



**Town of Wenham  
BOARD OF SELECTMEN  
AMENDED AGENDA**

**Tuesday, June 18<sup>th</sup>**

**5:45 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.

**5:45 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.

- Town Administrator Contract Conditions
- Community Preservation Act Grant Agreements

**6:30 P.M.**

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

**6:35P.M.**

**ANNOUNCEMENTS**

**JW**

1. Applications Available for 40 Hull Street Habitat of Humanity of the North Shore Project – wenhamma.gov
2. Community Block Party – Saturday, June 22, 2019, 4:00 – 9:00pm
3. Open Meeting Law Summer School – Wednesday, June 26, 2019, 7:00 – 8:00pm
4. Sign Up for our Fall 2019 Citizens Leadership Academy
5. Town Administrator Search Committee Update

**6:45 P.M.**

**REPORTS**

TOWN ADMINISTRATOR – Update

CHAIRMAN

SELECTMEN

**6:50 P.M.**

**CONSENT AGENDA**

**JC**

- A. One Day Liquor License Request – Jessica Morehouse, Leena's Bartending & Catering Professionals Carr – Wall Wedding Shower at First Church in Wenham, Saturday, June 22, 2019, 4:30pm – 8:30pm
- B. Minutes – Open Session: February, 12, 2019; February 25, 2019; March 19, 2019; March 28, 2019; April 30, 2019; June 4, 2019  
Executive Session: February 12, 2019; March 15, 2019; March 19, 2019; April 30, 2019

**7:00 P.M.**

**NEW BUSINESS**

- C. Appointments (30 minutes) **See Attachment A**

**CH**

- Police Department: Sergeant David T. Marsh
- Animal Control Officer: Stephen B. Kavanagh
- Animal Control Indigenous: Stephen B. Kavanagh
- Clock Winder: Stephen B. Kavanagh
- Audit Committee
- Cemetery Commission
- Community Preservation Committee
- Conservation Commission
- Council on Aging Board
- Eastern Essex Veterans District Representative
- Eastern Essex Veterans District Representative Alternate
- Hamilton-Wenham Community Access & Media
- Hamilton-Wenham Joint Recreation Board
- Historic District Commission
- Iron Rail Commission
- Open Space and Recreation Committee
- Veterans Committee
- Wenham Affordable Housing Trust
- Wenham Issues of Social Service (WISSH)
- Zoning Board of Appeals
- Zoning Board of Appeals Associate

- D. Recommendations on FY19 Merit Pay for Non-Union Employees (10 minutes)

**JW**

- |   |    |
|---|----|
| E. Review and Potential Approval of Vacation Adjustment (5 minutes)   | CH |
| F. Year End Appropriation Transfer Requests – Finance Director, Patty Moore (10 minutes)  | JW |
| G. Approve Signatures to AFSCME, Council 93, Local 2905 & Wenham Call Firefighters Association<br>2021 – 2023 Contracts (5 minutes) | JC |
| H. Possible Town Hall Schedule Modification (5 minutes)   | JW |
| I. Other matters, as may not have been reasonably anticipated by the Chair (Discussion Only)  | JW |

**8:05 P.M.**

**OLD BUSINESS**

- |  |    |
|--|----|
| J. Potential Approval of Pleasant Pond Agreement Between the Towns of Hamilton and Wenham<br>(5 minutes) | JW |
| K. Review and Potential Approval of Chapter 61 Right of First Refusal Policy (5 minutes)                 | CH |

**8:15 P.M.**

**ANTICIPATED ADJOURNMENT**

## Attachment A: Board Committee Openings/Interest

Committee	Openings	Letters of Interest	Vacancies	Term Ends	Re-Appointments	Term Ends
<b>Audit Committee</b>	<b>3</b>	<b>2</b>			3	6/30/2020
Letters of Interest: <u>Rich Jones</u> , <u>Jack Wilhelm</u>						
<b>Cemetery Commission</b>	<b>1</b>	<b>1</b>	1	6/30/2020		
Letters of Interest: <u>Bill Wilson</u>						
<b>Community Preservation</b>	<b>2</b>	<b>2</b>			2	6/30/2022
Letters of Interest: <u>Patrick Waddell</u> , <u>William Weihs</u>						
<b>Conservation Commission</b>	<b>4</b>	<b>3</b>	1	6/30/2022	3	6/30/2022
Letters of Interest: <u>Bob Burnett</u> , <u>Phil Colarusso</u> , <u>Malcolm Reid</u>						
<b>Council on Aging</b>	<b>4</b>	<b>1</b>	2	6/30/2022	2	6/30/2022
Letters of Interest: <u>Karen M. D'Amour</u>						
<b>HW Community Access</b>	<b>3</b>	<b>2</b>	2	6/30/2022	1	6/30/2022
Letters of Interest: <u>Brian Doser</u> , <u>Jennifer Joyce</u>						
<b>HW Cultural Council</b>	<b>2</b>	<b>0</b>			2	6/30/2022
Letters of Interest:						
<b>HW Joint Recreation</b>	<b>1</b>	<b>2</b>			1	6/30/2022
Letters of Interest: <u>Dan Curran</u> , <u>Len Dolan</u>						
<b>Historic District Comm.</b>	<b>1</b>	<b>1</b>	1	6/30/2020		
Letters of Interest: <u>Lisa Benecke</u>						
<b>Iron Rail Commission</b>	<b>3</b>	<b>2</b>	2	6/30/2022	1	6/30/2022
Letters of Interest: <u>Jennifer Joyce</u> , <u>Natalie Kavanagh</u>						
<b>Open Space &amp; Recreation</b>	<b>7</b>	<b>8</b>	3	6/30/2020	4	6/30/2020
Letters of Interest: <u>Ernest Ashley</u> , <u>Lori Bucci</u> , <u>Vincent Fennell</u> , <u>Louis Randazzo</u> , <u>Asma A. Syed</u> , <u>Tom Starr</u> , <u>Patrick Waddell</u> , <u>Ann Weeks</u>						
<b>Veterans Committee</b>	<b>3</b>	<b>3</b>			3	6/30/2022
Letters of Interest: <u>Peter Hersee</u> , <u>Jack Wilhelm</u> , <u>Bill Wilson</u>						
<b>Wenham Affordable Housing</b>	<b>3</b>	<b>8</b>	1	6/30/2021	2	6/30/2021
Letters of Interest: <u>Dana Bagnell</u> , <u>Harriet Davis</u> , <u>Catherine Harrison</u> , <u>Jennifer Joyce</u> , <u>John Maestranzi</u> , <u>Huntley Skinner</u> , <u>Jack Wilhelm</u> , <u>Rick Woodland</u>						
<b>WISSH Committee</b>	<b>4</b>	<b>2</b>			4	6/30/2022
Letters of Interest: <u>Tracey Hutchinson</u> , <u>Marisa Bartlett</u>						
<b>Zoning Board of Appeals</b>	<b>1</b>	<b>1</b>			1	6/30/2022
Letters of Interest: <u>Evan Campbell</u>						
<b>ZBA Associate</b>	<b>3</b>	<b>1</b>	1 1	6/30/2020 6/30/2021	1	6/30/2022
Letters of Interest: <u>Dana Begin</u>						

\* Underlined names are current committee members

# **Board of Selectmen Meeting Announcements – June 18, 2019**

*Jack Wilhelm*

## **1. Habitat for Humanity of the North Shore Hull Street Project Applications**

Applications are now being accepted for two affordable units to be built on Hull Street. This is a Habitat for Humanity of the North Shore project, and there is a local preference on this project for a family who works, lives or attends school in Wenham. Applications may be downloaded at [wenhamma.gov](http://wenhamma.gov) or picked up at the Town Clerk's Office here in Town Hall or at Habitat for Humanity North Shore in Danvers and are due by August 2<sup>nd</sup>. Persons considering applying are strongly encouraged to attend one of two application informational meetings on Thursday, June 27<sup>th</sup> at 10:00am and 7:00pm at the First Church Wenham, 1 Arbor Street. Visit the town website for more information.

## **2. Community Block Party at Patton Park**

The Annual Community Block Party is this Saturday, June 22<sup>nd</sup> from 4:00-9:00 pm. Start the afternoon off by decorating for the bike parade at the Hamilton-Wenham Public Library between 3:00-4:00pm, then make your way to Patton Park where the music, kids' activities and food trucks will keep everyone entertained until the fireworks begin at dusk. Rain date is June 23<sup>rd</sup>. Contact The Community House for more information.

## **3. & 4. Open Meeting Law Summer Session & Citizens Leadership Academy**

Jackie is here to tell us about an upcoming Open Meeting Law Summer School session on June 26<sup>th</sup> and the Fall 2019 Citizens Leadership Academy.

## **5. Town Administrator Screening Committee Update**

The Board of Selectmen will interview candidates for Town Administrator on Thursday, June 20<sup>th</sup> starting at 5:45pm in the Selectmen's Room. The meeting will be televised live courtesy of HWCAM on Comcast Channel 8 & Verizon Channel 36, as well as streaming on YouTube.





## Applications Available for Duplex Home In Wenham, Ma

**Application Deadline : August 2, 2019**

Two affordable units to be built on Hull Street: a two bedroom at \$145,000 and a three bedroom at \$150,000, estimated monthly payment \$1,000. Home can be made handicap accessible. There is a local preference for a family who works, lives or attends school in Wenham.

Persons considering applying are strongly encouraged to attend one of two application informational meetings:

**Thursday, June 27<sup>th</sup> at 10am or Thursday, June 27<sup>th</sup> at 7pm**  
**Location : First Church Wenham, 1 Arbor Road, Wenham**

### Income Guidelines:

Household Size	Minimum Income 40% Area median	Maximum Income 60% area median
1	\$ 33,200	\$ 49,800
2	\$ 37,920	\$ 56,880
3	\$ 42,680	\$ 64,020
4	\$ 47,400	\$ 71,100
5	\$ 51,200	\$ 76,800
6	\$ 55,000	\$ 82,500

Applications available at: <http://www.habitatforhumanity-northshore.com>

Habitat for Humanity North Shore, 14 Park Street, Danvers, MA  
Wenham Town Clerks Office, 138 Main Street, Wenham, MA

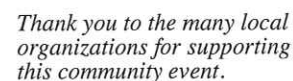
A Habitat Partnership may be the solution for your family, if you are in need of affordable housing, willing to complete required "sweat equity", able to make housing payments of \$800/month and are a first time home-buyer (some exceptions may apply).





**MUSIC • KIDS ACTIVITIES • FOOD TRUCKS**

**BAR AND ENTERTAINMENT AT THE COMMUNITY HOUSE 4:30 - 8:30**





# Open Meeting Law Summer School

Structure more productive meetings for your committee

Topics Covered:

- Agendas
- Posting Procedures
- Minutes
- OML Basics



Wednesday, June 26

7:00-9:00 pm

Hamilton-Wenham Public Library



To sign up or for more information, call the Wenham Town Clerk's  
Office at 978-468-5520 ext. 1 or email [dbucco@wenhamma.gov](mailto:dbucco@wenhamma.gov)

Open to all elected and appointed officials (new and long term)  
Light refreshments



# Returning this fall!

## Town of Wenham Citizens Leadership Academy Fall 2019



Registration is OPEN for the Third  
Wenham Citizens Leadership Academy!

*Learn about department functions and services • Tour facilities  
Meet town staff and ask questions • Find new ways to get involved*



- 11 weekly sessions led by department heads.
- Academy is no cost for participants.
- All residents 18+ encouraged to attend.
- Academy concludes with a mock town meeting and graduation at a Board of Selectmen meeting.
- Wednesday sessions starting on September 18
- Register online or the Town Clerk's Office

For more information: 978-468-5520 x. 4 or [jbresnahan@wenhamma.gov](mailto:jbresnahan@wenhamma.gov)



# **Town of Wenham**

## **Citizens Leadership Academy 2019**

**Wednesdays 6:30 – 8:30 pm**

Sessions and Locations

- **Day 1: Getting to know Town Government** (*Town Hall*)  
September 18<sup>th</sup> – Jack Wilhelm & Jackie Bresnahan
- **Day 2: The Budget Process, Treasurer/Collector, Permitting Office** (*Town Hall*)  
September 25<sup>th</sup> – Finance Committee, Patty Moore, Jackie Bresnahan
- **Day 3: Fire Department** (*Begin at Town Hall, Continue at Fire Station*)  
October 2<sup>nd</sup> – Chief Kavanagh and the Wenham Fire Department
- **Day 4: COA/SHINE, Veterans Committee, Assessing** (*Council on Aging*)  
October 9<sup>th</sup> – Jim Reynolds, Lucy Sprague Frederiksen, Dean Pedersen, Steve Ozahowski
- **Day 5: Police Department** (*Begin at Town Hall, Continue at Police Station*)  
October 16<sup>th</sup> – Chief Perkins and the Wenham Police Department
- **Day 6: Water Dept., Cemetery Commission, & Housing in Wenham** (*Town Hall*)  
October 23<sup>rd</sup> – Erik Mansfield, Gary Cheeseman, Josh Anderson, & Bruce Blanchard
- **Day 7: Accounting, Open Space, Conservation, Planning, & GIS** (*Town Hall*)  
October 30<sup>th</sup> – Chris Holak, Melissa Berry, & Margaret Hoffman
- **Day 8: Veterans Services, Town Clerk, & Town Moderator** (*Town Hall*)  
November 6<sup>th</sup> – Karen Tyler, Dianne Bucco, & Trudy Reid
- **Day 9: Public Works, Board of Health, & Hot Topics Discussion** (*Town Hall*)  
November 13<sup>th</sup> – Bill Tyack, Dr. Andrew Ting, & Jackie Bresnahan
- **Day 10: Recreation Department and Library** (*H-W Library*)  
November 20<sup>th</sup> – Sean Timmons & Kim Butler
- **Day 11: Mock Town Meeting & “The Big Picture”** (*Town Hall*)  
December 4<sup>th</sup> – Town Meeting Key Participants & Jackie Bresnahan

Direct any questions or sign ups to [jbresnahan@wenhamma.gov](mailto:jbresnahan@wenhamma.gov) or 978-468-5520 ext. 4

# **BOARD OF SELECTMEN MEETING**

*June 18, 2019*

## **REPORTS**

- INTERIM TOWN ADMINISTRATOR – Update
- CHAIRMAN
- SELECTMEN

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**CONSENT AGENDA  
DRAFT MOTION**

I move to approve all items in the Consent Agenda as presented, including the release of Executive Session meeting minutes of February 12<sup>th</sup>, March 15<sup>th</sup> and March 19<sup>th</sup> and the Executive Session meeting minutes of April 30<sup>th</sup> to be held until further notice.

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**CONSENT AGENDA**

**A.**

**Meeting Minutes**

➤ **Open Session:**

February, 12, 2019

February 25, 2019

March 19, 2019

March 28, 2019

April 30, 2019

June 4, 2019

➤ **Executive Session:**

February, 12, 2019

February 15, 2019

March 19, 2019

April 30, 2019



TOWN OF WENHAM  
Board of Selectmen  
Meeting of February 12, 2019  
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Tuesday February 12, 2019 at 5 pm in the Selectmen Chambers.

The Town of Wenham has a three-member Board of Selectmen elected for three-year terms with one seat up for election each year. Jack Wilhelm (2019) Catherine Harrison (2020); John Clemenzi (2021)

The Board of Selectmen serve as the chief executive body of the Town. The board's duties include in part appointing the Town Administrator and other board/committee members, developing goals and policies, preparing the town report, the annual budget, and presenting the warrant for Town Meeting.

The Board typically meets the first and third Tuesday of each month at 6:30 pm in Town Hall. The BOS meetings are posted on the Town calendar. All meetings are open to the public and may be viewed on local cable channels HWCAM.org or You Tube HWCAM

**Call to Order** - With a quorum present, Ms. Harrison called the BOS meeting to order at 5 pm

Selectmen present: Catherine Harrison, Chair; Jack Wilhelm, Clerk

Not present: John Clemenzi, Vice Chair

Also present: Peter Lombardi, Town Administrator; Catherine Tinsley, Recording Secretary

**Public Information**

- Meeting packet
- Open Session was recorded with permission by HWCAM

**Executive Session**

- Community Preservation Act Historic Preservation Restriction

*Vote: Ms. Harrison moved the BOS enter into executive session under M.G.L. Ch. 30A, § 21 (6) To consider the purchase, exchange, taking, lease or value of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body and return to open session to enter into another Executive Session. The motion carried by roll call vote.*

- Maple Woods

*Vote: Ms. Harrison moved the BOS enter into executive session under M.G.L. Ch. 30A, § 21 (3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigation position of the public body and the chair so declares and to include Special Counsel, Adam Costa, and to return to open session. The motion carried unanimously by roll call vote.*

**Public Input-** There was none.

**Announcements**

- Cutest Dog Contest: The Town Clerk was present and announced Patches Brown won the Cutest Dog Contest with 15% of the votes. Lisa Cain, Owner of Wags Day Care donated a gift basket. The calendar will be available March 1.
- Annual Town Elections - Town Election Day is Thursday April 11. Absentee ballots are available for this election through the Town Clerk's Office.
- Nomination papers are available and due back to the Town Clerk's Office February 21. These positions are listed on the Town's web site.

**Reports**

Town Administrator

- Personnel- After almost 30 years working as an officer for the Wenham Police Department, Sergeant Jon Gray will be retiring effective March 15, 2019. We thank him for his many years of service to the organization and community. To fill this vacancy, Chief Perkins has posted the position and is seeking an officer with at least 5 years of full-time experience to complement the 2 new reserves who were recently hired as full-time officers and plan to attend the Academy this spring. The posting expires on Friday February 22.
- The Library Director Screening Committee will be meeting next week to review the candidate pool (today is the submission deadline) and invite a handful of applicants in for preliminary interviews with screening Committee in the next few weeks.

## Consent Agenda

*Vote: The BOS unanimously voted to remove the December 4, 2018 minutes from the consent agenda.*

*Vote: The Bos moved to approve all items in the Consent Agenda as presented, including with the Executive Session meeting minutes from November 27 to be held until further notice.*

### A. Minutes

Removed: Open Session December 4, 2018 - Held for review

Executive Session: November 27, 2018 (3). – Held not for release

### B. Acceptance of \$1,000 Donation to the Veterans Committee for Wreaths Across America

From Treasurer of Airforce Association Mike Therrien. The gift was acknowledged with gratitude

\*Fire Based Ambulance Program. The agenda taken out of order with consent.

## New Business

- Discussion of Potential Next Steps Re Process to Fill the Town Administrator Position on a Short & Long-Term Basis
- Memo from Catherine Harrison, Chair, Board of Selectmen

Ms. Harrison announced that Peter Lombardi accepted a Town Administrator position with the Town of Brewster and would leave Wenham in April.

The BOS discussed a transition plan including hiring an interim Town Administrator and the preferred process.

Mr. Wilhelm supported considering internal candidates as well as consider external candidates for interim Town Administrator.

The interim position should start a week prior to Mr. Lombardi leaving and extend up to 6 months.

The appointment of a permanent Town Administrator would also need to be begin and the Board agreed to use an executive recruitment firm. Mr. Lombardi informed the Board that three bids must be solicited, although they do not need to interview all three.

The Board observed a Town Administrator Screening Committee worked well previously and to go forward with this process again; Mr. Lombardi will provide the process used previously including the Committee's charge.

- Potential Revision to Wenham Connects Committee Charge
- Memo regarding Potential Revision to Wenham Connects Committee Charge from P. Lombardi, February 8, 2019
- Memo regarding Updated Charge for Wenham Connects Committee from P. Lombardi, January 2, 2019
- Memo regarding Proposed Charge for Wenham Connects Committee from P. Lombardi, December 13, 2018

Mr. Lombardi reported that eight letters of interest were received for this Committee; one interested person was a Hamilton resident who cannot be appointed to a Wenham Committee. Potentially with 7 members and 2 staff ex officio the number of members would exceed the maximum number of seven as set by the BOS in the Charge.

The BOS may amend this number and cap the Committee up to 9. Mr. Lombardi observed there is a check in point before the Committee is reappointed in 2020 and the Board may further amend the charge.

*Vote: Mr. Wilhelm moved the BOS amend the Wenham Connects Committee Charge that the Committee be comprised of up to nine members. The motion carried unanimously.*

## Appointments

- Wenham Connects Committee
- Letters of Interest from: Marianne T. Cannon, Albert W. Dodge, Marcia Ford, LuBeth W. Kuemmerle, Martha B. Lowery, Ann M. O'Shea, Patricia A. Tremblay, Francois E. Wilhelm
- Zoning Board of Appeals: Dana M. Begin or Evan N. Campbell
- Resignation Letter from Christopher Vance, ZBA
- Recommendation from Zoning Board of Appeals

*Vote: Mr. Wilhelm moved to appoint the following people to the Wenham Connects Committee for a term beginning February 12, 2019 and ending June 30, 2020: Marianne T. Cannon, Albert W. Dodge, LuBeth W. Kuemmerle, Martha B. Lowery, Ann M. O'Shea, Patricia A. Tremblay, Francois E. Wilhelm, James R. Reynolds, Peter Lombardi. The motion carried unanimously.*

Ms. Harrison noted that Lt Governor Karen Polito was in Wenham for the Community Compact Grants and was quite interested in Wenham Connects and what the Town is doing for age friendly community.

- Zoning Board of Appeals: Dana M. Begin or Evan N. Campbell

With the resignation of one full time member, the Associate Members both submitted letters on interest as a full-time member of the Zoning Board.

Ms. Harrison noted that Mr. Campbell is the senior Associate Member and was supported by the ZBA to be appointed to fill the remaining term of Chris Vance.

*Vote: Mr. Wilhelm moved to appoint Evan Campbell as a full member Zoning Board of Appeals for a term beginning February 12, 2019 and ending June 30, 2019. The motion carried unanimously.*

There is now an opening on the ZBA for an Associate Member.

- Maple Woods Senior Affordable Housing Project Update
  - 2019 CPA Project Funding Application for Maple Woods from Harborlight Community Partners, Inc., January 23, 2019
  - Memo regarding Maple Woods Project Funding Request from Adam J. Costa, Esq., Mead, Talermin & Costa, LLC, January 29, 2019
  - Memorandum of Agreement with The Shannon Company for 62 Maple Street Appraisal, Signed January 31, 2019
  - Maple Woods Housing LLC Schematic Design by Siemasko & Vertbridge
  - CPA Fund Balances FY 2020 Planning Document, February 6, 2019
  - Review and Potential Approval of Community Preservation Act Grant Agreement and Historic Preservation Restriction Agreement with Wenham Museum
  - Proposed Community Preservation Act Grant Agreement with the Wenham Historical Association and Museum, Inc.
  - Proposed Preservation Restriction Agreement between the Wenham Historical Association & Museum, Inc. and the Town of Wenham

Ms. Harrison reported that discussions continue regarding the Term Sheet as a Settlement Agreement.

The BOS determined it is the best interest of the Town to get an appraisal of the property at 64 Maple Street being proposed for Maple Woods; Harborlight will purchase the property for \$1.8 million. This property is Chapter Land and the true value is important especially for the Right of First Refusal process under M.G.L. Chapter 61.

There is an application before the Community Preservation Committee (CPC) for \$750,000 (in part) for the acquisition of the property.

Mr. Lombardi gave a brief overview of the Community Preservation Fund balances. The total funding request is \$1,041,300. If all the applications are funded, the Historic Fund, Community Housing Fund, and Budgetary Reserve fund would all have a zero balance. Only two accounts would carry a balance being the Reserve Fund at \$98,000 & the Open Space Fund at \$677,000. The following submitted an application for CPA funding: Community House \$98,000; Habitat for Humanity (Hull Street) \$60,000; Harborlight/Maple Woods \$ 750,000; Town Hall Debt \$126,100; Town-wide Trail Map \$6,000 and a bench at Wenham Lake \$1,200.

Mr. Lombardi further explained the Term Sheet sets a standard of a million dollars of Town funding for Harborlight to move forward with a 45 unit project. The CPC may recommend additional funding for Harborlight and not fund the Community Housing and Habitat for Humanity.

The BOS were hesitant to recommend the CPC to fund the Harborlight application beyond the request.

Mr. Wilhelm identified that there is a misnomer that the town would be protected from unfriendly 40b's but Special Counsel explained once the comprehensive permit is granted the Town has protection for 1 year, then if building permit is pulled, the protection stays in place for another 18 months, at which time an occupancy certificate must be secured for those units to be counted as affordable. In total, the Town could be protected for 2 ½ years against 40b developments.

Mr. Wilhelm recalled that Mr. DeFranza stated that the project would most likely not be shovel ready for 5 years, resulting in the town being exposed another development by an unfriendly 40b.

Ms. Harrison clarified that the Affordable Housing Trust has not received an application for this project to date. She referenced the Affordable Housing Plan outlines a 5-year plan to reach the 10% affordable housing without this project.

- Review and Potential Approval of Community Preservation Agreement with Wenham Museum
  - Proposed Community Preservation Act Grant Agreement with the Wenham Historical Association and Museum, Inc.
  - Proposed Preservation Restriction Agreement between the Wenham Historical Association & Museum, Inc. and the Town of Wenham

*Motion: Ms. Harrison moved to approve the proposed Community Preservation Act Grant Agreement and Historic Preservation Restriction Agreement between the Town of Wenham and the Wenham Historical Association, Inc. Under Discussion:*

The Wenham Museum applied for a CPA funding last year for renovations to the building in the amount of \$107,000. The CPC supported and Town Meeting approved \$89,455. As part of this approval the BOS was authorized to enter into a grant agreement including a historical preservation restriction on the property. The Museum and BOS have been negotiating the Preservation Agreement. Ms. Harrison noted this Agreement has not been signed by the Museum yet.

Prior to signing the documents, Mr. Wilhelm disclosed he was a member and Trustee of the Wenham Museum but never attended any meetings when this was discussed or participated in any negotiations other than with the BOS.

Harriet Davis, Chair of the CPC, was in the audience and stated that the lease term was for 29 years.

*Vote: The motion carried unanimously.*

- Review of Regional Dispatch Feasibility Study for Danvers or Hamilton, Review of Draft Intermunicipal Agreement for North Shore 911 Center, and Discussion of Potential Next Steps
- Regional Dispatch Feasibility Study from Municipal Resources, Inc. - Placeholder
- Draft Intermunicipal Agreement for the Joint Provision of Public Safety Communication, Dispatch and Operations Services
- Letter regarding Proposed IMA for North Shore 911 Center to Matthew Moran, Undersecretary, Forensic Science and Technology, Massachusetts Executive Office of Public Safety and Security and Frank Pozniak, State 911 Department, Massachusetts Executive Office of Public Safety and Security from Peter Lombardi, Town Administrator, December 12, 2018
- Memo regarding Status Update on Regional Dispatch and Review of Proposed New Intermunicipal Agreement for the Joint Provision of Public Safety, Communications, Dispatch, and Operations Services from P. Lombardi, November 30, 2018

Mr. Lombardi reviewed that State 911 will assume management of the regional dispatch in Middleton starting July 1, 2019. State 911 drafted a new Intermunicipal Agreement and solicited comments from the communities.

Mr. Lombardi along with the Fire & Police Chiefs responded with their concerns with the IMA as drafted. The IMA was revised by State 911 and released a new iteration of the IMA with significant amendments in response to the concerns from the communities.

Noteworthy amendments included:

- Increase community involvement
- Reduction of the initial withdrawal term from 7 years with a 3-year notice to 5 years with a 2-year notice provision.
- State 911 owns all capital infrastructure and would be responsible for
- Fully funding all operations; no required contribution from participating communities— \$80,000 plus savings to Wenham
- Added language that member communities may opt out in the first 2 years

This gives the BOS more time to consider all options and get an understanding of how State 911 will operate.

The Town anticipates receiving the feasibility study from MRI regarding a shared service with other communities.

\*Review of Fire-based EMS Pilot Program and Potential Decision to Continue to Provide Basic Life

- Wenham Fire Department Ambulance Report Letter from Stephen B. Kavanagh, Fire Chief, February 12, 2019
- Town of Wenham Vital Signs Report, January 1, 2018 – December 31, 2018

Captain Baxter and Captain Sullivan were present and spoke on the fire-based EMS pilot program.

*Motion: Mr. Wilhelm moved, based on the overall success of the one-year pilot program and consistent with the recommendation of Fire Chief Kavanagh, to approve the continuation of providing Fire-based Basic Life Support Emergency Medical Services on a permanent basis effective March 27, 2019. Under discussion:*

Captain Baxter spoke on behalf of the Fire Chief who was at training and gave an overview of the pilot ambulance program that started March 2018.

The ambulance has responded to 313 calls to date or an average of 30 calls a month. The average response time was 5 minutes 57 seconds compared to prior contracted ambulance service that responded 90% of the time in 12 minutes or less, in part due to other ambulance services responding from out of town.

Mr. Baxter reviewed the financial aspect of the service including that the reimbursement figures for a net revenue to the Town of \$201,819.68, of which Town has received approximately \$68,559.87 in payments to date.

Captain Baxter noted start-up costs were minimal to the Town due to the Fire Department Gift Account and Wenham Fire Company donating the ambulance, stair chair, stretcher, and Lucas Device totaling more than \$28,500.

There are on-going negotiations with the Union for additional time related to the ambulance transport; the current contract is up in June 2019; a side letter was negotiated for the current contract.

There is a capital expense of \$75,000 - \$100,000 for ambulance replacement in 2021.

Atlantic ALS (Advanced Life Support) responds to emergencies as needed according to protocol and with BLS (Basic Life Support) as back up.

In the Fire Chief's report, he recognized the Firefighter's dedication and professionalism to the Department and residents.

The Fire Chief and Captains recommended the service continues.

*Vote: The Motion carried unanimously.*

- Review of Warrant Articles and Discussion on Prioritization

- General Bylaw Amendment regarding Historic District Commission (HDC)

Present: Dana Bagnell, Chair HDC; Mary Wood, Harriet Davis

1. Historic District Commission & Historical Commission

Due to an administrative error, the Historic District Commission and the Historical Commission bylaws were merged. These bylaws have been separated and need to be approved by town meeting.

2. General Bylaw Amendment regarding Non-Criminal Disposition

The Historic District in Wenham includes all of Main Street from the Beverly town line to the Hamilton town line.

The HDC has no authoritative enforcement or means to fine offenders of the historic district bylaws and proposed a bylaw to fine offenders through the Building Inspector to impose fines up to \$100 a day the same as a non-criminal disposition with local appeal process. Currently unresolved disagreements between the HDC and homeowners goes to Superior Court.

- Review of Zoning Bylaw Amendments as Recommended by the Planning Board

- Reduction in number of Conservation Commission members from 7 to 5

A reduction of Commissioners is allowed under the statute. Currently there are 6 Commissioners. One member has not attended in more than a year due to health issues and would not ask to be reappointed. The Commissioners supported a reduced Commission to make quorum by reducing the Commission from 7 to 5.

Ms. Harrison expressed concern with the reduction of any board as it ultimately reduces the representation of the board and did not support making a permanent change to the Commission.

Ms. Lombardi observed most of these members work in this particular specific field and need to frequently recuse themselves and this also reduces quorum.

- Creation of One Associate Planning Board position

The Planning Board has historically had difficulty filling open seats and requested to add an Associate Member, specific to Special Permit application. The Planning Board is an elected position for 5 years, but an associate member would be a BOS appointed position. It was also hoped this would expose interested residents to the Planning Board to eventually run for an open seat.

Ms. Harrison reiterated the need to communicate to residents concerning open seats and the need for community involvement.

- General Bylaw Amendment Regarding Non-Criminal Disposition

This is part of the ongoing codification project when it was determined that the non-criminal bylaw doesn't cover fines that are listed in the bylaws without a way to enforce fines.

This would be a general bylaw that any fine would be under this new Non-Criminal Disposition Bylaw and provide a way for the town to impose fines. There are no proposed changes in the fee structure.

Ms. Harrison questioned being able to put all proposed articles on the warrant.

Mr. Lombardi noted there are currently 27 draft articles on the warrant.

There is a joint meeting of the Finance Committee and BOS Thursday.

- FY20 Budget Update

- FY 20 Budget Update PowerPoint, Peter Lombardi, Town Administrator, February 5, 2019

- FY20 Budget Requests Above Level Services, Aggregated BOS and FinCom Feedback – February 2019

Mr. Lombardi gave a brief overview concerning the Town's FY20 budget.

The Town could accommodate a \$135,000 increased assessment for the HWRSD in the levy limit budget.

An operating override of \$559,000 would be needed for the HWRSD budget. This is a higher amount than last year but would be a similar structure.

The Town budget will not be funding the significant needs of the Town i.e. no new capital, no new operating expenses including needed staff.

Mr. Wilhelm proposed that the OPEB (\$250,000) and School Resource Officer (\$73,000) be a separate warrant article.

**Adjournment** – *The BOS unanimously adjourned at 8:42 pm*

Respectfully Submitted By

Catherine Tinsley

3.4.19

TOWN OF WENHAM  
Board of Selectmen  
Meeting of February 25, 2019  
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Tuesday February 25, 2019 at 7:30 pm in the Selectmen Chambers.

The Town of Wenham has a three-member Board of Selectmen elected for three-year terms with one seat up for election each year. Jack Wilhelm (2019) Catherine Harrison (2020); John Clemenzi (2021)

The Board of Selectmen serve as the chief executive body of the Town. The board's duties include in part appointing the Town Administrator and other board/committee members, developing goals and policies, preparing the town report, the annual budget, and presenting the warrant for Town Meeting.

The Board typically meets the first and third Tuesday of each month at 6:30 pm in Town Hall. The BOS meetings are posted on the Town calendar. All meetings are open to the public and may be viewed on local cable channels HWCAM.org or You Tube HWCAM

Call to Order - With a quorum present, Ms. Harrison called the BOS meeting to order at 7:31 pm  
Selectmen present: Catherine Harrison, Chair; John Clemenzi, Vice Chair; Jack Wilhelm, Clerk  
Patty Moore, Finance Director

**Interview with and Potential Selection of Interim Town Administrator Candidates**

- John J. McGinn
- John D. Petrin

- Memo from C. Harrison to BOS
  - Questions for Interim Town Administrator Interviews February 25, 2019
  - Resume John McGinn
  - Resume John Petrin
  - Suggested Questions for candidates
1. Please tell us about yourself. What experience do you have as the Town Administrator? Where have you worked? Why are you interested in this position?
  2. Please describe your management style. What is your approach in working with staff? Would that approach be any different in an interim position?
  3. Our ideal time frame is April 8 to August 2 with option to continue if necessary. That said, the most important issue for us is to find the right person for the job, so we are willing to be flexible with the chosen candidate. What is your ability?  
The Chair explained ideally, a candidate would work with Mr. Lombardi prior to his departure.
  4. We will negotiate a contract with the person we select with the general terms for this position are 25 to 35 hours a week, plus attending some evening meetings, is that generally acceptable to you?
  5. The candidates were asked about their experience with road projects in reference to Wenham's Route 1A plan.
  6. The Candidates were given the opportunity to ask questions of the Board.

