



Town of Wenham
BOARD OF SELECTMEN

AGENDA

Tuesday October 9th

6:30 PM

Wenham Town Hall – 138 Main Street

Notice of public meeting as required by M.G.L. Chpt.30 §18-28

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

6:30 P.M.

WELCOME: Call to order

PUBLIC INPUT: ITEMS NOT ON THE AGENDA

ANNOUNCEMENTS

JC

1. Fire Department Open House – Wednesday October 10 at 5:30PM
2. Enon 1 Ribbon Cutting Ceremony – Saturday October 13 at 10:00AM
3. Hamilton-Wenham Cultural Council Grant Applications Due Monday October 15
4. Council on Aging Age Friendly Needs Assessment Presentation – Tuesday October 16 at 3:00PM
5. Fall 2018 BOH Flu Clinics

6:40 P.M.

REPORTS

TOWN ADMINISTRATOR – Update

CHAIRMAN

SELECTMEN

6:50 P.M.

CONSENT AGENDA

CH

A. Appointments:

- Council on Aging Board – Francois E. Wilhelm; Dorothy A. Goudie

B. Approval of Minutes

- Open Session: September 18, 2018
- Executive Session: September 11, 2018 (1); September 11, 2018 (2)

C. Acceptance of Al Dodge Memorial Tree Planting Fund Donation (\$5000)

6:55 P.M.

NEW BUSINESS

D. Approval of Warrant for State Election – Dianne Bucco, Town Clerk (10 minutes)

JC

E. Proposed Moratorium on New Natural Gas Services by National Grid – Keith Rice and Jeff Hamel from United Steelworkers 12012-04 (10 minutes)

CH

F. Review and Potential Approval of Amendment(s) to Open Space and Recreation Committee Charge (10 minutes)

JC

G. Review and Potential Approval of Proposed Minor Modifications to Shared Inspectional Services Intermunicipal Agreement with Hamilton (5 minutes)

CH

H. Review of Intermunicipal Agreement with City of Lawrence for Transfer of Old Buker School Playground Equipment (5 minutes)

JC

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

CH

7:35 P.M.

OLD BUSINESS

J. Discussion of Updated Employee Handbook & Review of New Proposed Personnel Policies (15 minutes)

CH

7:50 P.M.

ANTICIPATED ADJOURNMENT

ANNOUNCEMENTS – BOARD OF SELECTMEN MEETING – *October 9, 2018*

John Clemenzi

1. Fire Department Open House - Wednesday, October 10th

In honor of National Fire Prevention Week, everyone is invited to join Sparky the Fire Dog at the Wenham Fire Department on Wednesday, October 10th at 5:30pm for their annual Open House featuring free Papa Gino's pizza and Cherry Farm ice cream! Learn fire safety tips, meet firefighters and see all the fire trucks up close. The Fire Department wishes to remind all residents to change your smoke detector batteries.

2. Enon #1 Ribbon Cutting Ceremony - October 13th

Join the Wenham Fire Department, Board of Selectmen and Community Preservation Committee in celebrating the return of Enon #1, Wenham's Historic Fire Pumper, to its new home behind Town Hall. In honor of National Fire Prevention Week, a Ribbon Cutting Ceremony will be held Saturday, October 13th at 10:00am. We hope to see you there.

3. Hamilton-Wenham Cultural Council Grant Applications Due Oct. 15th

The Hamilton-Wenham Cultural Council has set an Oct. 15 deadline for organizations, schools and individuals to apply for grants that support cultural activities in the community. The application process takes place online, at massculturalcouncil.org.

These grants can support a variety of artistic projects and activities in Hamilton and Wenham, including exhibits, festivals, field trips, short-term artist residencies or performances in schools, workshops and lectures. Proposals are for programs taking place from July 1, 2018, through Dec. 1, 2019. The Hamilton-Wenham Cultural Council will distribute about \$9,400 in grants for programs taking place in 2019.

4. Fall 2018 BOH Flu Vaccine Clinics

The Hamilton & Wenham Boards of Health are offering 2 additional opportunities to get your flu shot this fall. Our Wenham clinic will be held at Buker Elementary School on Wednesday, October 17th from 4:00 – 7:00pm. The final clinic will be held Friday, November 30th from 3:00 – 6:00pm at the Hamilton Senior Center.

Flu Vaccine Clinics are opened to anyone age 4 and older. The vaccine is free to everyone. Bring your insurance cards for potential reimbursement. Wear short or loose fitting sleeves. Call the Wenham Board of Health with questions at 978-468-5520 x4.

5. COA Age Friendly Needs Assessment Presentation

Please join us on Tuesday, October 16 at 3pm at the Wenham Museum for a presentation by the consultants from the UMass Boston Gerontology Institute who have been working with Town officials, residents, and key stakeholders to complete a needs assessment of our senior population.



Join Us
at the
Wenham Fire Station
for an

Open House
Wednesday, October 10th
5:30 - 7:30 p.m.

Pizza from Papa Gino's and ice cream
from Cherry Farm Creamery will be served
free of charge.



*Learn Fire Safety Tips...Meet firefighters
& Sparky the fire dog...See the fire trucks*

Fire Prevention Week
October 7 through October 13, 2018

**Change your smoke detector batteries when you change your clock! **



Join the Wenham Fire Department, Board of Selectmen and Community Preservation Committee in celebrating the return of

Enon #1

Wenham's Historic Fire Pumper to its new home behind Town Hall.

In honor of National Fire Prevention Week, a Ribbon Cutting Ceremony will be held:

**Saturday
October 13th
at 10:00am**



Photo Courtesy: Wenham Museum

Enon #1, was purchased in 1849, from Edward Lesley in Newburyport, at the cost of \$900 and remained in use until 1915.

Enon #1 had a crew of men to manually operate the pump. Along with the pump, there was a reel of hose that was mounted on a two-wheel axle. Both pieces were pulled by the pumping crew to the fire site.

In 1969, Fire Department members built the original display structure for Enon #1 which allowed people to view the classic pump.

On October 24, 2006, the Fire Department removed the structure to make room for the new Police Station.

Enon #1 was stored at the American Hand Fire Engine Society in Newbury until it returned to Wenham on September 22, 2018.

It is believed that Enon #1 is the oldest, unrestored "hand tub" still in existence.



Hamilton-Wenham Cultural Council

Grant Application Deadline October 15th

The Hamilton-Wenham Cultural Council has set an Oct. 15 deadline for organizations, schools and individuals to apply for grants that support cultural activities in the community.

The application process takes place online, at massculturalcouncil.org. These grants can support a variety of artistic projects and activities in Hamilton and Wenham, including exhibits, festivals, field trips, short-term artist residencies or performances in schools, workshops and lectures. Proposals are for programs taking place from July 1, 2018, through Dec. 1, 2019.

The HW Cultural Council is part of a network of 329 local cultural councils serving all 351 cities and towns in the Commonwealth. The LCC Program is the largest grassroots cultural funding network in the nation, supporting thousands of community-based projects in the arts, sciences and humanities every year. The state legislature provides an annual appropriation to the Massachusetts Cultural Council, a state agency, which then allocates funds to each community. The HW Cultural Council will distribute about \$9,400 in grants for programs taking place in 2019.

Previously funded projects include programs for all ages at the HW Library, music and drama support in the public schools and the League of Women Voter's Civics Bee.

For information: mass-culture.org/Hamilton-Wenham.



You are invited to participate in the Wenham Connects Age-Friendly survey!

The survey is available at Wenham Town Hall, Wenham Council on Aging, Hamilton-Wenham Public Library, or online at wenhamma.gov. For questions or to have a survey delivered to you, please contact Jen at 978-468-5529.

Please return the survey no later than October 15th.

Making Wenham more age and dementia friendly is as easy as...

- 1** Complete your survey, **available September 5th**
- 2** Hear UMass Gerontology present their findings on Wenham age-friendly needs assessment on **October 16th, from 3:00- 4:30pm** in Burnham Hall at the Wenham Museum
- 3** Attend the age-friendly film screening on **November 1st from 2:00-4:00pm** at Wenham Museum, Burnham Hall

Wenham Connects is an initiative committed to creating an inclusive and accessible environment for all. Your participation plays a key role in helping us to understand how Wenham can build a more livable community.

We want to hear from you. Thank you for contributing your ideas.

Two Remaining Flu Vaccine Clinics



Sponsored by the Hamilton & Wenham Board of Health

**October 17th from 4:00 p.m. to 7:00 p.m.
Wenham Buker Elementary School - 1 School Street**

**November 30th from 3:00 p.m. to 6:00 p.m.
Hamilton Senior Center - 299 Bay Road**

- **Clinics are opened to 4 years of age and older**
- **Vaccine is free to everyone**
- **Please bring insurance cards**
- **Wear short sleeves or loose fitting sleeves**

For Questions Contact:

**Hamilton Board of Health 978-468-5579
or
Wenham Board of Health 978-468-5520 x4**

BOARD OF SELECTMEN MEETING

October 9, 2018

REPORTS

- TOWN ADMINISTRATOR – Update
- CHAIRMAN
- SELECTMEN



Town of Wenham

Selectmen / Town Administrator

TEL 978-468-5520

FAX 978-468-8014

MEMORANDUM

TO: Board of Selectmen
FROM: Peter Lombardi, Town Administrator
RE: Town Administrator's Report
DATE: October 9, 2018

Personnel

We have hired Christine Doane, a Wenham resident, to fill the Finance Assistant and Payroll Coordinator position. Christine has experience in both payroll and accounts payable and is set to begin work on October 22nd.

Consistent with our commitment to become more age friendly as an organization and as a community, the Massachusetts Alzheimer's Association is conducting a training session for all Town staff at the end of October to help us better serve residents with dementia.

Wreaths Across America

As part of the Town's inaugural participation in the Wreaths Across America program this year, we are looking for residents to sponsor wreaths that will be placed on veterans graves at the Main Street Cemetery on December 15. At a cost of \$15/wreath, we are hoping to honor all of the approximately 450 Wenham veterans buried at this location. Sponsorship forms and more details about this program are available on the Town website or by contacting our regional Veterans Service Officer, Karen Tyler, at Ipswich Town Hall.

BOARD OF SELECTMEN MEETING

October 9, 2018

CONSENT AGENDA

Draft Motion:

I move to approve items A, B and C in the Consent Agenda as presented, with the first set of Executive Session meeting minutes from September 11 to be held until further notice.

BOARD OF SELECTMEN MEETING

October 9, 2018

CONSENT AGENDA

A.

Appointments

- Council on Aging Board: Francois E. Wilhelm & Dorothy A. Goudie
 - Memo Recommendation from Jim Reynolds, Council on Aging Director, October 1, 2018
 - Letter of Interest from Francois Wilhelm, September 6, 2018
 - Letter of Interest from Dorothy Goudie, September 20, 2018

BOARD OF SELECTMEN MEETING

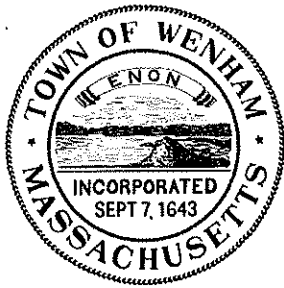
October 9, 2018

DRAFT MOTION

Council on Aging Appointments

- Vote: I move to appoint Francois E. Wilhelm and Dorothy A. Goudie to the Council on Aging for (3) year terms beginning October 9, 2018 and ending June 30, 2021.

