grantee's belfry and to make certain necessary alterations to ensure the integrity of the structure that would house the Town Clock and related weights; and

WHEREAS, the Town has maintained and operated the Town Clock in good condition and repair since its original installation, and accepts responsibility for continuing such maintenance and operation; and

WHEREAS, the Town will provide all necessary insurance coverage for the Town Clock;  
and

WHEREAS, as determined by the Town, the Town Clock is an important historical asset owned by the Town, and the use of the Funds granted under the CPA to maintain this publicly-owned historic resource serves a public interest;

NOW THEREFORE, the Town and Grantee wish to set forth in this Grant Agreement the terms and conditions of the Grant, and hereby agree as follows:

### Agreement

1. Recitals. The recitals above are true and accurate and are incorporated herein by reference.
2. Funding. As recommended by the CPC under Article 10(2) of the April 2, 2016 Town Meeting, and as appropriated by said Town Meeting, the Town agrees to pay grant Grantee up to the sum of \$14,100.00 (the "Funds" or the "Grant Amount") on the condition that Grantee shall have used the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and in accordance with the terms of this Agreement; notwithstanding the foregoing, the Town confirms that as of the date of this Agreement it has made this determination;
3. Conditions. The award of the Grant Funds to Grantee is conditioned upon the following conditions:
  - (a) Grantee shall have performed the Work in accordance with "The Secretary of the Interior's Standards for the Treatment of Historic Properties" (36 CFR 67 and 68), as these may be amended from time to time (the "Secretary's Standards");
  - (b) The parties acknowledge that the Town Clock is an important historical asset owned by the Town, and the use of the Funds granted under the CPA to maintain this publicly-owned historic resource serves a public interest;
  - (e)(a) As in the past Grantee agrees to provide suitable access to the Town in order to maintain and operate the Town Clock;
  - (e)(b) As in the past Grantee agrees to display the Town Clock in the clock tower of the Building at all times, except when the Town Clock is under repair. Grantee shall ensure that the face of the Town Clock remains visible and is not obstructed by foliage or by other means; and
  - (e)(c) Grantee shall repair any damage to the Town Clock, including, without limitation, any damage that may be caused by the telecommunications equipment located in the clock tower; notwithstanding the foregoing, the Town agrees with Grantee that as of the date of this Agreement the Town has inspected the condition of the Town Clock and is not aware of any such damage to the Town Clock.

4. Payment: Inspections. ~~Based on the records heretofore received and reviewed by the Town evidencing that Grantee has expended at least the Grant Amount for the repair of the Town Clock. The~~ Town shall now disburse the Grant Amount amounts to the Grantee and the Grantee acknowledges receipt of the same, for the cost of performing the Work, which shall be evidenced by invoices documenting work done and funds expended. ~~Any~~The entire cost of performing the Work in excess of the Grant Amount shall be paid by Grantee.
5. Record-Keeping. Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the Town. During normal business hours and as often as the Town may deem necessary, the Town shall have full and free access to such records and may examine and copy such records at no cost or expense to Grantee.
6. Default: Termination. ~~In the event Grantee fails to fulfill any of its obligations under this Agreement and such failure is not cured within thirty (30) days after the Town has given written notice to Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to Grantee. Upon receipt of said termination notice, Grantee shall cease to incur additional expenses in connection with this Agreement, and the Town shall be free to pursue any available rights or remedies, including without limitation, to recapture of Funds. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 6 through 9 shall survive said expiration or earlier termination. In the event the Town is required to take legal action under this Agreement for enforcement or otherwise and prevails in such action or Grantee acknowledges that a violation has occurred, Grantee shall be liable for all of the Town's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs.~~
7. Return of Funds. ~~In the event Grantee fails to fulfill any of its obligations under this Agreement and this Agreement is terminated pursuant to Section 6, any funds paid to Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of Grantee, Grantee shall be liable to repay to the Town the entire amount of the Grant Amount provided under this Agreement, and the Town may take such steps as it deems advisable, including legal action, to recover such funds. Any funds so returned or recovered shall be placed in the Town Community Preservation Fund.~~
8. Liability of the Town and Grantee. ~~The Town's obligation hereunder shall be to make the payment specified in Section 2 of this Agreement, provided that Grantee complies with the terms hereof, including the conditions set forth in Section 3. The Town agrees shall be under further obligation~~ to maintain and operate the Town Clock in good working order and to provide suitable insurance coverage for such. Nothing in this Agreement shall be construed ~~to render the Town liable for any other obligation under this Agreement or to~~ render any

ected or appointed official or employee of the Town or of Grantee, or their successors in office, personally liable for any obligation under this Agreement.

7. Cross-Indemnifications. (a) Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, representatives and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, of any nature whatsoever arising as a result of (a) any injury to person or property resulting from the Work, (b) the quality of the Work, (c) Grantee's performance of the Work or the negligence or misconduct of Grantee or Grantee's agents, employees, contractors and invitees, (d) the failure of any contractor hired by Grantee to perform the Work or any other act or omission of any such contractor, and (e) any and all claims for the payment by the Town of any amount in excess of the Grant Amount. In connection with the foregoing, the Town confirms that it has inspected and approved the Work.

9. (b) The Town shall indemnify, defend, and hold Grantee and its officers, employees, representatives and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, of any nature whatsoever arising as a result of (a) any injury to person or property resulting from the Town's obligation under Section 6 of this Agreement. (b) the quality of the work by the Town under Section 6 of this Agreement. (c) the Town's performance of the work or the negligence or misconduct of the Town or the Town's agents, employees, contractors and invitees under Section 6 of this Agreement. (d) the failure of any contractor hired by the Town to perform the work under Section 6 of this Agreement or any other act or omission of any such contractor, and (e) any and all claims for the payment by the Town of any amount in excess of the Grant Amount.

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10.8. Independent Status. The Town and Grantee acknowledges and agrees that each is acting in a capacity independent of the other Town, and neither shall not be considered an employee or agent of the other Town for any purpose.

11.9. Compliance with Laws. Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Work performed pursuant to this Agreement and the Town agrees to the same with respect to its obligations under this Agreement. Grantee and Grantee's contractors shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of Grantee to comply with the previous sentence.

12.10. Representations and Warranties. The parties each Grantee hereby represents and warrants to the other that this Agreement constitutes a valid and binding agreement of that party Grantee.

13.11. 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.

| 14.12. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a 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.

| 15.13. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

Exhibits:

Exhibit A: Proposal

Exhibit B: Town Meeting Vote

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

**GRANTEE:**  
First Church of Wenham

**TOWN OF WENHAM,**  
By its Board of Selectmen

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_

**EXHIBIT A**  
**PROPOSAL**



**EXHIBIT B**  
TOWN MEETING VOTE

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**OLD BUSINESS**

**K.**

**Status Update on Selection of Consulting Firms  
for Town Administrator Recruitment**

*(15 Minutes)*

- Draft Motion
- Request for Qualifications, Executive Search Consultant for the Town of Wenham, Town Administrator, March 13, 2019
- Response to RFQ, Town of Wenham, MA, Executive Search Consultant for Town Administrator, Municipal Resources, Inc., March 2019

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**DRAFT MOTION**

Town Administrator Recruitment

- Vote: I move to approve a contract with Municipal Resources, Inc. for executive recruitment services for the Town Administrator position in an amount not to exceed \$14,800 subject to availability of funds.

Seconded / Discussion/ Vote

**REQUEST FOR QUALIFICATIONS**

**EXECUTIVE SEARCH CONSULTANT**

For the Town of Wenham

*Town Administrator*

*March 13, 2019*

**Response Due Date: March 22, 2019 at 9:00 a.m.**

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### **PROJECT DESCRIPTION**

The Town of Wenham Board of Selectmen is seeking qualifications from Executive Search Consultants to work with the Board and the Town in the recruitment and selection of an exceptional candidate for the position of Town Administrator.

### **ABOUT THE POSITION**

See Attachment 1 – Town Administrator Job Description

### **SCHEDULE AND TIME LINE**

After conducting interviews of potential Executive Search Consultants who have submitted a Proposal, the Board of Selectmen expects to select an Executive Search Consultant on March 28, 2019 and prefers that this Project result in the selection of a new Town Administrator within twelve (12) weeks after the Executive Search Consultant is engaged by the Town.

### **SUBMISSION DEADLINE AND INSTRUCTIONS**

Sealed Proposals must be received and registered by the Chief Procurement Officer, Wenham Town Hall, 138 Main Street, Wenham, MA 01984 by March 22<sup>nd</sup>, 2019 at 9:00 a.m., at which time and place they shall be publicly opened. Proposals MUST include one (1) original and three (3) copies. No proposals will be accepted after the time and date noted. Wenham Town Hall is open to receive proposals from 9:00 a.m. – 4:30 p.m. Monday, Wednesday, and Thursday, from 9:00 a.m. – 7:00 p.m. on Tuesday, and from 9:00 a.m. – 1:00 p.m. on Friday.

Request For Qualification documents may be obtained from the Chief Procurement Officer by emailing Peter Lombardi, Town Administrator, at [plombardi@wenhamma.gov](mailto:plombardi@wenhamma.gov).

Proposals are to be sealed and properly identified on the outer envelope as Proposal for Executive Search Consultant with the applicant's name and address and delivered to:

Peter Lombardi  
138 Main Street  
Wenham, MA 01984  
978-468-5520 x. 2

The following information is specifically required to be included in the Proposal submission:

1. Name and address of applicant, telephone number, and e-mail address;
2. Brief résumé of principals and of the staff to be assigned to the Project;
3. List of successfully completed projects that would best illustrate qualifications for the Project;
4. Five (5) references for projects of a similar or larger scope, with contact name, title, and telephone number who can speak to the quality of services provided for similar Town Administrator recruitment processes;
5. Names and qualifications of any outside vendors that may be used for the Project;
6. Statement of the scope and type of services proposed for the Project. Based on the guidelines and information in this RFQ, the applicant should describe the process and methodology to be used in the completion of services with specific reference to examples of similar projects in which this methodology has been used.
7. Statement of any legal or administrative proceedings, pending or concluded adversely, to the applicant within the past five (5) years which relate to the applicant's performance of this type of work.
8. Appropriate certifications of insurance.
9. Provide samples of work, such as reports, a sample position profile, evaluation forms, and other decision-making tools.
10. A current firm brochure may be submitted with the proposal.
11. Completion of the forms located at the end of this RFQ package.

Applicants must also execute, as required by law, and include in the sealed submission, the Certificate of Non-Collusion, the Certificate of Corporate Authority, and the Certificate of Tax Compliance, copies of which are attached.