Ms. Harrison gave a brief introductory statement to each candidate with an overview that the position is a 3 to 6-month interim Town Administrator position, and clarified this was not a change agent position, to support staff, keep present initiatives moving along and cover the day to day operations at Town Hall. Ms. Harrison noted that the Board would not be making a decision at this meeting but would deliberate and vote at their regular BOS meeting tomorrow night.

Each candidate was asked to introduce themselves and give an overview of their experience and what their interest was in the position. Mr. McGinn interviewed first, followed by Mr. Petrin.

- John McGinn said that he was pleased with this opportunity and spoke on his interest in serving as interim Town Administrator. Mr. McGinn noted he was retired and believed he was a good fit to keep the day to day operations going and support the departments during the transition. He went on to reference his resume and summarized his past work experience, most recently with the Town of Marblehead for 14 years; the first 10 years as Finance Director and the last 4 years as Town Administrator. Mr. McGinn stated he served on the School Committee, was familiar with Town Meeting, and regarding the Town's Route 1A plans, he was familiar with various aspects of a road project and noted he worked for the Department of Transportation in the finance office.

Mr. McGinn explained his management style as collaborative and tries to get input with relevant staff.  
Mr. McGinn said he had long standing plans and was not available mid-March to mid-April but after that he was available.

Mr. McGinn questioned how the Board interacted with the Town Administrator.  
He was told the Chair meets with the Town Administrator on the meeting agenda and the other two Selectmen meet individually as needed but usually once a week with the Town Administrator.  
In closing, Mr. McGinn agreed communication was key adding "the last people that should ever be surprised was the BOS".  
He encouraged the Board to speak with those in Marblehead Town Hall.

Mr. McGinn left the meeting.  
*The Chair called for a 5-minute recess.*

- John Petrin began by saying he just left his last BOS meeting as he is retiring from the Town of Burlington after 7 years serving as Town Administrator, noting it has been a job and passion.

Mr. Petrin stated he understood exactly what Wenham was looking for and referenced that he worked in Harvard for 13 years, which has a similar environment to Wenham and provided a comparison of the two towns to the Board and added that he understood small town government and limited staff. He would come to work with BOS and maintain the Town operations. He also mentioned that he was an Assistant School Superintendent for 3 years and has an understanding of how the school side works.  
Mr. Petrin said he would be "joining a team" and his style is to empowers staff. He highlighted some of his accomplishments listed on his resume including that he was on the Massachusetts Police Accreditation Commission.  
When asked specifically why he was considering this position when he hasn't quite retired yet, Mr. Petrin responded that he wasn't quite sure how retirement would be but wanted to reduce his work time from the normal 70 hours a week and this would provide him that opportunity.  
Regarding the proposed project for Route 1A, Mr. Petrin said he had experience with traffic in Burlington and was familiar with road work.

Mr. Petrin noted a few committed weeks he was not available through September and offered time in March/early April to get familiar with Wenham and work with Mr. Lombardi and attend Selectmen meetings.

In closing Mr. Petrin told the Board that he hoped the BOS got to know him during the process and he reiterated this would be a great opportunity for him and he was flexible.

Mr. Petrin left the meeting at 8:33 pm.

The BOS felt they had two good, viable candidates to get them through the interim period and this would be discussed tomorrow.

**Adjournment** – *The Board unanimously adjourned at 8:36 pm*

Respectfully Submitted By  
Catherine Tinsley  
2.26.19

TOWN OF WENHAM  
Board of Selectmen  
Meeting of March 19, 2019  
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Tuesday, March 19, 2019 at 5 pm in the Selectmen Chambers.

The Town of Wenham has a three-member Board of Selectmen elected for three-year terms with one seat up for election each year. Jack Wilhelm (2019) Catherine Harrison (2020); John Clemenzi (2021)

The Board of Selectmen serve as the chief executive body of the Town. The board's duties include in part appointing the Town Administrator and other board/committee members, developing goals and policies, preparing the town report, the annual budget, and presenting the warrant for Town Meeting.

The Board typically meets the first and third Tuesday of each month at 6:30 pm in Town Hall. The BOS meetings are posted on the Town calendar. All meetings are open to the public and may be viewed on local cable channels, HWCAM.ORG or You Tube HWCAM.

**Welcome & Call to Order** - With a quorum present, Ms. Harrison called the BOS meeting to order at 5 pm  
Selectmen present: Catherine Harrison, Chair; John Clemenzi, Vice Chair; Jack Wilhelm, Clerk  
Also present: Peter Lombardi, Town Administrator; Catherine Tinsley, Recording Secretary

**Executive Session** - Contract Negotiations

Interim Town Administrator; AFSCME Council 93, Local 2905; Wenham Call Firefighters Association

*Vote: Ms. Harrison moved to enter into executive session under M.G.L. Ch. 30A, § 21(3) 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 regarding union contract negotiations for Interim Town Administrator, AFSCME Council 93, Local 2905, Wenham Call Firefighters Association and to return to open session to enter into another executive session. The motion carried unanimously by roll call vote.*

**Executive Session** - Maple Woods

*Vote: Ms. Harrison moved to enter into executive session under M.G.L. Ch. 30A, § 21 (6) To discuss the purchase, exchange, leave, or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town and to return to open session. The motion carried unanimously by roll call vote.*

The Selectmen returned to open session at 5:48 pm. Ms. Harrison called for a recess until 6:30 pm.

**Public Information:**

The meeting was recorded by HWCAM, with permission

**Public Input** – There was none

The Agenda out of order with consent: \*Grassy Roots

**Announcements**

- Municipal Vulnerability Preparedness Plan Listening Session – Thursday, March 21, 2019 at 7:00pm
- Retirement Reception for Jan Dempsey, Library Director – Library, Thursday, March 28, 2019, 4:00-7:00pm
- Warrant Hearing – Monday, April 1, 2019 at 7:00pm, Buker Elementary Multi-Purpose Room
- WVIS Luncheon – Saturday, April 6, 2019 at 12:00pm, Buker Elementary Multi-Purpose Room
- Annual Town Meeting – Saturday, April 6, 2019 at 1:00pm, Buker Elementary Perkins Auditorium
- Kids Annual Town Meeting by the HWRHS National Honor Society – Saturday, April 6, 2019, 12:45pm – 4:00pm, Recreation Center
- Candidates' Night – Wednesday, April 3, 2019 at 7:00pm, Buker Elementary Multi-Purpose Room
- Annual Town Elections – Thursday, April 11, 2019, 7:00am – 8:00pm, Town Hall

**Reports**

Town Administrator

- The Library Director position was posted in February and the Library Trustees appointed a Library Director Screening Committee. Mr. Lombardi was on this Committee and recalled there were between 15-20 applications of which six were



invited to interview, leading to two candidates for final interviews. The Trustees had two strong and different candidates but ultimately voted for Kim Butler, Amesbury Assistant Library Director.

- FY20 Budget – After some negotiations, the Hamilton Board of Selectmen approved an MOA and Intermunicipal Agreement relative to the School Resource Officer. This will be on the School Committee's agenda March 27. This would decrease the HWRSD budget by \$73,000 and recertified with relative apportionment for each community.

Mr. Lombardi will confirm the ballot questions with Town Counsel that is already printed.

- A couple years ago the Town supported a HWRSD application for half a million dollars for upgrades to the HVAC system at the middle / high school and while this project was ongoing the town was not eligible for the Green Communities Competitive Grant Funding. At the end of this week the town will submit an application for \$150,000 /zero-dollar local match for full LED lighting conversion in all municipal buildings. This cost savings to the Town is estimated at \$20,000 annually.
- The Town received \$60,00 last year through a grant for small community culvert projects for the Hull Street culvert repair. Another application for \$59,000 grant funding will be submitted this month.

### Consent Agenda

*Vote: Mr. Clemenzi moved to approve all items in the Consent Agenda as presented. The motion carried unanimously.*

- A. One Day Liquor License Request: Wenham Museum, Board of Trustees Meeting, April 3, 2019, 5:30pm – 8:00pm
  - One Day Liquor License Application
  - Event Flyer
  - Certificate of Insurance
  - Tips Certification
  - Check for \$50
  - Email recommendation from Kevin DiNapoli, WPD Captain, March 13, 2019
  - Email recommendation from Jeff Baxter, WFD Captain, March 13, 2019
  - Email recommendation from Jackie Bresnahan, Permitting Coordinator & Special Projects Manager, March 13, 2019
- B. Request to Use Wenham Streets: Gordon College 13<sup>th</sup> Annual Triathlon, Saturday, May 4, 2019
  - Letter from Greg Scruton, Director of Campus Recreation, Gordon College, March 6, 2019
  - Email recommendation from Jeff Baxter, WFD Captain, March 11, 2019
  - Email recommendation from Tom Perkins, WPD Chief, March 14, 2019

### New Business

- Recommendation for Appointment: Police Officer: Jason Lucontoni - This agenda item was passed over.

Tony Tambone was present for the next two agenda items.

- Review and Potential Approval of Amendment to Wenham Pines Host Community Agreement – Miranda Gooding
  - Proposed Amendment to the Amended and Restated Host Community Agreement between the Trustees of the Flynn Family Enterprises Irrevocable Trust, the Town of Wenham and Wenham Pines, LLC
  - Email regarding Wenham Pines from Peter Lombardi, Town Administrator, March 18, 2019
  - Email regarding Wenham Pines from Amy E. Kwesell, Esq., KP Law, November 1, 2018
  - Email regarding Wenham Pines HCA from Amy E. Kwesell, Esq., KP Law, February 20, 2019
  - Amended and Restated Host Community Agreement between the Trustees of the Flynn Family Enterprises Irrevocable Trust, the Town of Wenham and Wenham Pines, LLC
  - Letter regarding Wenham Pines, LLC – LIP/LAU Application, February 25, 2019
  - Local Initiative Program Application for Local Action Units, Wenham Pines, LLC
  - Certified Special Permit/Site Plan Approval of the Planning Board related to 56-60 Main Street, Wenham Pines
  - Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants with for Ownership Project between the Commonwealth of MA DHCD, the Town of Wenham and Wenham Pines – Clean & Redlined
  - Local Initiative Program Affordable Housing Deed Rider – Clean & Redlined
  - Good Standing Certificate Wenham Pines LLC, William Francis Galvin, Secretary of the Commonwealth of MA, 9. 26. 2017
  - Form of Manager's Certificate Wenham Pines LLC
  - Form of Mortgagee Consent (attached to Regulatory agreement)
  - Form of Wenham Pines Condominium Master Deed
  - Form of Wenham Pines Condominium Declaration of Trust
  - Massachusetts Environmental Policy Act ENF Certification for Wenham Pines
  - Affirmative Fair Marketing and Lottery Plan
  - Copy of plans entitled "Wenham Historical Commission Submittal, 55-60 Main Street, Wenham, MA" dated July 11, 2016 depicting existing and proposed conditions for Farmhouse Building/Affordable Units

*Vote: Mr. Wilhelm moved to approve the proposed Amendment to the Amended and Restated Host Community Agreement between the Flynn Family Ventures, LLC, the Town of Wenham and Wenham Pines, LLC. The motion carried unanimously.*

The Host Community Agreement was approved but the age restriction applied to the affordable units used did not allow Wenham to Count the two affordable units on the Town's subsidized housing units. The was to amendment to Section 2, 3A to be in accordance with DHCD guidelines and does not exclude persons 18 years of age or younger from occupying the affordable units (only) and that there be at least one person in residence who has reached the age of 55.

- Review and Potential Approval of Local Action Unit Application to the Department of Housing and Community Development for Affordable Units at Wenham Pines
  - Letter regarding Wenham Pines, LLC – LIP/LAU Application, February 25, 2019
  - Local Initiative Program Application for Local Action Units, Wenham Pines, LLC
  - Certified Special Permit/Site Plan Approval of the Planning Board related to 56-60 Main Street, Wenham Pines
  - Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants with for Ownership Project between the Commonwealth of MA DHCD, the Town of Wenham and Wenham Pines – Clean & Redlined
  - Local Initiative Program Affordable Housing Deed Rider – Clean & Redlined
  - Good Standing Certificate Wenham Pines LLC, William Francis Galvin, Secretary of the Commonwealth of MA, September 26, 2017
  - Form of Manager's Certificate Wenham Pines LLC
  - Form of Mortgagee Consent (attached to Regulatory agreement)
  - Form of Wenham Pines Condominium Master Deed
  - Form of Wenham Pines Condominium Declaration of Trust
  - Massachusetts Environmental Policy Act ENF Certification for Wenham Pines
  - Affirmative Fair Marketing and Lottery Plan
  - Copy of plans entitled "Wenham Historical Commission Submittal, 55-60 Main Street, Wenham, MA" dated July 11, 2016 depicting existing and proposed conditions for Farmhouse Building/Affordable Units

*Vote: Ms. Harrison moved to authorize Catherine A. Harrison on behalf of the Selectboard to execute the Local Action Unit Application to the Department of Housing and Community Development for two affordable units at Wenham Pines and the Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project. The motion carried unanimously.*

The affordable units must be done before the 10<sup>th</sup> unit may have an occupancy permit; this was anticipated to be in the second phase. The Selectmen were complimentary of the appearance of the Main Street entrance at Wenham Pines.

- Discussion of proposed composition of Town Administrator Screening Committee  
Mr. Wilhelm reflected on the last recruitment process for a Town Administrator and that it was a successful process with the use of a search firm and a Screening Committee.  
The Board agreed the Screening Committee would be at least seven members and a maximum of nine members to be made up of members at large, town board/ committee members and possibly staff. Letters of Interest will be sought after the Consulting Firm is hired.

The Selectmen spoke in support of using a search firm with Mr. Clemenzi stressing the importance of professional services to hire a top administrative position. The BOS will be interviewing search firms in an upcoming meeting. Ms. Harrison recommended exposing the finalist to the department heads and staff for a couple hours in town hall to get additional input.

- Review and Potential Approval of Interim Town Administrator Employment Agreement
  - Draft Agreement of Interim Town Administrator between the Town of Wenham and John D. Petrin

The Selectmen have reached an agreement in executive session with John Petrin as Interim Town Administrator.

*Vote: Ms. Harrison moved the Board of Selectmen approve the employment agreement with John Petrin as Interim Town Administrator for the Town of Wenham, effective March 19, 2019 according to the terms and conditions outlined in the contract. The motion carried unanimously.*

- Review and Potential Approval of FY20-22 Collective Bargaining Agreements Between Town and AFSCME Council 93, Local 2905 and Wenham Call Firefighters Association
  - Memo re AFSCME Council 93, Local 2905 FY20-22 Contract Negotiations from P. Lombardi, March 11, 2019
  - Memo re Wenham Call Firefighters Association FY20-22 Contract Negotiations from P. Lombardi, March 11, 2019

The Selectmen met regarding union contracts in executive session. The three union contracts expire June 30, 2019.

*Vote: Mr. Clemenz moved to approve the **AFSCME** three-year contract for FY20-22 to include cost of living increases of 2% for FY20, 1% on July 1, 2020 and 1% on January 1, 2021, 1% on July 1, 2021 and 1% on January 1, 2022 and according to the terms as otherwise indicated in the memo dated March 11, 2019 from Town Administrator Peter Lombardi. The motion carried unanimously.*

Under discussion: The Unions were recognized for their cooperation, collaboration and participation through the negotiation process. The AFSME and Fire Union need ratification votes in support of the changes in the upcoming contracts.

*Vote: Mr. Clemenz moved to approve the **Wenham Call Firefighters Association** three-year contract for FY20 - FY22 to include cost of living increases of 2% for FY20, 2% for FY21, and 2% for FY22 and according to the terms as otherwise indicated in the memo dated March 11, 2019 from Town Administrator Peter Lombardi. The motion carried unanimously.*

Under discussion: The Fire Department was acknowledged for their innovation and support to run an ambulance service and increase revenue to the town. The improved response times due to the fire-based ambulance service and their quality work has been noted by the residents.

- Audit Committee Report on FY18 Audit Results and Discussion on Selection Process for FY20-22
  - Auditor Contract Services Agreement

Mr. Wilhelm reported that the Audit Committee met with Powers & Sullivan regarding the annual 2018 Audit, and noted there were no adjustments and no material weakness. The Audit Committee recommended another three-year contract with Powers & Sullivan.

Ms. Harrison agreed this was not the time to change auditors with new staff in the Finance Department but that it is good practice to change firms after 5 to 6 years and the Town consider a new audit company the next contract. Mr. Wilhelm responded that the Senior Auditor for Powers and Sullivan would be changed after 5 years and new staff would provide a fresh set of eyes.

The previous three-year contract was \$23,500 annually. The new proposal is a \$2,000 increase at \$25,500 annually for the next three years.

Mr. Lombardi mentioned that Powers & Sullivan was complimentary of staff during turn over and he added that Powers & Sullivan was accommodating to the Town during this time.

*Vote: Mr. Wilhelm moved to accept the Audit Committee's report as presented including the Auditors results for Fy18. The motion carried unanimously.*

- Preliminary Review of Proposed Water Use Mitigation Policy
  - Memo regarding Proposed Water Use Mitigation (WUMP) Policy from Jackie Bresnahan, Permitting Coordinator & Special Projects Manager, March 12, 2019
  - Water Use Mitigation Program (WUMP) Draft Policy & Calculation Form

Jackie Bresnahan, Permitting Coordinator & Special Projects Manager was present for Erik Mansfield, Water Superintendent.

Ms. Bresnahan observed that it is the policy for Town to put something that is being done as practice, on paper and went on to explain that the Town has been collecting water mitigation fees from developers to mitigate for the burden on the Town water usage.

The money collected from the developers is deposited in the Water Use Mitigation Revolving Fund established by Town meeting in 2018 with an expenditure limit of \$10,000 annually by the Water Commission.

The water department cannot collect these fees because they are not for water services, therefore, the permitting office will be collecting these fees and the management of the Water Mitigation program. The Water Superintendent and Water Commission will oversee the programming and expenditures.

Mr. Wilhelm offered a brief explanation on our annual outside water restrictions. Regardless of the amount of rain we receive in the spring, our 2009 water restriction bylaw requires a ban on outside sprinkler use from 9:00 AM through 5:00 PM, from May 1 through September 30th. Depending on the water flow of the Ipswich River, the Wenham Water Commissioners may impose further restrictions on outside water use. We do not have a problem with either our State water use permits or our water pumping capacity.

This funding is to provide water saving devices to residents at a reduced cost.

The Commission would do an outreach to residents to sign up on a first come first serve basis for water saving devices at a reduced cost.

Ms. Harrison questioned if the water mitigation fees are lined up with what can reasonably be spent for water saving devices.

The payments made by developers is based on calculations provided to the town by Department of Environmental Protection (DEP). The balance in this account is currently over \$20,000.

The Commissioners have a list of programs such as rain barrels, reduced water devices, public outreach, programing, education on water consumption, drought tolerant plants, and rain gardens to be less reactive enforcement and more informative. Wenham Pines and Spring Hill developers were informed this policy would be part of the fees collected.

- Potential Approval of Authorization to Exceed FY19 Snow and Ice Budget
  - Memo regarding Authorization to Exceed Snow & Ice Budget from Bill Tyack, DPW Director, March 14, 2019

*Vote: Mr. Clemenzi moved to authorize the DPW to exceed the appropriated amount of \$70,000 in the FY19 Snow & Ice Expense Budget. The motion carried unanimously.*

The Snow & Ice Budget has not gone over budget to date.

### **Old Business**

- Maple Woods Senior Affordable Housing Project Update - There was not update at this time.

**Adjournment** – *The BOS unanimously adjourned at 8 pm.*

Respectfully Submitted By  
Catherine Tinsley  
4.10.19

TOWN OF WENHAM  
Board of Selectmen  
Meeting of March 28, 2019  
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Thursday March 28, 2019 at 1 pm in the Selectmen Chambers.

The Town of Wenham has a three-member Board of Selectmen elected for three-year terms with one seat up for election each year. Jack Wilhelm (2019) Catherine Harrison (2020); John Clemenzi (2021)

The Board of Selectmen serve as the chief executive body of the Town. The board's duties include in part appointing the Town Administrator and other board/committee members, developing goals and policies, preparing the town report, the annual budget, and presenting the warrant for Town Meeting.

The Board typically meets the first and third Tuesday of each month at 6:30 pm in Town Hall. The BOS meetings are posted on the Town calendar. All meetings are open to the public and may be viewed on local cable channels, HWCAM.org or You Tube HWCAM.

**Call to Order** - With a quorum present, Ms. Harrison called the meeting to order at 1:10 pm after waiting for HWCAM and Selectmen Clemenzi. The meeting proceeded without being videoed but was audio recorded for Mr. Clemenzi to review.

Selectmen present: Catherine Harrison, Chair; Jack Wilhelm, Clerk

Not Present: John Clemenzi, Vice Chair

Also present: Peter Lombardi, Town Administrator (joined the meeting at 2:35 pm); Catherine Tinsley, Recording Secretary

### New Business

- Interviews with the Potential Selection of Counseling Firms for Town Administrator Recruitment
  - Collins Center for Public Management
  - Community Paradigm Associates
  - Municipal Resources, Inc.

The BOS met for the purpose of interviewing Counseling Firms to work with the Town to recruit a new Town Administrator. All three firms submitted a proposal and were scheduled for (up to) a 30-minute interview with the Board of Selectmen.

- Collins Center for Public Management – University of Massachusetts Boston

Present: Mary Aicardi, Senior Associates; Colleague John McCormack was not available for this meeting.

The interview began at 1:13 pm

Ms. Aicardi noted of interest that years ago, the Collins Center worked on the search that placed Wenham's newly chosen interim Town Administrator John Petrin in the Town Manager position for Burlington.

Ms. Aicardi first reviewed her resume and responsibilities with the Collins Center and the proposed process to conduct a Town Administrator search. The Collins Center has experience in 270 Massachusetts communities.

Ms. Aicardi went on to review the presentation as submitted regarding the recruitment process.

- The Collins Center sends a profile of the Town to the applicants; a sample flyer was provided
- Advertise specifically (IMA MMA) and work closely with the Town
- Has a large pool of contacts
- Recommends 5 to 7 screening committee members; no selectmen
- Works with the screening committee as lenses of the BOS but does not make a recommendation
- Candidates that fit the profile are identified
- The screening committee will receive a binder of all resume, a matrix of all candidates, draft questions

Ms. Aicardi spoke in detail the process Collins Center uses to assist the screening committee in deciding which candidates to interview and provides flexibility to oversee the meeting schedule of the interviews but the Collins Center does not negotiate contracts.

Ms. Aicardi said that on average they receive 20 to 30 responses for a Town Administrator job posting.

The interview concluded and Ms. Aicardi left the meeting at 1:42 pm.

• Community Paradigm Associate (CPA)

Present: Bernie Lynch, Founder / Principal & Sharon Flaherty, Senior Associates

The interview began at 1:44 pm.

Mr. Lynch gave an overview of his background and experience in public work. He told the Board that Community Paradigm is the most active recruiter in the state and that they are geared toward communities being satisfied with the service and end results. Although the recruiting process is similar for each firm, he has great knowledge of municipal government. CPA most recently assisted the Towns of Hamilton and Ipswich with the Town Manager search.

Mr. Lynch spoke about CPA's approach to recruiting and working with the town:

- Provides robust profiles of the Town with hyperlinks to important and interesting information to help candidates do their own homework if they would be the right fit for Wenham.
- Talks to the staff and community; stressing community participation is very important.
- Works with the screening committee to narrow down to 7 to 9 candidates for initial screening
- The screening committee is given access to all resumes
- CPA recommends the screening Committee presents three candidates to the BOS
- Background & reference checks are provided
- There is a "menu" of options provided on an as needed bases

Ms. Harrison clarified that John Petrin was hired as the interim Town Administrator for Wenham and that his contract states specifically that he is contracted with the Town and that he would not work for outside entities during town hall hours.

Mr. Lynch responded that as the sole proprietor, he was the only employee and everyone else is contracted including John Petrin. He agreed to the separation adding that if there was a benefit to John Petrin assisting with the process it could be worked out in detail in the future.

The interview concluded and Mr. Lynch and Ms. Flaherty left the meeting at 2:03 pm.

• Municipal Resources, Inc.

Allen Gould & Robert Mercier

The interview began at 2:05 pm

It was noted that the Town has used MRI for various services including the recruitment of the last Town Administrator in 2014. Mr. Gould spoke on the attributes of MRI and how they distinguish themselves from other firms highlighting that because MRI has worked with Wenham in the past, MRI knows Wenham very well and has done well for the Town. MRI has an extensive reach with a large data base and many contacts.

Mr. Gould noted that although the fee for the Town Administrator search was the same as in 2015, the cost for advertising was not applied for this 2019 Town Administrator search, which reduces the actual bid.

Mr. Gould considered himself the point person for Wenham, in part do to his geographic location being the closest to Wenham, but regardless he would work closely with Wenham at the start and end of the process.

Mr. Gould reviewed the following:

- MRI has been in business longer then other local firms and integrates successful practices during the process
- MRI can be interactive or minimally participate
- Would negotiate the final cost based on scope of work
- If awarded, MRI would meet to talk about pros and cons of conducting a search and the preferred process from the BOS
- Has a team approach for continuity and all participants are employees of MRI
- Recommended the screening committee be 5 (minimum) to 9 (maximum) with the ideal number being 7
- Would provide the screening committee with a copy of all the resumes if requested but spoke against that saying it was best to have MRI weed out those with no relevance and those not candidates that were not sincere and for the remaining resumes to go to the screening committee followed by a meeting with MRI, essay questions and phone interviews.

Mr. Gould stressed that the most important part of the process was a thorough back ground check and, if the candidate did not work out at this stage, MRI would not charge Town to renew the process except for advertising fees.

The interview concluded and Mr. Gould and Mr. Mercier left the meeting at 2:25 pm.

Mr. Lombardi joined the meeting at 2:35 pm.

The Selectmen highlighted portions of the interviews and reviewed their notes. It was agreed that any of the firms could do the job but that MRI had a process that worked for Wenham and knowledge and experience that worked well last time.

The BOS will sign the contract with MRI at their next meeting Tuesday April 2.

*Ms. Harrison moved to approve a contract for the search of a new Town Administrator with MRI, pending contract negotiations. The motion carried unanimously.*

### **Old Business**

Finalize Town Administrator Screening Committee Composition and Solicit Letters of Interest  
This agenda item was held.

**Adjournment** - *The BOS unanimously adjourned at 245 pm.*

Respectfully Submitted By  
Catherine Tinsley  
3.30.19

TOWN OF WENHAM  
Board of Selectmen  
Meeting of April 30, 2019  
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Tuesday April 30, 2019 at 5:45 pm in the Selectmen Chambers, first floor.

The Town of Wenham has a three-member Board of Selectmen elected for three-year terms with one seat up for election each year. Catherine Harrison (2020); John Clemenzi (2021); Jack Wilhelm (2022)  
The Board of Selectmen serve as the chief executive body of the Town. The board's duties include in part appointing the Town Administrator and other board/committee members, developing goals and policies, preparing the town report, the annual budget, and presenting the warrant for Town Meeting.  
The Board typically meets the first and third Tuesday of each month at 6:30 pm in Town Hall. The BOS meetings are posted on the Town calendar. All meetings are open to the public and may be viewed on local cable channels HWCAM.org or You Tube HWCAM

**Call to Order** - With a quorum present, Ms. Harrison called the BOS meeting to order at 5:45 pm  
Selectmen present: Catherine Harrison, Chair; John Clemenzi, Vice Chair; Jack Wilhelm, Clerk  
Also present: John Petrin, Interim Town Administrator; Catherine Tinsley, Recording Secretary

**Public Information**

The meeting was recorded by HWCAM with permission  
Meeting packet

**Executive Session** – Hamilton Wenham Youth Soccer Association

*Vote: Ms. Harrison moved to enter into Executive Session under M.G.L. Ch. 30A, § 21 (6) – To discuss the purchase, exchange, leave, or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town re HWYSA and to return to open session. The motion carried unanimously by roll call vote.*

The BOS returned to open session at 6:09 pm and recessed until 6:30 pm.

Ms. Harrison introduced John Petrin as the Interim Town Administrator.

Ms. Harrison congratulated Mr. Wilhelm on being re-elected to the Board of Selectman and noted the Board would reorganize at the end of the meeting.

The agenda was taken out of order with consent.

\*Veterans Committee: Recognition of Stuart S. Corning's Public Service

A two-minute recess was called at 7:06 pm.

\*Update on Wreaths Across America, Review and Potential Change to Committee Charge Update & PowerPoint Presentation

**Public Input**

Gerard Ward, Mayflower Drive, requested that the BOS put OPEB on an agenda in 2019 and look at the OPEB "issue" citing the liability continues to grow. Ms. Harrison responded that the Town of Wenham has a plan for OPEB.

**Announcements**

- Introduction of new Library Director, Kim Butler – Julie Clay, Hamilton-Wenham Library Board of Trustees Chair  
Julie Clay was present and introduced the new Library Director, Kim Butler who officially started April 29, 2019. Ms. Butler gave a brief overview of her career in libraries since 2001.  
On a side note, Ms. Butler explained two men are visiting and reviewing/grading every library in the state; Hamilton Wenham has been number one until last week after Woburn opened a new library and is now second.
- Hydrant Flushing around town continues through May 10th between the hours of 8 am and 2 pm

**Reports**

- Town Administrator – Update: Interim Town Administrator John Petrin
  - The Town received Essex County Sheriff, Kevin Coppinger's Annual Report.
  - National Grid has notified the Town that they would be working on Sundays for the next few months due to the backlog of work that resulted from the strike.



- National Guard/ Coast Guard are conducting an Aerial Imagery and Hoist Training exercise out of out of the Beverly Airport(tomorrow) May 1; helicopters may be seen.
- Selectmen - Selectman Clemenzi reported that he has had a fire/ police scanner the past month to better understand the fire police responses to events around town and recognized them for their efforts and their expansive training.

### Consent Agenda

A. Minutes: Open Session: March 5, 2019; March 26, 2019; April 2, 2019; April 6, 2019

Executive Session: February 21, 2019; March 5, 2019 #1; March 5, 2019 #2 March 26, 2019; April 2, 2019

*Vote: Mr. Clemenzi moved to approve all items in the Consent Agenda as presented, including the release of Executive Session meeting minutes of February 21st and March 5th set #1 and the Executive Session meeting minutes of March 5th set #2, March 26th and April 2nd to be held until further notice. The motion carried unanimously.*

### New Business

- Appointments
  - Local Inspector: E. Peter Swindell
    - Resume for E. Peter Swindell

*Vote: Ms. Harrison moved to appoint E. Peter Swindell as Local Inspector for a term beginning April 30, 2019 and ending March 31, 2020. The motion carried unanimously.*

- Provisional Firefighters: Ryan Leboeuf, Roberto Oyola, Chris Swiniuch
  - Letter from Stephen Kavanagh, WFD Chief

Chief Kavanagh was present to recommend the appointments of the provisional firefighters who have completed the Wenham Fire Department's 3-month intern program.

*Vote: Ms. Harrison moved to appoint Ryan Leboeuf, Roberto Oyola, Chris Swiniuch as Provisional Firefighters for terms beginning on April 30, 2019 and ending June 30, 2019. The motion carried unanimously.*

- \*Veterans Committee: Recognition of Stuart S. Corning's Public Service
  - Introduction & PowerPoint Presentation
  - Presentation of Proclamations
  - Presentation of Veterans Memorial Paver

Mr. Wilhelm introduced retired Captain Dean Pedersen, Chair of the Veteran's Committee, who gave a brief introduction in honor of Colonel Stuart Corning, Army Veteran 1943-1984.

Bill Wilson, Veteran Committee member, narrated the presentation of Mr. Corning's military career and referenced a PowerPoint presentation.

Mr. Corning was presented with an engraved paver to be placed at the Veteran's Memorial and an Army Cane by the Veteran's Committee Chair, Mr. Pedersen.

Mr. Wilhelm read the proclamation from the BOS to Colonel Stuart Corning in recognition of his military service and recognized this 30<sup>th</sup> day of April as Colonel Stuart Corning Day.

AJ Paglia, from Senator Bruce Tarr's office, presented Stuart Corning with the Senator's Proclamation and the Governor's Proclamation, and Representative Brad Hill read a proclamation from the House of Representatives recognizing Colonel Stuart Corning for his 35 years of military service.

- Update on Wreaths Across America: Review and Potential Change to Committee Charge\*
  - Update & PowerPoint Presentation
  - Proposed Update to Veterans Committee Charge

Bill Wilson, Veteran Committee spoke on behalf of the Veteran Committee to request the BOS support a change to the Veterans Committee Charter to add Wreaths Across America to the Veteran's Committee's responsibilities.

Mr. Wilson referenced PowerPoint presentation on Wreaths Across America and the Veteran's participation to fundraise, plan and organize this event to purchase the wreaths and place on Veteran's graves in the Main Street Cemetery; last year the oldest graves were included in the event and it is hoped to have wreaths for all Veteran's graves.

The proposed amendment was to add Wreaths Across America under the section: Plan & Organize.

*Vote: Mr. Wilhelm moved the Board of Selectmen accept the amendments to and approve the proposed update to the Veterans Committee Charge. The motion carried unanimously.*

- Preliminary Review of Draft Chapter 61 Right of First Refusal Policy Recommendations from Open Space & Recreation Committee (OSRC)
  - Draft Town of Wenham Chapter 61 right of First Refusal Policy
  - Draft of Town of Wenham Chapter 61 Intent to Sell Checklist
  - Massachusetts General Laws Chapter 61 Policy & Procedure for the Town of Wenham PowerPoint Presentation

Earnest Ashely, Chair of the OSRC was present along with Missy Berry, Conservation Coordinator / OSRC staff support. A PowerPoint presentation was referenced to provide an overview of the First Refusal Policy.