Seconded / Discussion/ Vote



Town of Wenham

Council on Aging
10 School Street
Wenham, MA 01984

MEMORANDUM

TO: Peter Lombardi, Town Administrator
FROM: James Reynolds, COA Director, ADA and Outreach Coordinator
CC: **BOS Chairman, Jack Wilhelm, Catherine Harrison, John Clemenzi**
RE: New COA Board members and appointments
DATE: October 1, 2018

Dear Peter,

The Council on Aging Board met on September 27, 2018 and unanimously agreed to recommend Dorothy Goudie and Francois Wilhelm for appointment to the COA Board. The COA Board will be thrilled to have these new members to add to our leadership team during this time of growing need at the Council on Aging.

The COA Board additionally appointed Elizabeth "Buffy" Colt as Chairperson, Regina Baker as Vice Chairperson and Stephanie Marks agreed to remain in her role as COA Board Secretary.

Many thanks for your support.

Regards,

James R. Reynolds
COA, Director

Nicole Roebuck

From: Catherine Harrison
Sent: Thursday, September 20, 2018 3:13 PM
To: Nicole Roebuck
Subject: Fwd: COA Board.

Begin forwarded message:

From: Dorothy Goudie <goudiefamily@comcast.net>
Date: September 20, 2018 at 2:50:43 PM EDT
To: <charrison@wenhamma.gov>, <jwilhelm@wenhamma.gov>, <jclemenzi@wenhamma.gov>
Cc: <plombardi@wenhamma.gov>
Subject: COA Board.

Good afternoon,

I am interested in becoming a board member of the Council on Aging. As a long term resident of Wenham I have volunteered in many different areas of the community and would like to be more involved in senior life. It would be an honor to join the Board and support their efforts to improve the lives of seniors in our town.

Sincerely, Dorothy Goudie

Nicole Roebuck

From: Catherine Harrison
Sent: Thursday, September 06, 2018 3:12 PM
To: Peter Lombardi
Cc: Nicole Roebuck
Subject: Fwd: Membership in the Board of the Council of Aging in Wenham

Interesting!

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: <wilhelmfrancois@gmail.com>
Subject: Membership in the Board of the Council of Aging in Wenham
Date: September 6, 2018 at 2:41:52 PM EDT
To: <charrison@wenhamma.gov>, <jwilhelm@wenhamma.gov>, <iclemenzi@wenhamma.gov>
Cc: <jreynolds@wenhamma.gov>, <JFlynn@wenhamma.gov>, 'Francois Wilhelm'
<wilhelmfrancois@gmail.com>

To whom it may concern:

I am interested in becoming a board member of the Council on Aging in Wenham.
My wife and I have five children and three grandchildren and have settled in Wenham last month for hopefully many years to come.
We are both physicians and consult from home in clinical research for oncology/hematology projects in the Biotech/Pharma industry.

As a resident of the Town of Wenham, I would be happy to get involved in the Community.
As a physician, I could provide medical presentations on any topic proposed by seniors of the town. Back in Princeton, where I lived with my wife, I did some volunteering in Meals on Wheels program, the Hospice program and also was teaching Biology in prison. These activities have provided me with a better appreciation of the needs of elderly people who are very often so lonely. I would be happy to continue to serve them and believe that my local involvement and collaboration in the activities of the Council of Aging in Wenham would provide me with this opportunity and also help my wife and myself to start our integration in the community.

So I would be honored to be considered for membership in the Board of the Council of Aging in Wenham.

Very Sincerely,

Francois

Francois E Wilhelm, MD, PhD

6 Charles Davis Drive
Wenham, MA 01984
609 6130968

BOARD OF SELECTMEN MEETING

October 9, 2018

CONSENT AGENDA
B.
Meeting Minutes

Open Session:

September 18, 2018

Executive Session:

September 11, 2018 (1)

September 11, 2018 (2)

BOARD OF SELECTMEN MEETING

October 9, 2018

MINUTES DRAFT MOTION

- Vote: I move to **approve** the Board of Selectmen Open Session meeting minutes of:

September 18, 2018

- Vote: I move to **approve and release** the Board of Selectmen Executive Session meeting minutes of:

September 11, 2018 (1)

- Vote: I move to **approve and hold** the Board of Selectmen Executive Session meeting minutes of:

September 11, 2018 (2)

Seconded / Discussion/ Vote

TOWN OF WENHAM
Board of Selectmen
Meeting of September 18, 2018
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 September 18, 2018 at 5:30 pm in the Selectmen Chambers.

Welcome & Call to Order

With a quorum present, Ms. Harrison called the BOS meeting to order at 5:35 pm

Selectmen present: Catherine Harrison, Chair (2020); Jack Wilhelm, Clerk (2019)

Not Present: John Clemenzi, Vice Chair (2021)

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

Public Information

- Meeting packet

Executive Session – Finance Director & Treasurer/Collector

Vote: Ms. Harrison moved to enter into Executive Session under M.G.L. Ch. 30A, § 21 (2) to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel Finance Director & Treasurer/Collector and to return to open session. The motion carried unanimously by roll call vote.

The BOS returned to open session at 5:48 pm

Also present, not participating: Patricia Moore Finance Director/ Treasurer-Collector position (pending appointment)

Public Information

- Recorded with permission by HWCAM
- Meeting Packet

Public Input – there was none.

New Business

Modified Compensation & Classification Schedule for Non-Union Employees: Finance Director / Treasurer/Collector

- Proposed Compensation and Classification Schedule for Town of Wenham Non-Union Employees, Effective September 18, 2018 (FY19)

Mr. Lombardi proposed to add the new shared Building Inspector as a Grade 7 and to reclassify the Finance Director/ Treasurer – Collector position as a Grade 3. Mr. Lombardi referenced the Finance Director's job function and job responsibilities that determine the grade and recommended this position be changed from a grade 4 to a grade 3 with a salary range of \$87,000 up to \$109,000.

Vote: Ms. Harrison moved to the adopt the updated Compensation and Classification System for Town of Wenham Non-Union Employees, including the addition of the Inspector of Buildings at Grade 7 and reclassifying the Finance Director / Treasurer/Collector as Grade 3. The motion carried unanimously.

Vote: Ms. Harrison moved to the adopt the updated Compensation and Classification System for Town of Wenham Non-Union Employees, including the addition of the Inspector of Buildings at grade 7 and reclassifying the Finance Director / Treasurer/Collector as grade 3. The motion carried unanimously.

Ms. Harrison suggested the Compensation and Classification System be updated every three years to keep current with the market rate.

Appointments

- Community Preservation Committee: Tom Starr & Natalie Bowers

Vote: Ms. Harrison moved to appoint Thomas Starr & Natalie Bowers to the Community Preservation Committee for (2) year terms, at-large, beginning on September 18, 2018 and ending on June 30, 2020. The motion carried unanimously.

Mr. Lombardi was asked to confirm appointment terms of the boards/ committees.

- Finance Director & Treasurer/Collector: Patricia Moore

Ms. Harrison reviewed that the negotiation of the employment agreement with Ms. Moore was the topic of the executive session. With the terms of the agreement confirmed, the vote must take place in open session.

Vote: I move to approve an employment agreement with Patricia Moore to serve as the Town's Finance Director and Treasurer/Collector for a 3-year term commencing September 21, 2018, an initial probationary period through June 30, 2019, and at an annual salary of \$95,000 for FY19; and further to appoint Patricia Moore as Finance Director / Treasurer/Collector for a term beginning November 1, 2018 and ending June 30, 2019. The motion was seconded with enthusiasm and gratitude and carried unanimously.

Brief Overview of Emergency Management Preparedness for Severe Weather Events

- Memo from P. Lombardi re Brief Overview of Emergency Management Preparedness for Severe Weather Events
September 18, 2019

Mr. Wilhelm referenced the Memo from the Town Administrator regarding the Town's Emergency Management Preparedness for Severe Weather Events which read in part:

Our Police and Fire Departments have traditionally taken the lead on Emergency Management, as is the case in most municipalities. When extreme weather is forecast for our area, we convene our Public Safety Leadership Team (Police, Fire, DPW, and Water) several days in advance to review staffing plans and prepare our approach. During the storm, we are in constant communication as events unfold. Depending on the severity of the storm, we sometimes reconvene the Team to ensure our coordination is optimal and everyone is on the same page. Given the size of our organization and the community, this approach has served us well over the years.

Mr. Wilhelm also noted that the fire department has a portable generator to be used during an emergency.

The Town has identified that a hardwired generator at Bessie Buker School had an estimated cost of \$40,000 to back up the IT system and emergency power. This will continue to be discussed. In his memo, Mr. Lombardi recommended a presentation on this topic at a BOS meeting in the next few months and to include Fire/Police/Hoard of Health.

It was noted that the HW Regional High School also serves as a shelter and has a hard-wired generator.

The BOS were posted to meet jointly with the Finance Committee for a Presentation on FY20 budget forecast.

Ms. Harrison attended this presentation at 6:30 pm.

The Board of Selectmen adjourned at 6:20 pm.

Mr. Wilhelm left the meeting.

Respectfully Submitted By
Catherine Tinsley
9.24.18

BOARD OF SELECTMEN MEETING

October 9, 2018

CONSENT AGENDA

C.

**Acceptance of Al Dodge Memorial
Tree Planting Fund Donation**

- Gift and Donation Acceptance Form from the Dodge Family
- Letter from Albert Win Dodge, September 9, 2018

BOARD OF SELECTMEN MEETING

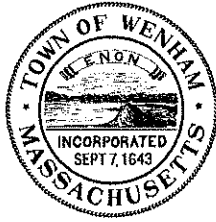
October 9, 2018

DRAFT MOTION

Gift Acceptance: \$5,000 for Albert W. Dodge Tree Fund

- Vote: I move the Board of Selectmen accept a gift of \$5,000, presented on behalf of the Dodge Family, to be used for the establishment of the Al Dodge Memorial Tree Planting Fund.

Seconded / Discussion/ Vote



**TOWN OF WENHAM
GIFT/DONATION ACCEPTANCE FORM**

TO: Town Administrator

CC: Town Accountant

FROM: Albert Win Dodge
Name of Officer, Department, Board or Committee

The above officer, department, board or committee has requested acceptance of the following gift pursuant to Massachusetts General Laws, Chapter 44, Section 53A and further requests that the Board of Selectmen authorize the expenditure of funds for the stated purpose.

<u>The Dodge Family</u>	<u>\$5,000</u>
Name of Party Offering Gift	Amount of the Gift

Establishment of Al Dodge Memorial Tree Planting Fund
Purpose for which Gift has been Offered

To supplement Town funds for annual tree planting
Purpose for which Gift will be Expended

☒ Letter Accompanying Gift Attached

APPROVAL OF RECEIPT AND EXPENDITURE OF GIFT BY THE BOARD OF SELECTMEN

At a meeting of the Board of Selectmen on October 9, 2018, the Board of Selectmen voted to authorize the acceptance and any future expenditure of these gift/donation funds for the purpose described above.

Albert Win Dodge
38 Porter Street
Wenham, Mass 01984

September 9, 2018

Board of Selectmen
Town Hall
138 Main Street
Wenham, Mass 01984

On the occasion of the dedication of the Albert W. Dodge Memorial at the Iron Rail property it is my pleasure to thank the Board for its support of the project and presentation of a proclamation during the ceremony. In particular I wish to acknowledge the tireless effort by Selectmen John Clemenzi to help guide the project to its completion.