#### **INSURANCE AND IDEMNIFICATION**

The selected firm shall obtain and maintain, at its own expense, general liability and motor vehicle liability insurance policies protecting the Town of Wenham in connection with any operations included in the contract, and shall have the Town of Wenham listed as additionally insured on the policies. General coverage shall be in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for

bodily injury and property damage liability. Workers' compensation insurance, in accordance with the requirements of Massachusetts law, will also be required, if applicable.

**Indemnification:** The successful applicant shall agree to indemnify and hold harmless the Town of Wenham and its officers, boards and employees, and the Board of Selectmen, from and against all claims, causes of action, suits, damages, and liability of any kind which arise out of the negligence or willful misconduct of the successful applicant or its officers, employees, agents, and representatives regarding the services performed.

Proposals must be signed as follows:

1. If the proposer is an individual, by her/him personally.
2. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner.
3. If the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and corporate seal affixed.

#### **QUESTIONS, ADDENDUM, OR PROPOSAL MODIFICATION**

Questions concerning this request must be submitted in writing to the Chief Procurement Officer. All inquiries received two (2) or more days prior to the opening will be considered. Questions may be delivered, mailed, or emailed. Written responses will be emailed to all applicants on record as having received the RFQ.

If any changes are made to the RFQ, an addendum will be issued. Addenda will be emailed to all applicants on record as having received the RFQ.

All proposals submitted in response to this RFQ shall remain firm for ninety (90) days following the proposal opening. It is the Town's intent to award the contract within thirty (30) days after the proposal opening. The time for award may be extended for up to forty-five (45) additional days by mutual agreement between the Board of Selectmen and the selected Consultant.

After the opening of proposals, an applicant may not change any provision of the proposal in a manner prejudicial to the interests of the Town of Wenham or fair competition. Minor informalities may be waived or the applicant may be allowed to correct them.

The contract and its award process resulting from this Request for Qualifications (RFQ) are not subject to the Uniform Procurement Act pursuant to the M.G.L. c. 30B or the Designer Selection Law, Chapter 7C.



Issuance of this RFQ does not signify the Town's submission of this service to the provisions of the Act, and the contract and award will be made at the Town's discretion. If it becomes necessary to revise any part of this RFQ or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request. Award of a contract resulting from this RFQ shall be in strict accordance with the requirements of this document.

### **SCOPE OF WORK**

The consultant shall:

1. Meet with the Board of Selectmen and Screening Committee as frequently and for such time as may be necessary to carry out his or her work;
2. Prepare, in consultation with the Board of Selectmen, a plan for the search, recruitment and selection of a qualified candidate for the position of Town Administrator;
3. Review the Town Administrator job description;
4. Work with Board of Selectmen to develop a profile of the Town and the desired candidate, taking into consideration the qualities and attributes that the next Town Administrator should possess;
5. Develop a plan to advertise the position and prepare advertisements for publication;
6. Utilize the consultant's network of local government professionals to actively recruit municipal managers that match the established candidate profile;
7. Prepare a recruitment report of potential candidates from the submitted applications with possible recommendations of candidates for preliminary review;
8. Assist the Screening Committee in reviewing applications;
9. Assist the Screening Committee in vetting and interviewing candidates, including development of questions, essays, and scenarios, as applicable;
10. Assist the Select Board in preparing for interviews in executive session and in open session under the Massachusetts Open Meeting law;
11. Conduct a full comprehensive background investigation of either the finalists or the selected candidate, at the Board of Selectmen's direction;
12. Assist in negotiating and drafting of employment agreement and terms and conditions with the selected candidate;

13. Make every effort to successfully complete the requirements of this Contract within twelve (12) weeks from the date of the signed contract;
14. Conduct other related tasks as may be requested by the Board of Selectmen.

#### **FEE**

The fee for this Project should be included as part of the qualifications response, and may be negotiated **upon selection and an agreed upon workplan**. The fee will include all expenses, direct and indirect, for this project. All proposals shall belong to the Town of Wenham. The successful applicant shall agree to comply with all applicable federal, state, and local laws in its performance of its contract with the Town of Wenham.

#### **MINIMUM REQUIREMENTS/QUALIFICATIONS**

Each proposal shall meet all of the following criteria in order to be considered further:

1. Consultants shall have been in the business of providing municipal executive recruiting for a minimum of three (3) years.
2. Consultants shall have successfully completed a similar process for at least five (5) comparable municipalities in the past three (3) years.
3. Consultants shall have at least two (2) qualified persons available to work on this project who will be able to start work on the project within ten (10) days of the award of the contract, and be able to work continuously to complete the project at the earliest possible date consistent with professional performance.

#### **EVALUATION OF PROPOSALS AND CONSULTANT SELECTION**

Proposals shall be evaluated based on responsiveness to the criteria as well as the terms and conditions contained in the RFQ and its attachments. Any proposal not meeting the Minimum Evaluation Criteria of this RFQ will be disqualified without further evaluation. The Board may determine that the Consultant's inability to meet the Minimum Evaluation Criteria is due to minor informalities, which are defined as minor deviations, insignificant mistakes, and matters of form rather than substance, and can be clarified, as provided above. In such cases, the Board of Selectmen may allow the Consultant to make minor corrections, except to cost items, and may apply the change to their Proposal.

Taking into consideration the Proposals, related fees, and results of the interview process, the Board of Selectmen will make a decision regarding selection of the Consultant with whom it wishes to enter into contract negotiations. The Board of Selectmen reserves the right to award the Project to a Consultant who has not provided the lowest price proposal. The Wenham Board of Selectmen reserves the right to accept any proposal in whole, and to reject any and all proposals if it shall be deemed in the best interests of the Town of Wenham to do so.

Upon the acceptance of a Consultant's proposal, the Town will prepare and submit an Agreement to the successful Consultant for signing. Incorporated by reference into the Agreement that is to be entered into by the Town and the successful Consultant pursuant to this RFQ will be (a) all of the information presented in or with this RFQ and the Consultant's response thereto, and (b) all relevant written communications between the Town and the successful Consultant whose proposal is accepted.

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, the below named business is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of individual submitting bid or proposal)

\_\_\_\_\_  
(Printed name of person signing bid or proposal)

\_\_\_\_\_  
(Name of business)

\_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(Business phone number)

**MUST BE RETURNED SIGNED WITH THE SEALED PROPOSAL PACKET**

**CERTIFICATE OF CORPORATE AUTHORITY**

The principal, officer or person to sign below pledges under penalties of perjury, that he or she has been designated by the owner(s) or the Board of Directors of the below named firm as an authorized representative.

\_\_\_\_\_  
(Date)                      (Signature of individual submitting bid or proposal)

\_\_\_\_\_  
(Printed name and title of person signing bid or proposal)

\_\_\_\_\_  
(Name of business)

\_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(Business phone number)

**MUST BE RETURNED SIGNED WITH THE SEALED PROPOSAL PACKET**

**NON-COLLUSION STATEMENT**

**CONTRACTOR'S CERTIFICATION IN BID/PROPOSAL TO BE ATTACHED TO CONTRACT**

Any person submitting a Bid or Proposal for the procurement or disposal of supplies and services to any governmental body shall certify in writing, on the Bid or Proposal, as follows:

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

\_\_\_\_\_  
(Date)                      (Signature of person signing bid or proposal)

\_\_\_\_\_  
(Printed name of person signing bid or proposal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(Business Phone Number)

**MUST BE RETURNED SIGNED WITH THE SEALED PROPOSAL PACKET**

**SIGNATURE PAGE**

The applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.
2. No consultant to, or subcontractor for the applicant has given, offered, or agreed to give any gift, contribution or offer of employment to the applicant, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the applicant.
3. That no person, corporation, or, other entity other than a bona fide full-time employee of the applicant has been retained or hired to solicit for, or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

I hereby attest with full knowledge of the penalties for perjury, as in accordance with Massachusetts G.L. C.7, S.38E that all information provided in this application for services is correct.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Signee (written)

\_\_\_\_\_  
Signee (typed/printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MUST BE RETURNED SIGNED WITH THE SEALED PROPOSAL PACKET**

# ATTACHMENT 1

## Town Administrator Job Description (as amended BOS 12.31.14)

### 1. General Powers and Duties

The Town Administrator, under the direction of the Board of Selectmen, is responsible for the administration of all town functions and activities for which the office of Town Administrator is given responsibility. The Town Administrator is responsible for the efficient administration of all departments and employees under the jurisdiction of the Board of Selectmen.

The Town Administrator implements policies established by the Selectmen in accordance with the strategic direction they set forth. The Town Administrator manages the day-to-day operations of the Town in accordance with these policies and strategies. To do so, the Town Administrator maintains close contact with the Chair of the Board of Selectmen, keeps the Board of Selectmen advised of his/her activities and decisions, and makes recommendations regarding town operations as well as any developing concerns.

The Town Administrator provides leadership and direction in the development of short-range and long-range plans, provides professional advice to the Board of Selectmen and department heads, keeps the Board of Selectmen fully advised regarding all departmental operations, the availability of federal funds, grants, fiscal affairs, problems, administrative actions, and the long-range needs of the Town and gathers, interprets and prepares reports and recommendations for the Board of Selectmen and/or the Town at large including elected and appointed boards and committees.

The Town Administrator is the primary interface for the Town with neighboring towns, public and private sector organizations, and the Commonwealth.

The Town Administrator is subject to annual review by the Board of Selectmen.

### 2. Qualifications

#### 2.1 Education and Experience

Qualifications for appointment include:

- Master's degree from an accredited institution of higher education in public or business administration or a related field of study
- At least five years of related professional municipal experience
- Expertise in the operation and organization of municipal government.

The Board of Selectmen may waive any or all educational or professional requirements should the Board of Selectmen determine that doing so would be in the best interests of the Town.



**Job Description: Town Administrator**  
(as amended BOS 12.31.14)

**2.2 Specific Skills/Knowledge**

The Town Administrator must have the following skills and knowledge:

- In-depth knowledge of MA municipal law as it affects Towns
- In-depth knowledge of Town management functions including goal setting, planning, and staffing
- Project management
- Familiarity with computer applications including MS Word, MS Excel, and municipal applications.
- Communication skills, both oral and written
- Collaborative approach to problem solving

**2.3 Residency**

There is no residency requirement for the Town Administrator.

**3. Appointments**

The Town Administrator:

- works collaboratively with the Board of Selectmen in the appointment of the police chief, fire chief, finance director, and treasurer/collector. Appointment and removal of these positions are subject to the approval of the Board of Selectman,
- appoints, supervises, and in appropriate circumstances, removes, subject to any applicable collective bargaining agreement and confirmation by the Board of Selectmen, all officers and employees of the town for whom no other method of selection is provided. The Town Administrator does not have the power to appoint or remove employees of the school department. The Town Administrator is required to consult with the appropriate department head or elected board prior to hiring an employee who serves primarily for that department.