The intention of the First Refusal Policy was to give the Town guidance and procedure through the Right of First Refusal to purchase a so called "Chapter property" as outlined in the Open Space & Recreation Plan. Chapter 61 offers property tax benefits to property owners that commit to keeping land undeveloped for agriculture, forestry, or recreational use. If the property is to be sold, the Town has the right of first refusal to purchase the property. This process is triggered when the landowner intends to sell the land for residential, commercial or industrial use or the landowner maintains ownership of their land and changes the land use to residential, commercial, or industrial use or if the landowner withdraws from the program and changes the land use within 12 months or within one fiscal year.

Ms. Berry reported that the State of Massachusetts approved Wenham's Open Space Action Plan.

As part of this plan the OSRC was charged with developing a right of first refusal policy and procedure. The OSRC researched procedures from several municipalities and Mass General Laws to provide clear direction to the Town.

Missy Berry, further spoke on the details and outlined the policy and the procedure to purchase a property.

The OSRC recommended the BOS send notification to abutters of those parcels the Town is interested in purchasing. A parcel matrix was created for this process.

Town Counsel participated in drafting the policy to assure the timing of the Law was carefully followed.

The Committee recommended building a relationship with those owners of chapter property to plan for the future.

A funding source was noted as the most important aspect of the policy and yet, none exists.

The BOS was asked to review the draft policy and submit comments to Ms. Berry by May 20.

- Potential Approval and Execution of Settler's Lane Quitclaim – The agenda item was not ready and was passed over.
- Discussion & Potential Approval of Proposed Changes to BOS Policy Re Appointing Residents to Boards & Committees
  - Draft Appointment Process: Boards & Committees
  - Proposed Appointment or Re-Appointment Request

The proposed change to the Appointing Policy included the addition of a direct application form for an appointment request on the Town's web site. Interested candidates may also email a letter of interest or mail a letter of Interest.

It was hoped the proposed change would streamline the appointment process.

It was clarified that those emails received from residents interested in serving on the Town Administrator's Screening Committee would be accepted during this transition time.

*Vote: Ms. Harrison moved to approve the proposed revision to its Appointment Process for Boards and Commissions. The motion carried unanimously.*

Mr. Petrin will provide an update to the BOS on the Town Administrator Screening Committee immediately.

- Review and Potential Approval of MIIA FY2020 Renewal Proposal
  - Letter regarding FY 2020 Renewal Proposal for Property, Liability & Workers' Compensation from Patricia Sullivan, Senior Account Executive, March 29, 2019

*Vote: Mr. Wilhelm moved the Board of Selectmen accept the Massachusetts Interlocal Insurance Association's Property & Casualty and Worker's Compensation renewal rate proposal of 1% for FY20. The motion carried unanimously.*

- Affordable Housing Trust Recommendation for Funding – Administration Project
- Recently approved amendments to the Action Plan

There is incomplete information on some of the affordable units in Town. The Trust proposed a project to complete the information on each affordable unit in town, possibly by an intern. There would be associated costs.

Because the Trust may not spend money independently, the request before the BOS was to approve funding not to exceed \$3000 for the project. Mr. Wilhelm suggested using senior or veterans for this project to the extent possible.

*Vote: I move that the Board of Selectman approve the Affordable Housing Trust's recommendation to spend an amount, not to exceed \$3000, for town staff to complete a documented inventory of affordable housing in Wenham. The motion carried unanimously.*

- Update on Town Administrator Search Process, Public Forums, Date for Screening Committee
  - Letters
  - Town Administrator Search Public Forums and Screening Committee Flyer

Ms. Harrison gave a brief update on the Town Administrator search. MRI placed the advertisement for the position on April 11 the deadline to respond is in mid-May. MRI is preparing a candidate profile; the BOS will be asked to give input as to the qualifications and attributes they are looking for in a Town Administrator; the Department Heads will also meet with MRI. MRI is conducting three public forums to gather information from the public regarding the (new) Town Administrator on Monday May 6 at 10 am, 12:30 pm and 7 pm; this information is on the Town web site. MRI has an email address for residents to submit comments to get as much input as possible.

It was anticipated that the Screening Committee would begin to meet in June and meet 3 to 4 times.

Ms. Harrison will provide similar information from the Town Administrator search conducted five years ago.

### **Old Business**

- Potential Approval of First Church Community Preservation Act Grant Agreement
  - Proposed Community Preservation Act Agreement between the Town of Wenham and First Church in Wenham
  - Email from Peter Twining for First Church in Wenham, April 5, 2019
  - Email from Peter Twining for First Church in Wenham, April 4, 2019
  - American Steeple & Tower Co. Inc. Invoice, November 6, 2015
  - Presto Carpentry, Painting & Roofing, Invoice #2667, September 23, 2015

The First Church has agreed to the wording in the Community Preservation Act Agreement and provided the work invoices for the Town Clock repair as requested.

*Vote: Mr. Wilhelm moved to approve the proposed Community Preservation Act Grant Agreement with the First Church in Wenham. The motion carried unanimously.*

The Finance Department will be notified of this motion for the records.

### **Board of Selectmen - Reorganization of Officers**

Election of: a. Chair, b. Vice Chair, and c. Clerk

Ms. Harrison opened the meeting for officer nominations; the terms are through the next annual election in 2020.

Mr. Clemenzi observed there is typically a rotation of the Chair, but more importantly it should be the selectman with the time and commitment and went on to say that his work schedule was "horrendous" and removed himself for consideration to Chair the BOS.

Mr. Clemenzi nominated Jack Wilhelm for Chair. Mr. Wilhelm accepted the nomination.

Mr. Wilhelm nominated John Clemenzi as vice Chair. Mr. Clemenzi accepted the nomination.

Mr. Wilhelm nominated Catherine Harrison as Clerk. Ms. Harrison accepted the nomination.

The Selectmen briefly spoke on the upcoming year and the tight budget forecast and the goal to work closely together with the Town of Hamilton and the Hamilton Wenham Regional School District.

**Adjournment** - *The BOS unanimously adjourned at 9:03 pm.*

*Respectfully Submitted By*

Catherine Tinsley

5.8.19

TOWN OF WENHAM  
Board of Selectmen  
Meeting of June 4, 2019  
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Tuesday June 4, 2019 at 5:45 pm in the Selectmen Chambers, first floor.

The Town of Wenham has a three-member Board of Selectmen elected for three-year terms with one seat up for election each year.

Catherine Harrison (2020); John Clemenzi (2021); Jack Wilhelm (2022)

The Board of Selectmen serve as the chief executive body of the Town. The board's duties include in part appointing the Town Administrator and other board/committee members, developing goals and policies, preparing the town report, the annual budget, and presenting the warrant for Town Meeting.

The Board typically meets the first and third Tuesday of each month at 6:30 pm in Town Hall. The BOS meetings are posted on the Town calendar. All meetings are open to the public and may be viewed on local cable channels HWCAM.org or You Tube HWCAM.

**Call to Order** - With a quorum present, Mr. Wilhelm called the meeting to order at 5:45 pm.

Selectmen present: Jack Wilhelm, Chair; John Clemenzi, Vice Chair; Catherine Harrison, Clerk

Also present: John Petrin, Interim Town Administrator; Catherine Tinsley, Recording Secretary

#### Public Information

The meeting was recorded by HWCAM with permission

Meeting packet

#### Executive Session

- Fire Chief
- Executive Assistant to Town Administrator

*The Selectmen voted unanimously by roll call vote to enter into 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 to discussion the Contract with the Fire Chief and The Executive Assistant to the Town Administrator Conditional Work Issue, and to return to open session.*

The BOS returned to open session at 6:07 pm.

The Chairman called for a recess until 6:30 pm.

#### Announcements – Details are available on the Town's web site: wenhamma.gov

- Pingree Park Community Garden Opening Celebration – Hamilton-Wenham Garden Club & Town of Wenham June 8.
- Veterans Memorial Pool Opening – Saturday, June 8, 2019
- Community Block Party – Saturday June 22, 2019, 4:00 – 9:00pm
- Board & Committee Openings - Details are available on the Town's web site: wenhamma.gov

Audit Committee: 3 Openings - One Year Term – (1 BOS, 1 Finance & Advisory Committee Member, 1 Resident) Cemetery

Commission: 1 Opening - Three Year Term

Community Preservation Committee - 2 Openings (At-Large) - Three Year Terms

Conservation Commission: 3 Openings - Three Year Terms

Council on Aging Board: 2 Openings - Three Year Terms

Finance & Advisory Committee: 1 Opening – Three Year Term

Hamilton-Wenham Community Access & Media - 3 Openings - Three Year Terms

Hamilton-Wenham Cultural Council - 2 Openings - Three Year Terms

Hamilton-Wenham Joint Recreation Board: 1 Opening – Three Year Term

Iron Rail Commission: 3 Openings - Three Year Terms

Open Space and Recreation Committee - 7 Openings - One Year Terms

Veterans Committee: 3 Openings - Three Year Terms

Wenham Affordable Housing Trust: 3 Openings - Two Year Terms

Wenham Issues of Social Service (WISSH) - 5 Openings - Three Year Terms

Zoning Board of Appeals: 1 Three Year Term; 3 Associate Member Openings

- Town Administrator Search Committee Update - The BOS received 13 letters of interest for the Town Administrator Screening Committee and appointed seven of those people. Both Michael Lucy and Maribeth Ting were unable to attend the meetings as scheduled. The Screening Committee has three scheduled meetings: June 6 - organizational meeting; June 10 - review candidate resumes and decide on semi-finalists; and June 15 - semi-finalist interviews and recommend finalists. The BOS discussed leaving the Screening Committee at seven and appointing two of the other applicants or leaving the Committee at five. Originally the BOS voted to not exceed seven members.

It was the consensus of the BOS to contact the next two people on the list, Daniel Curran and Fredrick Woodland.

If either one is unable to attend the meetings, the other may be appointed as an alternate, otherwise the Committee would stand at five members.

*Vote: The BOS unanimously voted that Alex Begin call Daniel Curran & Fredrick Woodland Jr. no later than tomorrow, and be asked on their willingness to serve ad their available for the meetings and if one of those two candidates was not available, the other be appointed as an alternate.*

## Consent Agenda

*Vote: The BOS unanimously voted to approve all items in the Consent Agenda as presented.*

A. One Day Liquor License Request – K. Feldman, Wenham Museum, Chamber Meeting, June 19, 2019, 5:00pm – 7:00pm

B. Annual Block Party Road Closure Request: Puritan Road/Mayflower Street – August 3, 2019

C. Minutes – Open Session: May 13, 2019

## New Business

- Appointments

- ADA Coordinator: James Reynolds

*Vote: The BOS unanimously voted to appoint **Jim Reynolds** as **ADA Coordinator** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Assistant Inspector of Wires: Denis F. Curran, Jr.

*Vote: The BOS unanimously voted to appoint **Denis F. Curran, Jr.** as **Assistant Inspector of Wires** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Fence Viewer: Brian M. Leathe

*Vote: The BOS unanimously voted to appoint **Brian M. Leathe** as **Fence Viewer** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Finance Director / Treasurer/Collector: Patricia A. Moore

*Vote: The BOS unanimously voted to appoint **Patricia A. Moore** as **Finance Director / Treasurer/Collector** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Fire Department: Call Captain Daniel C. Sullivan, Call Lieutenant Thomas D. Curran, Call Lieutenant

Gary P. Blaney, Call Lieutenant Christopher J. Jones, Call Lieutenant Michael T. Binns

*Vote: The BOS unanimously voted to appoint Call Captain Daniel C. Sullivan, Call Lieutenant Thomas D. Curran, Call Lieutenant Gary P. Blaney, Call Lieutenant Christopher J. Jones, Call Lieutenant Michael T. Binns to the Fire Department for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Inspector of Wires: Robert J. Brown

*Vote: The BOS unanimously voted to appoint **Robert J. Brown** as **Inspector of Wires** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Local Inspectors: Richard Maloney, E. Peter Swindell

*Vote: The BOS unanimously voted to appoint **Richard Maloney** and **E. Peter Swindell** as **Local Inspectors** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Provisional Call Firefighters: Ryan C. Leboef, Roberto J. Oyola, Chris G. Swiniuch (the Selectmen voted on this appointment at their last meeting but the middle initials of the firefighters were not included in the motion as required)

*Vote: The BOS unanimously voted to appoint **Ryan C. Leboef, Roberto J. Oyola, and Chris G. Swinich** as **Provisional Call Firefighters** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Plumbing & Gas Inspector: Kevin Dash

*Vote: The BOS unanimously voted to appoint **Kevin Dash** as **Plumbing and Gas Inspector** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Plumbing & Gas Inspector Assistant: David Pereen

*Vote: The BOS unanimously voted to appoint **David Pereen** as **Plumbing and Gas Inspector Assistant** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Lumber, Surveyor of & Measurer of Wood & Bark: Gay W. Roland

*Vote: The BOS unanimously voted to appoint **Gay W. Roland** as **Lumber, Surveyor of & Measurer of Wood & Bark** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Massachusetts Bay Transportation Authority Representative: Paul E. Mendonca

*Vote: The BOS unanimously voted to appoint **Paul E. Mendonca** as **Massachusetts Bay Transportation Authority Representative** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Moth Work, Superintendent of: Winslow E. Mulry

*Vote: The BOS unanimously voted to appoint **Winslow E. Mulry** as **Moth Work, Superintendent of** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Parking Clerk: Nicole J. Roebuck

*Vote: The BOS unanimously voted to appoint **Nicole J. Roebuck** as **Parking Clerk** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Records Access Officer: Dianne K. Bucco

*Vote: The BOS unanimously voted to appoint **Dianne K. Bucco** as **Records Access Officer** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Town Counsel: KP Law

*Vote: The BOS unanimously voted to appoint **KP Law** as **Town Counsel** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.*

- Review of Pleasant Pond Agreement Between the Towns of Hamilton & Wenham

➤ Pleasant Pond Agreement between the Towns of Hamilton and Wenham from April 7, 2016 through June 30, 2019

The Pleasant Pond Agreement between Wenham & Hamilton expires June 30, 2019. Ms. Harrison stated that she spoke with the Finance Director regarding the Agreement and if it was working as planned, specifically the apportionment. As per the Agreement, the budget is apportioned on a three-year rolling average but this was not memorialized in the Agreement. The Finance Director suggested that the Agreement needed to be "cleaned up". The BOS discussed extending the Pleasant Pond Agreement to allow for changes, amendments and edits to be made. The BOS agreed this be discussed with the Town of Hamilton and a draft be prepared in the next 6 to 8 weeks. Mr. Petrin was asked to coordinate with the Finance Director regarding her suggested changes and follow up with the Hamilton Town Manager.

- Recommendations on FY19 Merit Pay for Non-Union Employees - *This item was not finalized and was deferred to the next agenda.*

- Review and Approve Contract Conditions – Fire Chief

The details of the contract were discussed in Executive Session.

*Vote: Mr. Wilhelm moved the Board of Selectmen approve the Fire Chief Contract Conditions as identified in the Offer to Extend the Contract dated June 3, 2019. The motion carried by majority vote with Ms. Harrison abstaining.*

- Review and Approve Vacation Adjustment

Mr. Petrin proposed to increase the Town Administrator's Executive Assistant, Nicci Roebuck's vacation from two weeks to three weeks annually. This was discussed in Executive Session.

*Vote: The Board of Selectmen unanimously approved the vacation adjustment for the Executive Assistant to the Town Administrator as presented by the Interim Town Administrator.*

- Review and Approve Vacation Carryovers

➤ Email from Margaret Hoffman, Planning Coordinator, May 30, 2019

The Selectmen acted on vacation carryover requests at their last meeting; one employee was missed during this process and the BOS was asked to review and vote on this request.

*Vote: The Board of Selectmen voted unanimously to approve the Town Employee Vacation Carryover Request as detailed in the attached email in the meeting packet, from FY19 into FY20, to be used by September 30, 2019.*

- Declaration of Surplus Vehicle – 1997 Freightliner Rescue Truck

➤ Letter from Chief Kavanagh dated March 20, 2019 regarding request to declare the vehicle as surplus

➤ Form: Operational Services Division, State Surplus Property Office for Declaration of Surplus State Personal Property

Fire Chief Kavanagh was present and asked to speak on this agenda item. Chief Kavanagh explained that the 1997 rescue truck had not been used since the ambulance service was initiated and the Fire Department has no use for this equipment. The value was estimated to be about \$15,000. The truck will go through the auction process.

*Vote: The Board of Selectmen unanimously voted to declare the 1997 Freightliner Rescue Truck as a surplus vehicle, per the recommendation of the Wenham Fire Chief.*

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

- Liquor License - The Town Administrator's office received a late submission of an application from the First Church for a One Day Liquor on June 3, 2019. Mr. Petrin observed that the Selectmen did not have another meeting scheduled before June 3 and the BOS agreed to consider the application.

➤ Application June 3, 2019

➤ Paper work, fees paid for the First Church

➤ Company Gourmet Delights Catering - R. Hoffman

*Vote: The BOS unanimously voted to approve the Liquor License for Gourmet Delights Catering for the First Church's event on June 8, 2019.*

Under discussion it was noted that this is the second request before the Board submitted late from the First Church. The Selectmen asked for the Church to be cautioned to submit applications on time.

- The BOS are scheduled to meet next on June 18.

**Adjournment-** *The BOS unanimously adjourned at 7:37 pm.*

Respectfully Submitted By

Catherine Tinsley

6.13.19

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**CONSENT AGENDA**

**B.**

**One Day Liquor License Request**

**Jessica Morehouse**

**Carr-Wall Wedding Shower**

**First Church in Wenham**

**1 Arbor Street**

**Saturday, June 22, 2019**

**4:30pm – 8:30pm**

- One Day Liquor License Application
- Certificates of Insurance
- Tips Certification
- Check for \$100
- Email recommendation from Tom Perkins, WPD Chief, June 14, 2019
- Email recommendation from Jeff Baxter, WFD Captain, June 14, 2019
- Email recommendation from Jackie Bresnahan, Permitting Coordinator & Special Projects Manager, June 14, 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.

Event Title:	Carr – Wall Wedding Shower
Date of Event:	Saturday, June 22, 2019
Start Time:	4:30PM
Expected End Time:	8:30PM
Address of Event:	First Church Wenham, 1 Arbor St, Wenham, MA 01984
# of People Expected to Attend:	75-100
Open to Public or Private Event?	Private event
Type of Event? <i>(fundraiser, party, golf tournament, etc.)</i>	Party
Event Location Description: <i>(private home, public area, function hall, etc.)</i>	Function hall
Indoor or Outdoor Event?	Indoor
Bar or Liquor Service Vehicles?	No service vehicles
Contact Name:	Jessica Morehouse
Company/Organization Name:	Leena's Bartending & Catering Professionals
Phone Number:	(413) 658-5841
Email Address:	jmorehouse@hotmail.com

**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? \_\_\_\_\_

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).

Jessica Morehouse  
Signature

6/10/2019  
Date

Jessica Morehouse  
Print Name





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2019

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> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		<b>CONTACT NAME:</b> Will Maddux <b>PHONE (A/C, No, Ext):</b> (530) 477-6521 <b>E-MAIL ADDRESS:</b> info@theeventhelper.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Leenas Bartending & Catering JESSICA MOREHOUSE 224 GIFFORD ST SPRINGFIELD MA 01118		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lloyds Syndicate 2623 <b>INSURER B:</b> Lloyds Syndicate 623 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> AA-1128623 AA-1128623	

**COVERAGES****CERTIFICATE NUMBER:****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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Host Liquor Liability <input checked="" type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EH-771919-L1211589	SEE BELOW 12:01 AM	SEE BELOW 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED Deductible \$ 1,000		
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N N/A		PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04 for the following dates: 03/30/2019, 04/06/2019, 04/13/2019, 04/20/2019, 04/27/2019, 05/04/2019, 05/11/2019, 05/18/2019, 05/25/2019, 06/01/2019, 06/08/2019, 06/15/2019, 06/22/2019, 06/29/2019, 07/04/2019, 07/05/2019, 07/06/2019, 07/07/2019, 07/13/2019 & 07/20/2019.

Attendance: 100, Event Type: Vendor at Event.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Wenham Carr-Wall Wedding Shower First Church in Wenham 1 Arbor Street Wenham MA 01944	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
---	---

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
Town of Wenham Carr-Wall Wedding Shower First Church in Wenham 1 Arbor Street Wenham, MA 01944
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



KAYLA DORST  
CHRISTOPHER DORST  
17 LINCOLN RD.  
SALEM, MA 01970

403

62-7611/311

DATE 6/11/17

PAY TO THE  
ORDER OF

Town of Wenham

one hundred dollars and no/100

\$ 100.00

DOLLARS



Photo  
Safe  
Deposit  
Debit Card

MEMO

1960 license application

Capital One

MP



eTIPS On Premise 3.0

**CERTIFIED**

Issued: 09/28/2016

Expires: 09/28/2019

ID# 4364588

**Jessica Morehouse**

474 N Main St

Manchester, CT 06042-1925 USA

## **Nicole Roebuck**

---

**From:** Tom Perkins  
**Sent:** Friday, June 14, 2019 10:35 AM  
**To:** Nicole Roebuck  
**Subject:** RE: One Day Liquor License Request - Carr Wall Wedding Shower, June 22, 2019

I have no issues or concerns. Will do contacting her. Thanks, Tom

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.

---

**From:** Nicole Roebuck  
**Sent:** Friday, June 14, 2019 8:32 AM  
**To:** Tom Perkins; Kevin Dinapoli; Jeff Baxter; Stephen B. Kavanagh; Jacqueline Bresnahan  
**Subject:** One Day Liquor License Request - Carr Wall Wedding Shower, June 22, 2019

Please see the attached request from Jessica Morehouse, a caterer requesting a One Day Liquor License from the Town to serve Beer & Wine to 75 - 100 people at the First Church on Saturday, June 22, 2019.

Please reply with your recommendation for the Board of Selectmen ASAP. This is another late request received just yesterday, which John will present to the Board of Selectmen at their meeting Tuesday night.

This one has been on our radar for about a week, but we've been waiting for the paperwork. Chief Perkins, Deby in the church office stated that they usually require a police detail for over 100 guests. Would you be willing to contact her at 978-468-4900 to discuss since the number of guests varies between 75-100?

Thank you,  
Nicci

## **Nicci Roebuck**

*Executive Assistant  
Town Administrator's Office*

### **Town of Wenham**

138 Main Street, Wenham, MA 01984

## Nicole Roebuck

---

**From:** Jeff Baxter  
**Sent:** Friday, June 14, 2019 8:59 AM  
**To:** Nicole Roebuck  
**Subject:** Re: One Day Liquor License Request - Carr Wall Wedding Shower, June 22, 2019

Nicci  
They are fine with Fire

Thank you  
Jeffrey Baxter  
Captain  
Wenham Fire Department

Sent from my iPhone please excuse briefness or errors.

On Jun 14, 2019, at 08:33, Nicole Roebuck <[NRoebuck@wenhamma.gov](mailto:NRoebuck@wenhamma.gov)> wrote:

Please see the attached request from Jessica Morehouse, a caterer requesting a One Day Liquor License from the Town to serve Beer & Wine to 75 - 100 people at the First Church on Saturday, June 22, 2019.

Please reply with your recommendation for the Board of Selectmen ASAP. This is another late request received just yesterday, which John will present to the Board of Selectmen at their meeting Tuesday night.

This one has been on our radar for about a week, but we've been waiting for the paperwork. Chief Perkins, Deby in the church office stated that they usually require a police detail for over 100 guests. Would you be willing to contact her at 978-468-4900 to discuss since the number of guests varies between 75-100?

Thank you,  
Nicci

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

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

<One Day Liquor License Request - Jessica Morehouse, Carr Wall Wedding Shower - 06.22.19.pdf>

## Nicole Roebuck

---

**From:** Jacqueline Bresnahan  
**Sent:** Friday, June 14, 2019 12:44 PM  
**To:** Nicole Roebuck  
**Subject:** RE: One Day Liquor License Request - Carr Wall Wedding Shower, June 22, 2019

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)

---

**From:** Nicole Roebuck  
**Sent:** Friday, June 14, 2019 8:33 AM  
**To:** Tom Perkins; Kevin Dinapoli; Jeff Baxter; Stephen B. Kavanagh; Jacqueline Bresnahan  
**Subject:** One Day Liquor License Request - Carr Wall Wedding Shower, June 22, 2019  
**Importance:** High

Please see the attached request from Jessica Morehouse, a caterer requesting a One Day Liquor License from the Town to serve Beer & Wine to 75 - 100 people at the First Church on Saturday, June 22, 2019.

Please reply with your recommendation for the Board of Selectmen ASAP. This is another late request received just yesterday, which John will present to the Board of Selectmen at their meeting Tuesday night.

This one has been on our radar for about a week, but we've been waiting for the paperwork. Chief Perkins, Deby in the church office stated that they usually require a police detail for over 100 guests. Would you be willing to contact her at 978-468-4900 to discuss since the number of guests varies between 75-100?

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

*June 18, 2019*

## NEW BUSINESS

### C.

### Appointments

*(30 minutes)*

- Police Department: Sergeant David T. Marsh
- Animal Control Officer: Stephen B. Kavanagh
- Animal Control Indigenous: Stephen B. Kavanagh
- Clock Winder: Stephen B. Kavanagh
- Audit Committee
- Cemetery Commission
- Community Preservation Committee
- Conservation Commission
- Council on Aging Board
- Eastern Essex Veterans District Representative
- Eastern Essex Veterans District Representative Alternate
- Hamilton-Wenham Community Access & Media
- Hamilton-Wenham Joint Recreation Board
- Historic District Commission
- Iron Rail Commission
- Open Space and Recreation Committee
- Veterans Committee
- Wenham Affordable Housing Trust
- Wenham Issues of Social Service (WISSH)
- Zoning Board of Appeals
- Zoning Board of Appeals Associate

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

Police Department Appointment

*Sergeant David T. Marsh*

- Vote: I move to appoint David T. Marsh as Sergeant for term beginning June 18, 2019 and ending June 30, 2020.

Seconded / Discussion/ Vote

# Memorandum

**To:** Wenham Board of Selectmen  
**From:** Chief Thomas Perkins  
**Date:** June 14, 2019  
**Re:** Wenham Police Promotional Process

---

As you know, The Wenham Police Department conducted a sergeant's promotional process to fill the vacancy created by the retirement of Sergeant Jonathan Gray. The promotional process announcement was posted at the Wenham Police Department on May 3<sup>rd</sup> with a closing date of May 10<sup>th</sup>. Acting Sergeant Dave Marsh and Officer Chad LaBrie were the only two officers that put in for the promotion. Both officers were given several weeks to prepare for a structured oral board on May 28, 2019.

The oral board was comprised of myself, along with Interim Town Administrator John Petrin, Captain Kevin DiNapoli and Deputy Chief Thomas Browne of the Burlington, Massachusetts Police Department. The questions comprised of professional profiles, realistic scenarios, policy questions and career goals. Both candidates were asked the same questions and both were graded and scored using the same process. Years-of-service, education and training were also factored into the final scoring.

At the conclusion of the process, Acting Sergeant Marsh finished ahead of Officer Chad LaBrie. Acting Sergeant Marsh has been a model employee at the Wenham Police Department since 2005. He has done an excellent job as both a detective and acting sergeant and has no discipline or performance-related issues in his file. I am confident Acting Sergeant Marsh will do well as a permanent sergeant and am equally proud at how well both candidates did during the process.

# BOARD OF SELECTMEN MEETING

*June 18, 2019*

## DRAFT MOTION

### Appointments

- Vote: I move to appoint **Stephen B. Kavanagh** as **Animal Control Officer** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.

Seconded / Discussion/ Vote

- Vote: I move to appoint **Stephen B. Kavanagh** as **Animal Control , Indigenous** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.

Seconded / Discussion/ Vote

- Vote: I move to appoint **Stephen B. Kavanagh** as **Clock Winder** for the Town of Wenham for a term beginning July 1, 2019 and ending June 30, 2020.

Seconded / Discussion/ Vote

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

**Audit Committee Appointments  
3 openings**

*Letters of Interest Received From: John O. Wilhelm, Richard P. Jones*

- Vote: I move to appoint \_\_\_\_\_ to  
the Audit Committee for (1) year terms beginning July 1, 2019  
and ending on June 30, 2020.

Seconded / Discussion/ Vote

## Nicole Roebuck

---

**From:** Richard Jones <rich@rpjins.com>  
**Sent:** Thursday, May 23, 2019 10:18 AM  
**To:** Nicole Roebuck  
**Subject:** RE: Re-Appointment to the Audit Committee

Nicole, I presume that a younger person may like to serve on this committee. However, if no one comes forward I would gladly continue. Thank you.

---

**From:** Nicole Roebuck <NRoebuck@wenhamma.gov>  
**Sent:** Wednesday, May 22, 2019 2:54 PM  
**To:** Richard Jones <rich@rpjins.com>  
**Subject:** Re-Appointment to the Audit Committee

Good Afternoon Rich,

We're writing to thank you for your service to the Town of Wenham as a member of the Audit Committee and to ask if you are interested in re-appointment. The Board of Selectmen will begin making annual committee appointments during the month of June, and your current term on the Audit Committee will expire June 30, 2019.

The Board of Selectmen adopted an updated Appointment Process at their April 30, 2019 meeting. Primary changes include advertisement on the Town website [HERE](#) of all open positions including those up for re-appointment, and additional methods for submittal of appointment requests.

Submit your interest by Friday, May 31, 2019 via one of the 3 methods below:

1. Complete the [Appointment & Re-Appointment Request Google Form](#)
2. Letter of Interest for appointment or re-appointment emailed to [nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov)
3. Letter of Interest for appointment or re-appointment mailed to the Board of Selectmen, c/o Town Administrator, 138 Main Street, Wenham, MA 01984

All letters of interest previously received will be accepted in their present format. These changes are intended to be used from this date forward. Please contact the Town Administrator's Office with any questions.

Thank you!

Nicci Roebuck on behalf of the Town Administrator & Board of Selectmen

## Nicci Roebuck

*Executive Assistant  
Town Administrator's Office*

## Town of Wenham

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

## Nicole Roebuck

---

**From:** Jack Wilhelm  
**Sent:** Wednesday, May 22, 2019 10:52 AM  
**To:** Nicole Roebuck  
**Subject:** Re: Re-Appointment Request - Draft Email - Version 2

Nicci;  
Please consider this e-mail as my Letter of Interest to be reappointed to the Audit Committee.  
Jack

Sent from my iPhone

On May 21, 2019, at 5:23 PM, Nicole Roebuck <[NRoebuck@wenhamma.gov](mailto:NRoebuck@wenhamma.gov)> wrote:

*Hi everyone,*

*Based on a few suggestions from Catherine and Jack, below is an updated version of our Board & Committee Re-Appointment email. I've updated the Board & Committee Openings page to reflect all current vacancies along with openings for the new appointment season. I've cross linked all the related pages on our website, so it should be easy for everyone to navigate.*

*I learned from a caller today that our Appointment Request Google Form was requiring a sign in for anyone clicking on the link. After reading a bit, I discovered that in order for the Google Form to allow anyone to complete the form with signing in, the option for uploading documents (resumes, cover letters, letters of interest) via the form had to be removed, as all uploads must come from a Google Drive account. Not everyone has a Google Drive account. So, I've removed that option and added a note in the header offering the option to email documents to my attention.*

*I also added the requirement of checking Appointment or Re-appointment, so there is no confusion there and also included all Boards & Committees as a Checklist, allowing residents to check the committee(s) they are interested in for appointment. If you don't like this feature and would rather that residents enter the name of the committee, it's an easy change. Just let me know.*

*I'd like to get the emails out tomorrow. So, thanks for any additional feedback.*

Good Morning,

We're writing to thank you for your service to the Town of Wenham as a member of the XXXXX Committee and to ask if you are interested in re-appointment. The Board of Selectmen will begin making annual committee appointments during the month of June, and your current term on the XXXXX Committee will expire June 30, 2019.

The Board of Selectmen adopted an updated Appointment Process at their April 30, 2019 meeting. Primary changes revolve around advertisement on the Town website [HERE](#) of all open positions including those up for re-appointment and increased methods for submittal of appointment requests. Please read through the attached process, and contact the Town Administrator's Office with any questions.

Submit your interest by Friday, May 31, 2019 via one of the 3 methods below:



**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

**Cemetery Commission Appointment  
1 opening**

*Letter of Interest Received From: William J. Wilson, III*

- Vote: I move to appoint \_\_\_\_\_ to the Cemetery Commission for a term beginning June 18, 2019 and ending June 30, 2020.

Seconded / Discussion/ Vote

09 May 2019

19 Lake Avenue  
Wenham MA 01984  
978-468-1891

Dear Wenham Board of Selectmen,

I am a volunteer to fill the remaining portion of Mr. Bagnell's term, which runs until 2020, as Wenham Cemetery Commissioner.

Thank you for your consideration,

William Wilson

A handwritten signature in black ink, appearing to read "William Wilson". The signature is written in a cursive style with a large, looped initial "W" and a long, sweeping underline that extends to the left.

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

Community Preservation Committee  
2 openings

*Letters of Interest Received From: Patrick J. Waddell, William F. Weihs*

➤ Vote: I move to appoint \_\_\_\_\_ to the  
Community Preservation Committee for 3 year terms beginning July 1,  
2019 and ending June 30, 2022.

Seconded / Discussion/ Vote

## Nicole Roebuck

---

**From:** Catherine Harrison  
**Sent:** Friday, March 01, 2019 12:42 PM  
**To:** Peter Lombardi; Nicole Roebuck  
**Subject:** Fwd: CPC & Open Space an Rec Committes

Patrick asked me to forward this as an official letter of interest. Can we vote to appoint Patrick to OSRC anytime—since he would be filling a vacancy?  
CAH

**Catherine A. Harrison**  
*Board of Selectmen, Chair*

**Town of Wenham**  
138 Main Street, Wenham, MA 01984  
978-468-5520 x 2  
Home phone 978-468-3359

Begin forwarded message:

**From:** Patrick Waddell <[cpc.pjw@gmail.com](mailto:cpc.pjw@gmail.com)>  
**Subject:** CPC & Open Space an Rec Committes  
**Date:** March 1, 2019 at 7:54:22 AM EST  
**To:** Catherine Harrison <[Charrison@wenhamma.gov](mailto:Charrison@wenhamma.gov)>, Jack Wilhelm <[jwilhelm@wenhamma.gov](mailto:jwilhelm@wenhamma.gov)>, "[jclemenzi@wenhamma.gov](mailto:jclemenzi@wenhamma.gov)" <[jclemenzi@wenhamma.gov](mailto:jclemenzi@wenhamma.gov)>

Good morning Wenham BoS,

I am interested in continuing to serve on Wenham's CPC and joining the Open Space and Recreation Committee. My current CPC term ends in June, I believe.