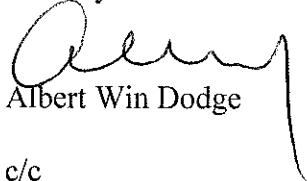
The four plaques mounted at the memorial site commemorate Al Dodge's legacy of service to the Town of Wenham. One of the key elements of his service to the Town was his many years as Tree Warden. His record of planting 100s of trees in every part of town, often to replace many damaged or aging trees, stands as significant reminder of the importance of maintaining the character and beauty of our neighborhoods.

An important aspect of Al's effort to maintain the new tree-planning program was the support of many in the community through private donations. Funding through budget appropriations was limited or many times diverted to emergency tree removal. Often people would ask to have a tree planted in their neighborhood and were willing to help fund the effort.

To honor Al's legacy and support the current efforts to plant new trees in Wenham the Dodge Family is pleased to contribute \$5000 to establish a special fund to be named the Al Dodge Memorial Tree Planting Fund. We would hope that the fund will grow and other citizens will be encouraged to contribute. To keep the effort active the fund should not be entirely spent down. The family further understands that this fund should not replace funds normally appropriated yearly through town budget process. The funds contributed should be considered over and above public funding.

On behalf of the Dodge Family I wish to again express my appreciation for support of the Al Dodge memorial.

Thank you


Albert Win Dodge

c/c

BOARD OF SELECTMEN MEETING

October 9, 2018

NEW BUSINESS

D.

Approval of Warrant for State Election

Dianne Bucco, Town Clerk

(10 minutes)

- Draft Motion
- MA State Election Voting Details
- Warrant for the State Election

BOARD OF SELECTMEN MEETING

October 9, 2018

DRAFT MOTION

Warrant for 2018 State Election

- Vote: I move the Board of Selectmen approve the Warrant for the 2018 State Election on Tuesday, November 6, 2018.

Seconded / Discussion/ Vote



Town Clerk's Office MA State Election Details

Tuesday November 6, 2018 is the State Election AKA the “midterm election.” Wenham voters vote at Town Hall from 7am-8pm.

Absentee ballots are available by application. The application is on the Clerks page of the website and in the office.

Early voting will be available from Monday 10/22 through Friday November 2.

Early voting by law needs to be available during town hall hours so those are Mon, Wed & Thu 9am-4:30 Tuesdays 9am -7pm and Fridays 9am-1pm.

In addition to these hours, early voting for Wenham voters will be available starting at 6am on Thursday 10/25 and 11/2 and also from 10am-1pm on Saturday October 27.

With all this availability, there are no excuses for not voting.

For those new to voting or new to Wenham the last day to register to vote for this upcoming election is Wednesday October 17th. People can register online at registertovoteMA.com or through the Clerk's office.

FYI the election ballot shows that there are 13 races with only 3 uncontested races and 3 ballot questions. The secretary of state has sent out the red book that reviews the questions among other important information. If you did not receive yours, I believe there are additional copies at the library and hopefully in the clerk's office.

I believe the Board has the warrant for this election that they are required to sign so we can post at least 7 days prior to the election.

Thank you for your time in allowing me to share this information with our residents.

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
WARRANT FOR THE STATE ELECTION**

SS.

To the Constables of the Town of WENHAM

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in the State Election to vote at

WENHAM TOWN HALL, 138 MAIN STREET, WENHAM, MA 01984

on **TUESDAY, THE SIXTH DAY OF NOVEMBER, 2018**, from 7 :00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices and questions:

**SENATOR IN CONGRESS FOR THIS COMMONWEALTH
GOVERNOR and LIEUTENANT GOVERNOR FOR THIS COMMONWEALTH
ATTORNEY GENERAL FOR THIS COMMONWEALTH
SECRETARY OF STATE FOR THIS COMMONWEALTH
TREASURER AND RECEIVER GENERAL FOR THIS COMMONWEALTH
AUDITOR FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS FOR THE SIXTH DISTRICT
COUNCILLOR FOR THE FIFTH DISTRICT
SENATOR IN GENERAL COURT FOR THE FIRST ESSEX AND MIDDLESEX DISTRICT
REPRESENTATIVE IN GENERAL COURT FOR THE FOURTH ESSEX DISTRICT
DISTRICT ATTORNEY FOR THE EASTERN DISTRICT
CLERK OF COURTS FOR THE ESSEX COUNTY
REGISTER OF DEEDS FOR THE ESSEX SOUTHERN DISTRICT**

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 2, 2018?

SUMMARY

This proposed law would limit how many patients could be assigned to each registered nurse in Massachusetts hospitals and certain other health care facilities. The maximum number of patients per registered nurse would vary by type of unit and level of care, as follows:

- In units with step-down/intermediate care patients: 3 patients per nurse;
- In units with post-anesthesia care or operating room patients: 1 patient under anesthesia per nurse; 2 patients post-anesthesia per nurse;
- In the emergency services department: 1 critical or intensive care patient per nurse (or 2 if the nurse has assessed each patient's condition as stable); 2 urgent non-stable patients per nurse; 3 urgent stable patients per nurse; or 5 non-urgent stable patients per nurse;
- In units with maternity patients: (a) active labor patients: 1 patient per nurse; (b) during birth and for up to two hours immediately postpartum: 1 mother per nurse and 1 baby per nurse; (c) when the condition of the mother and

baby are determined to be stable: 1 mother and her baby or babies per nurse; (d) postpartum: 6 patients per nurse; (e) intermediate care or continuing care babies: 2 babies per nurse; (f) well-babies: 6 babies per nurse;

- In units with pediatric, medical, surgical, telemetry, or observational/outpatient treatment patients, or any other unit: 4 patients per nurse; and
- In units with psychiatric or rehabilitation patients: 5 patients per nurse.

The proposed law would require a covered facility to comply with the patient assignment limits without reducing its level of nursing, service, maintenance, clerical, professional, and other staff.

The proposed law would also require every covered facility to develop a written patient acuity tool for each unit to evaluate the condition of each patient. This tool would be used by nurses in deciding whether patient limits should be lower than the limits of the proposed law at any given time.

The proposed law would not override any contract in effect on January 1, 2019 that set higher patient limits. The proposed law's limits would take effect after any such contract expired.

The state Health Policy Commission would be required to promulgate regulations to implement the proposed law. The Commission could conduct inspections to ensure compliance with the law. Any facility receiving written notice from the Commission of a complaint or a violation would be required to submit a written compliance plan to the Commission. The Commission could report violations to the state Attorney General, who could file suit to obtain a civil penalty of up to \$25,000 per violation as well as up to \$25,000 for each day a violation continued after the Commission notified the covered facility of the violation. The Health Policy Commission would be required to establish a toll-free telephone number for complaints and a website where complaints, compliance plans, and violations would appear.

The proposed law would prohibit discipline or retaliation against any employee for complying with the patient assignment limits of the law. The proposed law would require every covered facility to post within each unit, patient room, and waiting area a notice explaining the patient limits and how to report violations. Each day of a facility's non-compliance with the posting requirement would be punishable by a civil penalty between \$250 and \$2,500.

The proposed law's requirements would be suspended during a state or nationally declared public health emergency.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect. The proposed law would take effect on January 1, 2019.

A YES VOTE would limit the number of patients that could be assigned to one registered nurse in hospitals and certain other health care facilities.

A NO VOTE would make no change in current laws relative to patient-to-nurse limits.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 2, 2018?

SUMMARY

This proposed law would create a citizens commission to consider and recommend potential amendments to the United States Constitution to establish that corporations do not have the same Constitutional rights as human beings and that campaign contributions and expenditures may be regulated.

Any resident of Massachusetts who is a United States citizen would be able to apply for appointment to the 15-member commission, and members would serve without compensation. The Governor, the Secretary of the Commonwealth, the

state Attorney General, the Speaker of the state House of Representatives, and the President of the state Senate would each appoint three members of the commission and, in making these appointments, would seek to ensure that the commission reflects a range of geographic, political, and demographic backgrounds.

The commission would be required to research and take testimony, and then issue a report regarding (1) the impact of political spending in Massachusetts; (2) any limitations on the state's ability to regulate corporations and other entities in light of Supreme Court decisions that allow corporations to assert certain constitutional rights; (3) recommendations for constitutional amendments; (4) an analysis of constitutional amendments introduced to Congress; and (5) recommendations for advancing proposed amendments to the United States Constitution.

The commission would be subject to the state Open Meeting Law and Public Records Law. The commission's first report would be due December 31, 2019, and the Secretary of the Commonwealth would be required to deliver the commission's report to the state Legislature, the United States Congress, and the President of the United States.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect. The proposed law would take effect on January 1, 2019.

A YES VOTE would create a citizens commission to advance an amendment to the United States Constitution to limit the influence of money in elections and establish that corporations do not have the same rights as human beings.

A NO VOTE would not create this commission.

QUESTION 3: REFERENDUM ON AN EXISTING LAW

Do you approve of a law summarized below, which was approved by the House of Representatives and the Senate on July 7, 2016?

SUMMARY

This law adds gender identity to the list of prohibited grounds for discrimination in places of public accommodation, resort, or amusement. Such grounds also include race, color, religious creed, national origin, sex, disability, and ancestry. A "place of public accommodation, resort or amusement" is defined in existing law as any place that is open to and accepts or solicits the patronage of the general public, such as hotels, stores, restaurants, theaters, sports facilities, and hospitals. "Gender identity" is defined as a person's sincerely held gender-related identity, appearance, or behavior, whether or not it is different from that traditionally associated with the person's physiology or assigned sex at birth.

This law prohibits discrimination based on gender identity in a person's admission to or treatment in any place of public accommodation. The law requires any such place that has separate areas for males and females (such as restrooms) to allow access to and full use of those areas consistent with a person's gender identity. The law also prohibits the owner or manager of a place of public accommodation from using advertising or signage that discriminates on the basis of gender identity.

This law directs the state Commission Against Discrimination to adopt rules or policies and make recommendations to carry out this law. The law also directs the state Attorney General to issue regulations or guidance on referring for legal action any person who asserts gender identity for an improper purpose.

The provisions of this law governing access to places of public accommodation are effective as of October 1, 2016. The remaining provisions are effective as of July 8, 2016.

A YES VOTE would keep in place the current law, which prohibits discrimination on the basis of gender identity in places of public accommodation.

A NO VOTE would repeal this provision of the public accommodation law.

To the Constables if the Town of Wenham in the County of Essex;
Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2018, the Selectmen of Wenham

Catherine A. Harrison, Chair

John A. Clemenzi

John O. Wilhelm, Jr.

And you are required to serve this Warrant by posting the attested printed copies at the Town Hall, the Hamilton-Wenham Library, the Wenham Council on Aging and on the bulletin Board at the Wenham Fire Station at least seven (7) days before the time appointed for such meeting.

_____, 2018.
Constable (month and day)

_____, 2018.
Town Clerk (month and day)

BOARD OF SELECTMEN MEETING

October 9, 2018

NEW BUSINESS

E.