The Town Administrator's appointment authority does not extend to non-employees appointed to committees or other positions by the Board of Selectmen or to the Town Moderator.

All appointments the Town Administrator is authorized to make shall be in compliance with applicable statutes and with the Town's Personnel Handbook.

Directly, or through departmental heads, the Town Administrator supervises and provides for recruitment and training of Town employees.

## Job Description: Town Administrator (as amended BOS 12.31.14)

### 4. Supervisory Responsibilities

The Town Administrator:

- Supervises and directs with respect to operations all employees in a manner consistent with the general policies adopted by the Board of Selectmen applicable to all departments and with the town's personnel bylaws, policies, procedures, rules and regulations.
- Development objectives and employment incentives for department heads, maintain close contact with their activities and department operations, evaluate their performance and makes recommendations as to their compensation and their scope of duties.
- Administers the Board of Selectmen's office by receiving and making appropriate disposition of all correspondence and communications, anticipates the needs of the Board of Selectmen for information and background material for setting policy and making decisions.
- Conducts regular staff meetings and reviews program goals and objectives with department heads; evaluates performance and effective utilization of equipment, manpower, and other records.
- Coordinates and cooperates with the Planning Board, Conservation Commission, Board of Health, and other boards, commissions and departments. Coordinates the activities of department heads not reporting to the Board of Selectmen, including the Library Director and Principal Assessor.

### 5. Public Relations

The Town Administrator serves as the public relations and communications officer of the town. He or she solicits input from and consults with department heads on matters involving their departments and with the Board of Selectman when necessary regarding Town policies and direction. The Town Administrator engages in a variety of public relations and town-wide coordination activities to ensure support from appropriate public and private constituencies and other institutions and government entities. He or she works with local, county, state and federal officials to identify and resolve problems, gain support, or exchange information. He or she makes presentations to staff, boards, commissions, civic groups, and the general public to communicate official plans, policies and procedures and to keep them up to date on Town activities. The Town Administrator may also serve as Chairperson of committees of statutory and *ad hoc* nature, and be the designee of the Board of Selectmen on other committees and boards.

**Job Description: Town Administrator**  
(as amended BOS 12.31.14)

**6. Record Maintenance**

The Town Administrator ensures that full and complete records of the financial and administrative activities of the town are kept and makes available periodic reports to the Board of Selectmen, of all town administrative operations during the period. These reports are made available to the public.

**7. Advice/Recommendations to the Board of Selectmen**

The Town Administrator keeps the Board of Selectmen fully advised as to the needs of the town and recommends to the Board of Selectmen and to other elected town officers and agencies for adoption any measures requiring action by them or by the town meeting. The Town Administrator informs the Selectmen and other appropriate boards of all relevant statutory and regulatory changes.

**8. Attendance at Board of Selectmen Meetings**

The Town Administrator, in collaboration with the Chair of the Board of Selectmen, prepares the agenda for and attends all regular and special meetings of the Board of Selectmen, including executive sessions, unless excused in advance by the Chairman of the Board. The Town Administrator has a voice, but no vote, in all of its proceedings.

**9. Facilities Maintenance**

Through the appropriate boards, committees and agencies, the Town Administrator is responsible for the use and maintenance of all Town land and buildings other than those under the control of the school committee and the library trustees. He or she makes recommendations for acquisition and disposal as appropriate.

**10. Budget**

Under the leadership of the Finance Director, the Town Administrator assists in the preparation and presentation to the Board of Selectmen and, at the Board's direction, to the Finance Committee, an annual operating budget along with a schedule for submission of information by departments of the town. The proposed budget recommendation includes details concerning likely amounts to be raised by taxation and the resulting tax rate. Also, working with the Finance Director, the Town Administrator shall submit annually a five-year capital improvement plan, including cost estimates, proposed financing, costs associated with acquisition and future operation and maintenance of any capital item.

**Job Description: Town Administrator**  
(as amended BOS 12.31.14)

**11. Contract Negotiations**

The Town Administrator participates in labor negotiations and grievance procedures as directed by the Board of Selectmen. This applies to all personnel contracts and collective bargaining agreements, including contracts with town employees involving wages, hours and other terms and conditions of employment. All such contracts and agreements are subject to the approval of the Board of Selectmen.

**12. Payroll**

The Town Administrator reviews and signs all payroll and expense warrants submitted by the Finance Director for payment of Town funds.

**13. Procurement**

The Town Administrator is the chief procurement officer for the Town, in accordance with chapter 30B of the General Laws. The Town Administrator prepares Request for Bid/Proposal specifications, analyzes the resulting submittals and serves as the Town's contract administrator.

**14. Licenses and Permits**

The Town Administrator supervises and monitors as appropriate the application process for all licenses and permits issued by the Town and schedules any meetings with the chairperson or department chair levels as required as part of the application process. In doing so the Town Administrator coordinates and cooperates as appropriate with the Planning Board, Conservation Commission, Board of Health, and other boards, commissions and departments.

**15. Resources**

The Town Administrator seeks out and works to obtain resources from federal, state, and other governmental jurisdictions, including working with the Hamilton Wenham Regional School District to secure joint grant opportunities.

**16. Town Counsel**

The Town Administrator coordinates, facilitates, and monitors the provision of services by town counsel, special counsel, and consultants. The Town Administrator coordinates litigation and legal opinions between the Board of Selectmen, Town Counsel and various boards, departments, committees and commissions, oversees and coordinates all legal research conducted by Town Counsel, Labor Counsel and Special Counsel; monitors the legal budget and manages all legal actions by and against the Town, including actions related to insurance claims.

**Job Description: Town Administrator**  
(as amended BOS 12.31.14)

**17. Other Duties**

The Town Administrator oversees the Town's personnel system; proposes personnel policies to the Board of Selectmen; maintains personnel records of employees and; acts as Affirmative Action Officer for the Town. The Town Administrator provides leadership on local and regional initiatives that improve the overall performance of the Town in the delivery of services to the residents of the Town.

The Town Administrator performs any other duties required of the Town Administrator by local bylaws and regulations, votes of the town meeting, or votes of the Board of Selectmen.

**18. Physical Requirements:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.* Lifts/moves objects weighing up to 10 pounds, files, and types on a keyboard at a moderate speed. Operates an automobile to perform in-town and out-of-town travel to transact Town business (This requires a valid driver's license). Travel to night meetings is common place in order to confer with the Board of Selectmen and other town bodies. Regularly conveys information to the public.

**RESPONSE TO RFQ**  
**TOWN OF WENHAM, MA**  
**EXECUTIVE SEARCH CONSULTANT FOR**  
**TOWN ADMINISTRATOR**  
**MARCH 2019**

**Prepared by:**  
**Municipal Resources, Inc.**  
**120 Daniel Webster Highway**  
**Meredith, NH 03253**  
**603-279-0352**  
**866-501-0352 Toll Free**  
**603-279-2548 Fax**  
**[all@mrigov.com](mailto:all@mrigov.com)**  
**[www.mrigov.com](http://www.mrigov.com)**



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Municipal  
Resources  
Inc.

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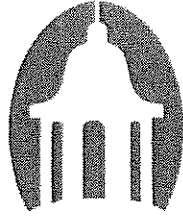




# ***PROPOSAL***



Municipal  
Resources  
Inc.



---

120 Daniel Webster Highway  
Meredith, NH 03253

---

tel: 603.279.0352 · fax: 603.279.2548  
toll free: 866.501.0352

Municipal Resources  
[www.municipalresources.com](http://www.municipalresources.com)

March 20, 2019

Peter Lombardi, Town Administrator  
138 Main Street  
Wenham, MA 01984

RE: Response to RFQ – Executive Search Consultant

Mr. Lombardi:

Municipal Resources, Inc. ("MRI") is pleased to submit this response to your Request for Quotes for an Executive Search Consultant. Enclosed please find one (1) original and three (3) copies of our response.

Municipal Resources, Inc. has 29 years of experience with public sector executive recruitments and our record for helping towns identify and select candidates with the right "fit" is impressive. By investing time and energy to learn about the specific challenges of the job and understand the personality of the community, we can identify candidates with the right blend of management skill, leadership style, values, philosophy, and approach to ensure a "fit" for success. Because the scope of services offered by MRI across the region and our many contacts, particularly in Massachusetts, MRI can leverage those contacts to directly recruit quality candidates.

MRI has specific experience working with the Town of Wenham, having assisted with the Town Administrator Recruitment in 2014, as well as numerous other recruitment and promotional processes, public safety studies, and assistance in other areas such as CIP and Human Resources.

In addition, during the last few years MRI has assisted many Massachusetts' communities, similar to yours, with recruiting and selecting town administrators and managers, including the following:

- Concord, MA- Town Manager (active)
- Acton, MA - Town Manager
- Bedford, MA - Town Manager
- Berlin, MA – Town Manager (active)
- Canton, MA - Town Administrator
- Danvers, MA - Town Manager
- Hanover, MA - Town Manager
- Lexington, MA - Town Manager
- North Andover, MA – Town Manager (active)
- Sudbury, MA - Town Manager

### UNIQUE SERVICES IN PUBLIC SECTOR RECRUITMENT

MRI has been serving municipalities and school districts for nearly 30 years. During that time, we have provided services to more than 500 public sector organizations. In conducting recruitment and selection services, we endeavor to do more than merely match candidates to job openings:

- We work closely with you to understand the leadership and management aspects of the position that may be unique to your community in order to establish and clarify job expectations.
- We work closely with each applicant to help them understand the position requirements and the expectations you have for the successful candidate while keeping them abreast of their status at each step in the selection process.
- We recognize that the client is not only hiring a senior executive but may very well be bringing an entire family into the community. Consequently, we work with the applicants to enable them to learn as much as possible about the region as well as the client community, and we help the client prepare to support the assimilation of the new manager. We are also careful to ensure that economic expectations and family needs or special circumstances are clearly understood early in the selection process.
- We stay actively involved through the final selection and formal appointment. Our objective is to initiate and establish long-term, successful relationships between the individuals we help place and our clients.

We understand that every community is different; therefore, every search is different. MRI works hard to understand the intricacies and uniqueness of each client's organization, and then tailors the process to meet their specific needs and expectations.

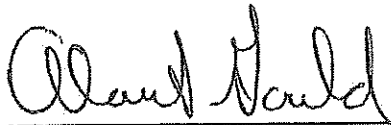
Alan Gould, President, will act as the Principle-In-Charge and Project Manager for this project and will oversee all aspects of the recruitment process.