Thank you for your consideration,  
Patrick Waddell  
5 Great Pond Road  
978-468-3181  
617-991-3709

April 17, 2019

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

**Subject: Community Preservation Committee – At-Large Member**

Dear Sir,

I would appreciate you sharing this letter of interest to the appropriate individual(s) who oversee the Community Preservation Committee and its appointees.

I would like to express my interest in joining the Town of Wenham's Community Preservation Committee ("CPC") as an At-Large member. I've have personal experience with the CPC over the past several years and as a result have a strong affinity towards CPC's goals and objectives of open space, historic preservation, affordable housing, recreation and administrative allocations as necessary.

Assuming the recently approved Maple Woods project is fully funded and proceeds as expected, our Town will have met and exceeded its 10%, 40B affordable housing objective and the work of this Committee can focus additional resources on open space, recreation and historic preservation. Should I be selected as an at-large member of the CPC, I look forward to assisting the Committee and sharing my personal input having been a resident of Wenham for nearly 20 years.

I look forward to hearing from you and would be pleased to answer any questions you may have regarding my candidacy or qualifications.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Weihs', with a stylized flourish at the end.

William ("Bill") Weihs  
11 Kimball Avenue

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**  
Conservation Commission  
4 openings

*Letters of Interest Received From:*

*Robert N. Burnett, Philip D. Colarusso, Malcolm A. Reid*

- Vote: I move to appoint \_\_\_\_\_ to the  
Conservation Commission for 3 year terms beginning July 1, 2019 and  
ending June 30, 2022.

Seconded / Discussion/ Vote

May 30 2019

To:

Town Administrator + Board of Selectmen,

I Robert Burnett am interested in  
re-appointment to a new term on the  
Conservation Commission.

Sincerely,  
Robert Burnett

Robert N. Burnett



May 22, 2019

Dear Board of Selectmen,

It has been my pleasure to serve the Town of Wenham on the Conservation Commission for the past 12 years. With your endorsement, I would like to continue on the commission. Thank you for your consideration.

Phil Colarusso  
14 Juniper St

## Town of Wenham Appointment or Re-Appointment Request

Thank you for your interest in volunteering on a Board or Committee for the Town of Wenham. All responses will be reviewed by the Board of Selectmen, and you will be contacted with any questions.

Completion of this form in no way assures appointment or re-appointment. All committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. Please reference any experience or affiliations here, to ensure that selections may be made on the best possible evaluation of interests and special qualifications. You are welcome to email a letter of interest, cover letter or resume if applicable to [nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov).

For more information on specific Boards & Committees in Wenham, please visit: [http://wenhamma.gov/town\\_government/boards\\_and\\_committees/index.php](http://wenhamma.gov/town_government/boards_and_committees/index.php).

For a current list of Board & Committee openings in Wenham, please visit:

[http://www.wenhamma.gov/job\\_and\\_volunteer\\_opportunities\\_in\\_wenham/volunteer\\_opportunities.php](http://www.wenhamma.gov/job_and_volunteer_opportunities_in_wenham/volunteer_opportunities.php)

First Name \*

Malcolm

Middle Name or Initial \*

Last Name \*

Reid

Address \*

148 Topsfield Rd

Best Phone Number \*

978 239 9230

Email Address \*

Appointment or Re-Appointment Request \*

☐ Appointment

☒ Re-Appointment

## Town Board or Committee of Interest

- ☐ Cemetery Commission
- ☐ Community Preservation Committee
- ☒ Conservation Commission
- ☐ Council on Aging Board
- ☐ Finance & Advisory Committee
- ☐ Hamilton-Wenham Community Access & Media
- ☐ Hamilton-Wenham Cultural Council
- ☐ Hamilton-Wenham Joint Recreation Committee
- ☐ Historic District Commission
- ☐ Iron Rail Commission
- ☐ Open Space & Recreation Committee
- ☐ Veterans Committee
- ☐ Wenham Affordable Housing Trust
- ☐ Wenham Connects
- ☐ Wenham Issues of Social Service Help (WISSH)
- ☐ Zoning Board of Appeals

## Present Business Affiliation & Work

Retired/ Charity work

---

## Business Experience, Education & Special Training

BA M Div Ph D

---

## Town Office Held in Wenham (or elsewhere)

None

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**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**  
Council on Aging Board  
4 openings

*Letters of Interest Received From: Karen M. D'Amour*

- Vote: I move to appoint \_\_\_\_\_ to the Council on Aging Board for a 3 year term beginning July 1, 2019 and ending June 30, 2022.

Seconded / Discussion/ Vote

March 7, 2019

Wenham Board of Selectmen

Wenham Council on Aging Board Member position

Dear Selectmen and Selectwoman,

I am currently seeking the open Board member position on the Wenham Council on Aging. I am a recently retired high school counselor and a resident of Wenham. My reason for retiring was to be more available to assist my 93- year old mother navigate caregiving services and remain healthy and socially involved. The combination of having had some valuable life experiences as I assist my mother and provide for her needs as well as my background in the helping profession, makes me sensitive to the needs of seniors and wanting to give back to my community. My first hand experience and the value placed on senior care in MA has me very interested in seeking a seat on the Wenham Council on Aging Board.

I believe the Wenham COA is a wonderful resource for our seniors and I would like to have an active role in working together for the benefit of Wenham seniors. Thank you for your consideration and I look forward to hearing from you.

Sincerely,

Karen M. D'Amour

7 Cherry Street

Wenham, MA 01984

[Karena555@me.com](mailto:Karena555@me.com)

978-618-4807

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

**Eastern Essex Veterans District Representative  
Appointment**

- Vote: I move to appoint John A. Clemenzi as the Eastern Essex Veterans District Representative for a 1 year term beginning July 1, 2019 and ending June 30, 2020.

Seconded / Discussion/ Vote

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

Eastern Essex Veterans District Representative  
Alternate Appointment

- Vote: I move to appoint William J. Wilson, III as the Eastern Essex Veterans District Representative Alternate for a 1 year term beginning July 1, 2019 and ending June 30, 2020.

Seconded / Discussion/ Vote



TOWN OF WENHAM  
Veteran's Committee  
Meeting of 11 June 2019  
Wenham Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Committee members, a meeting of the Veterans Committee was posted for 0900 on Tuesday 11 June 2019 in the Selectmen Meeting Room, first floor.

The mission of the Veterans Committee is to perpetuate and support the Veteran's, ceremonies, events, and other activities in the Town of Wenham. The Veterans Committee consists of up to (9) members appointed by the Board of Selectmen (BOS) who will assist Veterans and their families, as appropriate, in cooperation with other organizations and agencies. The Veterans Committee was appointed by the Board of Selectmen on 21 March 2017.

B. Blanchard (2020); R. Breaker (2020); J. Bubriski (2020); W. Dodge (2021); M. Lucy (2021); D. Pedersen (2021); P. Hersee (2019); Selectman J. Wilhelm, Ex-officio Voting (2019); William Wilson (2019)

**Call to order** - With a quorum present, Mr. Pedersen called the meeting to order at 0900.

Committee present: Dean Pedersen, Chair; Bruce Blanchard; Robert Breaker; Peter Hersee; Mike Lucy; Jack Wilhelm; Bill Wilson

Not present: Joe Bubriski; Win Dodge

Also present: Catherine Tinsley, Recording Secretary; Karen Tyler, Veteran's Service Officer (VSO); Gary Cheeseman

- Minutes 14 May 2019 - *Vote: The Committee unanimously approved the minutes of 14 May 2019.*

- Eastern Essex Veterans Board of Directors (EEVBD)

- VSO Job Description

Karen Tyler, Veteran's Service Officer VSO was present and participated in this discussion.

Ms. Tyler provided a copy of the VSO job description as requested at the last meeting.

Ms. Tyler informed the Committee that her office has a new updated web site.

The Chair proposed that a Committee member shadow John Clemenzi as the appointed Representative for Wenham on the EEVBD for the year with the intention of being the Representative for Wenham on the EEVBD in 2020.

The Board of Directors meets quarterly and as needed. The Board is made up of the Chair of the Board Selectmen or their designee; being a veteran is not required.

Ms. Tyler gave an overview of the typical agenda and meeting which included the VSO Update and finances. The Board discussed having alternate members, and video recording the meetings. The Committee requested the agenda and minutes of the Board meetings for the past year.

Ms. Tyler noted that a new Chair was recently voted and Mr. Clemenzi is no longer the Chair.

The Veteran's Committee is responsible for making a recommendation to the BOS. The Chair suggested recommending John Clemenzi as the representative for this year, along with a Veteran Committee member as an alternate. Bill Wilson expressed interest in serving on the Board, having the perspective of a veteran to keep focus on the good of the Veterans. The Committee agreed an alternate be a regular part of this appointment to maintain the understanding of the Board. Ms. Tyler noted Rowley has an alternate and adding alternates is under consideration by the Board. Mr. Wilhelm requested a letter from Ms. Tyler regarding the Board of Directors acceptance of such an alternate from Wenham. Mr. Pedersen offered to contact the Chair, Bob Snow and discuss the idea of an alternate. Ms. Tyler was asked to provide the meeting schedule to Mr. Wilson.

*Vote: The Committee unanimously voted to recommend to the Board of Selectmen to appoint John Clemenzi as Wenham's Representative to the Eastern Essex District Board of Directors July 1, 2019 to June 30 2020.*

*Vote: The Committee unanimously voted to recommend to the BOS to appoint Bill Wilson as an alternate to the Eastern Essex District Board of Directors July 1, 2019 to June 2020. Mr. Wilson accepted the nomination.*

- Memorial Day review

The Committee discussed observations from the 2019 Memorial Day parade and service.

There was a suggestion for the Scouts to carry (signs/posters) the names of those Veteran's that passed during the year.

Next year will be the 50-year anniversary of Alan Cheeseman death during the Vietnam War. The Committee will further discuss the 2020 service.

Those cars carrying Veterans in the parade are parked far away from the service at the Cemetery and those Veteran's cannot hear the service.

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

Hamilton-Wenham Community Access & Media  
3 openings

*Letters of Interest Received From: Brian M. Doser, Jennifer B. Joyce*

➤ Vote: I move to appoint \_\_\_\_\_ to  
the Hamilton-Wenham Community Access & Media Board for 3 year  
terms beginning July 1, 2019 and ending June 30, 2022.

Seconded / Discussion/ Vote

## Nicole Roebuck

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**From:** Brian Doser <briandigi@yahoo.com>  
**Sent:** Wednesday, June 12, 2019 12:55 PM  
**To:** Nicole Roebuck  
**Subject:** Re: Re-Appointment to the HW Community Access & Media Committee

Yes, I would like to renew my appointment to the HWCAM board. I will follow the process, and send in the appropriate letters. Thank you! Brian

Sent from my iPhone

On Jun 12, 2019, at 12:25 PM, Nicole Roebuck <[NRoebuck@wenhamma.gov](mailto:NRoebuck@wenhamma.gov)> wrote:

Hi Brian,

Just following up on my email below. Will you be submitting your interest in re-appointment to the HW Community Access & Media Committee? Your current term expires on June 30, 2019.

Let me know if you have any questions.

Thanks very much,  
Nicci

### Nicci Roebuck

*Executive Assistant  
Town Administrator's Office*

### Town of Wenham

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

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**From:** Nicole Roebuck  
**Sent:** Wednesday, May 22, 2019 4:47 PM  
**To:** 'briandigi@yahoo.com'  
**Subject:** Re-Appointment to the HW Community Access & Media Committee

Good Afternoon Brian,

We're writing to thank you for your service to the Town of Wenham as a member of the Hamilton-Wenham Community Access & Media Committee and to ask if you are interested in re-appointment. The Board of Selectmen will begin making annual committee appointments during the month of June, and your current term on the Hamilton-Wenham Community Access & Media Committee will expire June 30, 2019.



The Board of Selectmen adopted an updated Appointment Process at their April 30, 2019 meeting. Primary changes include advertisement on the Town website [HERE](#) of all open positions including those up for re-appointment, and additional methods for submittal of appointment requests.

Submit your interest by Friday, May 31, 2019 via one of the 3 methods below:

1. Complete the [Appointment & Re-Appointment Request Google Form](#)
2. Letter of Interest for appointment or re-appointment emailed to [nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov)
3. Letter of Interest for appointment or re-appointment mailed to the Board of Selectmen, c/o Town Administrator, 138 Main Street, Wenham, MA 01984

All letters of interest previously received will be accepted in their present format. These changes are intended to be used from this date forward. Please contact the Town Administrator's Office with any questions.

Thank you!

Nicci Roebuck on behalf of the Town Administrator & Board of Selectmen

**Nicci Roebuck**

*Executive Assistant  
Town Administrator's Office*

**Town of Wenham**

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

## Town of Wenham Appointment or Re-Appointment Request

Thank you for your interest in volunteering on a Board or Committee for the Town of Wenham. All responses will be reviewed by the Board of Selectmen, and you will be contacted with any questions.

Completion of this form in no way assures appointment or re-appointment. All committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. Please reference any experience or affiliations here, to ensure that selections may be made on the best possible evaluation of interests and special qualifications. You are welcome to email a letter of interest, cover letter or resume if applicable to [nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov).

For more information on specific Boards & Committees in Wenham, please visit: [http://wenhamma.gov/town\\_government/boards\\_and\\_committees/index.php](http://wenhamma.gov/town_government/boards_and_committees/index.php).

For a current list of Board & Committee openings in Wenham, please visit:

[http://www.wenhamma.gov/job\\_and\\_volunteer\\_opportunities\\_in\\_wenham/volunteer\\_opportunities.php](http://www.wenhamma.gov/job_and_volunteer_opportunities_in_wenham/volunteer_opportunities.php)

First Name \*

Jennifer

Middle Name or Initial \*

Last Name \*

Joyce

Address \*

8 Woodside Lane

Best Phone Number \*

9789684199

Email Address \*

Appointment or Re-Appointment Request \*

☒ Appointment

☐ Re-Appointment

## Town Board or Committee of Interest

- ☐ Cemetery Commission
- ☐ Community Preservation Committee
- ☐ Conservation Commission
- ☐ Council on Aging Board
- ☐ Finance & Advisory Committee
- ☒ Hamilton-Wenham Community Access & Media
- ☐ Hamilton-Wenham Cultural Council
- ☐ Hamilton-Wenham Joint Recreation Committee
- ☐ Historic District Commission
- ☐ Iron Rail Commission
- ☐ Open Space & Recreation Committee
- ☐ Veterans Committee
- ☒ Wenham Affordable Housing Trust
- ☐ Wenham Connects
- ☐ Wenham Issues of Social Service Help (WISSH)
- ☐ Zoning Board of Appeals

## Present Business Affiliation & Work

I currently work as an Information Technology Support Specialist and I am very interested in volunteering for the Hamilton-Wenham Community Access & Media or the Wenham Affordable Housing Trust.

## Business Experience, Education & Special Training

I have an Associates Degree in Computer Programming and a Bachelors in Management from Northeastern University.

## Town Office Held in Wenham (or elsewhere)

N/A

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

Hamilton-Wenham Joint Recreation Board  
1 opening

*Letters of Interest Received From: Daniel P. Curran, Leonard F. Dolan, III*

➤ Vote: I move to appoint \_\_\_\_\_ to  
the Hamilton-Wenham Joint Recreation Board for a 3 year term  
beginning July 1, 2019 and ending June 30, 2022.

Seconded / Discussion/ Vote

## Nicole Roebuck

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**From:** Dianne Bucco  
**Sent:** Friday, May 24, 2019 4:05 PM  
**To:** Nicole Roebuck; Town Administrator  
**Subject:** FW: I am sorry

interest in the iron rail below

Dianne K. Bucco, CMC, CMMC  
Wenham Town Clerk  
978-468-4648  
[dbucco@wenhamma.gov](mailto:dbucco@wenhamma.gov)

**From:** Dan Curran <curran.danielp@gmail.com>  
**Sent:** Friday, May 24, 2019 3:23:46 PM  
**To:** Dianne Bucco  
**Subject:** Re: I am sorry

Is there really an open spot on Joint rec if so I would be interested.

On Tue, May 14, 2019 at 5:30 PM Dianne Bucco <[DBucco@wenhamma.gov](mailto:DBucco@wenhamma.gov)> wrote:

I am very sorry but your name was not chosen for the Board of Registrars position at this time.

I do thank you and appreciate that you were willing to step up for the Town.

I would very much like to see more you in some capacity here at Town Hall.

I have attached a spreadsheet that shows all the possible appointments that are available.

Please browse through the list and if anything sounds interesting to you, feel free to click on the link to learn more about it.

I would be happy to help you if you have any questions.

Thank you again.

*Dianne K. Bucco, CMC, CMMC*



## Nicole Roebuck

---

**From:** Len Dolan <LDolan@EatonVance.Com>  
**Sent:** Friday, June 14, 2019 4:17 PM  
**To:** Nicole Roebuck  
**Subject:** Re: Re-Appointment to the HW Joint Recreation Committee

Hi Nicole,

Yes, please.

Thank you,

Len

Sent from my iPhone

On Jun 14, 2019, at 11:51 AM, Nicole Roebuck <[NRoebuck@wenhamma.gov](mailto:NRoebuck@wenhamma.gov)> wrote:

**\*\*External Email\*\***

Hi Len,

Steve O. gave me this email address for you. Are you interested in reappointment to the HW Rec Board?

### Nicci Roebuck

*Executive Assistant  
Town Administrator's Office*

### Town of Wenham

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

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**From:** Nicole Roebuck  
**Sent:** Wednesday, June 12, 2019 12:22 PM  
**To:** '[amy\\_lendolan@me.com](mailto:amy_lendolan@me.com)'  
**Subject:** FW: Re-Appointment to the HW Joint Recreation Committee  
**Importance:** High

Hi Len,

Just following up on my email below. Will you be submitting your interest in re-appointment to the HW Joint Rec Committee? Your current term expires on June 30, 2019. The Selectmen have received one additional letter of interest for this position, so let me know as soon as you can if wish to be reappointed again.

Let me know if you have any questions.

Thanks very much,  
Nicci

## Nicci Roebuck

Executive Assistant  
Town Administrator's Office

### Town of Wenham

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

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**From:** Nicole Roebuck  
**Sent:** Wednesday, May 22, 2019 4:50 PM  
**To:** 'amy\_lendolan@me.com'  
**Subject:** Re-Appointment to the HW Joint Recreation Committee

Good Afternoon Len,

We're writing to thank you for your service to the Town of Wenham as a member of the Hamilton-Wenham Joint Recreation Committee and to ask if you are interested in re-appointment. The Board of Selectmen will begin making annual committee appointments during the month of June, and your current term on the Hamilton-Wenham Joint Recreation Committee will expire June 30, 2019.

The Board of Selectmen adopted an updated Appointment Process at their April 30, 2019 meeting. Primary changes include advertisement on the Town website [HERE](#) of all open positions including those up for re-appointment, and additional methods for submittal of appointment requests.

Submit your interest by Friday, May 31, 2019 via one of the 3 methods below:

1. Complete the [Appointment & Re-Appointment Request Google Form](#)
2. Letter of Interest for appointment or re-appointment emailed to [nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov)
3. Letter of Interest for appointment or re-appointment mailed to the Board of Selectmen, c/o Town Administrator, 138 Main Street, Wenham, MA 01984

All letters of interest previously received will be accepted in their present format. These changes are intended to be used from this date forward. Please contact the Town Administrator's Office with any questions.

Thank you!

Nicci Roebuck on behalf of the Town Administrator & Board of Selectmen

Nicci Roebuck

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

Historic District Commission  
1 opening

*Letters of Interest Received From: Lisa A. Benecke*

- Vote: I move to appoint \_\_\_\_\_ to  
the Historic District Commission for a term beginning June 18, 2019  
and ending June 30, 2020.

Seconded / Discussion/ Vote

February 5, 2019

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

Dear Board of Selectman,

I am applying for the opening on the Wenham Historic District Commission Board. I have been a resident of Wenham for over 15 years and live on a property listed in the Historic Resource Survey. I currently work at the Town of Topsfield in the Assessor Department as the Assistant to the Principal Assessor.

My passion is early American history. I majored in collage with a B.A. in American Studies and studied early American History most of my college career. I strongly believe in preserving our early American heritage and upholding our historic ties to the past. If considered for the position, with both my education and passion for history, I believe I would make a good fit and contributor as a member of the Wenham Historic Board.

Thank you for your consideration. If you have any questions please contact me direct at 978-302-0196.

Sincerely,



Lisa Benecke  
46 Pleasant Street  
Wenham, MA 01984  
978-302-0196  
[labinma@yahoo.com](mailto:labinma@yahoo.com)

: lb

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

Iron Rail Commission  
3 openings

*Letters of Interest Received From: Jennifer B. Joyce, Natalie A. Kavanagh*

➤ Vote: I move to appoint \_\_\_\_\_ to  
the Iron Rail Commission for 3 year terms beginning July 1, 2019 and  
ending June 30, 2022.

Seconded / Discussion/ Vote

# Town of Wenham Appointment or Re-Appointment Request

Thank you for your interest in volunteering on a Board or Committee for the Town of Wenham. All responses will be reviewed by the Board of Selectmen, and you will be contacted with any questions.

Completion of this form in no way assures appointment or re-appointment. All committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. Please reference any experience or affiliations here, to ensure that selections may be made on the best possible evaluation of interests and special qualifications. You are welcome to email a letter of interest, cover letter or resume if applicable to [nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov).

For more information on specific Boards & Committees in Wenham, please visit: [http://wenhamma.gov/town\\_government/boards\\_and\\_committees/index.php](http://wenhamma.gov/town_government/boards_and_committees/index.php).

For a current list of Board & Committee openings in Wenham, please visit:

[http://www.wenhamma.gov/job\\_and\\_volunteer\\_opportunities\\_in\\_wenham/volunteer\\_opportunities.php](http://www.wenhamma.gov/job_and_volunteer_opportunities_in_wenham/volunteer_opportunities.php)

First Name \*

Jennifer

Middle Name or Initial \*

Last Name \*

Joyce

Address \*

8 Woodside Lane

Best Phone Number \*

9789684199

Email Address \*

Appointment or Re-Appointment Request \*

☒ Appointment

☐ Re-Appointment

## Town Board or Committee of Interest

- ☐ Cemetery Commission
- ☐ Community Preservation Committee
- ☐ Conservation Commission
- ☐ Council on Aging Board
- ☐ Finance & Advisory Committee
- ☐ Hamilton-Wenham Community Access & Media
- ☐ Hamilton-Wenham Cultural Council
- ☐ Hamilton-Wenham Joint Recreation Committee
- ☐ Historic District Commission
- ☒ **Iron Rail Commission**
- ☐ Open Space & Recreation Committee
- ☐ Veterans Committee
- ☐ Wenham Affordable Housing Trust
- ☐ Wenham Connects
- ☐ Wenham Issues of Social Service Help (WISSH)
- ☐ Zoning Board of Appeals

## Present Business Affiliation & Work

I currently work for the Boxford Public Schools as an Information Technology Support Specialist. I am ready for a new challenge and to broaden my range of volunteer work. My schedule is flexible, and I am eager to learn more about your mission, successes, and challenges in serving the Iron Rail Commission.

---

## Business Experience, Education & Special Training

I have an Associates Degree in Computer Programming and currently working on completing my Bachelors Degree in Management from Northeastern University, graduating date December 2019. I have experience in preparing purchase orders and maintaining the technology budget as well as maintaining the equipment, software, website and the inventory. As well as a Level 1 Google Certified Educator. Thank you for your consideration.

---

## Town Office Held in Wenham (or elsewhere)

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To whom it may Concern:

This letter is to express my interest in joining the Iron Rail Commission.

Recently, I had the opportunity to interact with a few members of the Iron Real Commission while attending the meetings. My time with them was brief, but memorable. I was impressed with their willingness to help in the community. It is clear their dedication to the Town of Wenham is extraordinary.

It is for this reason that I am writing to you as I feel my own personal values and special talents might benefit the Iron Rail Commission.

Please do not hesitate to contact me with any questions at any time at 978-468-2080 or e-mail, [nemeskal@hotmail.com](mailto:nemeskal@hotmail.com).

Thank you again for your consideration,

*Natalie Kavanagh*



# BOARD OF SELECTMEN MEETING

*June 18, 2019*

## DRAFT MOTION

### Open Space & Recreation Committee 7 openings

*Letters of Interest Received From:*

*Ernest C. Ashley, Lori R. Bucci, Vincent S. Fennell, Louis A. Randazzo,  
Thomas Starr, Asma A. Syed, Patrick J. Waddell, Ann B. Weeks*

- Vote: I move to appoint \_\_\_\_\_ to  
the Open Space & Recreation Committee for 1 year terms beginning  
July 1, 2019 and ending June 30, 2020.

Seconded / Discussion/ Vote

## Town of Wenham Appointment or Re-Appointment Request

Thank you for your interest in volunteering on a Board or Committee for the Town of Wenham. All responses will be reviewed by the Board of Selectmen, and you will be contacted with any questions.

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For a current list of Board & Committee openings in Wenham, please visit:

[http://www.wenhamma.gov/job\\_and\\_volunteer\\_opportunities\\_in\\_wenham/volunteer\\_opportunities.php](http://www.wenhamma.gov/job_and_volunteer_opportunities_in_wenham/volunteer_opportunities.php)

First Name \*

Ernest

Middle Name or Initial \*

Last Name \*

Ashley

Address \*

9 Foster Street, Wenham

Best Phone Number \*

978-468-7577

Email Address \*

Appointment or Re-Appointment Request \*

☐ Appointment

☒ Re-Appointment

## Town Board or Committee of Interest

- ☐ Cemetery Commission
- ☐ Community Preservation Committee
- ☐ Conservation Commission
- ☐ Council on Aging Board
- ☐ Finance & Advisory Committee
- ☐ Hamilton-Wenham Community Access & Media
- ☐ Hamilton-Wenham Cultural Council
- ☐ Hamilton-Wenham Joint Recreation Committee
- ☐ Historic District Commission
- ☐ Iron Rail Commission
- ☒ Open Space & Recreation Committee
- ☐ Veterans Committee
- ☐ Wenham Affordable Housing Trust
- ☐ Wenham Connects
- ☐ Wenham Issues of Social Service Help (WISSH)
- ☐ Zoning Board of Appeals

## Present Business Affiliation & Work

VP at CDM Smith Inc. 75 State Street, Boston

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## Business Experience, Education & Special Training

Hydrogeologist, Environmental Consultant, Licensed Site Professional

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## Town Office Held in Wenham (or elsewhere)

Chairman, Water Commissioners

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Lori R. Bucci, Esq.  
52 Cedar Street  
Wenham MA 01984

May 24, 2019

The Board of Selectmen  
c/o Town Administrator  
138 Main Street  
Wenham, MA 01984

Re: Letter of interest to serve on Wenham's Open Space and Recreation Committee

Dear Board of Selectmen,

My name is Lori Bucci and I am writing to express my interest in serving on Wenham's Open Space and Recreation Committee. As a lifelong resident of Wenham and now a mother of school age children, I have a strong interest in maintaining and preserving the character of the town.

I graduated from Skidmore College with honors Phi Beta Kappa in Biology with a concentration in Environmental Science. Also, I have a law degree from Boston University. I am admitted to membership of the bars of The United States Supreme Court and Massachusetts. I have extensive legal experience from my work as an attorney with the Federal Government. I also volunteer at Buker Elementary School in various capacities and sat on the Parent Council at Miles River Middle School for two years.

I have attached my resume for your review. I am happy to answer any questions, and I may be reached at 978-468-6303 or loribucci@gmail.com. I greatly appreciate your support in my desire to serve Wenham.

Thank you for your consideration.

Very truly yours,



Lori R. Bucci, Esq.

**LORI R. BUCCI**

52 Cedar Street  
Wenham MA 01984

978-468-6303  
loribucci@gmail.com

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**EXPERIENCE**

**U.S. SECURITIES AND EXCHANGE COMMISSION**

**Boston, MA**

*Special Counsel, Office of Compliance Inspections and Examinations*

*2003-2004*

Conducted examinations and inspections of SEC registered broker-dealers, investment advisers and investment companies for compliance with the federal securities law.

**U.S. SECURITIES AND EXCHANGE COMMISSION**

**Washington, DC**

*Special Counsel, Division of Trading and Markets*

*1997-2003*

*Responsibilities:*

- Drafted Commission rules and orders on the regulation and operation of transfer agents and the clearance and settlement of securities transactions.
- Acted as primary liaison to the Office of Compliance Inspections and Examinations and the Federal Banking Regulators for transfer agent matters.
- Assisted the Divisions of Enforcement and Investment Management with transfer agent issues and investigations.
- Analyzed proposals submitted by clearing agencies to amend their rules and requests from the securities industry for no-action or relief under the Securities Exchange Act of 1934.
- Provided guidance to the public and industry, including transfer agents and broker-dealers, regarding the interpretation of the federal securities laws.

*Accomplishments:*

- Amended Rule 17Ac2-2 regarding transfer agent reporting of business activities on Form TA-2.
- Drafted portion of Rule 17Ad-7(f) regarding recordkeeping requirements for transfer agents.
- Drafted Rules 15b7-3T, 17Ad-21T, and 17a-9T requiring that transfer agents and broker-dealers ensure their systems were compliant.
- Participated in examinations of transfer agents and clearing agencies.
- Developed an electronic filing and tracking system for transfer agent reports.
- Analyzed requests by foreign clearing agencies for amendments to exemptions from registration and prepared Commission approval orders.
- Drafted Commission action memorandum and approval order terminating the registration of a depository.
- Participated in initiative to achieve "straight through processing."

*Awards:*

- Chairman's Capital Markets Award; President's Council Award for Outstanding Service; and consistently received performance based awards.

**U.S. BOARD OF VETERANS' APPEALS**

**Washington, DC**

*Attorney*

*1994-1997*

Represented the Federal Government at the Appellate level for Veterans' claims. Reviewed evidence, determined and drafted appellate decisions for Administrative Law Judges' final decision.

**MIDDLESEX DISTRICT ATTORNEY'S OFFICE**

**Somerville, MA**

*Assistant District Attorney*

*1991*

Performed all duties in District Court including arraignment and bail hearings, motions, and trials.

**TYLER & REYNOLDS, P.C.**

**Boston, MA**

*Associate Attorney*

*1989-1991*

Planned and probated estates. Argued motions before the Appellate Tax Board, Probate Court, and Zoning Committees. Conducted regular audits of the Trust Accounting Department.

**EDUCATION**

**BOSTON UNIVERSITY SCHOOL OF LAW**, Juris Doctor, Boston, MA

*1989*

**SKIDMORE COLLEGE**, Bachelor of Arts, Biology, Saratoga Springs, NY

*1986*

- *Phi Beta Kappa*: Departmental Honors in Biology and Psychology; Skidmore College Honor Society; and National Psychology Honor Society.

**BAR MEMBERSHIP: Massachusetts and The United States Supreme Court**

## Nicole Roebuck

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**From:** Vincent Fennell <vincent.fennell@gmail.com>  
**Sent:** Friday, May 03, 2019 10:52 AM  
**To:** Nicole Roebuck  
**Cc:** Melissa Berry  
**Subject:** Fwd: Wenham Open Space and Recreation Committee candidate

Hello Nicki,

I hope you're doing well. Please find below my letter of interest for the Wenham Open Space Committee. Please let me know if you have any questions/ need anything further from me.

Have a great weekend!

Vincent

To whom it may concern,

I'm writing to express my interest in being nominated for and joining the Wenham Open Space and Recreation Committee.

I have been a resident of the town of Wenham for almost four years and relish the chance to actively participate and contribute to the future of what makes this town a unique and wonderful place to live. Be it walking our family dog or playing with my young children I love to get out and explore the open spaces /parks and historic community we have around us. These are a resource which sets us apart from other surrounding towns and I would like to help ensure that we protect, develop and maximize this valuable resource for our citizens and visitors.

Prior to moving to Wenham I have lived in several different countries and have seen how different cultures each value the outdoors. I've lived in central Tokyo and know what it's like to have to seek out nature rather than be immersed in it. I've lived in England and seen how a 'green belt' philosophy has led to the creation of outdoor community focal points. All of these are experiences and perspectives I would like to bring to the committee's discussions and deliberations. I would also be delighted to bring my analytics and excel skills to assist where possible with the administrative side of the committee affairs.

I hope that I am considered favorably for this position and I look forward to contributing to and supporting the ongoing efforts of the committee

Thank you for your time and consideration.

Sincerely

Vincent S Fennell  
8 Ellis Avenue, Wenham, MA 01984

----- Forwarded message -----

From: **Vincent Fennell** <[vincent.fennell@gmail.com](mailto:vincent.fennell@gmail.com)>

Date: Wed, May 1, 2019 at 8:22 PM

Subject: Re: Wenham Open Space and Recreation Committee candidate

To: Melissa Berry <[MBerry@wenhamma.gov](mailto:MBerry@wenhamma.gov)>

Hello Missy

Thank you very much for your note. I do appreciate it and I enjoyed the meeting on Monday. I will put my letter together and share with you and Nicci ASAP.

Thanks again and I hope the Tuesday night presentation went well.

Best

Vincent

> On May 1, 2019, at 11:22 AM, Melissa Berry <[MBerry@wenhamma.gov](mailto:MBerry@wenhamma.gov)> wrote:

>

> Hi Vincent,

>

> Thank you for attending the Open Space meeting on Monday. I'm sorry that we did not have quorum and thus you weren't able to get a fuller picture of what the committee does. Hopefully if you join us canceling meetings will be a rarer occurrence! As a reminder, if you would like to be appointed to the committee please send a letter of interest to Nicci Roebuck ([NRoebuck@wenhamma.gov](mailto:NRoebuck@wenhamma.gov)) and me.

>

> Let me know if you have any questions.

>

> Thanks!