Proposed Moratorium on New Natural Gas Services by National Grid

*Keith Rice & Jeff Hammel from
United Steelworkers 12012-14
(10 minutes)*

- Email regarding Moratoriums in place from Faith Hassell, National Grid, October 9, 2018
- Article from Boston, MA Patch, by Jenna Fisher, October 8, 2018
- Letter regarding Pipeline Safety Allegations from Richard Wallace, Director, Pipeline Engineering and Safety Division, MA Department of Public Utilities, September 27, 2018
- Press Release titled DPU to Hire Independent Evaluator to Assess Statewide Natural Gas Distribution System, Company Policies and Practices from the Executive Office of Energy and Environmental Affairs, Department of Public Utilities, Gas Division, Pipeline Safety Division, September 26, 2018
- Email regarding Proposed Moratorium on New Natural Gas Services by National Grid from Keith Rice, September 27, 2018
- List of Moratoriums in Place, September 27, 2018
- M.G.L. Ch. 164, § 75 Manufacture and Sale of Gas and Electricity; Regulation by Municipal Authorities
- National Grid Safety Issues Presentation
- Work Continuation Safety Overview, National Grid, September 17, 2018

CH

Peter Lombardi

From: Hassell, Faith <Faith.Hassell@nationalgrid.com>
Sent: Tuesday, October 09, 2018 6:58 AM
To: Peter Lombardi
Cc: Gendall, David
Subject: Re: EXT || Fwd: Moratoriums in place

Hi Peter,

We received the letter from the DPU and are carefully reviewing each claim. Nothing is more important to us than ensuring the safety of our customers, our workers, and the public. Our workers have been trained and qualified to perform their work safely and in compliance with all rules and regulations. We monitor their performance on a regular basis. If we determine that a safety issue has occurred in any of these instances, or on any day, we address it immediately and put measures in place to ensure it does not reoccur. Please note that the DPU has not determined that any violations have occurred.

If you have any questions, please let me know.

Thank you,
Faith

Sent from my iPhone

On Oct 7, 2018, at 6:14 PM, Peter Lombardi <PLombardi@wenhamma.gov> wrote:

Thanks David - if nothing else, it would be good to know when you expect to respond to the DPU.
Peter

Sent from my iPhone

On Oct 7, 2018, at 3:59 PM, Gendall, David <David.Gendall@nationalgrid.com> wrote:

Hi Peter,
I know that Director of Gas Pipeline Safety & Compliance, Steve Bell, is working closely with the DPU regarding these allegations. I'll check with Steve as to the latest update....and get back to you.
Dave

From: Peter Lombardi [<mailto:PLombardi@wenhamma.gov>]
Sent: Friday, October 05, 2018 9:07 PM
To: Gendall, David; Hassell, Faith
Subject: EXT || Fwd: Moratoriums in place

David and Faith,
Any response on your end regarding the attached letter from the DPU?
Thank you,
Peter

Sent from my iPhone

Begin forwarded message:

From: "Keith Rice" <keithrice4@msn.com>
To: "Peter Lombardi" <PLombardi@wenhamma.gov>
Cc: "'jeff hamel'" <gplloophunter@gmail.com>
Subject: RE: Moratoriums in place

Hi Peter,

This letter from the DPU would be for now, all of our additional supporting documents. To us, this proves the validity of our claims about the replacement workers during the course of the lockout. I don't think we would have any problem taking 10 minutes or less. The power point we could present as long as we got there early enough to be sure we could get it working. We could certainly answer questions afterward.

Thanks,
Keith

Sent from [Mail](#) for Windows 10

From: Peter Lombardi <PLombardi@wenhamma.gov>
Sent: Friday, October 5, 2018 1:10:47 PM
To: 'Keith Rice'
Cc: 'jeff hamel'
Subject: RE: Moratoriums in place

Hi Keith,
You are on the agenda for next Tuesday night's Selectmen's meeting. It starts at 6:30 and your item should be addressed around 7. The Board has asked you to limit your presentation to 10 minutes max, followed by Q&A. NGrid management will not be present. Do you plan to provide any supplemental supporting materials besides the PP you included as an attachment in your Sept 16 email to me?
Thank you,
Peter

Peter Lombardi
Town Administrator

138 Main Street
Wenham, MA 01984
978-468-5520 x.2
<http://wenhamma.gov>

From: Keith Rice [<mailto:keithrice4@msn.com>]
Sent: Thursday, September 27, 2018 4:27 PM
To: Peter Lombardi

Cc: jeff hamel
Subject: Moratoriums in place

Hello Peter,

To date we have 29 cities and towns with some kind of moratorium in place. These are included on this attachment. Please let Jeff and I know if we are on the agenda for October 9th.

Thank You
Keith Rice

This e-mail, and any attachments are strictly confidential and intended for the addressee(s) only. The content may also contain legal, professional or other privileged information. If you are not the intended recipient, please notify the sender immediately and then delete the e-mail and any attachments. You should not disclose, copy or take any action in reliance on this transmission.

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For the registered information on the UK operating companies within the National Grid group please use the attached link: <https://www.nationalgrid.com/group/about-us/corporate-registrations>

Boston, MA

Local News

Real Estate

Events

Jobs

State Orders National Grid Moratorium, Safety Investigation

After more gas-line scares Monday, the state told National Grid enough is enough.

By Jenna Fisher | Oct 8, 2018 7:17 pm ET | Updated Oct 8, 2018 7:47 pm ET



BOSTON — The state issued a moratorium as the Department of Public Utilities investigates the utility company's safety practices. The moratorium comes the same day an over-pressurized gas line left hundreds without gas in Woburn.



National Grid has been involved in a lengthy labor dispute, locking out union workers for nearly four months. A number of municipalities have independently called for a moratorium on new, non-emergency work, citing safety concerns.

Subscribe

“Following today’s incident in Woburn, the Department of Public Utilities, under its regulatory authority over the gas distribution system, ordered National Grid to impose a moratorium on all work, except for emergency and compliance work, across the company’s entire service territory pending the results of DPU’s review of National Grid’s safety practices,” said Peter Lorenz a spokesperson for the Executive Office of Energy and Environmental Affairs.

"In addition, the Department is requiring National Grid to have an inspector on location for all work that could lead to abnormal pressurization until this review is complete. Separately, the Department is in the process of hiring an Independent Evaluator to assess, out of an abundance of caution, the safety of pipeline infrastructure throughout Massachusetts” Lorenz said in a statement.

It was just weeks ago that a Columbia Gas's over-pressurization in the Merrimack Valley damaged dozens of homes and businesses in Andover, North Andover, and Lawrence where at least one person died.

The Department of Public Utilities also recently issued an [order](#) requiring National Grid to provide the them with information regarding staffing, costs, and the services that National Grid has provided during the company's current labor lockout compared with the same period in previous years.

Following up on information they received from residents, the Department of Public Utilities started an investigation into safety violations and possible failures to follow procedures and federal pipeline safety regulations last week. The department said it has required the company to provide additional information by Nov. 13.

In addition the department recently [announced](#) they planned to hire an independent investigator to conduct a statewide examination of the safety of the natural gas distribution system within the Commonwealth.

READ MORE:

- [Woburn Gas Over-Pressurization: 300 Homes May Be Without](#)
- [Multiple Fires Following Gas Explosions In Merrimack Valley](#)
- [Waltham Asks City To Support Unions, Moratorium On National Grid](#)

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**THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES**

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GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MATTHEW A. BEATON
SECRETARY OF ENERGY
AND ENVIRONMENTAL AFFAIRS

**ONE SOUTH STATION
BOSTON, MA 02110
(617) 305-3500**

ANGELA M. O'CONNOR
CHAIRMAN

ROBERT E. HAYDEN
COMMISSIONER

CECILE M. FRASER
COMMISSIONER

EXIT LETTER

September 27, 2018

Stephen M. Bell
Director Gas Pipeline Safety & Compliance
National Grid
39 Quincy Avenue
Braintree, MA 02184

Re: Pipeline Safety Allegations

Dear Mr. Bell:

The Pipeline Engineering and Safety Division ("Division") of the Department of Public Utilities ("Department") has received information regarding National Grid's distribution system. We received this information and evidence from concerned citizens and have reviewed it to determine whether the information indicates violations of 49 C.F.R. Part 192. Based on our review, we have determined that National Grid may be in violation of various sections of 49 C.F.R. Part 192. Below is a brief description of the alleged violations.

Subject	Location	Event Date
National Grid drilled bar-holes directly over gas main	150 Charles St, Malden	7/1/2018
Manhole left open overnight to vent leak	Hammond St, Brookline	7/1/2018

Unattended excavation by National Grid within 200' of District Regulator station	Bridge St & Arlington St, Dracut	7/6/2018
Leak not properly investigated for classification purposes	20 Angle St, Lowell	7/12/2018
National Grid purged gas into atmosphere and did not follow established procedure	Wilbur St, Lowell	7/16/2018
National Grid operated chainsaw in excavation with gas in atmosphere	102 Cambridge St, Charlestown	7/16/2018
Unattended excavation by National Grid within 200' of District Regulator station	Woburn St & Greenwood Ave, Lowell	7/20/2018
Improper installation of bell and spigot joint on cast iron pipe	32 Almont St, Malden	7/30/2018
Improper installation of corrosion control wax tape pipe wrap.	532 Nichols St, Norwood	7/30/2018
Improper air test of service line	Gretter Rd, W. Roxbury	7/31/2018
Unattended excavation by National Grid within 200' of District Regulator station	Lebanon St, Melrose	8/2/2018
National Grid drilled bar-holes directly over gas main	Medford St, Malden	8/2/2018
Improper Dig safe mark-out.	Hopkins St & Fairmont Rd, Reading	8/5/2018
Grade 1 leak not investigated or remediated correctly	604 Columbus Avenue, Roxbury	8/12/2018
Excavation above [REDACTED] sig main without National Grid inspector on site	UMass Boston, Morrissey Blvd	8/13/2018
National Grid drilled bar-holes directly over gas main	56 Quincy St @Blue Hill Ave, Roxbury	8/13/2018
National Grid drilled bar-holes directly over gas main	Vine St, Everett	8/15/2018
No gas line markings after new service installed	Paris St, Everett	8/18/2018
Pipe pressure tested before installation	36 Stuart St., Everett	8/18/2018
National Grid drilled bar-holes directly over gas main	Clifton St & Summer St, Malden	8/28/2018
Grade 1 leak not investigated or remediated correctly	Clark St @ George St, Medford	8/29/2018
Improper leak investigation.	Pine St, Lowell	8/31/2018

Mismarked gas service resulting in damaged service line	49 Billerica Ave, Billerica	8/28/2028
Inaccessible critical valves	Corner of Perkins St, Amesbury	6/28/2018
Unattended excavation by National Grid within 200' of District Regulator station	Highland St & Thorndike St, Lowell	6/28/18
Improper repair	Beacon St, Brookline	
Unattended excavation by National Grid within 200' of District Regulator station	Woburn St & Greenwood Ave, Lowell	9/19/2018
Excavation not properly backfilled	Forest St Medford	9/11/2018
HP blowing gas leak while replacement workers performing work	Mammoth Rd, Dracut	9/5/2018

Based on the information provided and the Division's review, it appears that National Grid may have failed to follow proper procedures on several occasions and may be in violation of the following sections of the federal pipeline safety regulations, 49 C.F.R. Part 192:

<u>Location</u>	<u>Allegations</u>
150 Charles St., Malden	49 C.F.R. Part 192.605(a) 49 C.F.R. Part 192.614
Hammond St., Brookline	49 C.F.R. Part 192.605 49 C.F.R. Part 192.614
Bridge St. & Arlington St., Dracut	49 C.F.R. Part 192.605
20 Angle St., Lowell	49 C.F.R. Part 192.605 49 C.F.R. Part 192.614 49 C.F.R. Part 192.615(a)(1)
Wilbur St., Lowell	49 C.F.R. Part 192.605
102 Cambridge St., Charlestown	49 C.F.R. Part 192.605 49 C.F.R. Part 192.751(a)
Woburn St. & Greenwood Ave., Lowell	49 C.F.R. Part 192.605 49 C.F.R. Part 192.614
32 Almont St., Malden	49 C.F.R. Part 192.605
532 Nichols St., Norwood	49 C.F.R. Part 192.461(a)(1) 49 C.F.R. Part 192.405(b)(2)
Gretter Rd., West Roxbury	49 C.F.R. Part 192.513 49 C.F.R. Part 192.605(a)
Lebanon St., Melrose	49 C.F.R. Part 192.605

Medford St., Malden	49 C.F.R. Part 192.605
	49 C.F.R. Part 192.614
Hopkins St. & Fairmont Rd., Reading	49 C.F.R. Part 192.605
	49 C.F.R. Part 192.614
604 Columbus Ave., Roxbury	49 C.F.R. Part 192.605(a)
	49 C.F.R. Part 192.723
	49 C.F.R. Part 192.805
UMass Boston, Morrissey Blvd., Boston	49 C.F.R. Part 192.605
56 Quincy St. & Blue Hill Ave., Roxbury	49 C.F.R. Part 192.605(a)
	49 C.F.R. Part 192.723
	49 C.F.R. Part 192.805
Vine St., Everett	49 C.F.R. Part 192.605
Paris St., Everett	49 C.F.R. Part 192.605
36 Stuart St., Everett	49 C.F.R. Part 192.605
	49 C.F.R. Part 192.513
	49 C.F.R. Part 192.805
Clifton St. & Summer St., Malden	49 C.F.R. Part 192.605
Clark St. & George St., Medford	49 C.F.R. Part 192.605(a)
	49 C.F.R. Part 192.723
	49 C.F.R. Part 192.805
Pine St., Lowell	49 C.F.R. Part 192.605(b)(1)
	49 C.F.R. Part 192.805
49 Billerica Ave., Billerica	49 C.F.R. Part 192.605
Corner of Perkins St., Amesbury	49 C.F.R. Part 192.605
	49 C.F.R. Part 192.747
Highland St. & Thorndike St., Lowell	49 C.F.R. Part 192.605
Beacon St., Brookline	49 C.F.R. Part 192.605
Woburn St. & Greenwood Ave., Lowell	49 C.F.R. Part 192.605
Forest St., Medford	49 C.F.R. Part 192.605
Mammoth Rd., Dracut	49 C.F.R. Part 192.605(b)(9)

In the near future, National Grid may be subject to a compliance action or additional investigation by the Division.

If you wish to respond further to the above allegations, please submit your response in writing to this office within 30 days of the date of this letter. If you do not respond within 30 days, we will move forward with a compliance action or additional investigation against National Grid. If you have any questions, I can be reached at (617) 305-3500.

Very truly yours,

A handwritten signature in blue ink that reads "Richard Wallace (rw)". The signature is written in a cursive style with a large, stylized "R" and "W".

Richard Wallace, Director
Pipeline Engineering and
Safety Division

Cc: Laurie Ellen Weisman
Thomas Kubilis, Manager,
Pipeline Safety and Compliance



OFFERED BY [Show 3](#) ▼

PRESS RELEASE

DPU to Hire Independent Evaluator to Assess Statewide Natural Gas Distribution System, Company Policies and Practices

FOR IMMEDIATE RELEASE:

9/26/2018

Executive Office of Energy and Environmental Affairs

Department of Public Utilities

Gas Division

Pipeline Safety Division

MEDIA CONTACT

Katie Gronendyke

Phone

617-626-1129(tel:6176261129)

Feedback

Online

katie.gronendyke@state.ma.us(mailto:katie.gronendyke@state.ma.us)

BOSTON — The Department of Public Utilities today announced their intent to hire an independent evaluator to conduct a statewide examination of the safety of the natural gas distribution system within the Commonwealth. Through authority granted by Governor Baker under the State of Emergency declared on September 14, 2018, the Department's Chair will direct all natural gas distribution companies operating in the Commonwealth to fund the statewide examination. The Chair's decision to take this action is intended to assess, out of an abundance of caution, the safety of pipeline infrastructure throughout the Commonwealth and follows a similar precedent set by the state of California to conduct a third party review following a natural gas incident in 2010.

"The safety and security of all communities is the top priority of our administration, and out of an abundance of caution, I have directed the utilities to work with an independent evaluator to carry out this comprehensive safety review," **said Governor Charlie Baker**. "This review will help improve accountability for utilities and add another layer of oversight for all natural gas infrastructure."

"The Department of Public Utilities continually works to ensure the safety of residents and the Commonwealth's energy infrastructure, and the independent evaluator's review will further the Department's efforts by performing an additional examination of the physical condition and safety of the distribution system, as well as the operational and maintenance functions of natural gas companies," **said Department of Public Utilities Chair Angela O'Connor**.

Once selected, the independent evaluator will be instructed to examine the physical integrity and safety of the natural gas distribution system and the operation and maintenance policies and practices of all natural gas distribution companies operating within the Commonwealth. Additionally, the independent evaluator will produce a report with any necessary recommendations at the end of the contract. The examination will complement, but will not duplicate, the investigation of the National Transportation Safety Board, which focuses on the gas incident on September 13, 2018 in the Merrimack Valley and its potential causes.

The Department will procure the independent evaluator through an expedited procurement with consultation from the federal Pipeline and Hazardous Materials Safety Administration, the agency that has granted the Department delegated authority to conduct pipeline safety activities.

The scope of the independent evaluator's assessment with respect to physical distribution will analyze each gas distribution companies' respective system designs of low, medium, and high pressure mains and associated service lines to ensure they are compliant with applicable federal and state regulations. The assessment will also seek to identify any weaknesses or deficiencies in the distribution system and make recommendations for changes that are not already underway.

The portion of the assessment related to the operation and maintenance of the distribution system will examine the natural gas distribution companies' written operation and maintenance policies and procedures for their respective distribution systems, including safety protocols and incident response. It will also assess whether there are sufficient personnel, including inspectors, and management structures and communication protocols in place at the gas distribution companies to ensure that safety and incident response protocols can be operationalized. The assessment will analyze operating pressure protocols, including maximum allowable pressures and procedures in the event of abnormalities, compliance with the Dig Safe statute, and record keeping of the natural gas companies.

###

Media Contact

Katie Gronendyke

Phone

617-626-1129(tel:6176261129)

Peter Lombardi

From: Keith Rice <keithrice4@msn.com>
Sent: Thursday, September 27, 2018 4:27 PM
To: Peter Lombardi
Cc: jeff hamel
Subject: Moratoriums in place
Attachments: MORATORIUMS IN PLACE 9.docx

Hello Peter,

To date we have 29 cities and towns with some kind of moratorium in place. These are included on this attachment. Please let Jeff and I know if we are on the agenda for October 9th.

Thank You
Keith Rice

MORATORIUMS IN PLACE 9/27/'18

- | | |
|-------------------|----------------|
| 1. ABINGTON | 23. REVERE |
| 2. ARLINGTON | 24. SOMERVILLE |
| 3. ANDOVER | 25. STONEHAM |
| 4. BILLERICA | 26. WALTHAM |
| 5. BOSTON | 27. WEYMOUTH |
| 6. BRADFORD | 28. WINCHESTER |
| 7. BRAINTREE | 29. WINTHROP |
| 8. BURLINGTON | |
| 9. CAMBRIDGE | |
| 10. CHELSEA | |
| 11. DRACUT | |
| 12. EVERETT | |
| 13. MALDEN | |
| 14. HAVERHILL | |
| 15. LOWELL | |
| 16. MEDFORD | |
| 17. MELROSE | |
| 18. METHUEN | |
| 19. MERRIMAC | |
| 20. MILTON | |
| 21. NORTH READING | |
| 22. QUINCY | |

Part I ADMINISTRATION OF THE GOVERNMENT**Title XXII** CORPORATIONS**Chapter** MANUFACTURE AND SALE OF GAS AND ELECTRICITY
164**Section 75** REGULATION BY MUNICIPAL AUTHORITIES

Section 75. The aldermen or selectmen may regulate, restrict and control all acts and doings of a corporation subject to this chapter which may in any manner affect the health, safety, convenience or property of the inhabitants of their towns.

National Grid Safety Issues

Inexperienced workers handling gas lines

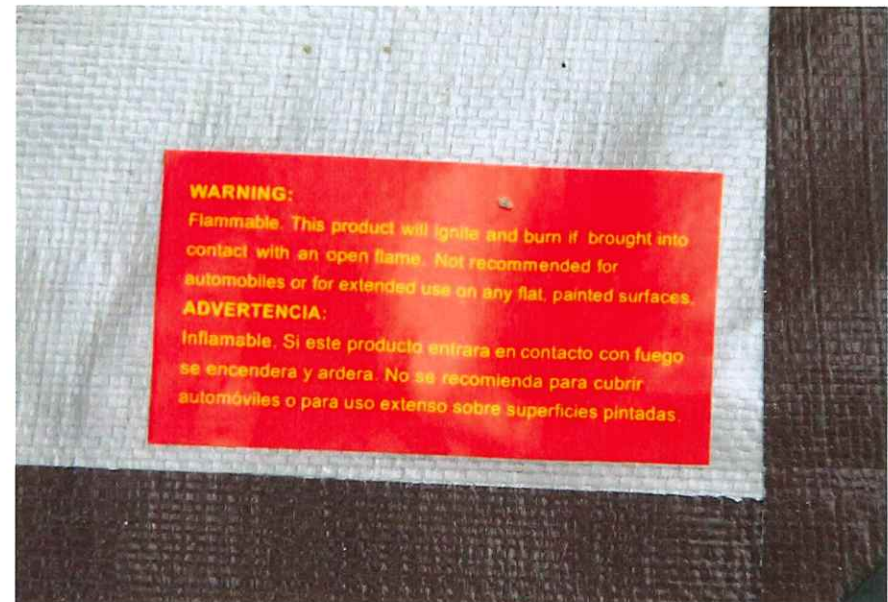


Unsafe Working Conditions

- Inexperienced workers set up tent over site of gas leak, trapping gas under tent
- This allows gas to build up to dangerous levels
- Tent material may also be flammable
- Workers leaving tent cannot see traffic coming.



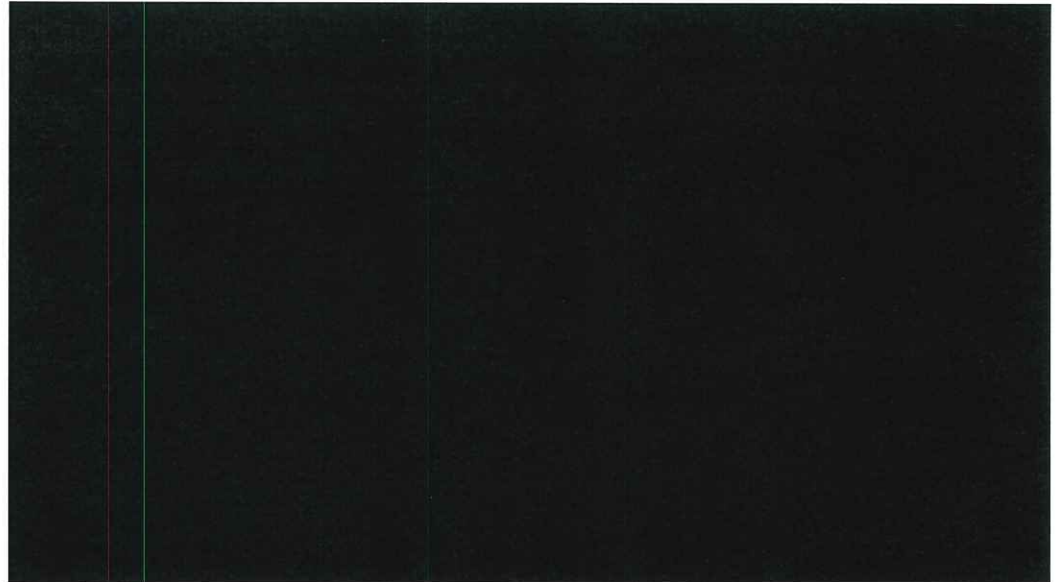
This tent is definitely made of flammable material.