We look forward to the possibility of once again working with the Town of Wenham. Please feel free to contact us if you have any questions or need additional information.

Respectfully submitted,

MUNICIPAL RESOURCES, INC.

By:



Alan S. Gould, President  
Municipal Resources, Inc.  
120 Daniel Webster Highway  
Meredith, NH 03253  
(603) 279-0352  
(603) 765-5998 Cell  
[agould@mrigov.com](mailto:agould@mrigov.com)  
[www.mrigov.com](http://www.mrigov.com)

## SCOPE OF WORK

MRI will work with the Board of Selectmen, Senior Staff/Division Directors and Screening Committee and others as needed to recruit and select an exceptional candidate for the position of Town Administrator for the Town of Wenham. MRI will undertake the following activities in this comprehensive executive recruitment process, in accordance with all applicable Massachusetts State Laws:

1. Work with the Board of Selectmen and others as needed to review the recruitment process and work toward developing an "Ideal Candidate Profile and Challenge Statement". The Ideal Candidate Profile and Challenge Statement helps to:
  - a. Identify critical organizational issues and challenges;
  - b. Clarify roles, responsibilities, and expectations for the position;
  - c. Understand the qualities, strengths, and characteristics of candidates envisioned for the Town Administrator;
  - d. Characterize the most desirable management strengths, behavioral styles, personal attributes, and motivating values needed in the ideal candidate to increase the probability of success in the role; and
  - e. Identify the likely issues and opportunities that the next manager must be prepared to address.
  - f. Provide for potential candidates a profile of the community that encompasses the uniqueness of the community, demographics, economic stability and employment sectors, citizen involvement and form of government.

In order to gain input from the community and other stakeholders, MRI will interview other key officials, as identified by the Board of Selectmen and Screening Committee, will open an e-mail address for this specific recruitment that will provide for electronic community input, and can schedule/facilitate up to two listening sessions, public forums as well interviews with department heads and other key stakeholders. Once approved by the client, the Ideal Candidate Profile and Challenge Statement will be posted on MRI's recruitment website for potential candidates to review.

2. We will work with the appointing authority to develop a timeline for the recruitment process so that the Client and all candidates can plan accordingly.
3. We will develop ad copy, recommend advertising venues, and coordinate placement of the ads. Resumes are typically received for at least 30 days.
4. We will research MRI's database and contact potential candidates from other similar recruitments we have conducted in the past 12 months. It should be noted that MRI's advertising is targeted at venues that are most likely to engage candidates with the professional training, and experience desired by the client. Since some of these advertising venues will be viewed nationally and even internationally, we expect to have approximately 17 states represented in the candidate pool. MRI's recruitment efforts go well beyond the team identified in this proposal as we leverage our entire consulting group for the benefit of the client.
5. We will canvas MRI's professional network to identify and reach out to promising potential candidates to invite their application.
6. We will receive, acknowledge and hold all resumes in confidence, forwarding to the Screening Committee as desired. We have found that assured confidentiality will increase the number and quality of applicants rather significantly. We acknowledge receipt of all resumes and keep candidates apprised of their status at each selection point throughout the process.
7. We will provide you with an overview of relevant information about the candidate pool, answer questions, and review selection criterion at each decision point throughout the process.
8. We will establish a team of professional consultants who will screen and review all resumes for minimum qualifications before ranking them against the Ideal Candidate Profile.
9. In coordination with the Board of Selectmen and/or Screening Committee, we will develop a written essay questionnaire to be distributed to the top qualified candidates (generally 12 to 15 candidates), focusing the questions on matters of special relevance to the client's needs or current situation. The questions will be prepared in consultation with the appointing authority and or Screening Committee. Candidates will have a specified amount of time to respond (typically 10 days), after which our team of consultants will review and rank the responses.

10. After essay responses have been returned, reviewed, and ranked, we conduct a web search of the top remaining candidates (generally 10 to 12) and canvas our consultants, to identify potential issues or controversies in other jurisdictions. Then, two members of our team will conduct telephone interviews with these candidates, placing the focus on current position and reasons for leaving; career history of successes and failures; future personal and professional goals; and their understanding of best practices and contemporary professional thinking in the field. In addition to screening the candidates, this interview provides for follow-up to the essay responses and information found in the web searches. It also assists us in determining the verbal communication skills of the candidate and his/her ability to answer questions spontaneously.
11. MRI then work with the Screening Committee through a review of the candidate pool and related submittals, prepare the Committee for, and facilitate on site interviews with those candidates selected by the Screening Committee.
12. MRI will prepare the Board of Selectmen for interviews with the finalists advanced by the Screening Committee and facilitate those interviews. All meetings will be in conformance with the Massachusetts Open Meeting Law.
13. Following interviews with the finalists, the appointing authority, in consultation with our lead consultant, will determine what, if any, additional steps are needed to arrive at a final selection, such as additional interviews or an onsite "meet-and-greet".
14. We will assist with the development of terms and conditions of employment, preparation of a conditional offer of employment, and creating a draft of an employment agreement.
15. If the final candidate will be relocating to the community from a significant distance, we may recommend and can coordinate a family visit to the community prior to making a conditional offer of employment.
16. We will complete a comprehensive background investigation on the selected candidate which shall include, but not be limited to, previous employment, and criminal and motor vehicle records checks, finances, references, and interviews with previous employers. In order to protect the client, MRI will not complete a comprehensive background on a candidate before a conditional offer of employment is accepted, unless the Town provides a waiver.

## TENURE GUARANTEE

To the extent that Municipal Resources is engaged to conduct a comprehensive recruitment as described above, we will guarantee to undertake a recruitment and selection process at no expense to the community should the employment relationship, after it is negotiated and documented by an executed employment agreement, be terminated by either party within 12 months. There shall be no cost for MRI's recruitment services; however, the Client shall cover the costs associated with advertising and interviews.

## TIMELINE

We have significant experience structuring and conducting all sorts of executive recruitment projects for municipalities, and we are very willing and able to customize our approach to accommodate any unique requirements of a community or to fit within budget constraints.

MRI understands that the Town wishes to complete the recruitment process within 12 weeks of the execution of an agreement for services. A recruitment as described above typically takes approximately **90-120 days** to complete. MRI is ready to begin work on the recruitment as soon as a contract has been executed.

The following schedule represents the typical timeline MRI would like to meet in the recruitment and selection process. As you will see, the approximate 30 day run time for resume submission is the longest period of time over which we have no control. During this period, resumes are being received, acknowledged, and scored, while we are gathering information that will help us to narrow the field and develop essay questions. Once the resumes have been scored, things will move along pretty quickly.

The Town desires that the consultant make every effort to bring this process to completion within 3 months from the signed contract for services, but recognizes that scheduling of various meetings may extend this timeline.

TDB	Award of Contract
First 30 days	Advertisements are written and posted. MRI team gathers information from the client (interviews, community engagement...) in order to develop the Ideal Candidate Profile & Challenge Statement. Resumes are accepted and reviewed by the MRI team.
Week 5	Resume deadline, final scoring. First cut made and essay questions distributed by MRI to top 12 to 16 candidates.



Week 7	Candidate essays are due and reviewed by the MRI team.
Week 8	Preliminary background work and MRI telephone interviews with remaining candidates.
Week 11	Onsite panel interviews. Hiring authority interviews of the finalists could follow immediately.

Since there is little room for “compression” of this schedule, any delays will need to be added to the end of the process. The background investigation on the selected candidate will likely take about two weeks. During that two-week period, we will be assisting the Client with contract negotiations. We normally expect a two- or four-week delay between the signing of a final contract with the start date of the chosen candidate, since he or she likely has a contractual obligation to a current employer.

In our experience, if a process runs significantly longer than the 3 months outlined in this schedule, desirable candidates may withdraw for other employment opportunities.

### ABOUT MUNICIPAL RESOURCES

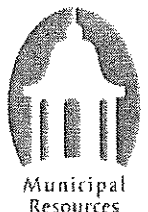
Founded in 1989, the MRI team includes two principals, a staff of eleven full-time professionals, four administrative support staff, ten part-time professionals, and a large group of professional affiliates who are available for consulting services as necessary.

MRI is committed to providing innovative and creative solutions to the problems and issues facing local governments, school districts, and community-based organizations throughout New England.

### THE PROJECT TEAM

All Principal Consultants affiliated with the firm have substantial experience in government service, a background which proves beneficial to our clients, as we are able to fully understand and address the issues and concerns of the officials and decision makers with whom we do business.

We believe that Municipal Resources has the best collection of talent that any consultant can produce at any price. Generally, our affiliates are current or recently retired practitioners in their field. They have held or hold positions at or near the top in their respective fields. All



consultants assigned to this team are veterans of similar projects and have specialized in Massachusetts recruitments.

In keeping with our hallmark multi-disciplinary approach to problem-solving, we plan to use the following team:

### **PRINCIPAL-IN-CHARGE/PROJECT MANAGER**

**Alan S. Gould, President and Chief Operating Officer**, is a graduate of Saint Anselm College with a BS degree in Criminal Justice. He is certified as a Public Manager by the American Academy of Certified Public Managers and has completed numerous management and leadership programs including the Babson Command Training Institute and the FBI's LEEDS program. He is recognized for his creativity in community policing and his leadership in promoting ethics in the law enforcement community. Mr. Gould began his public-sector career with the Salem, NH, Police Department where, during 21 years, he served at all ranks of the Department. He served as Chief of Police in Rye, NH, where, upon retirement from law enforcement, he was appointed and served as Town Administrator until joining MRI in 2008. Mr. Gould served as the Ethics Instructor at the New Hampshire Police Academy for 15 years and has been an instructor of college courses in Criminal Code, Criminal Investigation, Report Writing, Constitutional Law, and Juvenile Delinquency. Among his many community involvements, Alan served as an initial incorporator of two non-profit organizations; one addressing family violence and visitation issues, and the other established to help seniors remain in their homes as they age. He continues to serve as Deputy Emergency Management Director in the coastal community of Rye, NH, located within the Seabrook Nuclear Power Plant's Emergency Planning Zone. In addition to his responsibilities as MRI's Chief Operating Officer, Mr. Gould manages most of the company's public safety projects including operational studies and "internal" investigations. Mr. Gould also specializes in recruitment/selection processes for executive level municipal positions and has completed dozens of processes for top management positions throughout New England, including those listed previously in this letter.