>

> Missy Berry

> Conservation and Open Space Coordinator

> Town of Wenham

> 138 Main Street

> Wenham, MA 01984

> 978-468-5520 Ex.8

>

> -----Original Message-----

> From: Vincent Fennell [mailto:[vincent.fennell@gmail.com](mailto:vincent.fennell@gmail.com)]

> Sent: Saturday, April 27, 2019 2:31 PM

> To: Melissa Berry

> Subject: Wenham Open Space and Recreation Committee candidate

>

> Hello Missy,

>

> My name is Vincent Fennell and you recently wrote to my wife Meghan about her interest in joining the committee. Unfortunately Meghan does not have any spare time available to serve on the committee but I would be happy to volunteer my time in her place. I will attend the Monday meeting and I'm happy to speak with you in advance also if you have any questions/require anything from me.

>



## Nicole Roebuck

---

**From:** Randazzo, Louis A. <RANDAZZOL@SEC.gov>  
**Sent:** Monday, June 03, 2019 3:26 PM  
**To:** Nicole Roebuck  
**Subject:** RE: Letter of interest to serve on Wenham's Open Space and Recreation Committee

Thanks Nicci.

---

**From:** Nicole Roebuck [mailto:NRoebuck@wenhamma.gov]  
**Sent:** Monday, June 03, 2019 3:24 PM  
**To:** Randazzo, Louis A.  
**Subject:** RE: Letter of interest to serve on Wenham's Open Space and Recreation Committee

I certainly will submit your interest in an Open Space & Recreation Committee appointment as an alternative to the FinCom if not selected, and to clarify my earlier reply... members of the Finance & Advisory Committee are appointed by a special Appointing Committee which consists of the Board of Selectmen Chair, the Finance & Advisory Committee Chair, and the Town Moderator. We have not set a date for the Appointing Committee to meet, but it will be sometime prior to June 30<sup>th</sup>. I will forward your interest to that committee.

Thank you,  
Nicci

## Nicci Roebuck

*Executive Assistant  
Town Administrator's Office*

## Town of Wenham

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

---

**From:** Randazzo, Louis A. [mailto:RANDAZZOL@SEC.gov]  
**Sent:** Monday, June 03, 2019 3:12 PM  
**To:** Nicole Roebuck  
**Subject:** RE: Letter of interest to serve on Wenham's Open Space and Recreation Committee

Thank you Nicci. Can you also put me in for the Open Space and Recreation Committee as an alternative (in case I do not get selected for the Finance Committee).

Also, do you know when they are making the selection?

Thanks,

Lou

---

**From:** Nicole Roebuck [mailto:NRoebuck@wenhamma.gov]  
**Sent:** Monday, June 03, 2019 3:04 PM  
**To:** Randazzo, Louis A.  
**Subject:** RE: Letter of interest to serve on Wenham's Open Space and Recreation Committee



Hi Louis,

Just letting you know that I have received your message and will submit your interest in service on the Finance & Advisory Committee to the Board of Selectmen.

They will be in touch with any questions.

Thank you,  
Nicci

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

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

---

**From:** Randazzo, Louis A. [mailto:RANDAZZOL@SEC.gov]  
**Sent:** Thursday, May 30, 2019 11:54 AM  
**To:** Nicole Roebuck  
**Subject:** RE: Letter of interest to serve on Wenham's Open Space and Recreation Committee

Hi Nicci,

I am attaching my resume for consideration for a position on the town Finance and Advisory Committee. Please contact me at (978) 473-9600 if you have any questions.

Thanks,

Lou Randazzo

---

**From:** Nicole Roebuck [mailto:NRoebuck@wenhamma.gov]  
**Sent:** Friday, May 24, 2019 12:05 PM  
**To:** Randazzo, Louis A.  
**Cc:** Lori Bucci  
**Subject:** RE: Letter of interest to serve on Wenham's Open Space and Recreation Committee

Hi Lou. I will share this letter of interest and require for appointment to the Open Space & Recreation Committee with the Board of Selectmen. We expect appointments to occur during the month of June.

Thank you,  
Nicci

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

**Town of Wenham**

---

52 Cedar Street, Wenham, MA 01984 • (978) 473-9600 • RandazzoL@sec.gov

## **LEGAL EXPERIENCE**

**U.S. Securities and Exchange Commission**, Division of Enforcement, Boston, MA

*Public Finance Abuse Unit*

Senior Enforcement Counsel (April 2010-Present)

Conduct investigations into possible violations of the federal securities laws, and prosecute the SEC's civil suits in federal court and before administrative law judges. Member of the SEC's Public Finance Abuse Specialized Unit, which focuses on issues and investigations relating to public pension funds, municipal bonds and public corruption.

**U.S. Securities and Exchange Commission**, Div. of Enforcement, Washington, DC and Boston, MA

Senior Enforcement Counsel (February 1998 to March 2010)

Planned and conducted all aspects of SEC investigations and litigation including cases related to financial fraud, market manipulation, insider trading and pay-to-play conduct.

**U.S. Department of Justice**, United States Attorney's Office, Western District of Missouri

Special Assistant U.S. Attorney (Concurrent with SEC position: February 2007-February 2010)

Appointed to prosecute *United States of America v. Jack A. Calvin* (2008)(16 year sentence for prime bank scheme).

**U.S. Securities and Exchange Commission**, Division of Trading and Markets, Washington, DC

Special Counsel, Office of Financial Responsibility (September 1994-February 1998)

Staff Attorney, Office of Derivative and Exchange Oversight (September 1992-September 1994)

Developed, amended and interpreted broker-dealer rules, including: net capital; recordkeeping; reporting; and customer protection. Analyzed and drafted Commission Orders relating to Self-Regulatory Organization rule amendments.

**U.S. Office of Personnel Management**, Office of the General Counsel, Washington, DC

Staff Attorney (July 1991-September 1992)

Represented federal agencies in cases involving federal personnel law.

## **EDUCATION**

**Georgetown University Law Center**, Master of Laws (LL.M.), 1995

**University of Toledo College of Law**, Juris Doctor Degree (J.D.), 1990

**Saint Bonaventure University**, Bachelor of Business Administration (B.B.A.), Accounting, 1987

## **OUTSIDE LEGAL ACTIVITIES**

Participate on outside panels including the Massachusetts Bar Association, Association of Certified Fraud Examiners, Information Management Network, and Regulatory Compliance Association.

## Nicole Roebuck

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**From:** Starr, Thomas <t.starr@northeastern.edu>  
**Sent:** Wednesday, May 22, 2019 5:41 PM  
**To:** Nicole Roebuck  
**Subject:** Re: Re-Appointment to the Open Space & Recreation Committee

Nicci,

Yes, I would like to be re-appointed to the Open Space and Recreation Committee.  
Please let me know if this message to you fulfills the new application requirement.

Thanks,

Tom

Thomas Starr  
Professor  
Art + Design  
Northeastern University  
239 Ryder Hall  
Boston MA 02115  
617 372 0977

---

**From:** Nicole Roebuck <NRoebuck@wenhamma.gov>  
**Sent:** Wednesday, May 22, 2019 4:53 PM  
**To:** Starr, Thomas  
**Subject:** Re-Appointment to the Open Space & Recreation Committee

Good Afternoon Tom,

We're writing to thank you for your service to the Town of Wenham as a member of the Open Space & Recreation Committee and to ask if you are interested in re-appointment. The Board of Selectmen will begin making annual committee appointments during the month of June, and your current term on the Open Space & Recreation Committee will expire June 30, 2019.

The Board of Selectmen adopted an updated Appointment Process at their April 30, 2019 meeting. Primary changes include advertisement on the Town website [HERE](#) of all open positions including those up for re-appointment, and additional methods for submittal of appointment requests.

Submit your interest by Friday, May 31, 2019 via one of the 3 methods below:

1. Complete the [Appointment & Re-Appointment Request Google Form](#)

2. Letter of Interest for appointment or re-appointment emailed to [nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov)
3. Letter of Interest for appointment or re-appointment mailed to the Board of Selectmen, c/o Town Administrator, 138 Main Street, Wenham, MA 01984

All letters of interest previously received will be accepted in their present format. These changes are intended to be used from this date forward. Please contact the Town Administrator's Office with any questions.

Thank you!

Nicci Roebuck on behalf of the Town Administrator & Board of Selectmen

**Nicci Roebuck**

*Executive Assistant  
Town Administrator's Office*

**Town of Wenham**

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

# Town of Wenham Appointment or Re-Appointment Request

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[http://www.wenhamma.gov/job\\_and\\_volunteer\\_opportunities\\_in\\_wenham/volunteer\\_opportunities.php](http://www.wenhamma.gov/job_and_volunteer_opportunities_in_wenham/volunteer_opportunities.php)

First Name \*

Asma

Middle Name or Initial \*

A

Last Name \*

Syed

Address \*

30 Monument Street, Wenham

Best Phone Number \*

215-287-9546

Email Address \*

asmasyed80@gmail.com

Appointment or Re-Appointment Request \*

☐ Appointment

☒ Re-Appointment

## Town Board or Committee of Interest

- ☐ Cemetery Commission
- ☐ Community Preservation Committee
- ☐ Conservation Commission
- ☐ Council on Aging Board
- ☐ Finance & Advisory Committee
- ☐ Hamilton-Wenham Community Access & Media
- ☐ Hamilton-Wenham Cultural Council
- ☐ Hamilton-Wenham Joint Recreation Committee
- ☐ Historic District Commission
- ☐ Iron Rail Commission
- ☒ Open Space & Recreation Committee
- ☐ Veterans Committee
- ☐ Wenham Affordable Housing Trust
- ☐ Wenham Connects
- ☐ Wenham Issues of Social Service Help (WISSH)
- ☐ Zoning Board of Appeals

## Present Business Affiliation & Work

n/a

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## Business Experience, Education & Special Training

Master's in Environmental Studies with a concentration in Urban/Environmental Planning.

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## Town Office Held in Wenham (or elsewhere)

Open Space and Rec Committee Vice Chair & Conservation Commission member

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## Peter Lombardi

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**From:** Catherine Harrison  
**Sent:** Friday, March 01, 2019 12:42 PM  
**To:** Peter Lombardi; Nicole Roebuck  
**Subject:** Fwd: CPC & Open Space an Rec Committes

Patrick asked me to forward this as an official letter of interest. Can we vote to appoint Patrick to OSRC anytime—since he would be filling a vacancy?  
CAH

**Catherine A. Harrison**  
*Board of Selectmen, Chair*

**Town of Wenham**  
138 Main Street, Wenham, MA 01984  
978-468-5520 x 2  
Home phone 978-468-3359

Begin forwarded message:

**From:** Patrick Waddell <[cpc.pjw@gmail.com](mailto:cpc.pjw@gmail.com)>  
**Subject:** CPC & Open Space an Rec Committes  
**Date:** March 1, 2019 at 7:54:22 AM EST  
**To:** Catherine Harrison <[Charrison@wenhamma.gov](mailto:Charrison@wenhamma.gov)>, Jack Wilhelm <[jwilhelm@wenhamma.gov](mailto:jwilhelm@wenhamma.gov)>, "[jclemenzi@wenhamma.gov](mailto:jclemenzi@wenhamma.gov)" <[jclemenzi@wenhamma.gov](mailto:jclemenzi@wenhamma.gov)>

Good morning Wenham BoS,

I am interested in continuing to serve on Wenham's CPC and joining the Open Space and Recreation Committee. My current CPC term ends in June, I believe.

Thank you for your consideration,  
Patrick Waddell  
5 Great Pond Road  
978-468-3181  
617-991-3709

## Town of Wenham Appointment or Re-Appointment Request

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First Name \*

Ann

Middle Name or Initial \*

Last Name \*

Weeks

Address \*

11 Foster Street

Best Phone Number \*

9784686511

Email Address \*

Appointment or Re-Appointment Request \*

☐ Appointment

☒ Re-Appointment



## Town Board or Committee of Interest

- ☐ Cemetery Commission
- ☐ Community Preservation Committee
- ☐ Conservation Commission
- ☐ Council on Aging Board
- ☐ Finance & Advisory Committee
- ☐ Hamilton-Wenham Community Access & Media
- ☐ Hamilton-Wenham Cultural Council
- ☐ Hamilton-Wenham Joint Recreation Committee
- ☐ Historic District Commission
- ☐ Iron Rail Commission
- ☒ Open Space & Recreation Committee
- ☐ Veterans Committee
- ☐ Wenham Affordable Housing Trust
- ☐ Wenham Connects
- ☐ Wenham Issues of Social Service Help (WISSH)
- ☐ Zoning Board of Appeals

## Present Business Affiliation & Work

Legal Director: Clean Air Task Force

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## Business Experience, Education & Special Training

Environmental Law and Planning

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## Town Office Held in Wenham (or elsewhere)

Planning Board Chair

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**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

Veterans Committee

3 openings

*Letters of Interest Received From:*

*Peter A. Hersee, John O. Wilhelm, William J. Wilson, III*

➤ Vote: I move to appoint \_\_\_\_\_ to  
the Veterans Committee for 3 year terms beginning July 1, 2019 and  
ending June 30, 2022.

Seconded / Discussion/ Vote

# Town of Wenham Appointment or Re-Appointment Request

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First Name \*

Peter

Middle Name or Initial \*

Last Name \*

Hersee

Address \*

17 Juniper

Best Phone Number \*

978-468-4782

Email Address \*

Appointment or Re-Appointment Request \*

☐ Appointment

☒ Re-Appointment

## Town Board or Committee of Interest

- ☐ Cemetery Commission
- ☐ Community Preservation Committee
- ☐ Conservation Commission
- ☐ Council on Aging Board
- ☐ Finance & Advisory Committee
- ☐ Hamilton-Wenham Community Access & Media
- ☐ Hamilton-Wenham Cultural Council
- ☐ Hamilton-Wenham Joint Recreation Committee
- ☐ Historic District Commission
- ☐ Iron Rail Commission
- ☐ Open Space & Recreation Committee
- ☒ **Veterans Committee**
- ☐ Wenham Affordable Housing Trust
- ☐ Wenham Connects
- ☐ Wenham Issues of Social Service Help (WISSH)
- ☐ Zoning Board of Appeals

## Present Business Affiliation & Work

Retired

---

## Business Experience, Education & Special Training

Previous 6 years on BOS, 3 years on FinCom, Veterans Memorial Comm. 10 years; volunteer at Veterans Hospital in Bedford.

---

## Town Office Held in Wenham (or elsewhere)

Also an Election Officer

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## Nicole Roebuck

---

**From:** Jack Wilhelm  
**Sent:** Wednesday, May 22, 2019 10:51 AM  
**To:** Nicole Roebuck  
**Subject:** Re: Re-Appointment Request - Draft Email - Version 2

Nicci:  
Please consider this e-mail as my Letter of  
Interest to be reappointed to the Veterans Committee.  
Jack

Sent from my iPhone

On May 21, 2019, at 5:23 PM, Nicole Roebuck <[NRoebuck@wenhamma.gov](mailto:NRoebuck@wenhamma.gov)> wrote:

*Hi everyone,*

*Based on a few suggestions from Catherine and Jack, below is an updated version of our Board & Committee Re-Appointment email. I've updated the Board & Committee Openings page to reflect all current vacancies along with openings for the new appointment season. I've cross linked all the related pages on our website, so it should be easy for everyone to navigate.*

*I learned from a caller today that our Appointment Request Google Form was requiring a sign in for anyone clicking on the link. After reading a bit, I discovered that in order for the Google Form to allow anyone to complete the form with signing in, the option for uploading documents (resumes, cover letters, letters of interest) via the form had to be removed, as all uploads must come from a Google Drive account. Not everyone has a Google Drive account. So, I've removed that option and added a note in the header offering the option to email documents to my attention.*

*I also added the requirement of checking Appointment or Re-appointment, so there is no confusion there and also included all Boards & Committees as a Checklist, allowing residents to check the committee(s) they are interested in for appointment. If you don't like this feature and would rather that residents enter the name of the committee, it's an easy change. Just let me know.*

*I'd like to get the emails out tomorrow. So, thanks for any additional feedback.*

Good Morning,

We're writing to thank you for your service to the Town of Wenham as a member of the XXXXX Committee and to ask if you are interested in re-appointment. The Board of Selectmen will begin making annual committee appointments during the month of June, and your current term on the XXXXX Committee will expire June 30, 2019.

The Board of Selectmen adopted an updated Appointment Process at their April 30, 2019 meeting. Primary changes revolve around advertisement on the Town website [HERE](#) of all open positions including those up for re-appointment and increased methods for submittal of appointment requests. Please read through the attached process, and contact the Town Administrator's Office with any questions.

## Town of Wenham Appointment or Re-Appointment Request

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First Name \*

William

Middle Name or Initial \*

Last Name \*

Wilson

Address \*

19 Lake Ave Wenham MA

Best Phone Number \*

978-468-1891

Email Address \*

Appointment or Re-Appointment Request \*

☐ Appointment

☒ Re-Appointment

## Town Board or Committee of Interest

- ☐ Cemetery Commission
- ☐ Community Preservation Committee
- ☐ Conservation Commission
- ☐ Council on Aging Board
- ☐ Finance & Advisory Committee
- ☐ Hamilton-Wenham Community Access & Media
- ☐ Hamilton-Wenham Cultural Council
- ☐ Hamilton-Wenham Joint Recreation Committee
- ☐ Historic District Commission
- ☐ Iron Rail Commission
- ☐ Open Space & Recreation Committee
- ☒ Veterans Committee
- ☐ Wenham Affordable Housing Trust
- ☐ Wenham Connects
- ☐ Wenham Issues of Social Service Help (WISSH)
- ☐ Zoning Board of Appeals

## Present Business Affiliation & Work

Retired

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## Business Experience, Education & Special Training

Program Manager Raytheon Company, Retired Naval Officer

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## Town Office Held in Wenham (or elsewhere)

N/A

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**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

Wenham Affordable Housing Trust  
3 openings

*Letters of Interest Received From:*

*Dana P. Bagnell, Harriet P. Davis, Catherine A. Harrison, Jennifer B. Joyce,  
Leo John Maestranzi Jr., Huntley L. Skinner, John O. Wilhelm, Fredrick S. Woodland, Jr.*

➤ Vote: I move to appoint \_\_\_\_\_ to  
the Veterans Committee for 2 year terms beginning July 1, 2019 and  
ending June 30, 2021.

Seconded / Discussion/ Vote



6-14-19

10:25 AM

TO: BOARD OF SELECTMAN

PLEASE ACCEPT THIS LETTER  
AS AN INTEREST IN  
APPOINTMENT TO THE  
AFFORDABLE HOUSING TRUST.

Dana Bup

## Nicole Roebuck

---

**From:** HPDavis <hpdavis@aol.com>  
**Sent:** Thursday, June 13, 2019 12:12 PM  
**To:** Nicole Roebuck  
**Cc:** JWilhelm  
**Subject:** Letter of Interest

Hi Nicci,

As the deadline looms, I would like you to add my name to the list of those interested in being appointed to the Affordable Housing Trust. Having fought for Maple Woods on CPC, I am eager to see the WAHT contribute its share so that this project can continue.

Best,  
Harriet

Harriet Davis  
(978) 468-4804

## Town of Wenham Appointment or Re-Appointment Request

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First Name \*

Catherine

Middle Name or Initial \*

Last Name \*

Harrison

Address \*

49 Pleasant Street

Best Phone Number \*

978-468-3359

Email Address \*

Appointment or Re-Appointment Request \*

☐ Appointment

☒ Re-Appointment

## Town Board or Committee of Interest

- ☐ Cemetery Commission
- ☐ Community Preservation Committee
- ☐ Conservation Commission
- ☐ Council on Aging Board
- ☐ Finance & Advisory Committee
- ☐ Hamilton-Wenham Community Access & Media
- ☐ Hamilton-Wenham Cultural Council
- ☐ Hamilton-Wenham Joint Recreation Committee
- ☐ Historic District Commission
- ☐ Iron Rail Commission
- ☐ Open Space & Recreation Committee
- ☐ Veterans Committee
- ☒ **Wenham Affordable Housing Trust**
- ☐ Wenham Connects
- ☐ Wenham Issues of Social Service Help (WISSH)
- ☐ Zoning Board of Appeals

## Present Business Affiliation & Work

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## Business Experience, Education & Special Training

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## Town Office Held in Wenham (or elsewhere)

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## Town of Wenham Appointment or Re-Appointment Request

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First Name \*

Jennifer

Middle Name or Initial \*

Last Name \*

Joyce

Address \*

8 Woodside Lane

Best Phone Number \*

9789684199

Email Address \*

Appointment or Re-Appointment Request \*

☒ Appointment

☐ Re-Appointment

## Town Board or Committee of Interest

- ☐ Cemetery Commission
- ☐ Community Preservation Committee
- ☐ Conservation Commission
- ☐ Council on Aging Board
- ☐ Finance & Advisory Committee
- ☒ **Hamilton-Wenham Community Access & Media**
- ☐ Hamilton-Wenham Cultural Council
- ☐ Hamilton-Wenham Joint Recreation Committee
- ☐ Historic District Commission
- ☐ Iron Rail Commission
- ☐ Open Space & Recreation Committee
- ☐ Veterans Committee
- ☒ **Wenham Affordable Housing Trust**
- ☐ Wenham Connects
- ☐ Wenham Issues of Social Service Help (WISSH)
- ☐ Zoning Board of Appeals

## Present Business Affiliation & Work

I currently work as an Information Technology Support Specialist and I am very interested in volunteering for the Hamilton-Wenham Community Access & Media or the Wenham Affordable Housing Trust.

## Business Experience, Education & Special Training

I have an Associates Degree in Computer Programming and a Bachelors in Management from Northeastern University.

## Town Office Held in Wenham (or elsewhere)

N/A

## Nicole Roebuck

---

**From:** John Wilhelm <jwilhelm53@aol.com>  
**Sent:** Wednesday, May 29, 2019 8:28 PM  
**To:** Nicole Roebuck  
**Subject:** Fwd: Affordable Housing Trust

Nicci:

Please see below "Letter of Interest" from John Maestranzi for one of the open positions on the Affordable Housing Trust.

Jack

Sent from my iPhone

Begin forwarded message:

**From:** John Maestranzi <[john@larchgroup.com](mailto:john@larchgroup.com)>  
**Date:** May 29, 2019 at 8:16:57 PM EDT  
**To:** [JClemenzi@wenhamma.gov](mailto:JClemenzi@wenhamma.gov), Jack Wilhelm <[jwilhelm53@aol.com](mailto:jwilhelm53@aol.com)>  
**Subject:** Affordable Housing Trust

Hello Jack and John,

Please accept this email as my formal request to be considered for a position on the Wenham Affordable Housing Trust.

I have been a member of the community for over 40 years and am very interested in the future of Wenham and access to affordable housing.

If you have any questions, or would like additional information, please do not hesitate to contact me at 508-932-9000.

Thank you for your time and consideration.

Best,

John

Sent from my iPhone

June 13, 2019

To the Board of Selectmen of the Town of Wenham,

My name is Huntley Skinner, and I am writing to ask you to consider appointing me to the Wenham Affordable Housing Trust.

I have been a resident of Wenham for 24 years, and I have been interested in housing for much of that time. In my profession as a social worker, advocating for housing for people with physical and emotional challenges, integrating them into their community and providing opportunities for enriched life experiences has been a special interest of mine.

I presently work part-time for the Brain Injury Association of Massachusetts, facilitating their court ordered Brains at Risk program and also presenting brain injury classes in local high schools and elementary schools.

As I am semi retired, from Case Management, Clinical work and running residential homes, I have more time to become involved in my community. I see the opportunity to participate with the Wenham Affordable Housing Trust as a way of participating more fully in my town's future.

If further information is needed please contact me either at [Huntley.skinner@gmail.com](mailto:Huntley.skinner@gmail.com)  
Or at 978-998-2312.

Thank you for your consideration.

A handwritten signature in cursive script that reads "Huntley L. Skinner". The signature is written in dark ink and includes a long, horizontal flourish extending to the right.

Huntley L. Skinner  
9 Juniper St.  
Wenham, MA 01984



## Nicole Roebuck

---

**From:** Jack Wilhelm  
**Sent:** Tuesday, May 21, 2019 10:54 AM  
**To:** Nicole Roebuck  
**Subject:** Re: Re-Appointment Request - Draft Email

Nicci:  
Please consider this e-mail as my "Letter of Interest" to be appointed to the Wenham Affordable Housing Trust for the term that begins July 1, 2019z  
Jack

Sent from my iPhone

On May 20, 2019, at 3:52 PM, Nicole Roebuck <[NRoebuck@wenhamma.gov](mailto:NRoebuck@wenhamma.gov)> wrote:

*See below for the Re-Appointment Request draft email, and let me know your thoughts/edits.*

Good Morning,

We're writing to thank you for your service to the Town of Wenham as a member of the XXXXX Committee. The Board of Selectmen will begin making annual committee appointments during the month of June, and your current term on the XXXXX Committee will expire June 30, 2019.

The Board of Selectmen adopted an updated Appointment Process at their April 30, 2019 meeting. Primary changes revolve around advertisement on the Town website [HERE](#) of all open positions including those up for re-appointment and increased methods for submittal of appointment requests. Read through the attached process, and contact the Town Administrator's Office with any questions.

Submit your letter of interest by Friday, May 31, 2019 via one of the 3 methods below.

1. Appointment Request Google form which captures all information in a simple format and allows you to attach a letter of interest if preferred  
[https://docs.google.com/forms/d/e/1FAIpQLSdTJNdVIH9gHSX4b8LGSjccNOW1Qih9Mn1JeWdHvSFRAN44A/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSdTJNdVIH9gHSX4b8LGSjccNOW1Qih9Mn1JeWdHvSFRAN44A/viewform?usp=sf_link)
2. Letter of Interest emailed to [nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov)
3. Letter of Interest mailed to the Board of Selectmen, c/o Town Administrator, 138 Main Street, Wenham, MA 01984

Thank you!  
Nicci Roebuck on behalf of the Town Administrator & Board of Selectmen

Nicci Roebuck  
Town Administrator's Office  
Wenham Town Hall  
138 Main Street  
Wenham, MA 01984

Thank you for your immediate attention to this request. Please feel free to call either Nicci or myself at 978-468-5520 x.2 should have any questions.

**Nicci Roebuck**

*Executive Assistant*

*Town Administrator's Office*

**Town of Wenham**

138 Main Street, Wenham, MA 01984

978-468-5520 x2

<Wenham Appointment Process 04.30.19.docx>

## Town of Wenham Appointment or Re-Appointment Request

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For more information on specific Boards & Committees in Wenham, please visit: [http://wenhamma.gov/town\\_government/boards\\_and\\_committees/index.php](http://wenhamma.gov/town_government/boards_and_committees/index.php).

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[http://www.wenhamma.gov/job\\_and\\_volunteer\\_opportunities\\_in\\_wenham/volunteer\\_opportunities.php](http://www.wenhamma.gov/job_and_volunteer_opportunities_in_wenham/volunteer_opportunities.php)

First Name \*

Rick

Middle Name or Initial \*

Last Name \*

Woodland

Address \*

26 Maple Street

Best Phone Number \*

9784689907

Email Address \*

Appointment or Re-Appointment Request \*

☐ Appointment

☒ Re-Appointment

## Town Board or Committee of Interest

- ☐ Cemetery Commission
- ☐ Community Preservation Committee
- ☐ Conservation Commission
- ☐ Council on Aging Board
- ☐ Finance & Advisory Committee
- ☐ Hamilton-Wenham Community Access & Media
- ☐ Hamilton-Wenham Cultural Council
- ☐ Hamilton-Wenham Joint Recreation Committee
- ☐ Historic District Commission
- ☐ Iron Rail Commission
- ☐ Open Space & Recreation Committee
- ☐ Veterans Committee
- ☒ Wenham Affordable Housing Trust
- ☐ Wenham Connects
- ☐ Wenham Issues of Social Service Help (WISSH)
- ☐ Zoning Board of Appeals

## Present Business Affiliation & Work

Landry & Arcari

---

## Business Experience, Education & Special Training

Sales, Coordinator of Family Promise at First Church

---

## Town Office Held in Wenham (or elsewhere)

Wenham Affordable Housing Trust

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**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

Wenham Issues of Social Services Help  
4 openings

*Letters of Interest Received From:  
Marisa D. Bartlett, Tracey B. Hutchinson*

➤ Vote: I move to appoint \_\_\_\_\_ to  
the Wenham Issues of Social Services Help Committee for 3 year terms  
beginning July 1, 2019 and ending June 30, 2022.

Seconded / Discussion/ Vote

## Town of Wenham Appointment or Re-Appointment Request

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First Name \*

Marisa

Middle Name or Initial \*

D

Last Name \*

Bartlett

Address \*

17 Pleasant St

Best Phone Number \*

6034011818

Email Address \*

marisabartlett14@gmail.com

Appointment or Re-Appointment Request \*

☐ Appointment

☒ Re-Appointment

## Town Board or Committee of Interest

- ☐ Cemetery Commission
- ☐ Community Preservation Committee
- ☐ Conservation Commission
- ☐ Council on Aging Board
- ☐ Finance & Advisory Committee
- ☐ Hamilton-Wenham Community Access & Media
- ☐ Hamilton-Wenham Cultural Council
- ☐ Hamilton-Wenham Joint Recreation Committee
- ☐ Historic District Commission
- ☐ Iron Rail Commission
- ☐ Open Space & Recreation Committee
- ☐ Veterans Committee
- ☐ Wenham Affordable Housing Trust
- ☐ Wenham Connects
- ☒ Wenham Issues of Social Service Help (WISSH)
- ☐ Zoning Board of Appeals

## Present Business Affiliation & Work

Home mother

---

## Business Experience, Education & Special Training

Bachelors

---

## Town Office Held in Wenham (or elsewhere)

Pingree playground

---

## Nicole Roebuck

---

**From:** Tracey Hutchinson <traceyhutchinson@churchillprop.com>  
**Sent:** Wednesday, June 12, 2019 12:45 PM  
**To:** Nicole Roebuck  
**Subject:** Re: Re-Appointment to the WISSH Committee

Hi Nicci, Yes I am formally interested in being reappointed to the WISSH Committee. Thank you for sharing this reminder! DO I need to fill out another form or is this OK? I am still figuring out the email and phone piece...were you able to have phones switch directly to my cell 978-473-9720?  
THANK YOU!! Tracey

On Jun 12, 2019, at 12:24 PM, Nicole Roebuck <[NRoebuck@wenhamma.gov](mailto:NRoebuck@wenhamma.gov)> wrote:

Hi Tracey,

The Selectmen will be making appointments at their meeting on June 18<sup>th</sup>. Please send along your formal interest in reappointment to the WISSH Committee as soon as you are able.

Thanks very much,  
Nicci

### Nicci Roebuck

*Executive Assistant  
Town Administrator's Office*

#### Town of Wenham

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

---

**From:** Nicole Roebuck  
**Sent:** Tuesday, June 04, 2019 9:19 AM  
**To:** 'traceyhutchinson@churchillprop.com'  
**Subject:** FW: Re-Appointment to the WISSH Committee

### Nicci Roebuck

*Executive Assistant  
Town Administrator's Office*

#### Town of Wenham

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

---

**From:** Nicole Roebuck  
**Sent:** Wednesday, May 22, 2019 4:59 PM  
**To:** Tracey Hutchinson  
**Subject:** Re-Appointment to the WISSH Committee



Good Afternoon Tracey,

We're writing to thank you for your service to the Town of Wenham as a member of the WISSH Committee and to ask if you are interested in re-appointment. The Board of Selectmen will begin making annual committee appointments during the month of June, and your current term on the WISSH Committee will expire June 30, 2019.

The Board of Selectmen adopted an updated Appointment Process at their April 30, 2019 meeting. Primary changes include advertisement on the Town website [HERE](#) of all open positions including those up for re-appointment, and additional methods for submittal of appointment requests.

Submit your interest by Friday, May 31, 2019 via one of the 3 methods below:

1. Complete the [Appointment & Re-Appointment Request Google Form](#)
2. Letter of Interest for appointment or re-appointment emailed to [nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov)
3. Letter of Interest for appointment or re-appointment mailed to the Board of Selectmen, c/o Town Administrator, 138 Main Street, Wenham, MA 01984

All letters of interest previously received will be accepted in their present format. These changes are intended to be used from this date forward. Please contact the Town Administrator's Office with any questions.

Thank you!

Nicci Roebuck on behalf of the Town Administrator & Board of Selectmen

**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**

*June 18, 2019*

**DRAFT MOTION**

Zoning Board of Appeals  
1 opening

*Letters of Interest Received From:  
Evan Campbell*

➤ Vote: I move to appoint \_\_\_\_\_ to  
the Zoning Board of Appeals for a 3 year term beginning July 1, 2019  
and ending June 30, 2022.

Seconded / Discussion/ Vote

## Nicole Roebuck

---

**From:** Evan Campbell <ecampbell@delphivalue.com>  
**Sent:** Friday, June 14, 2019 1:34 PM  
**To:** Nicole Roebuck  
**Subject:** Re: Re-Appointment to the Zoning Board of Appeals

I will yes. Sorry I was out of town and not checking email. I'll fill out the forms asap.

On Fri, Jun 14, 2019, 11:45 AM Nicole Roebuck <[NRoebuck@wenhamma.gov](mailto:NRoebuck@wenhamma.gov)> wrote:

Hi Evan,

I'm getting ready to post the Selectmen's agenda for Tuesday and following up to determine your interest in re-appointment to the ZBA. Will you be submitting your interest in another term?

Thanks very much,

Nicci

## Nicci Roebuck

*Executive Assistant*

*Town Administrator's Office*

## Town of Wenham

138 Main Street, Wenham, MA 01984

978-468-5520 x2

---

**From:** Nicole Roebuck  
**Sent:** Wednesday, June 12, 2019 11:34 AM  
**To:** Evan Campbell ([ecampbell@delphivalue.com](mailto:ecampbell@delphivalue.com)); Evan Campbell ([ecamp.delphi@gmail.com](mailto:ecamp.delphi@gmail.com))  
**Subject:** FW: Re-Appointment to the Zoning Board of Appeals

Hi Evan,

Just following up on my email below. Will you be submitting your interest in re-appointment to the Zoning Board of Appeals? Your current term expires on June 30, 2019.

Let me know if you have any questions.

Thanks very much,

Nicci

**Nicci Roebuck**

*Executive Assistant*

*Town Administrator's Office*

**Town of Wenham**

138 Main Street, Wenham, MA 01984

978-468-5520 x2

---

**From:** Nicole Roebuck

**Sent:** Wednesday, May 22, 2019 5:02 PM

**To:** Evan Campbell ([ecampbell@delphivalue.com](mailto:ecampbell@delphivalue.com))

**Subject:** Re-Appointment to the Zoning Board of Appeals

Good Afternoon Evan,

We're writing to thank you for your service to the Town of Wenham as a member of the Zoning Board of Appeals and to ask if you are interested in re-appointment. The Board of Selectmen will begin making annual committee appointments during the month of June, and your current term on the Zoning Board of Appeals will expire June 30, 2019.