Worker Safety

Inexperienced worker climbs inside the tank to a vacuum truck ***while it is operating***.

If the cover had closed, the worker would have been trapped inside.



Unsafe for workers

A beard interferes with the seal of a breathing mask. NG workers are supposed to be clean-shaven.



Wearing a mask with a beard is against OSHA regulations.



Extremely Dangerous

- Worker with breathing mask on is working in hole while ***low air alarm is going off.***
- Supervisor tells him to keep working.



Waste

A dozen inexperienced workers to perform a job ordinarily done by a 2-3 man team.



Many workers stand around, costing ratepayers untold amounts.

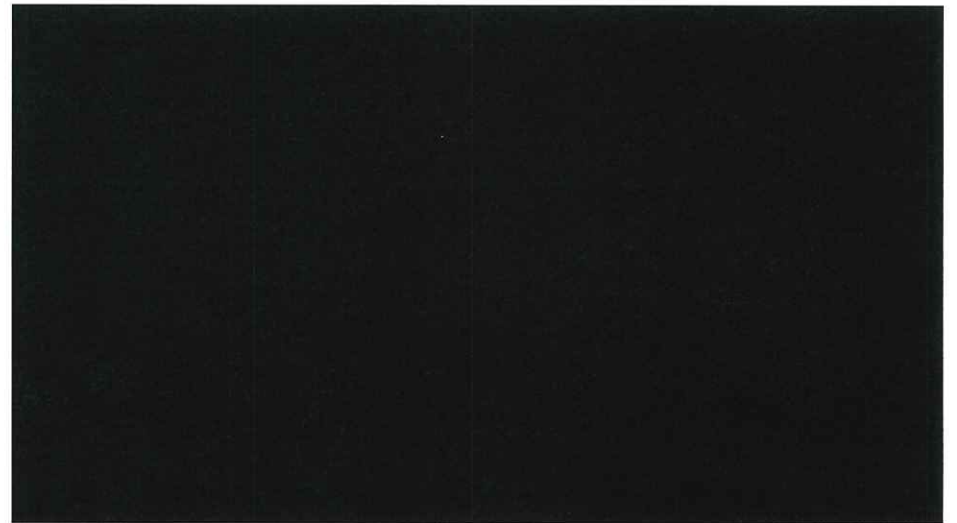


Waste

Interim worker reading on the job



2 fill-in employees take the NG truck on a joyride to New Hampshire for ice cream in the middle of a shift.



Shoddy Work

Main pipe is not cleaned before saddle is attached. This will eventually loosen the fit of the saddle, and leak.



Mis-identified owner's main (for DigSafe).



Danger to the Public

- Workers set up a test cap. Bubbles indicate that it's clearly leaking.
- There's no way to know if the service passes test.
- (Leak on test kit should have been repaired and new pressure test performed.)
- Pipe should have been "strapped" or chained down so as not to blow off during pressure test.



Danger to the Public: Inlet and Outlet Valves at Regulator Pit covered filled with sand



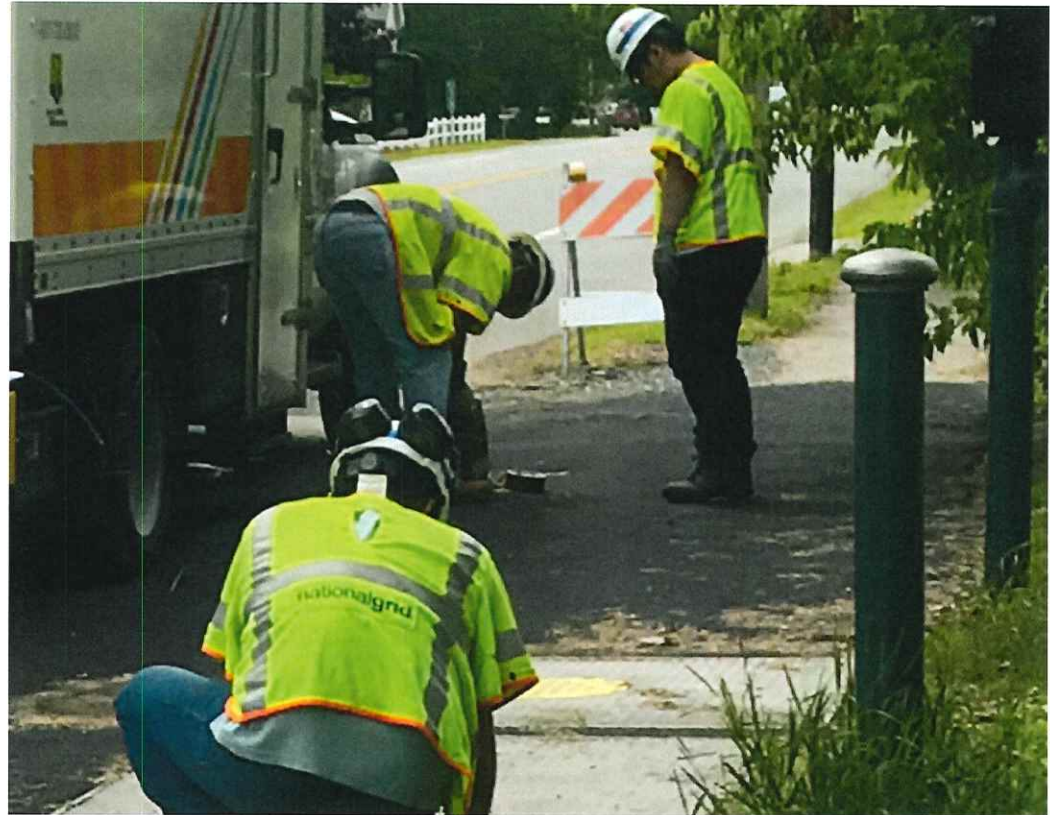
Time is of the essence in an over- or under-pressurization situation. Sand poured into valve boxes must be cleared in order to turn valve.



This takes up precious time when trying to fix a pressurization problem, and may be impossible if sand is wet.

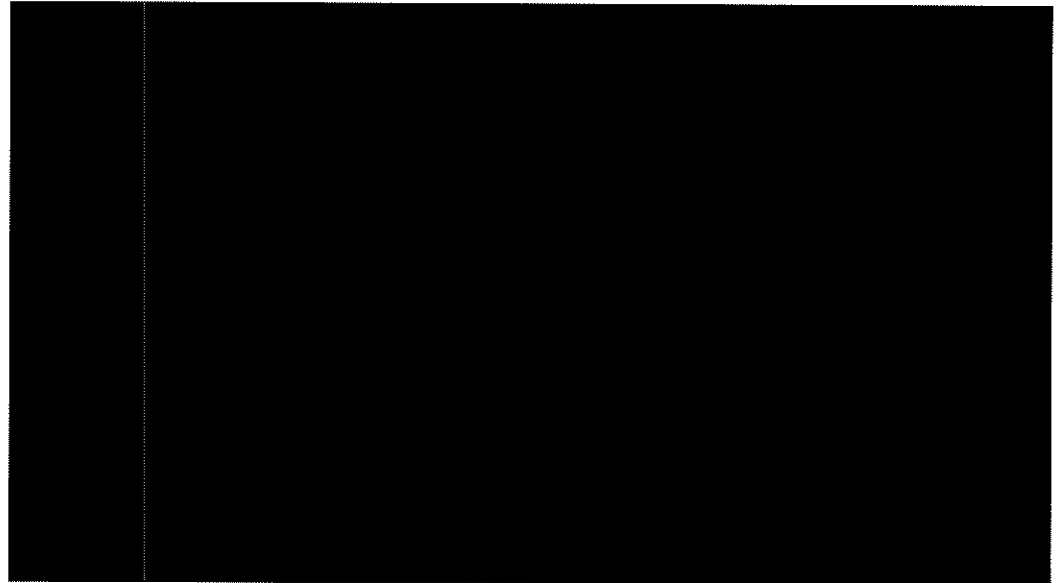
Interim worker filling valve box with sand in Merrimac

Merrimac has declared a moratorium on National Grid performing non-emergency work until qualified workers are back on the job.



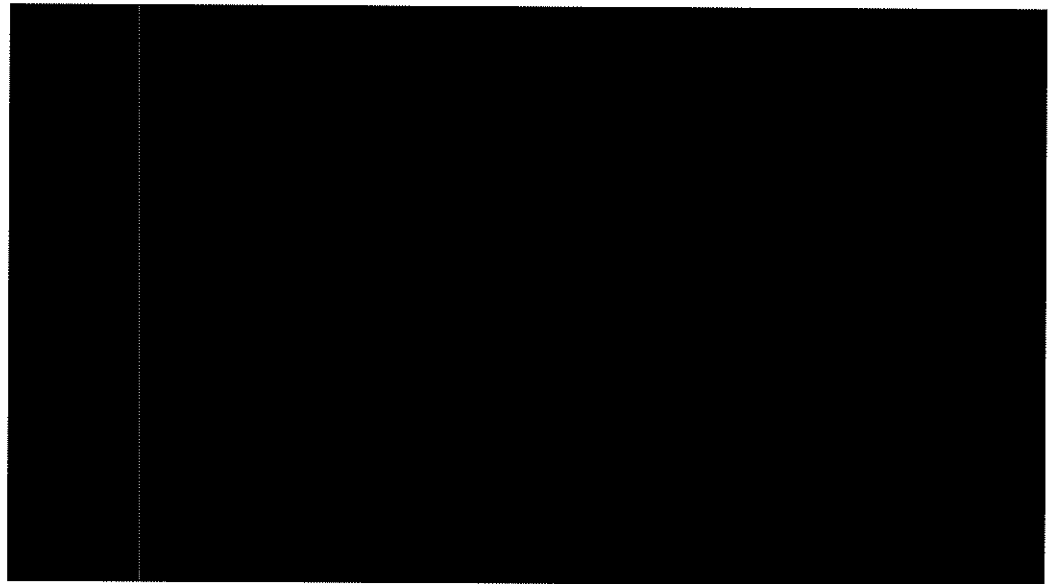
Inexperience Inserting Gas Pipe

- Interim worker doesn't even realize he's kinked the gas pipe.
- This makes the pipe dangerous and unusable.
- It should be cut and removed, and new pipe placed.
- Workers struggling to make up for this mistake, continue to kink pipe.
- **WOULD YOU WANT PIPE INSTALLED LIKE THIS IN YOUR NEIGHBORHOOD?**



This mistake filled electric tunnels with gas in downtown Lowell.