### **TEAM MEMBERS**

**Robert Mercier** is a senior level executive manager with over 35 years in both the private and public sectors. He has direct experience managing public budgets in excess of \$100 million, and in developing policy and implementing programs that promote positive, smart business growth. Most recently he served as the Town Administrator for Burlington, Massachusetts from 1999 to 2012, returning to the community after serving as the Town's first Town Administrator from 1980 to 1986. He also served as Town Manager in Billerica, MA, from 1986 to 1991, and as President and Chief Executive of the Regional North Suburban Chamber of Commerce, serving 13 communities along Route 128. Bob was Town Manager in Billerica, MA, from 1991 through

1998. He served as Interim Administrator in Boxborough in 1999 and Interim Town Administrator in Wayland in 2013. He received his BA in Education and History from the University of Lowell and earned his Masters' Degree in American Government from Salem State University. Mr. Mercier has also received a Post Graduate Certificate in Leadership and Organizational Management from Notre Dame University. Mr. Mercier is a former member of the MBTA Advisory Board and has served on the Route 3 Advisory Committee that contributed to the successful, on time and on budget expansion of the Route 3 corridor. He joined MRI in 2014 and serves as a municipal management consultant specializing in Massachusetts recruitments.

**Reginald (Buzz) S. Stapczynski**, ICMA-CM, has 40 years of public sector management experience at the local, county, and state levels of government. He served as Town Manager of Andover, MA, for 25 years. As Chief Executive Officer, he was responsible for the administration and management of a full-service municipality. He was responsible for \$170 million operating budget for municipal/school departments; maintenance and construction of municipal/school infrastructures, managing millions in capital projects; economic development/planning of the Town's industrial/commercial base. During his tenure, the rating agencies recognized his administration for outstanding fiscal management by awarding Andover with the AAA bond rating. He also served as Town Manager in Wilmington, MA, for many years. Buzz worked for the Commonwealth of Massachusetts in the Department of Mental Health as a Budget Manager. Prior to coming to Massachusetts, Stapczynski worked for Fairfax County, VA, as a Budget Analyst in the Office of Management and Budget. Buzz is the former President of the Massachusetts Municipal Association (MMA) and the Massachusetts Municipal Management Association (MMMA). He served on the Massachusetts Interlocal Insurance Association, Inc. (MIIA) Board of Directors. He was on the Governor's Advisory Council during the Dukakis and Weld Administrations. More recently, he participated on Lieutenant Governor Polito's Special Municipal Focus Group. He is the former Chair of the MMMA's Future Managers Committee. Buzz received his B.A. in Politics from The Catholic University of America in Washington D.C., and Master's in Public Administration from the University of Kansas. He attended the Harvard University, J.F.K. School of Government Program, for Senior Executives in Local Government. Buzz brings a wealth of knowledge to MRI in all areas of government administration, as well as experience with public/private partnerships.

**Carol M. Granfield**, ICMA-CM, has a master's in administration from Central Michigan University and is one of 1266 ICMA Credentialed Managers in the country. Ms. Granfield is also a graduate of the Senior Executive Institute at the University of Virginia, Harvard JF Kennedy School of Government summer program, Leadership New Hampshire and Fairfax, and one year of law school at Massachusetts School of Law. She is an adjunct professor at Granite State College where she teaches Human Resources and Public Administration. She possesses over 38 years of public sector management experience and 9 years of private sector experience. Ms. Granfield, a native of Pittsfield, Massachusetts, has broad public service experience at the town,

city and county levels of government. Ms. Granfield has served in Town Administrator/Town Manager positions in large and small communities in New Hampshire (Derry, Meredith, Hooksett, Moultonborough), and as County Manager in Cumberland County, Maine; Town Manager in Dixfield and Kittery, Maine; Director of Administration in Herndon, Virginia; and Personnel Director in Fairfax, Virginia. Ms. Granfield's expertise in Human Resources and Labor Relations includes the establishment of personnel policies; organizational studies; wage, classification, and benefit studies along with union negotiations to include the interest-based model. Ms. Granfield is co-author of the ICMA e-book, Performance Appraisal Fundamentals: A Quick Guide to Fair, Consistent, and Useful Performance Appraisals. Ms. Granfield has participated in many successful public sector executive recruitment projects and has also conducted strategic planning, goal setting, and team building programs in NH, ME and VA communities. She has also developed and implemented positive career development and training programs for employees of a number of municipal organizations. Ms. Granfield has given presentations at national conferences of the ICMA, the International Public Management Association for Human Resources, and at state conferences in VA, MA, ME, and NH. Ms. Granfield has served on many professional and civic boards to include the Public Employee Labor Relations Committee; ICMA Credentialing Board; NH Local Government Board, Maine Municipal Association Advisory Board, Belknap County Economic Development Commission, Derry Planning Board, and is Past President of the NH Management Association, IPMA-Virginia, Dixfield Economic Development Organization, and the Derry Village Rotary. Ms. Granfield is also appointed by the Governor to the NH Public Employee Labor Relations Board.

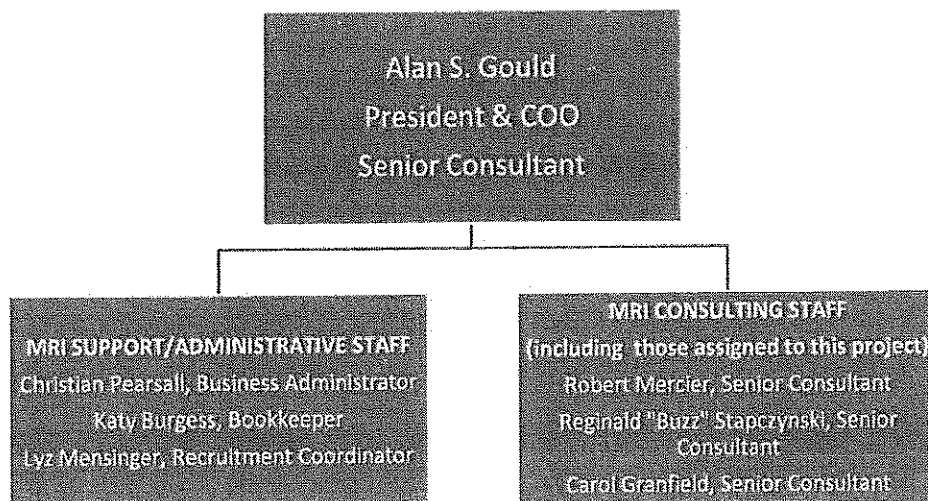
**Elizabeth Mensinger, Recruitment Coordinator**, graduated from Providence College with a Bachelor of Arts degree in Social Work and attained her Master of Social Work degree at the University of Central Florida. She has experience in business management as well as program development and implementation and has served in leadership positions in public, private and non-profit settings. Elizabeth has proven success in bringing together teams and creating effective and efficient processes to achieve goals. As MRI's Recruitment Coordinator Elizabeth is responsible for establishing and maintaining professional relationships with candidates and for identifying candidates with the attributes sought for the various recruitment positions. Elizabeth also provides Job Task Analysis services and data collection and analysis for MRI's Public Safety studies.

### CORPORATE STRUCTURE

MRI is an S Corporation registered in New Hampshire, with the following officers:

Alan S. Gould, President and Chief Operating Officer  
Christian Pearsall, Treasurer  
Patrick H. Wood, Esquire, Secretary  
Justin Van Etten, Chairman, Board of Directors, Co-Owner  
Donald R. Jutton, Sr., Founder and Member, Board of Directors, Co-Owner

There are no officials or employees from the Town of Wenham who are related to any of the partners, officers or directors of Municipal Resources, Inc., or who have an ownership interest in the company.



### REFERENCES

#### **Acton, MA**

Town Manager Recruitment 2018  
Land Use & Econ. Dev. Director Recruitment 2015  
Janet K. Adachi, Chairman Board of Selectmen  
472 Main Street, Acton, MA 01720  
[jkajeg@msn.com](mailto:jkajeg@msn.com)

#### **Bedford, MA**

Town Manager Recruitment 2018  
William S. Noonan, Chair  
10 Mudge Way  
Bedford, MA 01730  
(781) 275-1111

#### **Hanover, MA**

Brian Barthelmes, Selectman  
Town Manager Recruitment 2018  
550 Hanover Street, Hanover, MA 02339  
(781) 826-5000 or [Brian.barthelmes@hanover-ma.gov](mailto:Brian.barthelmes@hanover-ma.gov)

**Lexington, MA**  
Town Manager Recruitment 2018  
Suzie Barry, Chair, Board of Selectmen  
2<sup>nd</sup> Floor, Town Office Building  
1625 Massachusetts Ave  
Lexington, MA 02420  
(781) 698-4581 or [suziebarrylex@gmail.com](mailto:suziebarrylex@gmail.com)

**Sudbury, MA**  
Director of Public Works Recruitment 2016  
Town Manager Recruitment 2015  
Melissa Murphy-Rodrigues, Town Manager  
Board of Selectmen's Office  
278 Old Sudbury Road, Sudbury, MA 01776  
(978) 639-3382 or [townmanager@sudbury.ma.us](mailto:townmanager@sudbury.ma.us)

Municipal Resources, Inc. has completed 48 successful recruitments for the position of Town Manager/Town Administrator and City Manager in New England within the past 3-5 years.

See **Appendix A** for additional references.

#### **SAMPLE PROMOTIONAL/MARKETING MATERIALS/FIRM BROCHURE**

See **Appendix B** for samples.

#### **CERTIFICATE OF INSURANCE**

Municipal Resources, Inc. maintains insurance in the coverages and limits as shown on the attached generic Certificate of Insurance. (See **Appendix C**)

#### **LEGAL OR ADMINISTRATIVE PROCEEDINGS**

MRI has been not been involved in any legal or administrative proceedings within the past five (5) years which relate to the type of work outlined in the Scope of Services.

#### **REQUIRED CERTIFICATIONS**

See **Appendix D** for forms provided by the Town of Wenham which are required as part of this submission.

FEES

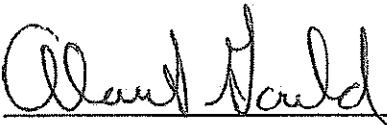
Fees for services are based upon the specific recruitment and selection process that is structured for your unique circumstances and agreed upon workplan. The recruitment process described above is offered at a cost of **\$14,800.00** and includes up to five onsite meetings with the Screening Committee. All meetings and facilitation of interviews with the Board of Selectmen are included in this price.

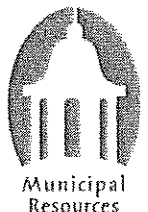
Advertising venues will be selected upon consultation with and approval by the client. Costs are included in the fees above.

The Town of Wenham shall be responsible for providing food and interview rooms for the interview panel(s).

Respectfully submitted,

MUNICIPAL RESOURCES, INC.