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Thank you!

Nicci Roebuck on behalf of the Town Administrator & Board of Selectmen

**Nicci Roebuck**

*Executive Assistant*

*Town Administrator's Office*

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

Zoning Board of Appeals Associate  
3 openings

*Letters of Interest Received From:*  
*Dana M. Begin*

➤ Vote: I move to appoint \_\_\_\_\_ as  
Zoning Board of Appeals Associate for a 3 year term beginning July 1,  
2019 and ending June 30, 2022.

Seconded / Discussion/ Vote



## Nicole Roebuck

---

**From:** Dana Begin <dana.m.begin@gmail.com>  
**Sent:** Wednesday, June 12, 2019 1:37 PM  
**To:** Nicole Roebuck  
**Subject:** Re: Re-Appointment to the Zoning Board of Appeals

Hi Nicci,  
Yes, I will complete the Google doc shortly and send all required documentation.  
Sorry for the delay!  
Thanks,  
Dana

Sent from my iPhone

On Jun 12, 2019, at 11:32 AM, Nicole Roebuck <[NRoebuck@wenhamma.gov](mailto:NRoebuck@wenhamma.gov)> wrote:

Hi Dana,

Just following up on my email below. Will you be submitting your interest in re-appointment as an Associate Member on the Zoning Board of Appeals? Your current term expires on June 30, 2019.

Let me know if you have any questions.

Thanks very much,  
Nicci

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

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

---

**From:** Nicole Roebuck  
**Sent:** Wednesday, May 22, 2019 5:03 PM  
**To:** Dana Begin  
**Subject:** Re-Appointment to the Zoning Board of Appeals

Good Afternoon Dana,

We're writing to thank you for your service to the Town of Wenham as an associate member of the Zoning Board of Appeals and to ask if you are interested in re-appointment. The Board of Selectmen will begin making annual committee appointments during the month of June, and your current term on the Zoning Board of Appeals will expire June 30, 2019.

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Thank you!

Nicci Roebuck on behalf of the Town Administrator & Board of Selectmen

**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**

*June 18, 2019*

**NEW BUSINESS**

**D.**

**Recommendations on FY19 Merit Pay for Non-Union Employees**

*(10 minutes)*

- Draft Motion
- Placeholder

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

**FY19 Merit Pay for Non-Union Employees**

- Vote: I move to approve the recommended FY19 Merit Pay increases as presented.

Seconded / Discussion/ Vote

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**NEW BUSINESS**

**E.**

**Review and Potential Approval of  
Vacation Adjustment**

*(5 minutes)*

- Draft Motion

# BOARD OF SELECTMEN MEETING

*June 18, 2019*

## **DRAFT MOTION**

### Vacation Adjustment

- Vote: I move the Board of Selectmen approve the vacation adjustment for the Finance & Assistant and Permitting Coordinator & Special Projects Manager as presented by the Interim Town Administrator.

Seconded / Discussion/ Vote

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**NEW BUSINESS**

**F.**

**Year End Appropriation Transfer Requests**

**Finance Director, Patty Moore**

*(10 minutes)*

- Draft Motion
- Placeholder

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

**FY19 Year-End Appropriation Transfers**

- Vote: I move to approve the attached list of appropriation transfers totaling \_\_\_\_\_ for the fiscal year ending June 30, 2019 presented by the Finance Director, as provided for under Massachusetts General Laws.

Seconded / Discussion/ Vote

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**NEW BUSINESS**

**G.**

**Approve Signatures to AFSCME, Council 93, Local  
2905 & Wenham Call Firefighters Association  
FY 2021-2023**

- Draft Motion
- Agreement between the Town of Wenham and the AFSCME, Council 93, Local 2905, FY20-22
- Agreement between the Town of Wenham and Wenham Call Firefighters Association, FY20-22

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**DRAFT MOTION**

Sign FY20-22 Agreements with  
AFSCME, Council 93, Local 2905  
Wenham Call Firefighters Association

- Vote: I move the Board of Selectmen sign the approved agreements for FY20-22 between the Town of Wenham and AFSCME Council 93, Local 2905 and the Town of Wenham and Wenham Call Firefighters Association.

Seconded / Discussion/ Vote



COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE TOWN OF WENHAM

AND

THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, COUNCIL 93, LOCAL 2905

July 1, 2019 - June 30, 2022

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This collective bargaining agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the Town of Wenham (hereinafter sometimes referred to as the "Employer") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 2905 (hereinafter sometimes referred to as the "Union").

This agreement is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are within the provisions of this agreement in order that more effective and progressive public service may be rendered to the citizens of the Town.

## **ARTICLE 1**

### **RECOGNITION AND BARGAINING UNIT**

The Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time and regular part-time employees employed by the Town of Wenham including the: Assistant Treasurer/Collector, Assessor's Assistant, Conservation Coordinator, DPW / Water Administrative Assistant, Mechanic, Driver/Operator, Heavy Equipment Operator, Secretary/Matron, and Custodian, but excluding the Town Accountant, Treasurer/Collector, Administrative Assistant to the Board of Selectmen, and Highway/Water Department Foreman, and all managerial, confidential, and casual employees, and all other employees in the Town of Wenham.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the Employer's operations, working force and facilities are exclusively vested in the Employer. Without in any way limiting the generality of the foregoing, the Employer has the right to plan, direct and control the Employer's operations and working force, to hire, transfer, promote, assign, and lay off

employees, to demote, suspend, discharge, or take other disciplinary action against employees for just cause, to evaluate employees, to determine the hourly, daily and weekly schedules of employment, the work tasks and standards of performance for employees, the right to assign tasks, to determine what work is to be performed, when it is to be performed, and by whom, and the extent to which it may have things done by its own equipment, facilities and employees or by others, to make, administer and enforce work rules and regulations, to take whatever action may be necessary to carry out its work in situations of emergency, all such rights being vested exclusively in the Employer.

Any of the rights, powers and authorities which the Employer had prior to entering into this collective bargaining agreement are retained by the Employer, except as modified by this Agreement. Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Employer which may not be granted or waived by the Employer under the statutes of the Commonwealth of Massachusetts.

### **ARTICLE 3**

#### **DISCRIMINATION**

The Town and the Union agree not to discriminate against any employee because of any criteria established and prescribed by federal or Massachusetts state law.

There shall be no discrimination by the Employer against any employee because of his or her activity or membership in the Union, or because any employee refrains from such activity or membership.

### **ARTICLE 4**

#### **UNION DUES AND AGENCY FEES**

Section 1. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth in Appendix B, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the bi-weekly pay of each employee who shall authorize it by the signing and furnishing to it of such check-off dues form, and

remit the aggregate amount to the Treasurer of the Union together with a list of employees from whom said dues have been deducted. Such remittance shall be made on or about the tenth day of the month succeeding that in which the deductions were made. The Union will notify the Employer of the name and address of the Treasurer of the Union and such notification shall bear the signature of the President and Recording Secretary of the Union. In the event of any change of the Treasurer of the Union, the Employer shall be notified by the same method.

Section 2. The Town agrees that in accordance with the provisions of General Laws, Chapter 150E, Section 12, it will deduct any agency service fees as a condition of employment from the salary of every employee in the bargaining unit who has not executed an authorization for deduction of union dues, and who authorizes an agency fee deduction. An employee who does not authorize the Town to make bi-weekly payroll deductions as provided herein shall make the Agency Service Fee payment directly to the Union. If the Town does, in fact comply with the General Law, the Union will indemnify and defend the Town against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Town of Wenham upon the aforementioned payroll deduction or authorization cards submitted to the city for any action taken by the Town to enforce the so-called agency services fee. This section shall become effective only if accepted by the members of the Union in accordance with the applicable provisions of the General Laws, Chapter 150E, Section 12.

Section 3. No employee shall be required to pay union dues or agency fee until he or she has completed the probationary period as set forth in Article 6.

Section 4. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability including, without limitation, attorney's fees, which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to the provisions of this Article.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the specific provisions of this Agreement.

Informal Step: Before initiating any formal grievance pursuant to this article, the parties are encouraged to make informal efforts to resolve disputes.

Step 1: An employee, or a representative of the Union, shall take up the grievance with the employee's Department Head within fifteen (15) calendar days of the date of the grievance or of the date the employee first knew or should have known of its occurrence. Such grievance shall be submitted in writing, and shall set forth a summary of the facts relied upon, the section of the Agreement allegedly being violated, the remedy sought, and shall be signed by the grieving employee and/or a duly designated Union official. The Department Head shall attempt to adjust the matter and shall respond in writing to the employee and/or Union within fifteen (15) calendar days after the submission of the grievance to him or her in Step 1. For purposes of this article, the Town Administrator shall be deemed the Department Head for the Conservation Coordinator and the Assessor's Assistant. Any grievance related to the discharge or disciplinary suspension of an employee may be initiated at Step 2.

Step 2: If the grievance has not been settled in Step 1, it shall be presented to the Town Administrator within fifteen (15) calendar days after the Department Head's response is due or received, whichever is earlier. Such presentation shall be submitted in writing. The Town Administrator or his or her designated representative, shall meet with the Union within twenty calendar days from the time the grievance is presented to him or her, and shall answer the grievance in writing within twenty (20) calendar days from the meeting. For any grievance for which the Town Administrator is the Step 1 Department Head, the grievance shall proceed directly from Step 1 to Step 3.

Step 3: If the grievance remains unresolved, either party may, by written notice to the other, submit the grievance to arbitration. So that the Union's Executive Board may have the opportunity to meet to make a decision as to bringing a matter to arbitration, the parties agree that notice of arbitration may be served within thirty (30) calendar days after the reply of the Town Administrator is due or received.

The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's authority shall be limited to matters involving the interpretation and application of the specific provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of his or her authority, the decision of the arbitrator, to the extent permitted by law, shall be final and binding. The expenses of such arbitration shall be shared equally by the Employer and the Union.

No employee shall have the right to require arbitration, the right being reserved to the Union and the Employer exclusively.

Failure to present a grievance within or advance it in accordance with any of the time limits specified shall be deemed as a waiver of the grievance. Failure of the Department Head or Town Administrator to reply to a grievance within the time limits specified shall constitute a denial of the grievance entitling the grievant to advance to the next step.

The time limits contained herein may be extended by mutual agreement of the parties in writing. Consent to such agreement shall not be unreasonably withheld.

## **ARTICLE 6**

### **PROBATIONARY PERIOD - JUST CAUSE**

Each new employee and each employee hired after a break in service shall be considered as a probationary employee until he or she shall have completed six (6) months of active employment. Probationary employees may be disciplined, discharged, or otherwise terminated in the sole discretion of the Employer and any such action shall not be subject to the grievance and arbitration provisions of this Agreement.

The Employer agrees that it will not demote, suspend, discharge or take other disciplinary action



against employees who have passed their probationary period without just cause.

During the probationary period, employees shall be eligible for all benefits except vacation pay, paid military leave, and jury duty pay (except as required by law).

## **ARTICLE 7**

### **HOURS OF WORK**

Section 1. This Article defines the normal hours of work for all full-time and regular part-time employees and shall not be construed as a guarantee of hours of work per day, per week or per year.

#### Section 2.

##### Highway/Water Department

The regularly scheduled workweek of the full-time employees of the Highway Department shall consist of five (5) eight (8) hour days, Monday-Friday, which shall include a paid lunch period of thirty minutes each day. Lunch period shall be taken on the job site, at the discretion of the supervisor.

The normal workday shall be 7:00a.m. to 3:00p.m. (this includes the ½ hour paid lunch).

##### Town Hall Employees

The regularly scheduled workweek of the full-time Town Hall employees shall be thirty six and one-half (36.5) hours, inclusive of paid lunch periods.

##### Secretary-Matron in the Police Department

The regularly scheduled workweek of the full-time Secretary-Matron in the Police Department shall consist of five (5) eight (8) hour days. The normal workday shall be 7:30 a.m. to 3:30 p.m. (this includes a one hour paid lunch period).

Section 3. The Employer retains the right to establish and change for each employee the number of hours in the work day, the starting and quitting times, the number of hours in the work week, and the length of the work year. The Employer shall notify the Union prior to instituting such change and shall, upon request, bargain with the Union concerning the impact and effect of any such change on employees covered by this

agreement.

Section 4. The time of the employees' lunch break (and /or break) shall be determined by the employee's Department Head. At the discretion of the Department Head, all breaks shall be taken at the work site.

## **ARTICLE 8**

### **EXTRA TIME, OVERTIME, CALL BACK AND STAND-BY PAY**

Section 1. Regular full-time employees of the Highway/Water Department and the Police Department shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for all work performed in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week, whichever is greater but without duplication. All other employees in the Highway/Water Department and Police Department shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for all work performed in excess of forty (40) hours per week.

Section 2. Whenever the words "extra time" are used in this Agreement, they shall mean the time during which the employee shall have been required to work in excess of his regularly scheduled hours but not more than forty (40) hours in one (1) week. Employees who are required to work "extra time" shall be granted compensatory time off (hour for hour) at a time mutually agreed upon between the employee and the Supervisor. Employees are encouraged to take compensatory time in the week it is earned and are required to take compensatory time in the month in which it is earned. The Employer shall have discretion to carry over compensatory time from one month to the next in extraordinary circumstances and at the request of the employee. If the Employer does not allow the employee to take the compensatory time in the fiscal year in which it was earned, it shall be carried over into the first month of the next fiscal year. Regular full-time employees of the Highway/Water Department who are working at the time in which Town Hall has been closed due to inclement weather shall receive in compensatory time one-half (½) of the closed hours.

Section 3. It is recognized that the assignment of extra time and overtime work is the function of the

Employer in keeping with its responsibility for meeting its obligations. Subject to the requirements of the Employer, such work will be assigned on an equitable basis to qualified, dependable employees who ordinarily perform such work in the normal course of their work week in accordance with their skills and familiarity with the work as determined by the Employer or its designated representative. In determining whether there has been an equitable assignment of overtime, any occasions in which an employee has declined to work overtime, or been excused from overtime, shall be considered. The Employer or its designated representative shall keep records of the extra time or overtime offered and worked. In case of a grievance involving such records, they shall be subject to examination by the Union with the Town Administrator and/or appropriate Department Head.

Overtime and/or extra time as provided above shall first be on a voluntary basis. In the event the Employer, or its representatives, determine that there are not a sufficient number of qualified volunteers, overtime and/or extra time shall be mandatory in the inverse order of seniority amongst the qualified employees, provided, however, that when an employee works mandatory overtime or extra time, the next time the Employer requires mandatory overtime or extra time it shall begin with the next senior person.

Section 4. A regular full-time Highway/Water Department employee who is called back to work on the same day after he or she has completed his or her assigned work and left his or her place of employment and before his or her next regularly scheduled starting time shall be paid a minimum of four (4) hours pay at time and one-half his or her regular straight-time hourly rate.

The aforementioned minimum pay provision shall not be applicable to work which is a continuation of the employee's regular work day or work which represents an "early call in", i.e. the employee is called in to work prior to the beginning of his or her shift and works through to the beginning of his or her shift. In such situations, Highway/Water Department employee will be compensated as follows:

- a. If the employee is called in within three (3) hours or less of the beginning of his or her shift, he or she shall receive three (3) hours pay at time and one-half;
- b. If the employee is called in more than three (3) but less than (4) hours before the beginning of his or her shift, he or she shall receive four (4) hours pay at time and one-half.

The Employer and the Union agree that the above sub-paragraphs (a) and (b) are applicable only in the

circumstances of an unscheduled early call in. If it has been previously arranged that Highway Department employees shall report to work at a time other than their normal shift starting time, they shall receive pay only for hours worked.

Section 5. For employees of the Highway Department covered by this Agreement, the Employer shall continue the existing practices and procedures as to payment of stand-by pay. Effective July 1, 2004, the stand-by pay amount shall be \$200.00.

Section 6. This section 6 applies only to those employees who engage in snow plowing and/or sanding: After an employee has performed five (5) consecutive hours of work snow plowing and/or sanding, he/she shall receive payment of fifteen dollars (\$15.00) as a meal allowance. The employee shall receive an additional fifteen dollars (\$15.00) meal allowance for each five (5) hours consecutive work thereafter.

Section 7. The Custodian shall be compensated as follows:

- a. The Custodian shall be paid time and one-half his/her straight time rate for hours worked in excess of forty (40) hours per week;
- b. If the Custodian is called back to work after having left his/her normal place of work at the conclusion of his/her work day, or is called in to work on his/her scheduled day off (including but not limited to holidays as defined in Article 16) he/she shall receive a minimum of three (3) hours pay.

## **ARTICLE 9**

### **JOB POSTING AND BIDDING**

Whenever a permanent vacancy occurs in the bargaining unit and the Employer desires to fill such vacancy, the Employer shall post a notice of such vacancy on the bulletin board for a period of at least seven (7) calendar days. Such notice shall include a statement of the pay, qualifications, and duties of the posted position, and a statement that preference will be given to qualified internal applicants. Such notice shall also include a statement that Employees interested in such vacancy shall apply in writing within the posting period.

Any employee interested in applying for the posted position may submit a resume or similar statement of his or her qualifications and experience.

In selecting an internal candidate for any position posted within the bargaining unit, the Employer shall choose from among the three (3) most senior qualified applicants. If the senior qualified applicant is not selected for the position he or she shall, upon request, be furnished with written reasons for his or her non-selection.

The Employer retains at all times the right to establish the qualifications for any posted position.

## **ARTICLE 10**

### **SENIORITY, REDUCTION IN FORCE, RECALL**

Section 1.      Definition - Seniority as used herein shall mean an employee's length of continuous service with the department dating from the employee's most recent date of hire. Part-time continuous service shall be equated to its full time equivalent.

Section 2.      Reduction in Force Procedure

Step 1. A review shall be made of the employees in the effected job classification in the department involved. Qualifications being substantially equal, the least senior employee in the classification involved shall be declared excess.

Step 2. Employee(s) declared excess in Step shall have right to "bump" employees with less seniority in the same or lower job groups in their department provided their qualifications are substantially equal to or exceed such employees. There shall be no upward or cross department bumping. For purposes of this Step 2, there shall be deemed to be three "departments" in the bargaining unit: (1) Town Hall Employees; (2) Highway/Water Department Employees; and (3) Police Department Employees.

Section 3.      Recall

a. Employees terminated as a result of a reduction in force shall have recall rights to permanent vacancies for two (2) years from the effective date of termination. Recall rights shall be limited to the

following jobs: The job from which the employee was terminated as a result of the reduction in force or lower rated jobs in the same department provided the employee is qualified to perform such lower rated job.

b. Employees shall have one (1) week from the date of notice of recall in which to accept the recall. Employees who refuse the recall or who fail to timely respond to the notice of recall shall lose all rights to recall. Notice sent by certified mail to the employee's last known address as appearing on the Employer's records shall be valid notice.

c. If more than one (1) employee has recall rights to the same position, the same standards and review process shall be applied as in the reduction in force.

d. Upon recall, an employee shall have all of the benefits to which he or she was entitled prior to termination, including accumulated sick leave, and shall be placed, if recalled in the same position. Seniority shall not accumulate during the period of time an employee is entitled to recall rights.

e. The rate of pay in a recalled job shall be the rate of pay of the job to which the employee is recalled.

#### Section 4.      Standard of Review

The standard of review of the Employer's determination of qualification, recall, and/or seniority questions under this Article shall be whether the Employer was arbitrary or capricious in making its determinations. The arbitrator shall not substitute his or her judgment for that of the Employer. The weight to be given the various factors in the determination of qualifications is a matter solely for the Employer. The Employer need not review all of the factors.

#### Section 5.      Qualifications

The word "qualifications" as used herein shall include, but shall not be limited to, such factors as ability, skill, education, previous training, experience, fitness, performance, record of absenteeism and tardiness, ability to relate to the public.

## **ARTICLE 11**

### **WAGE AND CLASSIFICATION TABLES**

Employees shall be compensated in accordance with the pay, classification, and placement tables attached as Appendix A.

## **ARTICLE 12**

### **SICK LEAVE**

Section 1. Employees who regularly work twenty (20) hours or more per week shall be entitled to accrue sick leave at the rate of one and one quarter (1.25) days per month of active service (maximum of fifteen (15) per contract year). The maximum accumulation of unused sick leave shall be 180 days (subject to section 5 below). Sick leave may only be used for personal injury or personal sickness.

Section 2. When absent by reason of claim of sickness or injury, an employee (irrespective of the number of hours regularly worked) may be required, upon written request of his respective department head, to obtain a doctor's certificate, satisfactory to the Employer, verifying illness or injury. The Employer, at its own expense, may require the employee to be examined by a doctor of its own choosing. The results of any such examination shall be available to the Employer. An employee may use up to five (5) sick days per year of their accumulated sick leave for family sick leave which includes doctor's appointments for family members with proof of appointment.

Section 3. If an employee is eligible for sick leave and is receiving Workers' Compensation because the disability is employment related, the Employer will, at the Employee's request, grant a reimbursement equal to the difference between the employee's regular wages and the Workers' Compensation payments, but only during the period of sick leave to which such employee is entitled. For each day in which sick leave is used to supplement Workers' Compensation, the employee will be charged only with the amount of hours of sick leave (rounded to the nearest hour) represented by the amount of sick leave paid.

Section 4. Employees who use sick time will be charged for the number of hours they are scheduled to work on the day on which such time is taken.

Section 5. An employee who, voluntarily or involuntarily, terminates service with the Employer after the age of fifty five (55) and after ten years of service to the Employer, shall be entitled to reimbursement for one-half (1/2) of his or her accumulated sick leave at the employee's straight- time pay rate, provided, however, that in no event shall an employee be entitled to buy back more than sixty-seven and one half (67.5) days per year for any sick leave accumulated after July 1, 2001. Other than as stated in this paragraph, there shall be no reimbursement for accumulated, unused sick pay.

Effective July 1, 2016, an employee who wishes to retire in FY17 and therefore shall provide written notice to the Town Administrator of his/her intent to retire by December 1 of the fiscal year prior to the fiscal year of the planned retirement, and shall specify a tentative date. An employee who gives the required notice in a timely fashion shall receive sick leave buyback payment on or about the date of retirement. If the employee fails to give requisite notice by the December 1 deadline, the Town will have no obligation to make the buyback payment until the first full payroll period of the fiscal year for which the Town has had the requisite notice and opportunity to budget for the necessary funds.

Section 6. A Sick Leave Bank program has been established to assist eligible employees during medical emergencies. The Sick Leave Bank is a voluntary program for benefit-eligible employees that will be administered by a Sick Leave Bank Committee.

Program Eligibility:

- 1) To be eligible to participate in the Sick Leave Bank, employees must be actively employed by the Town of Wenham and eligible to receive benefits.
- 2) Members must have been employed by the Town of Wenham for more than one (1) year in a benefit-eligible position.
- 3) Newly benefit-eligible employees must apply for membership in the program within one (1) month of becoming benefit-eligible. If the employee chooses not to join during this eligibility period, they may not elect to join at a later date.

Membership Requirements:

- 1) Membership in the Sick Leave Bank shall be voluntary. Each member shall contribute two



(2) sick days to the bank upon enrollment and two (2) days in July of the following year. Thereafter, members shall contribute one (1) day each year, in July, until such time as the Bank has accumulated at least 200 days. Once the 200 day limit is reached, all contributions to the Sick Leave Bank shall be suspended. Thereafter, if the Bank should drop below 150 days, members shall recommence making annual one (1) day contributions. Members may, at their own discretion, elect to donate more than the minimum amount of days listed above. Members may also be requested to make additional contributions of sick leave days if an unforeseen event occurs.

2) Sick leave contributions to the Bank are non-returnable.

3) The balance of unused sick days shall remain in the Bank at the end of each fiscal year and shall accumulate from year to year.

4) Applications for enrollment in the program shall be made in writing and shall be held in confidence. Such a request shall include sufficient detail concerning why the request is being made at this time, including appropriate medical documentation to support the claim in the request.

Sick Leave Bank Committee:

1) The Sick Leave Bank program shall be administered by a committee which shall be comprised of the Town Administrator, Finance Director, and one (1) employee from this unit.

2) The Sick Leave Bank Committee shall be authorized to approve or disapprove applications for distribution of benefits. Upon receipt of an application, the Committee shall meet as soon as possible to consider the employee's request and shall render a decision within ten (10) business days. In deciding whether to grant the employee's request, the Committee shall consider the following:

- The doctor's written determination addressing the request;
- The employee's prior circumstances with available sick leave, the expected duration of this health event, any documented abuse of sick leave, and any additional compelling circumstances.

The Committee may, in its sole discretion, deny an application when it finds any of the following to be true:

- The applicant has abused sick leave in the past;
- The applicant has not yet exhausted accumulated sick leave time and other available paid leave

(except for Vacation and Personal time);

- The applicant has made previous granted applications to the Sick Leave Bank and this application is deemed excessive;
- Other just cause for denying the application exists;
- The applicant's request is not supported by appropriate information.

3) If one of the Committee members submits an application requesting sick leave from the Bank, that individual shall recuse themselves from deliberating on said application.

4) All information provided to the Committee shall be held in strictest confidence by the members of the Committee.

5) The Committee shall provide an annual accounting of the Sick Leave Bank program in July of each year to all participating employees. At a minimum, this accounting shall include the number of members, the number of days remaining in the Sick Leave Bank as of June 30, and the number of hours/days distributed in the previous fiscal year.

#### Benefit Eligibility:

1) Generally, to be eligible for benefits, the applicant must have been a member of the Sick Leave Bank program for a minimum of six (6) months. However, the Sick Leave Bank Committee shall have discretion to make exceptions to this eligibility requirement.

2) Members who are receiving Worker's Compensation benefits are not eligible for benefits under the Sick Leave Bank program.

3) To be eligible for benefits, the applicant must have a medical condition, verified and documented by a physician, which requires a prolonged period of recuperation and/or absence from work, resulting in the exhaustion of all earned sick, vacation, personal or any other paid leave.

4) The Committee may require an applicant to undergo a physical examination by an independent physician at the Town's expense.

5) No more than twenty (20) days may be granted at any one time. Requests for additional days by the same employee must be accompanied by a new application. Any additional grants by the Committee may be made in increments of up to twenty (20) days, however, any such additional grant shall be solely

within the discretion of the Committee. Any unused sick bank time shall be returned to the Bank.

6) Any sick leave accumulated while an employee is receiving benefits from the Sick Leave Bank shall be returned to the Bank.

7) An employee may withdraw from participating in the Bank at any time, but shall not be eligible to rejoin thereafter. In the case of withdrawal, all donations made to the Bank by that employee prior to such withdrawal are irreversible.

8) For purposes of this program, a “day” shall equal the rate at which an employee accrues sick leave per month. (i.e. a 40 hour/week person accrues 10 hours/month, 36.5 accrues 9.13 hours/month, 35 accrues 8.75 hours/month, 30 accrues 7.50 hours/ month, etc.)

9) Approval of benefits shall be granted by a majority vote of the Sick Leave Bank Committee. Said approval shall not be unreasonably denied and shall not be subject to appeal or contested in any manner.

10) Sick Leave Bank benefits shall not be granted beyond the number of hours available in the Bank.

### **ARTICLE 13**

### **HEALTH AND LIFE INSURANCE**

Employees who regularly work twenty (20) hours or more per week shall be eligible to participate in the following Town of Wenham medical and life insurance programs:

- Medical insurance through the GIC, seventy-five percent (75%) percent of the cost of which is paid by the Town, and twenty-five per cent (25%) of the cost of which is paid by the Employee.
- Life insurance through Boston Mutual Life Insurance Company, sixty per cent (60%) of which is paid by the Town, and forty per cent (40%) of which is paid by the Employee Employees are also eligible for additional amounts of insurance, at the employee's expense and in accordance with rates and conditions as set by the Insurer.
- Life insurance through AETNA, with a benefit amount up to the Employee's annual salary (not exceeding \$50,000). The Town pays fifty per cent (50%) of the cost of this program, and the

Employee pays the remaining fifty per cent (50%).

The Employer shall have the right to change insurance plans and carriers, provided, however, that prior to implementation of any such change the Employer shall notify and negotiate with the Union as to the terms of any successor plan(s).

## **ARTICLE 14**

### **FUNERAL LEAVE**

Section 1. In the event of death in the immediate family of an employee who regularly works twenty (20) or more hours per week, the employee shall be allowed to be absent from work, with pay, on all workdays following within the four (4) working days commencing on the date of death. "Immediate family" means spouse, child, step-child, foster child, mother, father, brother, sister, grandparent, mother-in-law and father-in-law.

Section 2. In the event of the death of a member of such employee's immediate household (not a member of the "immediate family"), the employee shall be allowed to be absent from work, with pay, on all workdays following within the three (3) calendar days commencing on the date of death.

Section 3. An employee who regularly works twenty (20) or more hours per week shall be entitled to be absent, with pay, on the day of the funeral to attend the funeral of his or her aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

Section 4. In exceptional circumstances, the Town Administrator may, in his or her discretion, grant additional funeral leave.

## **ARTICLE 15**

### **VACATIONS**

Section 1.      Eligibility

a. Employees who regularly work twenty (20) hours or more per week shall be entitled to vacation with pay, subject to the terms and conditions hereinafter provided, in accordance with the following schedule:

<u>Length of Active Continuous Service As of Anniversary Date of Employment</u>	<u>Amount of Vacation</u>
• More than one (1) year	Two (2) weeks
• More than five (5) years	Three (3) weeks
• Each year of service beyond five (5) years	One (1) additional day for each year of service beyond five years, up to a maximum of four (4) weeks vacation
• More than twenty (20) years	One (1) additional day for each year of service beyond twenty years, up to a maximum of five (5) weeks vacation

Employees who have completed six (6) months of continuous service may take five (5) days of vacation (subject to the 3/4th rule set forth in section 2 below) provided, however, that said five (5) days shall be credited against the ten (10) days to which the employee becomes eligible after one (1) year of continuous service.

b. In order to be entitled to any vacation with pay, the employee must have actually worked the following amount of time during the year ending on each anniversary date of employment: 3/4 ths of working schedule.

c. After one year of continuous service, vacation time for the entire year shall be allocated on July 1 of that fiscal year. An employee must take his vacation time during the year following his eligibility therefore or else such vacation time shall be lost. Vacation time may not be carried over from year to year, except in the following circumstances:

(1) If an employee were not allowed to take his vacation during the year following his eligibility therefore, he or she would be allowed to carry over such vacation.

(2) Up to one (1) week may be carried over with the approval of the Town Administrator or his/her

designee.

Section 2.      Scheduling

Employees may submit to the head of their respective department a request for vacation time. Vacations will then be approved by the Department Head. Vacation shall not be taken in increments of less than four hours without approval of the employee's department head. Employees shall be charged for the amount of hours actually taken.

Section 3.      Rate of Pay

Pay for vacation shall be at the regular straight-time base rate of the employee at the time of taking his or her vacation. The Employer shall pay the Employee for vacation time on the payday next preceding the start of his or her vacation, provided that the Employee has made a written request for such pay before the end of the previous pay period. In the event that a holiday (as defined in Article 16) occurs during an Employee's vacation, the Employee shall be entitled to an additional vacation day.

Section 4.      Additional Vacation Incentive

In addition to the vacation time set forth in paragraph 1(a) above, for each six (6)-month period that an employee does not utilize sick time that employee shall receive one (1) additional vacation day. For purposes of this paragraph, the six-month periods will be measured as follows: January 1 through June 30, and July 1 through December 31. Additional vacation days earned pursuant to this paragraph shall be subject to the limitations on carry-over set forth in paragraph 1(c), above.

**ARTICLE 16**  
**HOLIDAYS**

Section 1.      Employees who regularly work twenty (20) or more hours per week shall be entitled to the following paid holidays provided the employee was regularly scheduled to work on such day, or the day of observance:

New Year's Day  
Martin Luther King Jr. Birthday  
Washington's Birthday  
Patriot's Day  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving  
Day after Thanksgiving  
Christmas  
Day after Christmas\*

\* The day after Christmas may be treated as holidays at the sole discretion of the Board of Selectmen.

Section 2. In the event the employee works on any of the aforementioned holidays, he shall be paid therefore at time and one-half his or her straight-time hourly rate for hours so worked. Holiday pay of employees who are regularly scheduled to work less than 32.5 hours per week shall be proportionate to that of employees working 32.5 hours. For example, if an employee is regularly scheduled to work 20 hours per week, and a holiday falls on a day in which he or she normally works seven and one-half hours, the employee will be paid for 4.6 hours (20 hours equals 61% of a 32.5 hour work week; 61.5% of a 7.5 hour work day is 4.6 hours).

Section 3. The granting of any additional paid days off shall be subject to the approval of the Board of Selectmen, or its designee. The denial of any such additional days off shall not be subject to challenge.

## **ARTICLE 17**

### **LONGEVITY**

Full-time employees who complete the following years of continuous service with the Town shall receive an annual longevity payment, in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Amount of Lump Sum Longevity Payment</u>
At least Five Years	\$300.00
At least Ten Years	\$400.00
At least Fifteen Years	\$500.00
At least Twenty Years	\$600.00

Such payments shall be made within thirty (30) days after the employee's anniversary date.

For purposes of this Article, a break in service of three months or less shall not destroy an employee's "continuous service".

The above longevity payment shall not be included in an employee's base pay for any other purpose, such as overtime pay, holiday pay, etc.

## **ARTICLE 18**

### **LEAVES**

Any request for a leave of absence, whether paid or unpaid, shall be submitted in writing to the employee's Department Head. Except as provided by law, any such request shall be subject to the approval of the employee's Department Head and the Town Administrator. The denial thereof shall not be challengeable.

## **ARTICLE 19**

### **FAMILY AND MEDICAL LEAVE/MATERNITY LEAVE**

Employees shall be entitled to family and medical leave, including maternity leave and adoption leave, under the terms of the Family and Medical Leave Act of 1993 and Massachusetts General Laws chapter 149, Section 105D, insofar as such laws are applicable to the Town, and the employee is eligible for such leave. Any such leave shall be governed by the terms and conditions of the applicable law.

## **ARTICLE 20**

### **PERSONAL LEAVE**

Section 1. Employees who are regularly scheduled to work twenty (20) or more hours per week shall be entitled, subject to the terms and conditions provided herein, to up three (3) personal leave days per contract year.