- It could have filled downtown buildings with explosive range of natural gas.
- IT COULD HAVE BEEN A CATASTROPHE
- Locked out workers monitoring the site corrected the situation BECAUSE WE CARE ABOUT YOUR SAFETY.



Work Continuation Safety Overview

Updated: September 17, 2018

National Grid is committed to negotiating for a fair agreement with the Steelworkers that balances the needs of our employees and our customers. Over the past 12 weeks, we've successfully completed more than 20,500 jobs without incident, while also offering to engage in serious contract discussions—any day of the week—that will bring our union colleagues back to work. In the meantime, our work continuation plan remains in place and our work continuation workforce continues to respond to all potential gas emergencies—ensuring the safety of our employees, customers, and the public.

Safety is always our top priority, regardless of the composition of the workforce that is serving our customers. All of our people who are executing gas safety and maintenance work meet federal law requirements that they be trained, tested and able to demonstrate the skills required to operate and work on the gas system. This workforce consists of a mix of over 600 skilled contractors and roughly 700 National Grid management employees including supervisors (who typically oversee our union employees) experienced and qualified gas workers from other parts of our business, and employees who have been specifically trained for their contingency role.

For as long as our work continuation effort remains in place we will be focusing on emergency work and mandated compliance work, which needs to be undertaken within certain time periods.

What is considered emergency work?

Gas emergencies can consist of encroachments, responding to gas odors, no gas, poor gas pressure or carbon monoxide alarms, and fixing gas leaks. Certain emergency work requires a permit from the local municipality, but most does not.

Note: An encroachment is a project created when a third-party excavator digs in the proximity of our cast iron infrastructure (gas mains.) It is particularly important to replace the impacted section of cast iron main due to the stress the third party excavation imposes on the cast iron pipe that could lead to an unsafe situation (release of gas.)

What is considered non-emergency work?

Non-emergency work consists of new connections, Grade 2 leak repair, and other pipeline safety work that does not need to be completed immediately but is nonetheless critical to complete. Though our focus is currently emergency work and some mandated compliance work, we are still doing a limited amount of non-emergency work on a case-by-case basis. Non-emergency work, including compliance work, requires a permit from the local municipality.

Note: During this continuation plan, we have told customers in the 85 affected communities that we cannot guarantee new services this year. One factor contributing to this is that winter construction moratoriums in many towns begin around November 15.

Overview of gas leaks:

In all that we do, we operate in full compliance with all rules and regulations regarding leak repair. We grade and repair reported gas leaks using the classification system (see bullets) established in 2014 under Massachusetts state law. Our inspection devices use DPU-approved technologies that focus on the potential for safety issues in determining how to classify individual gas leaks.

- **Grade 1 leaks** must be responded to immediately and have traditionally been defined as hazardous. We work until a Grade 1 leak is repaired.
- **Grade 2 leaks** are non-hazardous, but justify scheduled repair based on potential future hazard. Our experience tells us that approximately 25% of Grade 2 leaks will eventually grow to be Grade 1 leaks. Thus, Grade 2 leaks must be monitored every six months and scheduled for repair within one year.
 - **Grade 2a leaks** are a classification in our own Company procedure that are a prioritization within our Grade 2 leaks. Grade 2a leaks are leaks that we believe will be the most likely to grow into Grade 1s. Therefore, we prioritize these leaks to be repaired within six months, which is actually a more stringent timeline than what state law requires.
- **Grade 3 leaks** are low level leaks posing no imminent risk to public safety. We repair these leaks through our Gas Main Replacement Program.
- Some factors for grading a leak include:
 - Its proximity to a building
 - Percent of gas to air mix
 - Whether area is paved or not (a leak under pavement may have no way to migrate)

Since June 25, 2018 (and as of September 16, 2018) we've safely repaired:

- 479 Grade 1 leaks
- 115 Grade 2/2a leaks

What work is handled by National Grid versus work handled by contractors?

All leak repair crews consist of a combination of experienced National Grid gas supervisors and managers, National Grid management employees who are in support roles, and Contractor personnel.

- All crews are led by an experienced Company management employee with a minimum of five years of experience repairing leaks or overseeing personnel who repair leaks. Most of the crew leaders have more than 20 years of experience in the gas business, with some having over 30 years of experience. Several of our management crew leaders once worked in bargaining unit positions, where they repaired leaks as part of their regular daily routine. As supervisors they have spent countless hours on worksites, involved closely with the work on a day-to-day basis, overseeing as much work as employees in bargaining units have done to make sure the work follows pro-

cedure. They are all very well-versed on the Company's policies and procedures. They have been trained tested and qualified and, to date, have fixed close to 500 leaks without incident. These experienced personnel are responsible for pinpointing the location of leaks, cleaning and prepping the pipe for repair, and actual repair of the main which might include installing a clamp or encapsulating a leaking joint.

- Crew leaders are assisted by less experienced* National Grid management personnel who are responsible for lesser skilled tasks including work zone set up, tool handling, general work site housekeeping, and work zone safety (including keeping picketers and members of the public clear of the work zone.) **This order of responsibility is similar to how tasks are assigned on a crew based on experience of our union personnel.*
- Contractors assigned to these crews are responsible for excavation, shoring and backfilling holes. They do not lead crews and to date have not performed repair of leaking pipe.

Our Contractors:

On any normal day we have contractors working to install gas mains and services and assist with damage prevention. During this work continuation effort our contractors are assisting with excavation, backfilling, paving, damage prevention, inside service inspections and corrosion inspections.

Our work continuation team currently includes approximately 600 contractors. In the course of our normal "blue sky" work we don't track specific headcount for our contractors – we simply pay based on the job completed. However, the number of contractors we are working with now is approximately the same as on blue sky days, and we are working with the same contractors. We have long-term established relationships with all of the below listed contractors (or, in some cases, their legacy companies.)

Our contractors supporting our work continuation efforts include:

Feeney Brothers (<https://feeneybrothers.com/>): Supporting field operations

Neuco (<https://neuco-inc.com/>): Supporting field operations

RJ Deveraux (<http://rjdevco.com/>): Supporting field operations

Riley Brothers (<https://www.rileybrothers.net/>): Supporting field operations

US Infrastructure Corporation (<https://www.usicllc.com/>): Supporting damage prevention/CMS

Our Safety Review and Performance:

The safety of our customers, our employees, and the public is foundational to everything we do as a company. We reinforce that commitment in every job we perform each day as part of our focus on safety.

We have confidence in every employee and contractor working on our gas system. We regularly conduct appropriate reviews and investigations of our worksites and, if any safety concerns are noted or observed, we take prompt and appropriate action – just as we do with our unionized employees. In addition to our own internal reviews, the DPU sends inspectors to the job sites to perform detailed reviews of our work.

- **OQ Review:** We have reviewed the operational qualifications (OQ's) of National Grid Management Supervisors to ensure that all had full OQs to perform as competent crew leaders. (They are responsible to ensure that no one performs any tasks that an individual is not qualified to perform unless doing so under direct observation.) Additionally, any new crew member rotated into the program (i.e.: NY personnel) is reviewed for proper OQs. We perform weekly and random daily checks from our Day Sheets to ensure compliance.
- **Pipeline Safety Practices:** As part of the Work Continuation Planning process, consideration for pipeline safety has remained at the forefront of our Gas Business objectives.
 - To ensure our objective would be achieved, the Work Continuation Planning Team used a management system approach derived from the American Petroleum Institute Recommended Practice (API RP) 1173. API RP 1173 defines pipeline safety management system requirements that provide a framework to reveal and manage risk, promote a learning environment, and continuously improve pipeline safety and integrity.
 - Using API RP 1173 elements such as Leadership and Management Commitment, Stakeholder Engagement, Risk Management, and Performance Review and Continuous Improvement, the Plan established a strong control framework to mitigate pipeline safety risks.
- **Performance:** The Contingency workforce's safety performance has been strong.
 - Safety performance measured by OSHA Reportable Injuries (ORIs) and Lost Time Incidents (LTIs) during the lockout period is superior to the union workforce performance.
 - There have been 11 road traffic collisions (RTCs) to date, all minor incidents with no injuries reported.
 - National Grid has had two OSHA reportable injuries, both minor injuries (dust in eye, cut finger). We have had one contractor OSHA reportable injury, when a drunk driver drove through work zone hitting the contractor vehicle and injuring the driver and another contingency worker in the work zone.

The Safety of Our Gas System:

We go to great lengths, including considerable emergency planning preparation, training of our workforce, performing regular inspections and maintenance of our gas system, and making extensive investments in our gas infrastructure, to ensure the safe and reliable delivery of natural gas to our 930,000 gas customers in Massachusetts.

When performing live gas work, such as replacing a gas main or installing new service, our workers monitor pressure levels at the work site. Our Gas Control Center in Northboro continuously monitors gas pressures 24 hours a day across all of the Massachusetts service territory, and our gas control operators are trained to identify any abnormalities in operating pressures and respond accordingly to ensure safe operation of the gas system. In addition, our pressure regulator stations are regularly inspected to ensure full compliance with all appropriate laws and regulations.

BOARD OF SELECTMEN MEETING

October 9, 2018

NEW BUSINESS

F.

**Review and Potential Approval of
Amendment(s) to Open Space and Recreation
Committee Charge
*(10 minutes)***

- Draft Motion
- Memo regarding Proposed Amendments to Open Space and Recreation Committee Charge from Peter Lombardi, Town Administrator, October 3, 2018

BOARD OF SELECTMEN MEETING

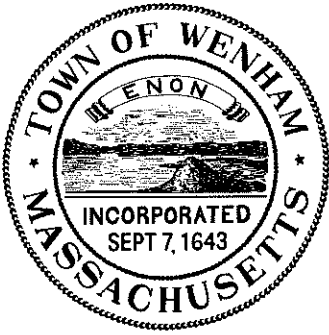
October 9, 2018

DRAFT MOTION

Proposed Amendment to Open Space and Recreation Charge

- **Vote:** I move the Board of Selectmen adopt the proposed revision to the Open Space and Recreation Committee Charge to set the numbers of members at seven (7) and further to request feedback from the committee on any suggested modifications to their charge, including potential incorporation of overlapping elements of the original charge of the Economic Development Committee.

Seconded / Discussion/ Vote



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

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

MEMORANDUM

TO: Board of Selectmen
FROM: Peter Lombardi, Town Administrator
RE: Proposed Amendments to Open Space and Recreation Committee Charge
DATE: October 3, 2018

In May 2016, the Board approved the following charge for the Open Space and Recreation Committee:

The Open Space and Recreation Committee shall be comprised of up to nine members, serving one-year terms, and subject to reappointment by the Board of Selectmen. Its composition will include residents who have a diversity of interests and experiences, ranging from interest in community character and landscape preservation to economic development and real estate, from active and passive recreation to natural resource conservation. The Committee's charge is as follows:

- *Work to deliver a comprehensive update to the Town's Open Space and Recreation Plan (OSRP). Once completed and approved, establish a process of ongoing review and updating of the OSRP as appropriate.*
- *Based on the findings of the OSRP, work with the Board of Selectmen and other relevant Town boards, commissions, and committees to maintain a list of target properties considered desirable for protection for various municipal uses.*
- *Work with private property owners and non-profit agencies to identify opportunities to preserve open space and funding sources to support these preservation efforts.*
- *Work with the Board of Selectmen to identify properties that are better suited for development than preservation and support the creation of a strategic plan to address these opportunities.*
- *Work to support adoption of planning, zoning, and assessment practices and policies that reinforce the objective of preserving and acquiring open space in the Town of Wenham.*
- *Provide progress reports to the Board of Selectmen as appropriate or as requested, and make recommendations to the Board of Selectmen and to Town Meeting regarding the acquisition of open space for municipal purposes.*

The OSRC, as currently constituted, only has 4 active members: Asma Syed, Tom Starr, Ann Weeks, and Ernest Ashley. Since quorum is based on the total maximum number of positions on a given committee, I would recommend that the Board amend the charge down to 7 members at this point, so the remaining members can hold their meetings in compliance with the Open Meeting Law.