By:   
Alan S. Gould, President  
Municipal Resources, Inc.  
120 Daniel Webster Highway  
Meredith, NH 03253  
(603) 279-0352  
(603) 765-5998 Cell  
[agould@mrigov.com](mailto:agould@mrigov.com)  
[www.mrigov.com](http://www.mrigov.com)



# ***APPENDIX A***



Municipal  
Resources  
Inc.



## MANAGEMENT RECRUITMENT REFERENCES

### MASSACHUSETTS

#### **Acton, MA**

Town Manager 2018  
Land Use & Econ. Dev. Director 2015  
Steven Ledoux, Town Manager  
472 Main Street  
Acton, MA 01720  
(978) 929-6611

#### **Andover, MA**

Finance Director 2011  
Police Chief Recruitment 2013  
Steven Bucuzzo, Asst. Town Manager  
36 Bartlet Street  
Andover, MA 01810  
(978) 632-8220

#### **Ashland, MA**

Town Manager 2012  
Steven Mitchell, Chairman  
Board of Selectmen  
101 Main Street  
Ashland, MA 01721  
(508) 881-0100

#### **Assumption College**

Public Safety Director 2013  
Christian McCarthy  
Executive Vice President & Treasurer  
Assumption College, Finance Office  
500 Salisbury Street  
Worcester, MA 01609  
(508) 767-7424

#### **Bedford, MA**

Town Manager 2018  
Richard T. Reed  
10 Mudge Way  
Bedford, MA 01730  
(781) 275-1111

#### **Boylston, MA**

Town Administrator 2008  
Kenneth Sydow, Selectman  
221 Main Street  
Boylston, MA 01505  
(617) 654-3697

#### **Canton, MA**

Town Administrator 2016  
Jody Middleton  
Human Resources Director  
801 Washington Street  
Canton, MA 02021  
(781) 821-2936

#### **Concord, MA**

Town Manager 2018  
Parks & Rec Director 2016  
Christopher Whelan, Town Manager  
PO Box 535  
22 Monument Square  
Concord, MA 01742  
(978) 318-3000

#### **Danvers, MA**

Town Manager 2014  
Steve Bartha  
Town Manager  
One Sylvan Street  
Danvers, MA 01923  
(978) 777-0001

#### **Dartmouth, MA**

Town Administrator 2017  
Executive Administrator 2009  
Police Chief 2009  
David Cressman, Town Adm.  
400 Slocum Road  
Dartmouth, MA 02747  
(508) 910-1820

#### **Dighton, MA**

Town Administrator 2017  
John P. Taylor, Chairman  
Dighton Board of Selectmen  
979 Somerset Avenue  
Dighton, MA 02715  
(508) 669-6431

#### **Everett, MA**

Chief Financial Officer 2015  
Kevin O'Donnell  
Human Resource Director  
City of Everett  
484 Broadway, Everett MA 02149  
(617) 394-2282

#### **Hanover, MA**

Director of Comm Dev & Planning 2018  
Town Manager Recruitment 2017  
Brian Barthelmes, Selectman  
550 Hanover Street  
Hanover, MA 02339  
781-826-5000

#### **Kingston, MA**

Town Administrator 2013  
Nancy M. Howlett  
Acting Town Administrator/  
Chief Procurement Officer  
26 Evergreen Street  
Kingston, MA 02364  
(781) 585-0500

#### **Leicester, MA**

Town Administrator 2013  
Doug Belanger, Chairman  
Leicester Board of Selectmen  
3 Washburn Square  
Leicester, MA 01524  
(508) 892-7000

#### **Lenox, MA**

Town Manager Recruitment 2013  
David Roche, Chairman  
Lenox Board of Selectmen  
Town Hall  
6 Walker Street  
Lenox, MA 01240  
(413) 637-5500, x-7

#### **Lexington, MA**

Town Manager 2018  
Suzie Barry, Chair  
Board of Selectmen  
2<sup>nd</sup> Floor, Town Office Building  
1625 Massachusetts Ave  
Lexington, MA 02420  
(781) 698-4581

#### **Manchester-by-the-Sea, MA**

Police Chief Recruitment &  
Assessment Center 2016  
Fire Chief Recruitment &  
Assessment Center 2016  
Police/Fire/EMS Studies 2015  
DPW Director Recruitment 2014  
Dispatch Study 2014  
Town Admin Recruitment 2012  
Police Chief Recruitment 2007  
Interim Police Chief 2007  
Gregory Federspiel, Town Administrator  
10 Central Street  
Manchester-by-the-Sea, MA 01944  
(978) 526-2000

#### **Marblehead, MA**

Town Administrator Recruitment 2011  
Anthony M. Sasso, Town Administrator  
Abbot Hall  
188 Washington Street  
Marblehead, MA 01945  
(781) 631-0000

#### **Mendon, MA**

Town Administrator 2013  
Fire Chief 2018  
Diane Willoughby  
Administrative Assistant  
20 Main Street  
Mendon, MA 01756  
(508) 473-2312



**Deering, NH**

Fire Chief Recruitment 2016  
Russell McAllister  
Town Administrator  
762 Deering Center Road  
Deering, NH 03244  
(603) 464-3248

**Derry, NH**

Town Administrator 2016  
Town Administrator 2010  
Larry Budreau, Human Resources Dir.  
14 Manning Street  
Derry, NH 03038  
(603) 845-5403

**East Kingston, NH**

Clerk 2011  
Matthew Dworman, Chairman  
Board of Selectmen  
24 Depot Road  
East Kingston, NH 03827  
(603) 642-8406

**Enfield, NH**

Town Manager 2017  
Town Administrator 2005  
Police Chief Recruitment 2018  
Enfield Board of Selectman  
PO Box 373  
Enfield, NH 03748  
(603) 632-7389

**Farmington, NH**

Town Administrator 2012  
Board of Selectmen  
356 Main Street  
Farmington, NH 03835  
(603) 755-2208

**Gilmanton, NH**

Town Administrator 2018  
Board of Selectmen  
PO Box 550  
Gilmanton, NH 03237  
(603) 267-6700 x 12

**Gorham, NH**

Fire Chief Recruitment 2016  
Police Lieutenant Recruitment 2018  
Robin Frost, Town Manager  
20 Park Street  
Gorham, NH 03581  
(603) 466-3322

**Greenland, NH**

Town Administrator Recruitment 2018  
Vaughan Morgan, Chairperson  
Town of Greenland  
100 Town Square, PO Box 100  
Greenland, NH 03840

**Hollis, NH**

Building Inspector/Code Officer 2017  
DPW Director 2018  
Town Administrator 2018  
Interim Town Administrator 2018  
Board of Selectmen  
7 Monument Square  
Hollis, NH 03049  
(603) 465-3701

**Hooksett, NH**

Town Administrator 2009, 2019  
Police Chief Recruitment 1999  
Hooksett Town Council  
35 Main Street  
Hooksett, NH 03106  
(603) 485-8472

**Hudson, NH**

Land Use Director 2017, 2018  
Stephen Malizia, Town Adm.  
12 School Street  
Hudson, NH 03051  
(603) 886-6024

**Jaffrey, NH**

Town Manager 2016  
Donald MacIsaac, Chairman  
Jaffrey Select Board  
10 Goodnow Street  
Jaffrey, NH 03452  
(603) 532-7880

**Laconia, NH**

City Manager 2011  
City Council  
45 Beacon Street East  
Laconia, NH 03246  
(603) 527-1270

**Lakes Region Planning Commission**

Meredith, NH  
Executive Director 2013  
Warren Hutchins  
103 Main Street, #3  
Meredith, NH 03253  
(603) 279-8171

**Lebanon, NH**

City Manager 2017  
DPW Director 2018  
Shaun Mulholland, City Manager  
City of Lebanon  
51 North Park Street  
Lebanon, NH 03766  
(603) 448-1071

**McGregor Memorial EMS**

Executive Director 2018  
Matthew Willett, Chair  
47 College Avenue  
Durham, NH 03824  
(603) 312-2052

**Meredith, NH**

Town Manager 2003  
Assessor 2005  
Frank Michel, Esquire  
66 NH Route 25  
Meredith, NH 03253  
(603) 279-6100

**Moultonborough, NH**

Town Administrator 2015  
Carol Granfield, Interim TA  
PO Box 139  
Moultonborough, NH 03254  
(603) 476-2347

**NH Community Development****Finance Authority**

Executive Director 2004  
Michael Long  
Former Chairman of the Board  
Community Guaranty Saving Bank  
Plymouth, NH  
(603) 536-0001

**Northfield, NH**

Town Administrator Recruitment 2019  
Board of Selectmen  
Town of Northfield  
21 Summer Street  
Northfield, NH 03276

**Pittsfield, NH**

Town Administrator 2007  
Board of Selectmen  
PO Box 98  
Pittsfield, NH 03263  
(603) 435-6291

**Plaistow, NH**

Town Manager 2006  
Board of Selectmen  
145 Main Street  
Plaistow, NH 03865  
(603) 382-8469

**Raymond, NH**

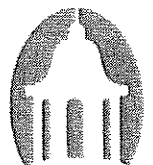
Town Manager 2007  
Board of Selectmen  
4 Epping Street  
Raymond, NH 03077  
(603) 895-4735

**Richmond, NH**

Police Chief Recruitment 2018  
Board of Selectmen  
105 Old Homestead Highway  
Richmond, NH 03470  
(603) 239-4232

**Rochester, NH**

Commission of Public Works 2015  
Daniel Fitzpatrick  
City Manager  
31 Wakefield Street  
Rochester, NH 03867  
(603) 332-1167



**Salem, NH**

Town Manager 2010  
 Michael J. Lyons, Chairman  
 Board of Selectmen  
 33 Geremonty Drive  
 Salem, NH 03079  
 (603) 890-2128

**Somersworth, NH**

Police Chief Assessment Center 2016  
 Director Dept. of Public Works 2013  
 Economic Development Mgr. 2012  
 Fire Chief 2011  
 Robert M. Belmore, City Manager  
 City of Somersworth  
 One Government Way  
 Somersworth, New Hampshire 03878  
 (603) 692-9503

**Stratham, NH**

Town Administrator 2018  
 Board of Selectmen  
 10 Bunker Hill Avenue  
 Stratham, NH 03885  
 (603) 772-7391 x187

**Thornton, NH**

Town Administrator 2017  
 John Paul Hilliard, Chairman  
 Board of Selectmen  
 16 Merrill Access Road  
 Thornton, NH 03285  
 (603) 726-8168

**Wakefield School District, SAU 101**

Superintendent Search 2016  
 Norma Joy, Chairperson  
 Wakefield School Board  
 18 Commerce Way  
 Milton, NH 03851  
 (603) 534-1864