Section 2. Personal leave days may only be used for imperative personal business which necessitates the employee's presence and which cannot be scheduled outside of normal work hours.



Section 3. Request for a personal leave day shall be made, in writing, to the employee's department. The employee shall give at least forty-eight (48) hours' notice of leave, except under such circumstances where the need for leave was not foreseeable. Under those circumstances, the employee shall give as much notice as is practicable.

Section 4. Probationary employees shall not be eligible for personal leave days.

Section 5. Personal leave may be taken in increments of two (2) hours or greater.

Section 6. The personal leave benefits of employees who regularly work twenty (20) or more hours per week but less than full-time shall be pro rata.

Section 7. Employees who use personal leave shall be charged for the number of hours that they are scheduled to work on the day on which such leave is taken.

Section 8. There shall be no carry-over of unused personal leave.

## **ARTICLE 21**

### **JURY DUTY**

For all employees with six months or more service with the Employer, the Employer shall make up the difference between the employees' regular, straight-time pay and the amount of any jury compensation received. The employee may be required to submit adequate proof of juror service and the amount of jury pay received. For employees with less than six months' service, the Employer shall pay for jury duty only as required by law.

## **ARTICLE 22**

### **MILITARY LEAVE**

Each employee with six months or more service with the Town who is called for duty in the armed forces of the Commonwealth of Massachusetts or the United States shall be paid the difference between his or her regular straight-time earnings and the total compensation (excluding travel allowance) received by reason of such duty. Payments pursuant to this Article shall be limited to a period of two (2) weeks in any twelve (12) month period.

### **ARTICLE 23**

#### **CLOTHING AND BOOT ALLOWANCE**

The Employer will provide clothing and boot allowance of \$700.00 per year for all employees of the Highway/Water Department and the custodians. That annual clothing/boot allowance will be increased to \$750.00 effective July 1, 2017.

### **ARTICLE 24**

#### **LICENSE REIMBURSEMENT**

The Employer shall reimburse the employee for any license (including CDL, Hoisting, Water, etc.) which is required by the Town. The Town shall pay for continuing education relative to hydraulic licenses whether required or not.

### **ARTICLE 25**

#### **ACCESS TO PREMISES**

The Employer agrees to grant representatives of the Union reasonable access to the premises for individual discussion of working conditions with employees who are subject to this agreement. Such access is subject to advance notice and approval (which shall not be unreasonably withheld) of the Town Administrator, or his or her designee.

### **ARTICLE 26**

#### **BULLETIN BOARD**

The Employer agrees to make available, for the Union's use, a bulletin board in Town Hall and the Highway/Water Department offices. For the benefit of the bargaining unit employee in the Police Department, the Employer also agrees to either make available, for the Union's use, space on a bulletin board located in the Police Department or to make other arrangements to allow such employee to receive notices, announcements, etc. from the Union.

## **ARTICLE 27**

### **UNION REPRESENTATIVES**

A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer in writing of any changes.

## **ARTICLE 28**

### **TEMPORARY ASSIGNMENT**

In the event an employee is temporarily assigned by his/her Department Head to perform the duties of a person in a higher rated job and so performs such duties for a period of at least one (1) full work day, he or she shall receive compensation for such service at the rate of the higher rated job. Such compensation shall continue so long as the employee continues to perform the duties of a higher rated job. It is understood that upon return by the employee to his or her regular duties, the increase in compensation provided for in this Article shall terminate.

## **ARTICLE 29**

### **STRIKES**

There shall be no strikes, walkouts, stoppages or suspensions of work, boycotts, sit downs or slowdowns, or any other interference with the Employer's operations, whether direct or sympathetic. No officer, agent or representative of the Union shall authorize, approve, ratify or condone any of the activities herein prohibited and no employee will instigate, promote, sponsor, engage in or condone any of the activities

herein prohibited.

There shall be no lockouts by the Employer.

### **ARTICLE 30**

#### **EFFECT OF AGREEMENT**

Section 1. This instrument constitutes the entire agreement of the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

Section 2. The waiver of any breach or condition of this Agreement by any party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

Section 3. No provision of this Agreement shall be retroactive prior to the effective date of this Agreement unless otherwise specifically stated herein.

### **ARTICLE 31**

#### **INVALIDATION**

Should any of the provisions of this Agreement be found to be invalid by any court of competent jurisdiction, all other provisions as may not be affected thereby shall remain in force and effect.

### **ARTICLE 32**

#### **FUNDING**

Each year of this Agreement is subject to funding by Town Meeting. In the event the amount necessary to fully fund this Agreement is not so funded each year by Town Meeting, the parties shall meet to negotiate as if no Agreement for the balance of the term thereof had been reached.

**ARTICLE 33**  
**MISCELLANEOUS**

Section 1. The Employer may require employees to register their time of commencement and cessation of work (beginning of work day, lunch, end of work day) on a time clock or other time recording device. The Employer shall notify the Union prior to instituting any time clock or other recording device and shall, upon request, bargain with the Union concerning the impact and effect on employees covered by this agreement.

Section 2. Employees covered by this Agreement who are also employed by the Town in another capacity must obtain the prior approval of the Town Administrator, or his designee, in order to be excused from the duties of their position covered hereunder in the event of a conflict.

Section 3. All regular full-time employees work schedules shall provide for a thirty minute break during each workday. The time of the break shall be determined by the employee's Department Head.

Section 4. "Regular full-time employee" as used in this Agreement shall mean an employee who regularly works the established weekly schedule of the department in which he/she is employed, but not less than thirty-two and one-half (32 1/2) hours per week.

Section 5. Employees must regularly work twenty (20) hours per week to be eligible for benefits, including but not limited to sick leave, funeral leave, vacation and holidays as set forth in Articles 12, 14, 15 and 16 respectively. The parties acknowledge that the hours of the Conservation Coordinator vary depending on the needs of that office. Therefore, the position of Conservation Coordinator shall be deemed to be a twenty (20) hour per week position for purposes of this provision. Benefits shall be calculated pro rata for employees who regularly work less than full time.

Section 6. The Secretary / Matron shall receive an annual \$500 Accreditation stipend, separate from base salary, on the first pay period of December as long as the Police Department maintains its accreditation status

with the Massachusetts Police Accreditation Commission. If the department fails to maintain its accreditation status then this stipend will be terminated.

Section 7. Employees shall be paid on a bi-weekly basis.

Section 8. Employees who also serve as on call members of the Wenham Fire Department shall receive a \$1.00 / hour differential for their actual time served for the Fire Department, up to forty (40) hours served during their normal work week. Additionally, these employees will be compensated at time and one-half per hour of the call firefighter rate for any fire response hours served beyond their forty (40) hour standard work week, with a minimum of two (2) hour callback for any fire responses that occur between 10pm and 7pm. These employees will be compensated in 15 minute increments for any of these after hours' fire response callbacks that last more than two (2) hours in duration. Employees who provide EMS transport under this section shall receive one (1) hour minimum pay plus one (1) bonus hour for the two (2) responding firefighters who provide EMS transport to a medical call initiated between the hours of 3PM and 10PM and three (3) hour minimum pay plus one (1) bonus hour for the two (2) responding firefighters who provide EMS transport initiated between the hours of 10PM and 7AM. Although the Department's standard protocol is for two (2) firefighters to conduct EMS transport on any given call, any additional responding firefighters who provide said transport for extenuating circumstances shall be similarly compensated.

Section 9. Employees may opt to use their own physician at the Town's expense for DOT physicals at the Town Administrator's discretion which is not to be unreasonably withheld.

## **ARTICLE 34**

### **Duration and Renewal**

This Agreement shall become effective the date of the signing of this Agreement, except as otherwise provided herein, and shall continue in full force and effect until June 30, 2022, except as otherwise provided

herein. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than December 1, 2021, after written notice by either party of its desire to commence negotiations for a successor Agreement. The Employer and the Union, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

## AFSCME NEGOTIATING COMMITTEE

By: \_\_\_\_\_  
 William Wildes Date: \_\_\_\_\_  
 Chapter Chair, AFSCME Local 2905

By: \_\_\_\_\_  
Susan Hersee Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Carol Markland Date: \_\_\_\_\_  
 Staff Representative, AFSCME Council 93

## TOWN OF WENHAM

By: \_\_\_\_\_  
 Jack Wilhelm Date: \_\_\_\_\_  
 Chair, Board of Selectmen

By: \_\_\_\_\_  
John Clemenzi Date:  
Vice Chair, Board of Selectmen

By: \_\_\_\_\_  
Catherine Harrison Date:  
Clerk, Board of Selectmen

## Appendix A

### TOWN OF WENHAM AND AFSCME COUNCIL 93

July 1, 2019 - June 30, 2022

#### Wage and Classification Tables

The minimum wage rates for the contract period are set forth below. In addition to the following, employees covered by the agreement shall receive any additional increase that the Board of Selectmen, in their role discretion, may agree to provide.

Any employee who is being paid at a rate which exceeds the maximum rate as set forth below as of the following dates shall have their rate adjusted as follows:

FY 20 (July 1, 2019) One percent (2.0%) increase

FY 21 (July 1, 2020) One percent (1.0%) increase

FY 21 (January 1, 2021) One percent (1.0%) increase

FY 22 (July 1, 2021) One percent (1.0%) increase

FY 22 (January 1, 2022) One percent (1.0%) increase

<b>EFFECTIVE JULY 1, 2019</b>			
<b>POSITION</b>	<b>Hire Rate</b>	<b>6 Month Rate</b>	<b>18 Month Rate</b>
ASST TREASURER/COLLECTOR	\$ 22.30	\$ 25.08	\$ 28.44
ASSESSORS ASSISTANT	\$ 18.07	\$ 20.33	\$ 22.58
POLICE SECRETARY	\$ 20.98	\$ 23.61	\$ 26.22
CONS. COORDINATOR	\$ 20.24	\$ 22.75	\$ 25.30
MECHANIC	\$ 22.17	\$ 24.94	\$ 27.71
DRIVER/OPERATOR	\$ 18.86	\$ 21.26	\$ 23.60
H.E. OPERATOR	\$ 20.00	\$ 22.75	\$ 25.53
H.E. OPERATOR/GROUP LEADER	\$ 22.14	\$ 24.91	\$ 27.67
WATER DEPARTMENT	\$ 22.58	\$ 25.40	\$ 28.22
CUSTODIAN	\$ 15.07	\$ 16.95	\$ 18.83
DPW/WATER ADMIN ASST	\$ 18.98	\$ 21.71	\$ 24.41



<b>EFFECTIVE JULY 1, 2020</b>			
<b>POSITION</b>	<b>Hire Rate</b>	<b>6 Month Rate</b>	<b>18 Month Rate</b>
ASST TREASURER/COLLECTOR	\$ 22.52	\$ 25.34	\$ 28.72
ASSESSORS ASSISTANT	\$ 18.25	\$ 20.53	\$ 22.81
POLICE SECRETARY	\$ 21.19	\$ 23.85	\$ 26.48
CONS. COORDINATOR	\$ 20.44	\$ 22.98	\$ 25.55
MECHANIC	\$ 22.39	\$ 25.19	\$ 27.99
DRIVER/OPERATOR	\$ 19.05	\$ 21.47	\$ 23.84
H.E. OPERATOR	\$ 20.20	\$ 22.98	\$ 25.79
H.E. OPERATOR/GROUP LEADER	\$ 22.34	\$ 25.16	\$ 27.95
WATER DEPARTMENT	\$ 22.81	\$ 25.65	\$ 28.50
CUSTODIAN	\$ 15.22	\$ 17.12	\$ 19.02
DPW/WATER ADMIN ASST	\$ 19.17	\$ 21.93	\$ 24.65

<b>EFFECTIVE JANUARY 1, 2021</b>			
<b>POSITION</b>	<b>Hire Rate</b>	<b>6 Month Rate</b>	<b>18 Month Rate</b>
ASST TREASURER/COLLECTOR	\$ 22.75	\$ 25.59	\$ 29.01
ASSESSORS ASSISTANT	\$ 18.43	\$ 20.74	\$ 23.04
POLICE SECRETARY	\$ 21.40	\$ 24.09	\$ 26.74
CONS. COORDINATOR	\$ 20.64	\$ 23.21	\$ 25.81
MECHANIC	\$ 22.61	\$ 25.44	\$ 28.27
DRIVER/OPERATOR	\$ 19.24	\$ 21.68	\$ 24.08
H.E. OPERATOR	\$ 20.40	\$ 23.21	\$ 26.05
H.E. OPERATOR/GROUP LEADER	\$ 22.56	\$ 25.41	\$ 28.23
WATER DEPARTMENT	\$ 23.04	\$ 25.91	\$ 28.79
CUSTODIAN	\$ 15.37	\$ 17.29	\$ 19.21
DPW/WATER ADMIN ASST	\$ 19.36	\$ 22.15	\$ 24.90

<b>EFFECTIVE JULY 1, 2021</b>			
<b>POSITION</b>	<b>Hire Rate</b>	<b>6 Month Rate</b>	<b>18 Month Rate</b>
ASST TREASURER/COLLECTOR	\$ 22.98	\$ 25.85	\$ 29.30
ASSESSORS ASSISTANT	\$ 18.61	\$ 20.95	\$ 23.27
POLICE SECRETARY	\$ 21.61	\$ 24.33	\$ 27.01
CONS. COORDINATOR	\$ 20.85	\$ 23.44	\$ 26.07
MECHANIC	\$ 22.84	\$ 25.69	\$ 28.55
DRIVER/OPERATOR	\$ 19.43	\$ 21.90	\$ 24.32
H.E. OPERATOR	\$ 20.60	\$ 23.44	\$ 26.31
H.E. OPERATOR/GROUP LEADER	\$ 22.79	\$ 25.66	\$ 28.51
WATER DEPARTMENT	\$ 23.27	\$ 26.17	\$ 29.08
CUSTODIAN	\$ 15.52	\$ 17.47	\$ 19.40
DPW/WATER ADMIN ASST	\$ 19.55	\$ 22.37	\$ 25.15

<b>EFFECTIVE JANUARY 1, 2022</b>			
<b>POSITION</b>	<b>Hire Rate</b>	<b>6 Month Rate</b>	<b>18 Month Rate</b>
ASST TREASURER/COLLECTOR	\$ 23.21	\$ 26.11	\$ 29.59
ASSESSORS ASSISTANT	\$ 18.80	\$ 21.16	\$ 23.50
POLICE SECRETARY	\$ 21.83	\$ 24.57	\$ 27.28
CONS. COORDINATOR	\$ 21.06	\$ 23.67	\$ 26.33
MECHANIC	\$ 23.07	\$ 25.95	\$ 28.84
DRIVER/OPERATOR	\$ 19.62	\$ 22.12	\$ 24.56
H.E. OPERATOR	\$ 20.81	\$ 23.67	\$ 26.57
H.E. OPERATOR/GROUP LEADER	\$ 23.02	\$ 25.92	\$ 28.80
WATER DEPARTMENT	\$ 23.50	\$ 26.43	\$ 29.37
CUSTODIAN	\$ 15.68	\$ 17.64	\$ 19.59
DPW/WATER ADMIN ASST	\$ 19.75	\$ 22.59	\$ 25.40

In addition to the above, employees covered by the agreement shall have the following amounts added to their base pay:

- (i) \$1,300.00 for those employees who are enrolled in a family health insurance plan provided by the Town;
- (ii) \$450.00 for those employees who are enrolled in an individual health insurance plan provided by the Town; and
- (iii) \$350.00 for those not covered by Town health insurance. This amount would be increased annually by any Cost of Living Adjustment (COLA).

If an employee's health insurance status changes, the amount set forth above will be adjusted accordingly.

**AGREEMENT BETWEEN**

**THE WENHAM CALL FIREFIGHTERS ASSOCIATION**

**AND**

**THE TOWN OF WENHAM, MASSACHUSETTS**

**JULY 1, 2019 – JUNE 30, 2022**

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AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Wenham, hereinafter called "the Town", and the Wenham Call Firefighters Association, an unincorporated Association, hereinafter called "the Association", or "the employees."

WHEREAS, the well-being of the employees covered by this Agreement and the efficient and economic operation of the Fire Department require that an orderly and constructive relationship be maintained between the parties; and

WHEREAS, the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and Fire administration; and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement:

NOW, THEREFORE, herein contained, the parties mutually agree as follows:

## **ARTICLE 1**

### **PERSONS COVERED BY THIS AGREEMENT**

The Town recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining relative to establishing wages; hours and other conditions of employment, of all the regular call-firefighters who comply with Article 15 (Probationary Period - Yearly Appointment) and specifically sub-section B (Exception to Non-Challengeable Annual Reappointment Rule). The Town and the Association agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Association.

## **ARTICLE 2**

### **TERM**

This Agreement shall be effective July 1, 2019, except as otherwise provided herein, and shall remain in full force and effect until June 30, 2022, or until a new contract is executed between the parties subsequent to June 30, 2022.

Unless the agreement is otherwise modified, terminated or extended pursuant to the above paragraph, on or after January 1, 2022, the parties shall make mutually satisfactory arrangements to engage in negotiations for a successor collective bargaining agreement.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the Town's operations, working force and facilities are exclusively vested in the Town. Without in any way limiting the generality of the foregoing, the Town has the right to plan, direct and control the Town's operations and working force, to appoint and reappoint, transfer, promote, assign, and lay off employees, to demote, suspend, discharge, or take other disciplinary action against employees for just cause, to evaluate employees, to determine the work tasks and standards of performance for employees, the right to assign tasks, to determine what work is to be performed, when it is to be performed, and by whom and the extent to which it may have things done by its own equipment, facilities and employees or by others, to make, administer and enforce work rules and regulations, to take whatever action may be necessary to carry out its work in situations of emergency, all such rights being vested exclusively in the Town.

Any of the rights, powers and authorities which the Town had prior to entering into this collective bargaining agreement are retained by the Town, except as modified by this Agreement.

Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Town which may not be granted or waived by the Town under the statutes of the Commonwealth of Massachusetts.

**ARTICLE 4**  
**INDEMNIFICATION**

The Town agrees to indemnify the employees against claims and suits in accordance with Chapter 258, Section 9, of the Massachusetts General Laws.

**ARTICLE 5**  
**CONTROL BY FIRE CHIEF**

Nothing contained in the Agreement shall derogate from the authority of the Fire Chief as provided in Massachusetts General Laws or the Town of Wenham By-Laws in his duties, responsibilities and rights in the operation of the Wenham Fire Department.

**ARTICLE 6**  
**NO-STRIKE CLAUSE**

There shall be no strikes, walkouts, stoppages or suspensions of work, boycotts, sit-downs or slowdowns, or any other interference with the Town's operations, whether direct or sympathetic. No officer, agent or representative of the Association shall authorize, approve, ratify or condone any of the activities herein prohibited and no

employee will instigate, promote, sponsor, engage in or condone any of the activities herein prohibited.

## **ARTICLE 7**

### **STABILITY OF AGREEMENT**

1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto, unless made and executed in writing by the parties hereto.
2. The failure of the Town or of the Association to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Association to future performance of any such term or provision, and the obligations of the Association and the Town to such future performance shall continue in full force and effect.

## **ARTICLE 8**

### **LEAVES**

Any requests for a leave of absence, whether paid or unpaid, shall be submitted in writing to the Town Administrator, except as provided by law any such request shall be subject to the approval of the Town Administrator. Run credits shall be provided in accordance with Article 16, Section 2 of this contract. The denial thereof shall not be challengeable.

## **ARTICLE 9**

### **COMPENSATION**

1. General Salary Schedule:

A. Call Fire Fighter Base Rates:

	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
7/1/19	\$19.75	\$20.57	\$21.40	\$22.29
7/1/20	\$20.15	\$20.98	\$21.83	\$22.74
7/1/21	\$20.55	\$21.40	\$22.27	\$23.19

- B. 1. Lieutenant Stipend: Lieutenants shall receive a \$3,500.00 annual stipend, paid in monthly installments.

2. In addition to the amounts set forth in Paragraph A above, employees who hold the following positions shall receive the following:

Senior Fire Fighter	An additional 2% above the base rate
Lieutenants	An additional 2.65% above the base rate

The parties agree that the above stipends are to be paid to Lieutenants, and Senior Fire Fighters covered by this Agreement, and that it remains in the Employer's discretion the number of officers to be maintained at each rank and title and whether vacant positions will be filled.

C. EMT and Firefighter Certification: In addition to the amounts set forth in Section B (2) above, employees who have the following certifications shall receive the following:

EMT	An additional 5% above the base rate; effective July 1, 2020 this rate shall increase to 5.5% and effective July 1, 2021 this rate shall increase to 6%.
Firefighter I	An additional 2% above the base rate
Firefighter II	An additional 2% above the base rate

Both parties agree to revisit the EMT compensation at a later time if either party requests it. This is intended to address the currently evolving EMT state / federal requirements.

D. General Placement

The Town reserves the right to place employees at step greater than the "1 year" rate.

E. Medical Team Stipend

Members of the medical team shall be paid an annual stipend based on the percentage of calls that they responded to from June 1 through May 31 of the given fiscal year, based on the following sliding scale:

• <10%	\$400.00
• 10+%	\$500.00
• 20+%	\$600.00
• 30+%	\$700.00
• 40+%	\$800.00
• 50+%	\$900.00

The above Medical Team stipend may be increased in any year of this contract, at the sole discretion of the Town. The Town will make every reasonable effort to process the payment of this allowance in the first payroll warrant in June of each year.

F. Eligibility

1. The stipend will be paid to certified EMTs in June of each year. The Town will make every effort to process these payments in the payroll warrant occurring in the first week in June of each year.

2. In the event the employee was certified by the July 1 preceding the date of payment and available to perform EMT duties during this entire period, he/she shall receive the full amount. In the event the



employee was certified after July 1 and/or unavailable to perform EMT duties at any time during this period, the payment shall be made pro rata. (Number of months certified since July 1 and available to perform duties x amount)

2. EMT Certification Fee

- A. The Town agrees to pay, on behalf of each EMT covered by this Agreement, the EMT certification fee.
- B. The Town agrees to pay this fee in December of each year to EMTs scheduled to recertify the following year provided that the EMT can demonstrate continuing education requirements have been satisfied as of November 30 of that year.
- C. If the recertifying EMT does not complete the continuing education requirements by Nov 30 of the prior year, the Town agrees to reimburse the EMT no later than the end of the month following, once the EMT demonstrates payment for the certification fee.

**ARTICLE 10**

**MEDICAL CALLS**

- 1. Effective July 1, 2019 employees will be full members of the medical team. All current members must attain their EMT certification by June 30, 2021 or they will lose their medical team status. All new hires will be members of the medical team and will have 2 years from the date of hire to attain their EMT certification or they will lose their medical team status. Members who fail to attain their EMT certification within these timeframes based on extenuating circumstances will be allowed to petition the Town Administrator for an extension based on the recommendation of the Fire Chief. The determination of the Town Administrator on any such petitions shall be binding.
- 2. To maintain eligibility for the medical response team, the employee must maintain a response rate of 20% of all medical calls throughout the year. Members of the medical team must also attend all mandatory medical training programs.
- 3. In the event the Town were to make new appointments to the medical response team, it shall post a notice of "vacancy" in a conspicuous place for a period of seven (7) days. Employees interested in said vacancy shall apply in writing within said seven (7) day period. The Town may fill said "vacancy" from applicants within or outside of the bargaining unit and its decision with regard thereto, as noted above, shall not be subject to challenge.

**ARTICLE 11**

## **EXTRA PAID DETAILS**

1. Details shall be paid at the following hourly rate: \$53.00; provided, however, that details on Town projects shall be paid at the rate of \$48.00 per hour.
2. A department-wide non officer call fire fighter detail list and an officer detail list, based on the employees most recent date of appointment, shall be established. Assignments shall be made on a rotating basis from respective said lists. Employees who refuse detail assignments shall be charged for such time in implementing the rotation.
3. Details will be toned out to all employees as an announcement, with a deadline for response set forth in the announcement. Any employee who does not respond before the deadline will be deemed to have declined said detail.
4. Firefighters attending such details shall be compensated on an hour-for hour basis with a minimum of four (4) hours. After eight (8) hours, a rate of time and one half the existing detail rate shall be charged on an hour-for hour basis.

5. Definition

- A. Private or Non- Town Public Entity Details

- In the event a private or non-town public entity requests the services of fire department members for fire watch or fire safety related purposes and/or the town requires the private entity or non-town public entity to utilize the services of fire department members for fire watch or fire safety related purposes, the assignment of call firefighters for such purposes shall constitute a detail provided the assignment was designated and approved, in advance, as a detail, subject to the terms and conditions set forth herein, by the Fire Chief.

- B. Town Details

- The assignment of call firefighters to perform fire watch or fire safety related services for town public entities may constitute a detail, subject to the terms and conditions set forth herein, provided the assignment of call fire fighters for such purposes was designated and approved, in advance, as a detail, subject to the terms and conditions set forth herein, by the Fire Chief. The following (not intended as exhaustive) are not details: weekend summer coverage, caretaker of apparatus, caretaker of apparatus room, fire prevention educational activities, and storm coverage. Any details performed at Enon Village shall be considered to be Town Details.

6. The Town shall establish a detail fund for the Department. In the event that the entity responsible for funding the detail has not paid the Town, detail pay to employees will be paid out of this fund on the

scheduled payday for the pay period that the detail was performed.

## **ARTICLE 12**

### **TRAINING**

Employees shall be required by the Town to attend a minimum of 50% of the training sessions (75% for Lieutenants, Senior Fire Fighter and Safety Officer) and maintain compliance with all State training requirements. Each July, the Chief shall annually establish a maximum number of training sessions that will take place in a given fiscal year. In the event that these requirements mandate varying numbers or types of training classes, the more restrictive of the two shall apply. Employees who are so required shall be paid their regular hourly rate from the beginning of such session until dismissed. After one hour, payment is in fifteen (15) minute increments.

Notwithstanding the above, the following rules shall apply to training taking place outside the Town of Wenham:

1. Any such training, and its effect on the requirements established by the Wenham Fire Department, shall be subject to the approval of the Chief of the Fire Department or his/her designee.
2. Such training shall be compensated by the Town at the applicable regular hourly rate up to a maximum of 3 hours per Fire Fighter per year.
3. Call credit will be granted for State Firefighter Academy Firefighter I and II program (course and corresponding testing dates); and EMT initial course (course and corresponding testing dates).
4. Personnel attending the above classes noted will be granted call attendance credit for any and all emergency calls which come into the Wenham Fire Department during these classes. There will be no financial compensation given for these missed calls. Any individual who is being compensated financially by any other organization, public or private, is not eligible for attendance or pay credit during these courses. The request for attendance or pay credit must be approved in advance of any course. Specific date times and schedule of the approved courses must be submitted to the Chief in writing in advance.

## **ARTICLE 13**

### **CLEANING ALLOWANCE**

Each employee covered by this Agreement shall receive an annual uniform cleaning allowance of \$300.00. The Town will make every reasonable effort to process the payment of this allowance in the first payroll warrant in June of each year.

## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the specific provisions of this Agreement.

Step 1: An employee, or a representative of the Association, shall take up the grievance with the Chief within ten (10) calendar days of the date of the grievance or of the date the employee first knew or should have known of its occurrence. Such grievance shall be submitted in writing, and shall set forth a summary of the facts relied upon, the section of the Agreement allegedly being violated; the remedy sought, and shall be signed by the grieving employee. The Chief, or his designee, shall attempt to adjust the matter and shall respond to the employee and/or the Association's representative within ten (10) calendar days after the submission of the grievance to him in Step 1.

Step 2: If the grievance has not been settled in Step 1, it shall be presented in writing to the Town Administrator within ten (10) calendar days after the Chief's response is due or received, whichever is earlier. The Town Administrator, or his/her designated representative, shall meet with the Association within ten (10) calendar days from the time the grievance is presented to him/her, and shall answer the grievance in writing within ten (10) days of the meeting.

Step 3: If the grievance has not been settled in Step 2, it shall be presented to the Board of Selectmen within ten (10) calendar days after the Town Administrator's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Board of Selectmen, or its designated representative, shall meet with the Association within twenty (20) days from the time the grievance is presented to it, and the Board of Selectmen, or its designated representative, shall answer the grievance in writing within ten days from the meeting.

Step 4: If the grievance remains unresolved, either party may, within fifteen (15) calendar days after the reply of the Board of Selectmen, or its designee, is due or received, whichever is earlier, by written notice to the other, submit the grievance to arbitration. The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator's authority shall be limited to matters involving the interpretation and application of the specific provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of his/her authority, the decision of the arbitrator, to the extent permitted by law, shall be final and binding. The expenses of any such arbitration shall be shared equally by the Town and the Association.

No individual employee or group of employees shall have the right to require arbitration, that right being reserved to the Association and the Town exclusively.

Failure to present a grievance within or advance it in accordance with any of the time limits specified shall be deemed as a waiver of the grievance. Failure of the Town to reply at any step to a grievance within the time limits specified shall constitute a denial of the grievance entitling the grievant to advance to the next step.

The time limits contained herein may be extended by mutual agreement of the parties in writing.

Any matter which occurred or failed to occur prior to the signing of this Agreement shall not be grievable and/or arbitrable.

## **ARTICLE 15**

### **PROBATIONARY PERIOD - YEARLY APPOINTMENT**

1. Each new employee and each employee hired after a break in service shall be considered as a probationary employee until he/she shall have actually worked one year. Probationary employees may be disciplined, discharged or otherwise terminated in the sole discretion of the Town and such action shall not be subject to challenge. An authorized leave of absence shall not constitute a break in service but shall not count as time actually worked. This probationary period for new employees shall commence after successful completion of the Fire Academy.
2. Employees hired by the Town shall be considered hired for one (1) fiscal year term only. Similarly, reappointments shall be for only one fiscal year. The decision of the Town as to whether to reappoint the employee each fiscal year shall be in the sole discretion of the Town and the Town's decision thereon shall not be subject to challenge, except as hereinafter specifically provided. By June 15th of each year, employees will be notified whether they have been reappointed for the next fiscal year. The employment of these who are not reappointed shall terminate on June 30.
3. The Town shall make arrangements to have the Town Clerk attend a departmental drill so that newly appointed and re-appointed firefighters may be officially sworn in before July 1 of each year.
4. Disciplinary action taken against any employee by the Town upon expiration of his/her probationary period and prior to the expiration of his/her yearly appointment (first year & subsequent years) shall be subject to a just cause standard.

#### Examples:

1. Discharge or other disciplinary action taken within the probationary period: Not challengeable.
2. Employee not reappointed: Not challengeable, except as hereinafter specifically provided

3. Employee discharged (disciplinary) during-annual appointments but subsequent to probationary period just cause standard.

5. Exception to Non-Challengeable Annual Reappointment Rule

Employees who fulfill and who continue to fulfill the following terms and conditions as of May 31<sup>st</sup> and November 30<sup>th</sup> of any year ("measuring date") shall be reappointed the following fiscal year, except for good cause. Measuring date will be calculated on a bi-annual basis for the periods between June 1 to November 30 and December 1 to May 31, respectively.

The employee must have been actively employed as a member of the bargaining unit, as of the measuring date, for at least the two (2) years next preceding the measuring date, and the employee must, as of May 31<sup>st</sup> and November 30<sup>th</sup> of each year, have responded to a minimum of 10% (25% for Lieutenants, 15% for the Senior Fire Fighter and 15% for the Safety Officer) of all toned out calls in the six-month period preceding the measuring date. These response standards shall apply to all toned out calls for members of the medical response team and to all non-medical calls for all other members.

For purposes of this Article and Article 16, if a Lieutenant, Senior Fire Fighter or Safety Officer fails to achieve the applicable minimum response requirements; he/she shall be eligible to be reclassified as a call Fire Fighter, provided he/she has met the minimum response requirements for that position. Failure to meet six-month response standards within any six-month measuring period will result in a written warning, which will be cause for non-reappointment if response standards within any subsequent six-month measuring period over the proceeding three years after the written warning has been issued are not met.

Good cause as used in this Agreement shall include any ground which is not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the Town.

The non-reappointment of an employee by the Town upon the expiration of his yearly appointment shall not be considered discipline.

6. Sunset Clause

Either side shall have the right, upon thirty days written notice to terminate the above "exception" to the non-challengeable appointment rule. During the thirty day notice period, upon written request by either side, the parties shall meet to discuss the termination.

**ARTICLE 16**

**RESPONSE CREDIT RULES APPLICABLE TO BARGAINING UNIT EMPLOYEES  
IN THE CASE OF A WORK RELATED LONG-TERM INJURY LEAVE OF ABSENCE**

1. Rules Applicable to Article 14A and/or B Employees (hereinafter sometimes called "Good Cause Employees")

A good cause employee will be given "response credit" during an approved work related long-term injury leave of absence in the same percentage as his/her response percentage in the then current measuring year prior to going out on such approved leave.

The good cause employees total response percentage for the measuring year must be, 10% (25% for Lieutenants, 15% for Senior Fire Fighter, and 15% for Safety Officer) or greater to maintain his/her bargaining unit status in the next measuring year.

2. Rules Applicable to Bargaining Unit Employees Other Than Article 14A and/or B Employees (Employees Subject to Non Challengeable Annual Reappointment Rule)

A bargaining unit employee subject to the non-challengeable annual reappointment rule will be given "Response Credit" (without compensation) during his/her approved work and non-work related long-term injury leave of absence in the same percentage as his/her response percentage in the then current measuring year prior to going out on such approved leave provided, however, the maximum response credit so granted shall be 10% (25% for lieutenants). Such an employee's total response percentage for the measuring year must be 10% (25% for Lieutenants and 15% for Senior Fire Fighter and Safety Officer) to maintain bargaining unit status in the next measuring year.

3. The above response credit rules shall only be applicable for the purpose of determining bargaining unit status, good cause status, and eligibility for longevity and EMT pay, in the circumstances listed. The response credit rules are not applicable for any other purpose.

**ARTICLE 17**

**FITNESS TO RETURN TO WORK AFTER SERVICE CONNECTED  
SICKNESS, INJURY, OR DISABILITY**

An employee absent from duty on account of sickness, or injury, or disability incurred in the performance of his / her duty shall be required to be examined and approved for return to work by the Town's physician.

It is understood that "sickness" as used herein means sickness incurred in the line of duty.

**ARTICLE 18  
LONGEVITY**

Eligible employees shall be entitled to longevity compensation, subject to the terms and conditions hereinafter provided. The Town will also make every reasonable effort to process the payment of this compensation in the first payroll warrant of June of each year.

1. Years of Continuous Service – Amount of Longevity Compensation

- |  |       |
|--|-------|
| • Five or more years of continuous service but less than ten           | \$50  |
| • Ten or more years of continuous service but less than fifteen        | \$100 |
| • Fifteen or more years of continuous service but less than twenty     | \$150 |
| • Twenty or more years of continuous service but less than twenty-five | \$200 |
| • Twenty-five or more years of continuous service                      | \$275 |

2. Eligibility Requirements

Eligibility shall be determined as of May 31st for the fiscal year in question. The Town will make every effort to process the payment of this allowance in the first payroll warrant in June of each year.

The following rule of eligibility shall apply only to employees in the bargaining unit as of January 1, 1999: In determining their "years of continuous service" for longevity purposes as of January 1, 1999, the Town shall utilize their year of appointment as a Call Fire fighter. In determining their future years of continuous service, the above rules shall apply.

## **ARTICLE 19**

### **CALL IN COMPENSATION**

Employees who respond and who are authorized to respond, for pay purposes, to a fire, medical or other authorized emergency between the hours of 7:00 a.m. to 10:00 p.m. shall be entitled to a minimum of one hours pay at their regular hourly rate of pay. Employees who respond and who are authorized to respond, for pay purposes, to a fire, medical, or other authorized emergency between the hours of 10:00 p.m. to 7:00 a.m. shall be entitled to a minimum of three hours of pay at their regular hourly rate of pay. After one and three hours respectively, payment is in fifteen (15) minute increments. Employees that are released before a call is closed out, and subsequently respond, with authorization for pay purposes, to an additional incident that is toned while the previous call is still active will not receive any additional minimum hours of pay. They will be paid in fifteen (15) minute increments for the entirety of the new call. Employees assigned to providing an EMS transport to a medical call shall receive 1 hour of pay in addition to that authorized above. Although the Department's standard protocol is for two (2) firefighters to conduct EMS transport on any given call, any additional responding firefighters who provide said transport for extenuating circumstances shall be similarly compensated.

The above minimum call-in hours shall be paid at a rate of time and one-half for responses after 10:00 p.m. and before 7:00 a.m.. on the following days: New Year's Day, Martin Luther King Day, Washington's Birthday, Easter



Sunday, Patriot's Day, Memorial Day, July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, and December 25. They will be paid at double time from 7:00 a.m. to 10:00 p.m. on the holidays listed above.

Anything contained herein to the contrary notwithstanding, only call fire fighters who are designated as part of the medical response team are eligible for call in pay for medical calls.

## **ARTICLE 20**

### **PHYSICAL EXAMINATIONS**

All new employees, including those who have been absent from the employ of the Town for six months or more and are returning thereto, shall take a physical examination prior to commencing employment.

Such examination will be at the Town's expense according to a standard established by the Selectmen to whom the results shall be rendered in writing. Such examination shall be by a physician chosen by the Town unless the Selectmen agree in advance in a particular case to the choice of a different physician chosen by the prospective employee.

This policy shall apply to the members of the Association, except that fitness to return to work after service-connected sickness, injury or disability shall be governed by Article 16 of the Agreement.

## **ARTICLE 21**

### **MATERNITY LEAVE / PATERNITY LEAVE**

Members of the Association shall be granted Maternity or Paternity Leave in accordance with Massachusetts Maternity Leave Law (Mass G.L. c. 149. Section 105D).

## **ARTICLE 22**

### **BULLETIN BOARDS**

The Town shall permit the use of a Wenham Fire Department Bulletin Board located in the fire station for the posting of notices concerning Association business and activities.

## **ARTICLE 23**

### **EMPLOYEE FILES**

1. No material originating from the employer relating to an employee's conduct, service, character, or personality shall be placed in the personnel files unless the employee has had an opportunity to read said material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.

2. A member shall have the right to answer any material files and his/her answer shall be attached to the file copy.
3. A member shall have the right on request at reasonable times at the discretion of the Fire Chief to examine all material in his/her personnel file. A copy of such material shall be furnished to the employee at his/her request.
4. An employee may have information removed from his/her file by use of the grievance procedure provisions provided it is filed according to Article 14 on the grounds that information in his/her file is improper, incorrect or irrelevant to the employment relationship.

## **ARTICLE 24**

### **LIMITED RESPONSE / MANDATORY RESPONSE**

1. The Association acknowledges the Town's right to implement a system of response in the Department (in addition to that which currently exists) such that not all Department employees will be called in to respond to all calls.
2. The Association acknowledges the Town's right to implement a system of response in the Department that is mandatory.
3. The Town, in the event of any implementation under (Section 1 or 2 of this Article) shall advise the Association thereof, in writing, at least 14 days prior to such intended implementation. Upon request of the Association, in writing, to the Town Administrator within three days of the Association's receipt of notice by the Town, as aforementioned, the Town will meet with the Association to engage in "effects bargaining" with regard to any mandatory subject of bargaining put in issue on which it is required to bargain. In the event such "effects bargaining" is not completed, however, prior to the contemplated date of implementation, the Town has the right to implement the response involved, subject to fulfillment of the following:
  - A. The Town is available to meet with the Association at least twice prior to implementation.
  - B. The Town is prepared to meet with a mediator, at least once, prior to implementation.

## **ARTICLE 25**

### **UTILIZATION OF REGULAR FULL AND/OR PART-TIME EMPLOYEES SUBCONTRACTING**

Anything contained in this Agreement to the contrary notwithstanding, the Town has the right to utilize in conjunction with, or in place of, any or all of the call fire fighters, regular full and/or part-time employees of the Town, and / or the services of an independent Contractor, and/or the employees of other communities

(regionalization), or a combination thereof.

The Town, in the event of any such utilization, shall advise the Association thereof, in writing, at least 45 days prior to such intended use. Upon request by the Association, in writing to the Town Administrator within 7 days of the Association's receipt of notice from the Town as aforementioned, the Town will meet with the Association to engage in "effects" bargaining. In the event such "effects bargaining" is not completed, however, prior to the contemplated date of implementation, the Town has the right to implement such utilization subject to the fulfillment of the following:

- A. The Town is available to meet with the Association at least twice prior to the date of utilization.
- B. The Town is prepared to meet with a mediator, at least once, prior to the date of utilization.

## **ARTICLE 26**

### **MISCELLANEOUS**

1. The Town and the Association agree that they will not discriminate against any employee on the basis of race, color, sexual preference, religion, age, sex, or national origin, as provided by law.
2. Employees shall comply with all Fire Department rules and regulations, as amended from time to time, including those relating to conduct and work performance.
3. The Town has the right to utilize non bargaining unit call firefighters, including, without limitation, call fire fighters in management and/or supervisory positions.
4. Employees assigned to weekend coverage duty shall not receive "call" credit for such duty in the determination of bargaining unit status, i.e. no credit shall be given for such duty towards the response requirement. If during such duty, however, they are called out and respond to the call (no extra pay), they shall in such case, receive credit for such call in the determination of bargaining unit status.
5. A department-wide non-officer call fire fighter assignment list and an officer assignment list, based on the employees most recent date of appointment, shall be established for purposes of weekend coverage duty. Assignments to weekend coverage duty shall be made on a rotating basis from said respective lists. Employees who refuse weekend coverage duty assignments shall be charged for such time in implementing the rotation.
6. All employees who respond to a call must sign in and palm in (Biometrics System) at the station, except as follows:

The officer-in-charge, in his discretion, may release employees who have responded to the call and who are physically present at the call site, from the obligation of returning to the station to

sign in.

In the event an incident is recalled, employees who responded to the incident and who are otherwise entitled to pay and response credit must sign in and palm in (Biometrics System) at the station in a timely fashion in order to receive credit for the incident for pay and credit purposes. Timely, as used herein, shall mean within 15 minutes of the incident being recalled. The Town, upon notice to the Union, reserves the right to change the aforementioned amount of minutes constituting a timely response. The above 15 minute requirement can be waived by the OIC in the event of inclement weather.

7. All Employees covered by this Agreement shall, in lieu of social security, participate in the Commonwealth of Massachusetts deferred compensation plan, otherwise known as the "OBRA" plan.

## **ARTICLE 27**

### **EFFECT OF AGREEMENT**

This instrument constitutes the entire agreement of the Town and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

No provision of this Agreement shall be retroactive prior to the effective date of this Agreement unless otherwise specifically stated herein.

## **ARTICLE 28**

### **INVALIDATION**

Should any of the provisions of this Agreement be found to be invalid by any court of competent jurisdiction, all other provisions as may not be affected thereby shall remain in force and effect.

## **ARTICLE 29**

### **FUNDING**

Each year of this Agreement is subject to funding by Town Meeting. In the event the amount necessary to fully fund this Agreement is not so funded each year by Town Meeting, the parties shall meet to negotiate as if no Agreement for the balance of the term thereof had been reached.

## **ARTICLE 30**

### **NOTIFICATION OF INSURANCE COVERAGE**

For Town Insurance covering Fire Fighter Injury benefits:

1. The Association President will receive a copy of all revised Town insurance policy coverage descriptions within two weeks of receipt at Town Hall.
2. The Town will make reasonable efforts to inform the Association President within two weeks whenever the Town plans to implement changes to coverage.

Wenham Call Fire Fighter's Association

Town of Wenham

---

President

Date

---

Jack Wilhelm  
Selectman Chair

Date

---

Vice President

Date

---

John Clemenzi  
Selectman Vice-Chair

Date

---

Catherine Harrison  
Selectman Clerk

Date

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**NEW BUSINESS**

**H.**

**Possible Town Hall Schedule Modification**

*(5 minutes)*

- Draft Motion

# BOARD OF SELECTMEN MEETING

*June 18, 2019*

## DRAFT MOTION

### Proposed Modification to Town Hall Schedule

- Vote: I move to approve the proposed closure of Town Hall on Friday, July 5, 2019 with Town Hall employees using vacation time for or working the equivalent missed hours.

Seconded / Discussion/ Vote

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**NEW BUSINESS**

**I.**

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



**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**OLD BUSINESS**

**J.**

**Approval of Pleasant Pond Agreement Between the  
Towns of Hamilton and Wenham**

*(10 minutes)*

- Draft Motion
- Proposed Pleasant Pond Agreement between the Towns of Hamilton and Wenham from July 1, 2019 through June 30, 2024

**JW**

# **BOARD OF SELECTMEN MEETING**

*June 18, 2019*

## **DRAFT MOTION**

### **Proposed Pleasant Pond Agreement**

- Vote: I move to approve the proposed Intermunicipal Agreement between the Town of Wenham and the Town of Hamilton for access and services in support of Pleasant Pond through June 30, 2024.

Seconded / Discussion/ Vote

## **AGREEMENT BETWEEN THE TOWNS OF HAMILTON AND WENHAM PLEASANT POND**

Agreement made as of \_\_\_\_\_, 2019, ("Effective Date") by and between the Town of Hamilton ("Hamilton") and the Town of Wenham ("Wenham") pursuant to G.L. c. 40, § 4A, to provide continued access to and services in support of facilities at Pleasant Pond.

WHEREAS, Wenham and Hamilton seek to continue to provide access to residents of both communities to the amenities located at Pleasant Pond; and

WHEREAS, the parties recognize that Wenham shall continue to manage the operational aspects of this facility; and

WHEREAS, the parties believe that this intermunicipal arrangement will memorialize the financial contributions of each community;

NOW, THEREFORE, the town of Wenham by and through its Board of Selectmen and the town of Hamilton by and through its Town Manager agree to the following:

### **OPERATIONS**

Wenham shall be considered to be the lead entity under this Agreement, responsible for determining adequate staffing levels and all personnel decisions, including hiring, firing, and discipline. All staff are Wenham employees. Wenham will staff the Pleasant Pond facility seven (7) days a week from the weekend after Memorial Day through Labor Day weekend from 10AM to 6PM with one (1) gatekeeper and one (1) lifeguard, weather dependent. Wenham will be responsible for ensuring that all lifeguards are adequately trained. Wenham will provide each lifeguard with a communication device so that emergency services may be called when needed.

Wenham shall continue to be responsible for maintaining the grounds of Pleasant Pond and for testing water quality on a weekly basis when the facility is in operation. In the event that water quality is degraded such that public health and safety suggests curtailment or suspension of activities, Wenham is responsible for notifying residents that access is prohibited until water quality is restored to acceptable levels.

Stickers may be purchased by residents of Wenham and Hamilton from the Wenham Police Department or Wenham Town Clerk's Office. Residents are currently charged \$25 for the first sticker and \$10 for each additional sticker. Wenham reserves the right to increase these fees at any time but shall provide at least thirty (30) days' written notice to Hamilton in advance of any such fee increase.

### **COST-SHARING**

A. Expenses. The parties will share the costs of consumable materials used to provide services and the costs incurred to staff the facility during the season, including training and

licenses. Durable goods and equipment, such as communication devices and Public Works equipment, shall be paid for solely by Wenham and remain solely Wenham property.

B. Estimated Budget. For budgeting purposes, by January 1 of each year, the Wenham Town Administrator will present the Hamilton Town Manager with an estimate of the cost for all work under this Agreement for the upcoming fiscal year and an estimate of the proportional share of Hamilton's contribution based on an average of the number of stickers sold to Hamilton residents over the previous three (3) years to the total number of stickers sold over the same time period.

C. Billing. Wenham will bill Hamilton for its proportionate share of the Estimated Budget each year in April for the upcoming operating season. Remittance shall be made within thirty days (30) of receipt of each statement.

Wenham shall maintain detailed records of all of the hours worked by Pleasant Pond staff and material, supply, and equipment costs. These records shall be made available for review by Hamilton upon request.

D. Reconciliation. After the end of each operating season, no later than October 1, Wenham will calculate the actual Expenses for all actual services performed after subtracting the revenue from the sale of stickers. The difference between the estimated and billed amounts and the actual net costs will be applied to the new fiscal year budget as a credit to the overpaying town by the Finance Directors as a reconciling item if it is calculated that a town has paid more than its proportionate share as set forth in Section C of this agreement. All financial accounts for the Pleasant Pond activities shall be audited as part of the regular annual audit of Wenham finances.

## **INDEMNIFICATION**

In the event that any claims, demands, suits, causes of action, costs, and expenses arise with respect to the services provided pursuant to this Agreement, and to the extent permitted by Massachusetts General Laws Chapter 258 and other applicable law, and in recognition that all operations are solely the responsibility of Wenham, Wenham shall indemnify, defend and hold harmless Hamilton from and against any such claims, demands, suits, causes of actions, costs and expends, including reasonable attorneys' fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of Wenham, or its agents, servants, or employees. By entering into this Agreement, neither of the parties has waived any governmental immunity or limitation of liability or damages which may be extended to them by operation of law. This Agreement is by and between Wenham and Hamilton and each states that this is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person. This Agreement is not intended to confer third party beneficiary status on any person.

## **AMENDMENT**

This Agreement may not be modified except as may be agreed to in writing and executed by both parties.

**TERM OF AGREEMENT**

This Agreement shall remain in effect through June 30, 2024. This Agreement may be canceled upon written notice provided by either party to the other at least five (5) months in advance of the commencement of the following fiscal year, with payment due for services provided through the end of the fiscal year in which notice is given, and with financial obligations after termination only to the extent set forth in this Agreement.

**TOWN OF HAMILTON BY:**  
**HAMILTON TOWN MANAGER**

\_\_\_\_\_

**DATE:** \_\_\_\_\_

**TOWN OF WENHAM BY:**  
**WENHAM BOARD OF SELECTMEN**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DATE:** \_\_\_\_\_

**BOARD OF SELECTMEN MEETING**

*June 18, 2019*

**OLD BUSINESS**

**K.**

**Review and Potential Approval of Chapter 61 Right  
of First Refusal Policy**

*(5 minutes)*

- Draft Motion
- Draft Town of Wenham Chapter 61 Right of First Refusal Policy
- Draft Town of Wenham Chapter 61 Intent to Sell Checklist

# **BOARD OF SELECTMEN MEETING**

*June 18, 2019*

## **DRAFT MOTION**

### **Chapter 61 Right of First Refusal Policy**

- Vote: I move to approve and adopt the proposed Chapter 61 Right of First Refusal Policy & Chapter 61 Intent to Sell Checklist as presented by the Open Space and Recreation Committee.

Seconded / Discussion/ Vote



**Town of Wenham  
Chapter 61 Right of First Refusal  
Policy**

**PURPOSE:** Massachusetts offers preferential tax treatment to those landowners who maintain their property as open space for the purposes of timber production, agriculture or recreation. A town containing so-called Chapter Lands forgoes tax revenue that would otherwise be generated by these lands. However, the Town obtains an opportunity to purchase Chapter Lands in the event that these lands are proposed to be sold for or converted to residential, industrial, or commercial uses.

The Town of Wenham encourages owners of open lands used for forestry, farming and recreation to enroll them in these preferential tax programs to help maintain these lands in their current uses. This policy statement is adopted by the Wenham Selectpersons to confirm and state the steps that Town staff, boards, and committees will take to support the Town's purchase option, including whether the Town should exercise or assign the Town's option.

The provisions of state law governing this process are found at M.G.L. Chapter 61, Section 8, Chapter 61A, Section 14, and Chapter 61B, Section 9 (each, a "Chapter Statute"). Chapter applies to forestland, Chapter 61A applies to agricultural and horticultural land (which may also include forestland), and Chapter 61B applies to recreational land (which may also include forestland). The statute should be consulted for the exact wording of requirements to be followed by all parties – this policy statement is a guide to the process, not a restatement of the statutory requirements for the process.

**A. Cases that activate the Town's Purchase Rights**

1. When the owner of all or part of a property classified under one of the Chapter Statutes proposes to convert or use the Chapter Land for residential, commercial or industrial use (any "Disqualifying Use") either while the land is classified under one of the Chapter Statutes or within one year after being taxed under Chapter 61. In the event of a conversion, the Town has an option to purchase the Chapter Lands at a price acceptable to the Town and the owner.
2. When the owner of all or part of a property classified under one of the Chapter Statutes proposes to sell the Chapter Land and the buyer will use the land for a Disqualifying Use, again while the land is classified under one of the Chapter Statutes or within one year after being taxed under Chapter 61. In the event of a sale, the Town has a right of first refusal to purchase the Chapter Land, that is, the Town has the right to purchase the land on the same terms and for the same price that is stated in the purchase and sale agreement between the owner and a third party. In essence, if the Town exercises its right of first refusal, the Town steps into the buyer's shoes.

Note that the Town does not have any purchase rights if land classified under one Chapter Statute is converted to another Chapter Statute classification or if the buyer does not intend to change the use of the Chapter Lands (and an affidavit is provided to the Assessor).



**Notice of Intent**

In accordance with the Chapter Statutes, the landowner must provide a "Notice of Intent" to sell or convert Chapter Land, by U.S. certified mail or hand-delivery, to the Town Administrator, the Board of Selectmen, Planning Board, Board of Assessors, Conservation Commission, and State Forester (c/o the Commissioner of the Department of Conservation and Recreation). It is the responsibility of the property owner to make sure that the Notice of Intent completely satisfies the statutory requirements, which include at a minimum:

1. A statement of intent to sell or convert,
2. A statement of proposed use of the land,
3. The location and acreage of land as shown on a map drawn at the scale of the Assessor's map,
4. The name, address and telephone number of the landowner, and/or attorney representing the landowner,
5. In the case of an intent to sell land for a Disqualifying Use, a certified copy of an executed purchase and sale agreement specifying the purchase price and all terms and conditions of the proposed sale, which is limited only to the property classified under a Chapter Statute, and must be a bona fide offer. To be a bona fide offer, the purchase and sale agreement may not be dependent upon potential changes to current zoning or conditions or contingencies relating to the potential for, or the potential extent of, subdivision of the property for residential use, or the potential for, or the potential extent of, development of the property for industrial or commercial use.
6. Any additional agreements or a statement of any additional consideration for any contiguous land under the same ownership, and not classified under a Chapter Statute, but sold or to be sold contemporaneously with the proposed sale.

In the event that the Notice of Intent does not include the materials that are required under the Chapter, the Town must notify the landowner of the deficiency in writing within 30-days from the date of the receipt of the Notice of Intent. It is critical for the Town to review the sufficiency of a Notice of Intent soon after receipt.

**B. The Town's Right of First Refusal**

As discussed more fully below, the Town has 120 days from the certified mailing date of a complete Notice of Intent, unless an extension of this deadline is received from both buyer and seller, to determine whether to purchase the Chapter Land. The Town's options are to:

1. Exercise its right of first refusal (matching a bona fide purchase offer), and record a Notice of Exercise at the Registry of Deeds and send the owner written notice of such exercise by certified mail and a purchase and sale agreement, all within the 120-day period, or
2. Assign its rights to a nonprofit conservation organization, or the Commonwealth or any of its political subdivisions, recorded at the Registry of Deeds within the 120-day period, or
3. Not to exercise its right of first refusal, either before or after the hearing, and notify the property owner that it does not intend to exercise its right of first refusal.
4. In the event that the Town does not respond to the landowner within the 120-day period, it is deemed that the Town has not exercised its right of first refusal.

### **C. Option to Purchase**

If the landowner intends to convert the use of the Chapter Land to a Disqualifying Use, the Town must take the following steps if it wishes to purchase the land:

1. Obtain an appraisal of the fair market value of the Chapter Land, at the Town's expense, and send the appraisal to the landowner within 30 days from the date of the Notice of Intent to convert.
2. In the event the landowner disagrees with the Town's appraisal, the owner must obtain a second appraisal, at the owner's cost, within 60 days from the date of the conversion Notice; alternatively, the owner may accept the Town's appraisal.
3. In the event that the Town disagrees with the owner's appraisal, the owner and the Town will select a mutually acceptable appraiser, who shall deliver the appraisal to the owner and the Town within 90 days from the date of the conversion Notice. The value of the Chapter Land as determined by the third appraiser is final. The owner has the right to revoke its Notice to convert at any time without recourse.
4. The Town has 120 days from the date on which the final price has been determined to decide whether to exercise its option to purchase the Chapter Land.

### **D. Procedure for Review of Notices and Evaluation of Properties: Roles of Town Staff and Boards**

#### Town Counsel

Town Counsel will review the Notice of Intent to make sure the Notice is proper and complete. If the Notice of Intent to sell or convert does not contain all of the material as described above, then Town Counsel will notify the Town Administrator, who will notify the landowner in writing, as soon as possible, but within 30 days of receipt, that the notice is insufficient. The 120-day period will begin only if and when the landowner sends in a Notice that complies with the requirements of the law listed above. Town Counsel will determine the final day of the 120 day period, and attempt to seek confirmation from the landowner or his/her representative regarding this date.

In the event of a sale, Town Counsel will review the purchase and sales agreement to determine whether the agreement constitutes a bona fide offer and does not include any contingencies that are prohibited under the Chapter Statutes (such as subdivision approval). Town Counsel will also review the purchase and sale agreement to determine if it offers a fixed purchase price. Town Counsel should consult with the Board of Selectmen and Town Administrator when the purchase and sale agreement contains contingencies which may or may not be able to be met and which may have the effect of delaying the deadline for the Town to act to purchase the property. Town Counsel or the Town should send written notice to the landowner if the purchase and sale agreement is deemed not to comply with Chapter 61 within 30 days from the receipt of the Notice of Intent.

#### Town Administrator

Upon receipt of notification, the Town Administrator will contact all relevant Town Departments to review the property and assess potential impacts to the Town's natural resources, zoning, master plan, open space plans and the potential impact on Town services. The Town Administrator may forward such notice to other relevant Town boards, commissions or committees, such as the Open Space and Recreation Committee, as appropriate. Additionally, the Town Administrator will notify appropriate Town Departments, Boards and Committees if the Notice of Intent is insufficient.

The Town Administrator will determine whether prior funds were authorized or appropriated for the purchase of the parcel, and inform the Board of Selectmen to his or her findings.

The Town or its assignees, during the 120 day period, has the right, at reasonable times and upon reasonable notice, to enter upon the land for the purpose of surveying and inspecting the land, including, but not limited to, soil testing for purposes of Title V and the taking of water samples.

**Comment [ECA1]:** If the property does not have a well, this implies that the town may drill a well to collect water samples which I expect would require disturbance and may warrant compensation.

In the case of intended or determined conversion not involving sale, the Town has the option to purchase the land at full and fair market value to be determined by an impartial appraisal performed by a certified appraiser hired at the expense of the Town or its assignee. The original appraisal is to be completed and delivered to the landowner within 30 days after the notice of conversion to the municipality. Upon agreement of a consideration, the Town then has 120 days to exercise its right of first refusal option. At any time in the process, the landowner may withdraw his or her notice to convert with no penalty, thus withdrawing the town's right of first refusal, but is not permitted to proceed with the conversion.

#### Boards, Committees and/or Commissions

Upon receipt of notification from the Town Administrator, the Chairs of relevant Boards, Committees and/or Commissions, will bring the Notice of Intent to the attention of their members. Any such Board, Department, or Commission will notify the Board of Selectmen, within 30 days of receiving the Notice, of their recommendation to the Selectpersons as to whether the property should be acquired by the Town.

The Open Space and Recreation Committee will review the parcel ranking generated using the OSRP Parcel Ranking Matrix, and recommend an action to the Board of Selectmen.

#### The Board of Selectmen

Following the receipt of the Notice of Intent the Board of Selectmen will:

- Schedule a meeting, preferably on the next Board agenda, when the Board of Selectmen will discuss the notice of intent and any comments from the appropriate Boards, Committees and Commissions on the purchase option. The Board of Selectmen may vote at any time during the 120-day period not to exercise the Town's purchase rights; a public hearing is not required for such purposes.
- Per the Chapter Statutes, if the Board of Selectmen is considering exercising or assigning the right of first refusal or its option to purchase, the Board must schedule a public hearing with proper notice in accordance with M.G.L. Chapter 30A, Sections 18-23, the Open Meeting Law, before making that decision. These options may be exercised only after a public hearing followed by written notice signed by the Board of Selectmen, mailed to the landowner by certified mail at such address as may be specified in the notice of intent. It is recommended that abutters within 500 feet of the land be notified of the public hearing.
- The Selectpersons may vote at the public hearing or at any later meeting, within the 120 day timeframe, to either: a) exercise the first refusal option or option to purchase, b) assign the Town's purchase rights to a qualified nonprofit conservation organization or agency or to the commonwealth or any of its political subdivisions, OR c) decline to exercise the first refusal option or option to purchase.
- If grant funds have not previously been secured or the Town has not appropriated funds for the purchase, such funds must be appropriated by vote of Town Meeting. If the funds have not previously been appropriated at an Annual Town Meeting, the Board of

Selectmen must hold a Special Town Meeting within the 120-day period.

#### **E. Exercise of the Town's Purchase Rights**

The Board of Selectmen must choose one of four courses of action:

1. Exercise of First Refusal Option: If the Board of Selectmen decides to exercise the Town's first refusal or option to purchase the land at or after a public hearing, it must:
  - Unless grant funds have previously been secured or Town funds authorized, schedule a Town Meeting for the purpose of appropriating funds to purchase the property and place an article on the warrant for this purpose and schedule an override vote (if necessary) for the purpose of authorizing expenditure of funds. It is recommended that Town Meeting appropriate the funds within the Town's 120-day period, unless an extension of this deadline is received from both buyer and seller.
  - Send the landowner by certified mail a notice of the Town's exercise of right of first refusal in accordance with the Chapter Statutes and include, with the notice, a purchase and sale agreement signed by the Town that, for a sale, is on the same terms and conditions that were set forth in the agreement between the owner and the buyer, or, in the event of a conversion, the Town's form of purchase and sale agreement, all within the 120-day period.
  - The closing is to occur within 90 days after the purchase and sale agreement is endorsed by the landowner and returned by certified mail to the Town, or upon expiration of any extended period the landowner has agreed to in writing, whichever is later.
  - Record at the Registry of Deeds, within the 120-day period, a Notice of Exercise signed by the Board of Selectmen, stating that the Board voted to exercise the right of first refusal or purchase option. The Notice should include the name of the owner of the land and a description of the premises which is adequate for identification.
  - As a courtesy, provide written notification of the Selectmen's vote to appropriate Town boards, commissions and committees.
  - Close on the property by the date set forth in the purchase and sale agreement.
2. Assignment of First Refusal Option: If a vote is taken to assign the Town's purchase rights to a qualified nonprofit conservation organization or to the Commonwealth or any of its political subdivisions after a public hearing, the following steps must be completed:
  - The nonprofit must use a "major portion of the property", meaning at least 70% of the property, for any Chapter Lands purposes, but may be permitted to undertake a limited development on the balance (provided it is not larger than the area proposed to be developed by the buyer, in the event of a right of first refusal); the Board of Selectmen may place conditions on this use, for example the number of lots in the limited development can be specified, and all land other than that which may be developed is to be bound by a permanent deed restriction that meets the requirements of MGL Chapter 184.
  - The Town must notify the landowner by certified mail in accordance with the Chapter Statutes to the address specified in the landowners' Notice of Intent, of the Town's assignment of its option to a nonprofit conservation organization, stating the name and address of nonprofit organization and the terms and conditions of the assignment, within

the 120-day period.

- The Town also must cause to be recorded at the Registry of Deeds, within said 120-day period, a notice of the Board of Selectmen's vote, to include the name of the owner of the land and a description of the premises which is adequate for identification, the name and address of the organization or agency of the Commonwealth which will exercise this option and the terms and conditions of the assignment. The Assignee must exercise its purchase rights, inform the landowner of the exercise, and record a Notice of Exercise, all within the 120-day period
- As a courtesy, the Town should provide written notification to appropriate Town boards, commissions and committees of their vote.

3. Non-Exercise of First Refusal Option: If the Town decides not to exercise its purchase rights or its right to assign such rights, the Board of Selectmen will:

- Prepare and send the owner by certified mail a notice of non-exercise in accordance with the Chapter Statutes.
- Execute a recordable Notice of Non-Exercise signed by the Board of Selectmen, which contains the name of the record owner of the land and a description of the premises which is adequate for identification purposes. Any waiver of the Town's rights should specify the particular terms of the purchase, including the purchase price (for a right of first refusal), so that if the sale to the third-party buyer does not occur and a new deal is negotiated, the Town's 120-day clock will begin anew. The Notice of Non-Exercise may be recorded by the landowner or buyer.
- As a courtesy, provide written notification to appropriate Town boards, commissions and committees of the Selectpersons' vote.

4. Failure to Act: If the Town does not act within the required 120 day period (and any extensions thereof), the Town will be deemed to have failed to exercise its right of first refusal or option to purchase. Note: If the Town acts but does not record the Notice of Exercise or the Notice of Assignment within the 120-day period, the Town's option terminates and the landowner is free to convert the use of the Chapter Land or to sell said land, but only upon the original terms spelled out in the purchase and sale agreement that accompanied the owner's original Notice of Intent to sell.

This procedure is adopted solely for the purposes of coordinating local review and may be amended or waived as the Board of Selectmen deems expedient. Failure to adhere to these policies and procedures shall not affect any rights that the Town has under the Chapter Statutes.

Policy Adopted \_\_\_\_\_

Board of Selectmen Members

\_\_\_\_\_

copies to:

Planning Board  
Board of Assessors  
Conservation Commission  
Town Clerk

### **Town of Wenham: Chapter 61 Intent to Sell Checklist**

Received From: \_\_\_\_\_  
(Landowner and/or Specified Attorney)

Notice Received: \_\_\_\_\_  
(Date)

Land Specified: \_\_\_\_\_  
(Address)

Start of the 120 Day Period: \_\_\_\_\_  
(Date)

#### **Required Materials Supplied by Landowner to Town:**

- ☐ Statement of Intent to Sell
- ☐ Statement of Proposed use of Land
- ☐ Map of Location and acreage of Land (Assessor Scale)
- ☐ Name, Address & Telephone number of Landowner and Attorney, if any
- ☐ Certified Copy of Executed Purchase and Sale Agreement, specifying: **Purchase price and all terms and conditions, which shall be a Bona Fide Offer**
- ☐ Notice sent Certified Mail or Hand-Delivered to:
  - **Board of Selectmen**
  - **Board of Assessors**
  - **Planning Board**
  - **Conservation Commission**
  - **State Forester (Dept. of Conservation and Recreation)**

#### **Once the Notice of Intent to Sell is received:**

- ☐ Town Administrator sends the Notice of Intent to Town Counsel to review and ensure that the Notice of Intent is complete  
Complete \_\_\_\_\_ Incomplete \_\_\_\_\_
- ☐ If incomplete, Town Administrator sends written notice of such to Landowner and/or Specified Attorney within 30 days of receipt.
- ☐ Town Administrator sends copy of Notice to all appropriate Town Departments, Boards, Committees & Commissions.
- ☐ The Board of Selectmen places the Notice on next meeting agenda to discuss their possible actions.
- ☐ If considering exercising or assigning first refusal option to purchase, the Board of Selectmen schedules public hearing to discuss their possible actions.
  - o The Board of Selectmen Office sends abutter notifications (at minimum within 500ft)  
Date abutter notifications were sent: \_\_\_\_\_  
Date of Board of Selectmen Meeting(s): \_\_\_\_\_
- ☐ The Town Administrator shall check if prior funds were authorized or appropriated for such purchases.
  - o Authorized or Appropriated Date of Authorization or Appropriation: \_\_\_\_\_
  - o Unauthorized
- ☐ If unauthorized, Board of Selectmen schedule a Special Town Meeting within the 120-day period to authorize and/or appropriate funding should Board of Selectmen wish to purchase:  
Date of Special Town Meeting: \_\_\_\_\_
- ☐ The Board of Selectmen takes a formal vote within 120 days to either: Exercise, Waive, or Assign to Qualified Non-Profit its right of first refusal  
Date and Action of the Board: \_\_\_\_\_
- ☐ Town sends the landowner by certified mail a notice of the Town's exercise of the right of first refusal and a purchase and sale agreement (on the same terms and price as set forth in agreement between landowner and buyer) in accordance with MGL Ch. 61§ 8, 61A§ 14, and 61B§ 9 within the 120-day period.
- ☐ Record at the Registry of Deeds a Notice of Exercise of right of first refusal which is signed by the Board of Selectmen and recorded within the 120-day period.
- ☐ Town closes on purchase within timeframe specified under Chapter 61 and the Purchase & Sale Agreement.

**Comment [A1]:** Note that the Board is not required to send notice to abutters, but the Open Space Committee recommends doing so.