**Warner, NH**

Town Administrator 2013  
 David Karrick, Chairman  
 Board of Selectmen  
 PO Box 265  
 5 East Main St.  
 Warner, NH 03278  
 (603) 456-2298

**Wilton, NH**

Town Administrator 2018  
 Board of Selectmen  
 PO Box 83  
 42 Main Street  
 Wilton, NH 03086  
 (603) 654-9451

**Windham, NH**

David Sullivan, Town Administrator  
 3 North Lowell Road  
 Windham, NH 03087  
 (603) 432-7732

**Wolfeboro, NH**

Town Manager 2017  
 Fire Chief 2016  
 David Owen, Town Manager  
 84 South Main Street  
 Wolfeboro, NH 03894  
 (603) 569-8161

**MAINE****Berwick, ME**

Town Manager &  
 Interim Town Manager 2015  
 Bryan O'Connor, Chairman  
 Berwick Selectmen  
 11 Sullivan Street  
 Berwick, ME 03901  
 (207) 698-1101

**Brunswick, ME**

Town Manager 2009  
 Fran Smith, Town Clerk  
 28 Federal Street  
 Brunswick, ME 04011  
 (207) 725-6659

**Kittery, ME**

Town Manager Recruitment 2013  
 George V. Dow, Chairperson  
 Kittery Town Council  
 200 Rogers Road Extension  
 Kittery, ME 03904  
 (207) 475-1329

**Portland, ME**

City Manager Recruitment 2015  
 Gina Tapp, HR Director  
 City of Portland  
 389 Congress Street  
 Portland, ME 04101  
 (207) 874-8300

**Sabattus, ME**

Interim Town Manager &  
 Community Development 2011  
 Town Manager 2009  
 Board of Selectmen  
 Town of Sabattus  
 190 Middle Road  
 Sabattus, ME 04280  
 (207) 375-4331

**Somerset County, ME**

County Administrator 2013  
 Earla J. Haggerty  
 Interim County Administrator  
 Somerset County  
 41 Court Street  
 Skowhegan, ME 04976

**RHODE ISLAND****East Greenwich, RI**

Fire Chief Recruitment 2018  
 Ms Gayle Corrigan, Town Manager  
 Town of East Greenwich  
 125 Main Street  
 East Greenwich, RI 02818

**Portsmouth, RI**

Town Administrator 2011 & 2015  
 Police Chief 2013  
 Fire Chief 2012  
 Richard A. Rainer, Jr.  
 Town Administrator  
 2200 East Main Road  
 Portsmouth, RI 02871  
 (401) 683-3255

**Westerly, RI**

Town Manager 2018, 2015  
 45 Broad Street  
 Town Hall  
 Westerly, RI 02891  
 (401) 348-2500

**VERMONT****Essex & Junction of Essex**

Municipal Manager 2017  
 Town of Essex and Village of Essex Jct  
 81 Main Street  
 Essex Junction, VT 05452

**Hartford, Vermont**

Town Manager 2018  
 171 Bridge Street  
 White River Junction, VT 05001  
 (802) 295-9353

**Shelburne, VT**

Town Manager 2018  
 Jerry Storey, Chair of the Selectboard  
 Town of Shelburne  
 PO Box 88  
 5420 Shelburne Road  
 Shelburne, VT 05482  
 (207) 474-9861, X-232



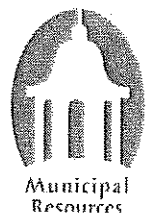
**CONNECTICUT**

**Cromwell, CT**  
Town Manager 2013 & 2015  
Public Works Director 2014  
Enzo Faienza, Mayor  
Town of Cromwell  
41 West Street  
Town Hall, 1<sup>st</sup> Floor  
Cromwell, CT 06416  
(860) 632-3410

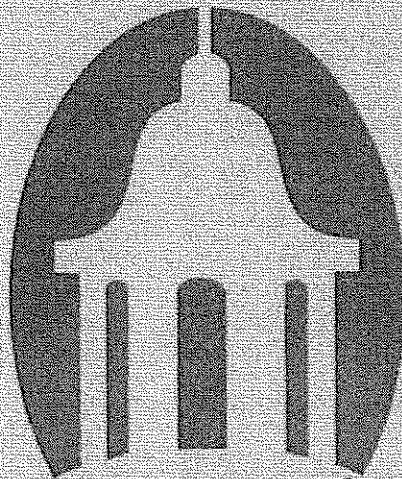
**Killingly, CT**  
Town Manager 2013  
172 Main Street  
PO Box 6000  
Danielson, CT 06239  
(860) 779-5334

**Simsbury, CT**  
Town Manager 2017  
Lisa Heavner, First Selectwoman  
933 Hopmeadow Street  
Simsbury, CT 06070  
(860) 658-3230

**Windsor, CT**  
Public Works Ops Mgr 2016  
Peter Souza, Town Manager  
275 Broad Street  
Windsor, CT 06095  
(860) 285-1800



# ***APPENDIX B***



Municipal  
Resources  
Inc.

## DANVERS, MA

### TOWN MANAGER

#### IDEAL CANDIDATE PROFILE & CHALLENGE STATEMENT

The *Ideal* Candidate for the position of Danvers, MA Town Manager will have:

A graduate degree in public administration or related field (BA/BS required)

At least 10 years of senior management experience

The willingness and ability to establish residency in and make a long term commitment to the community

A proven record of thoughtful financial management and strategic capital planning

The ability to think "outside the box" and to provide innovative solutions

Strong public speaking and presentation skills

Extensive knowledge of, and experience with collective bargaining

The ability to "listen" and to provide the highest level of customer service

A proven record of nurturing a positive culture

A demonstrated ability to provide unbiased guidance

The ability to organize and manage people

Strong public ethic, integrity and accountability

Ability to manage large scale public projects

Demonstrated skills as a consensus builder

Among the toughest challenges facing the successful candidate, will be heading an organization that has been lead, for the past 35 years by the same manager. The retiring manager has an exceptional record of service to the Town and has built an excellent team which provides exemplary services to the community. During his tenure, Mr. Marquis was very highly regarded throughout the community and by his professional peers. The new manager will need to earn the respect of the community in his or her own style and have the confidence to not be beleaguered by the inevitable comparisons to his or her predecessor. He or she must have a proven record of establishing positive internal as well as external relationships while holding her/himself and others to the highest standards of integrity and accountability. The Town Manager must also be fully committed to the concept of transparency in government and ensure transparency throughout the organization.



With an AA+ bond rating, Danvers is proud of its history of strategic financial management. Great thought has been put into managing capital expenditures so as to minimize fiscal impact from year to year. In fact, Danvers has never needed a "Prop 2 ½" over-ride. The next Town Manager will be expected to demonstrate the same fiscal acumen.

A number of top and mid-management positions will likely need to be filled during the next few years. Currently in place is a well respected management team that provides a high level of quality services to the community. It will be crucial for the next manager to have a proven record of recruiting, selecting and grooming a high performance team. Given shifts in personnel and budgets over the years, many department managers are wearing several hats that may not necessarily be traditional. As these managers retire, the Town Manager will need to assess skills and "juggle" the duties of the management team in order to maintain the expected level of service while staying within budget limitations. It is also expected that a number of elected officials and members of appointed committees will begin to "retire" from community service. With them, will be a loss of institutional knowledge that will be hard to replace as a new generation of civic volunteers moves into many of these positions. The new manager will be called upon to make a number of key appointments and to educate and support these citizens in their desire to become involved with the community.

The Danvers Town Manager serves as the lead negotiator with the Town's many collective bargaining units. Currently the Manager is in negotiations with seven of those units. The Town Manager must be an experienced and effective negotiator with demonstrated skill and success in managing and administering collective bargaining agreements. An immediate challenge facing the successful candidate will be to understand the current agreements, develop appropriate relationships with the unions and be prepared to serve as the Town's chief negotiator.

In a unique partnership, the responsibility for the maintenance of the school properties and oversight of capital projects falls under the responsibility of the Town Manager. As a member of the School Committee, the Town Manager also participates in negotiations with the school collective bargaining units. To that end, maintaining the existing positive relationship with Danvers Public Schools must be a priority of the new Town Manager. In queue for the Manager will be to achieve funding for and managing the Smith School renovation which has been stalled by two previous unsuccessful attempts to attain State grants.

In addition to the technical and professional skills desired by the community, the new Town Manager must be an excellent written and verbal communicator that can portray calm in the midst of a storm. In recent years the Town has faced two crises that gained national attention; one, a massive gas line explosion, and the other, the murder of a teacher at Danvers High School. Throughout these crises the Manager became the face of the community and did so with calm and grace, exuding the professionalism the Town has come to expect.



**HANOVER, MA**  
**TOWN MANAGER**

**IDEAL CANDIDATE PROFILE & CHALLENGE STATEMENT**

The *Ideal* Candidate for the position of Hanover, MA Town Manager will have:

<p>A graduate degree in public administration or related field</p> <p>Demonstrated experience in public management or relevant, transferable experience</p> <p>A proven record of thoughtful financial management and strategic capital planning</p> <p>The ability to be creative and identify innovative solutions</p> <p>Strong public speaking and presentation skills</p> <p>Extensive knowledge of, and experience with collective bargaining</p> <p>The ability to "listen" and to provide the highest level of customer service</p> <p>A proven record of nurturing a positive culture</p> <p>A demonstrated ability to provide unbiased guidance</p> <p>Willingness to manage Town affairs in an open and transparent manner</p> <p>The ability to lead, organize, inspire and manage people</p> <p>Demonstrated skills in working collaboratively and building consensus</p> <p>Strong public ethic, integrity and accountability</p>
---

The successful candidate for the Hanover Town Manager position must have a proven record of establishing positive internal, as well as external, relationships while holding her/himself and others to the highest standards of integrity and accountability. The Town Manager must also be fully committed to the concept of transparency and openness in government, ensuring those concepts are practiced throughout the organization. Nurturing positive relationships throughout the community, listening to the various constituencies, and working with the Town's boards and committees will be a key to success. He or she must be unbiased, having the patience to seek and value input from all sides of an issue.

Given Hanover's high expectation for quality and responsive services, the Town Manager is expected to lead, direct, mentor, and motivate a professional team that will consistently deliver these exemplary core community services. The Town Manager must seek to identify and





understand the vision of the community for its future and provide professional, technical, and management support to the elected officials in their effort to efficiently and effectively provide for the collective needs of those who live and work in the community. The ideal candidate must be able to anticipate and recognize potential problems, and then work with staff and other officials to develop solutions. The Select Board will depend on the Town Manager to present it with unbiased information on important matters in a relevant, meaningful way that provides the appropriate perspective.

Hanover is served by a number of well-respected, long tenured department heads. It is important for the new Manager to value these employees and maintain the positive working relationships that have already been established. Since a number of senior management positions may become vacant due to retirements over the next few years, it will be crucial for the next Manager to have a proven record of recruiting, selecting and grooming a high performance team.

Hanover is a very desirable community in which to live and a significant part of the challenge facing the new Town Manager will be to balance the costs of providing a high level of Town and education services at a sustainable tax rate. In order to achieve this the manager will need to help guide the Town in its desire to balance development, both commercial and residential, with the Town's desire to maintain its heritage and high quality of life. The Town will have a significant stake in the re-development of the Hanover Mall and the Manager must be a strong advocate for the Town. The Manager must also be willing to pursue innovative opportunities such as the current arrangement with the Hanover Public Schools for partnering in the facilities management and HR functions. To that end, maintaining the existing positive relationship with Hanover Public Schools must be a priority of the new Town Manager.

The Town Manager plays a significant role in negotiating and administering the Town's collective bargaining agreements. The Town Manager must be an experienced and effective negotiator with demonstrated skill and success in managing and administering collective bargaining agreements while balancing the needs of the employee with the ability of the residents to pay.

Finally, the ideal candidate must possess outstanding verbal and written communication skills. It is imperative that the Town Manager be able to communicate effectively with town leaders, staff, and the public. In order to do this, the Manager will need to have a high level of community engagement. It is the Town Manager's responsibility to keep the public informed, so he or she must be committed to operational transparency, and possess the ability to synthesize and communicate clear program/project level progress on cross-functional initiatives and activities inherent in a town Hanover's size. The Town Manager must leverage emerging technologies and other creative ways to promote community involvement. "Customer service" is a high priority for this community, which means the successful candidate must place great value on listening and providing accurate information to all members of the community.



## Relevant Experience

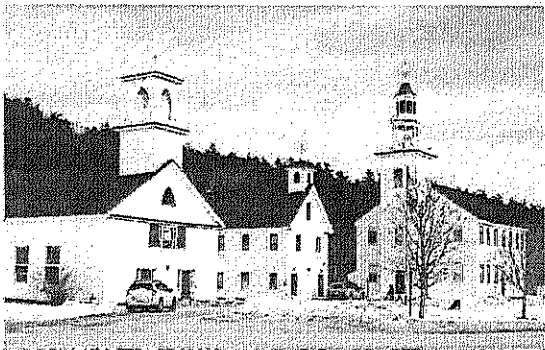
*Our experienced consultants have worked at all levels of municipal government in the Northeast. Many are recognized regionally or nationally for their expertise.*

## Effective Solutions

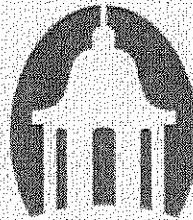
*We've seen it all! Our collective experience will help identify practical solutions that are appropriate for your community and resources.*

## Valuable Results

*Municipal Resources has a proven track record of helping municipalities provide efficient and effective services.*



Serving the Northeast for  
More than 25 years



Municipal  
Resources, Inc.

**Offices throughout New England**

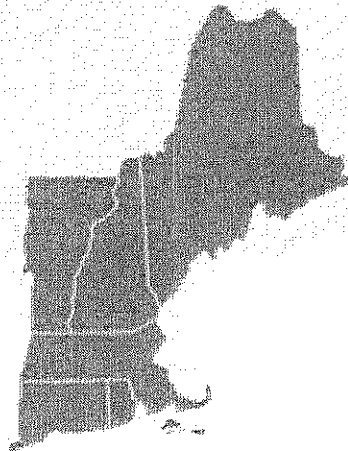
### Corporate Office:

120 Daniel Webster Highway  
Meredith, NH 03253

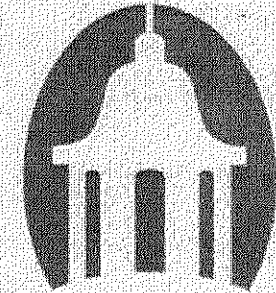
Ph: (603) 279-0352

Email: [all@mrigov.com](mailto:all@mrigov.com)

Web: [www.mrigov.com](http://www.mrigov.com)

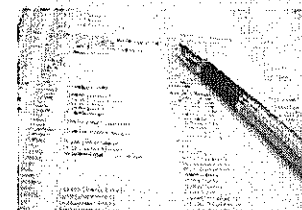
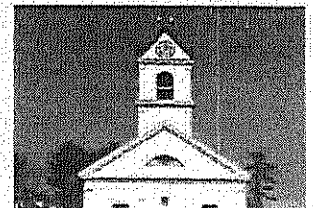


[www.mrigov.com](http://www.mrigov.com)

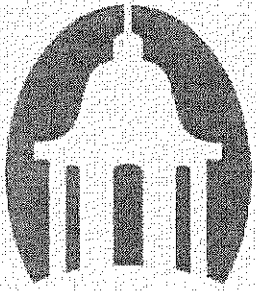


Municipal  
Resources, Inc.

*Serving New England  
Communities Since 1989*



Services for  
Effective Government



# Municipal Resources, Inc.

Serving municipalities in the Northeast for over 25 Years  
Since 1989 MRI has had a proven track record of helping municipalities provide efficient and effective services because we understand the challenges facing local governments in New England.

## Executive Recruitment

- Industry-leading programs to recruit and select key municipal positions
- Tenure guarantee
- Police and Fire Assessment Centers

## Promotional Processes

- Professional Development Assessments
- Testing

## Interim and Contracted Staffing

- Town Manager and Administrator
- Fire and Police Manager
- Finance, HR, Planning
- Code Enforcement
- Building Inspector

## Management and Organizational Services

- Our team approach provides an objective view of municipal operations
- Operational and Efficiency Studies for Public Safety, DPW, Town Hall, Planning, IT
- Accreditation Assistance
- Regionalization and Shared Services
- Staffing Studies

## Human Resources Service

- Internal Investigations
- HR Policy and Procedure Audits
- Wage and Classification Studies

## Finance Services (Municipal & School)

- Interim and Long-Term Staffing
- Bookkeeping
- Budget Preparation
- Procedure Audit and Development
- Training and Support
- Capital Asset Program Development

## Assessing Services

- Contracted Assessing
- Cyclical Fieldwork/Data Collection
- Revaluations



Relevant Experience | Effective Solutions | Valuable Results

# ***APPENDIX C***



Municipal  
Resources  
Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		CONTACT NAME: Lynn Blanchard, CIC, CISR PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: lblanchard@crossagency.com	
INSURED MUNICIPAL RESOURCES INC 120 DANIEL WEBSTER HIGHWAY  MEREDITH NH 03253		INSURER(S) AFFORDING COVERAGE INSURER A: Massachusetts Bay Ins Co NAIC # 22306 INSURER B: Hanover Ins Co. 22292 INSURER C: Houston Casualty Co. 42374 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 All lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ODV8197631	01/26/2019	01/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AHV8041501	01/26/2019	01/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ODV8197631	01/26/2019	01/26/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A WHV8198601 (3a.) MA ME NH	01/26/2019	01/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER D. Jutton excluded E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		H719112869	01/26/2019	01/26/2020	Each claim 2,000,000 Total- all claims 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# ***APPENDIX D***



Municipal  
Resources  
Inc.

**SIGNATURE PAGE**

The applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.
2. No consultant to, or subcontractor for the applicant has given, offered, or agreed to give any gift, contribution or offer of employment to the applicant, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the applicant.
3. That no person, corporation, or, other entity other than a bona fide full-time employee of the applicant has been retained or hired to solicit for, or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

I hereby attest with full knowledge of the penalties for perjury, as in accordance with Massachusetts G.L. C.7, S.38E that all information provided in this application for services is correct.

Municipal Resources, INC.

Firm

Alan S. Gould

Signee (written)

Alan S. Gould

Signee (typed/printed)

President

Title

3/20/19

Date

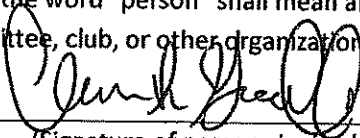
**MUST BE RETURNED SIGNED WITH THE SEALED PROPOSAL PACKET**

**NON-COLLUSION STATEMENT**

**CONTRACTOR'S CERTIFICATION IN BID/PROPOSAL TO BE ATTACHED TO CONTRACT**

Any person submitting a Bid or Proposal for the procurement or disposal of supplies and services to any governmental body shall certify in writing, on the Bid or Proposal, as follows:

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

3/24/14   
(Date) (Signature of person signing bid or proposal)

Alan S. Gould  
(Printed name of person signing bid or proposal)

President  
(Title)

Municipal Resources, Inc.  
(Name of Business)

120 Daniel Webster Highway, Meredith, NH 03253  
(Business address)

603-279-0352  
(Business Phone Number)

**MUST BE RETURNED SIGNED WITH THE SEALED PROPOSAL PACKET**

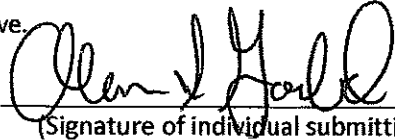


**CERTIFICATE OF CORPORATE AUTHORITY**

The principal, officer or person to sign below pledges under penalties of perjury, that he or she has been designated by the owner(s) or the Board of Directors of the below named firm as an authorized representative.

2/19/24

(Date)



(Signature of individual submitting bid or proposal)

Alan S. Gould, President, Municipal Resources, Inc.

(Printed name and title of person signing bid or proposal)

Municipal Resources, Inc.

(Name of business)

120 Daniel Webster Highway, Meredith, NH 03253

(Business address)

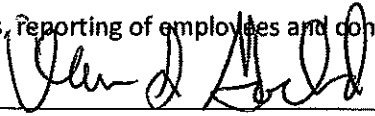
603-279-0352

(Business phone number)

**MUST BE RETURNED SIGNED WITH THE SEALED PROPOSAL PACKET**

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, the below named business is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

3/26/11        
(Date)                      (Signature of individual submitting bid or proposal)

Alan S. Gould, President  
(Printed name of person signing bid or proposal)

Municipal Resources, Inc.  
(Name of business)

120 Daniel Webster Highway, Meredith, NH 03253  
(Business address)

603-279-0352  
(Business phone number)

**MUST BE RETURNED SIGNED WITH THE SEALED PROPOSAL PACKET**

**BOARD OF SELECTMEN MEETING**

*April 2, 2019*

**OLD BUSINESS**

**L.**

**Maple Woods Senior Affordable Housing**

**Project Update**

*(5 Minutes)*