Further, since the OSRC has been in place for more than two years and has now formally submitted our updated Plan to the state for their review, I would suggest that we ask them and their supporting staff to revisit their initial charge and give the Board their collective feedback based on their experiences to date and what they will be working on in the next several years. As part of their reevaluation, I would also recommend that they review the Economic Development Committee (EDC) charge given the extent of overlap between the two and the fact that the 5 remaining members of that committee (including 1 non-resident, non-voting member) have not met since last fall and were not reappointed by the Board for FY19. The Board can then review the input they receive from the OSRC and determine how best to refine their charge, potentially incorporating some of those intersecting responsibilities of the EDC.

As part of this process, the Board can affirmatively decide on whether the EDC is needed as a stand-alone committee going forward. Doing so would address one of the priority goals for the Board for FY19 that was identified during our annual goal setting session this summer. It is important to note that the EDC was not identified as a Responsible Party for any of the actions listed in the Plan's Seven-Year Action Plan, based in part on their ambiguous role, lack of activity, and uncertain future.

For your reference, the EDC's current charge is as follows:

The Committee shall be comprised of up to seven members, including one non-resident who shall serve as a non-voting member, serving one-year terms, and subject to reappointment by the Board of Selectmen. The Committee's charge is as follows:

- Work with the Open Space and Recreation Committee as they develop their action plan to implement the Goals and Objectives identified in the updated Open Space and Recreation Plan (OSRP), by providing recommendations on the financial viability of preserving priority parcels and identifying funding sources and scenarios.*
- Based on the findings of the OSRP, work with the Open Space and Recreation Committee, Board of Selectmen, and other relevant Town boards, commissions, and committees to identify properties that are better suited for development than preservation and formulate a policy framework and strategic plan to address these opportunities.*
- Establish and maintain an ongoing dialogue with business owners and owners of major properties on a pro-active basis to understand how the Town can work with them to achieve their plans.*
- Provide advice and recommendations to the Board of Selectmen regarding the viability of various economic development projects, including but not limited to the feasibility of installing cellphone towers on town property, the proposed disposition of town-owned property, and the potential development of the Boulder Lane property.*

NEW BUSINESS

G.

Review and Potential Approval of Proposed Minor Modifications to Shared Inspectional Services Intermunicipal Agreement with Hamilton *(5 minutes)*

- Draft Motion
- Proposed Modifications to Intermunicipal Agreement Between The Towns of Wenham and Hamilton For Shared Inspectional Services

BOARD OF SELECTMEN MEETING

October 9, 2018

DRAFT MOTION

Proposed Minor Modifications to Inspectional Services IMA with Hamilton

- Vote: I move the Board of Selectmen approve the proposed changes to the Inspectional Services Intermunicipal Agreement with the Town of Hamilton to accurately reflect the September 1, 2018 start date and proper title of the Inspector of Buildings under this new shared program.

Seconded / Discussion/ Vote

**INTERMUNICIPAL AGREEMENT BETWEEN THE
TOWNS OF WENHAM AND HAMILTON
FOR SHARED INSPECTIONAL SERVICES**

THIS AGREEMENT dated as of _____, 2018 ("Agreement") by and between the **TOWN OF WENHAM**, a Massachusetts municipal corporation having a usual place of business at 138 Main Street, Wenham, Massachusetts 01984, acting by and through its Board of Selectmen (also referred to as "Wenham") and the **TOWN OF HAMILTON**, a Massachusetts municipal corporation having a usual place of business at 577 Bay Road, Hamilton, Massachusetts 01936, acting by and through its Selectmen (also referred to as "Hamilton") (collectively, Wenham and Hamilton shall be referred to as the "Parties").

WHEREAS, each of the Parties is empowered to staff and maintain an inspectional services/building department for the administration and enforcement of the Massachusetts State Building Code, Electrical, Plumbing and Architectural Access Codes, the zoning by-laws and general by-laws of its town;

WHEREAS, pursuant to MGL c. 143 § 3, two or more cities or towns may combine and share expenses in the appointment of any building commissioner or inspector of buildings and local inspectors;

WHEREAS, each of the Parties has determined that it is mutually beneficial to share between them the services and costs of common inspectional and code enforcement services as more fully described hereinafter, thereby providing increased consistency and efficiency in operations, proper oversight and enhanced customer service in each Party;

WHEREAS, Wenham is willing and capable of hosting shared inspectors and serving as the lead Party; and

WHEREAS, each Party has authority to enter into this Agreement pursuant to M.G.L. c. 40, s. 4A and has obtained authorization by vote of its Board of Selectmen as attested to by certified copies thereof attached hereto in Appendix A.

NOW, THEREFORE, the Parties, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. PURPOSE

The purpose of this Agreement is to establish a contractual relationship between the Parties for a shared building commissioner and inspectional services, electrical inspectional services, plumbing and gas inspectional services, and code enforcement services, and for shared costs and expenses therein.

2. LEAD PARTY

- A. The Parties hereby designate Wenham as the lead Party (hereinafter the "Lead Party").
- B. The Lead Party shall:

- 1. Employ or contract, through its standard personnel practices, a full-time Inspector of Buildings/~~Building Commissioner~~ ("~~Commissioner~~Inspector of Buildings"), and such other part-time local building inspectors, electrical/wiring inspectors, and plumbing and gas

inspectors (collectively with the ~~Commissioner~~Inspector of Buildings, the "Inspectors") in accordance with the staffing model attached hereto in Appendix B as may be amended from time to time by mutual agreement of the Parties (the "Staffing Model"). All necessary steps in the hiring process of the Inspectors and maintenance of employee records shall be the responsibility of the Lead Party.

2. Provide all benefits to which the Inspectors are entitled under contract or the standard personnel practices of the Lead Party.
3. Provide office space for the Inspectors;
4. Maintain separate, accurate, and comprehensive records of all services performed for each Party and all funds received from the Parties;
5. Issue financial reports for each fiscal year to the Parties by December 31 of the following fiscal year.

- C. Any property owned by the Lead Party which is used by the Inspectors shall remain the property of the Lead Party.

3. THE INSPECTORS

- A. The Inspectors shall perform for each of the Parties the duties and have the responsibilities listed in the respective job descriptions attached hereto in Appendix C ("Shared Inspectional Services"). Changes to job descriptions shall not be made without the approval of each Party.
- B. The Inspectors shall have enforcement jurisdiction in each of the Parties concerning any applicable laws and codes, zoning by-laws and general by-laws as may be in effect from time to time in that Party.
- C. All Inspectors shall be hired by the Lead Party with the mutual agreement of the Parties, including the opportunity to comment on candidates' resumes and participate in candidate interviews. The ~~Inspector of Buildings Commissioner~~ shall be supervised in the manner specified in the job description. An annual performance evaluation of the Inspector of Buildings Commissioner will be prepared by the Lead Party with input from designees in the other Parties. Any disciplinary action involving suspension or termination of the Inspector of Buildings Commissioner or any other Inspector shall be by the Lead Party in accordance with the standard personnel practices of the Lead Party, but such decisions shall be made in consultation with the Parties.
- D. The Shared Inspectional Services shall be provided under the administrative direction of the Inspector of Buildings Commissioner, who shall develop and submit to the Town Manager/Administrator of each Party a Shared Inspectional Services operating plan for the current or upcoming fiscal year outlining such items as the Inspectors' office hours and availability for inquiries, emergencies, and timelines for permit review and scheduling/performance of inspections that are in compliance with applicable state laws and local by-laws (the "Operating Plan"). The Parties shall determine when the annual Operating Plan should be prepared and submitted.

4. ALL PARTIES

- A. Notwithstanding any other provision of this Agreement, each Party shall continue to maintain and staff at its own cost and expense an administrative building department in its Party for the acceptance and processing of all permit applications and any other departmental forms and paperwork, issuance of approved permits and certificates, and the payment and collection of fees for that Party.

- B. Each Party shall provide and maintain its own permitting software, applications, forms and certificates, and other supplies at its own cost and expense. Fee schedules shall be determined by each Party, and each Party may use its collected fees at its own discretion as permitted by law. Each Party shall be responsible for its own audit of its building-department related fees and finances.
- C. Each Party shall supply the Inspectors with complete copies, including supplements and revisions, of its respective local codes and by-laws.
- D. All files, including closed and inactive files, records and support documents shall be permanently stored at the office of the generating Party.
- E. The Parties agree to allow the Inspectors to enjoy such vacation, sick and personal days and other leave as they may be entitled to receive under the standard personnel practices of the Lead Party. No Party shall make any demand on the Inspectors or take any action with respect to them that is in violation of their rights under standard personnel practices of the Lead Party or under any applicable legislation.
- F. Any hearings resulting from the actions of the Inspectors shall be held by the Board of Selectmen or another appropriate authority in the Party in which the action originated. Similarly, any proceeds from enforcement actions shall be paid to the Party in which the enforcement action took place. Any costs, such as legal fees, shall be paid by the Party in which the hearing or enforcement action took place.
- G. Complaints received concerning the action of the Inspector of Buildings Commissioner shall be resolved by the Town Manager/Administrator in the Party in which the complaint originated in consultation with the Lead Party as appropriate. Complaints received concerning the action of any other Inspector shall be resolved by the Inspector of Buildings Commissioner in consultation with the Town Manager/Administrator in the Party in which the complaint originated in consultation with the Lead Party as appropriate.
- H. If during the term of this Agreement a Party requires an increased demand for Shared Inspectional Services due to a large-scale development, activity or an event that cannot reasonably be accommodated under the Operating Plan, such Party shall bear the responsibility, cost and expense of hiring additional inspectors as needed in consultation with the Inspector of Buildings Commissioner.

5. TERM/TERMINATION

- A. The initial term of this Agreement shall be July-September 1, 2018 through June 30, 2020 (the "Initial Term"). This Agreement may be renewed for ten (10) additional one (1)-year terms ("Extended Terms") by vote of each Party through its respective Board of Selectmen by January 15 of the then current term, beginning January 15, 2020.
- B. In the event that any one Party does not vote to renew this Agreement during either the Initial Term or an Extended Term, this Agreement shall terminate effective June 30th of that year. All Parties shall continue to perform all obligations under this Agreement until the effective date of termination. The Lead Party shall prepare a full statement of the Parties' outstanding financial obligations for the remainder of the then current fiscal year with any final payments due within thirty (30) days of the end of the current fiscal year.
- C. If a Party defaults on payment of any assessment or otherwise breaches this Agreement during either the Initial Term or an Extended Term, the Lead Party shall prepare a full statement of the Parties' outstanding financial obligations for the remainder of the then current term (whether it is the Initial Term or an Extended Term) with payment thereof due within thirty (30) days thereafter, and this Agreement shall terminate, in which case each party shall thereafter be solely responsible for the provision of inspectional services within its jurisdiction.

- D. Termination or breach of this Agreement shall not relieve any Party from any obligations of indemnification that may have arisen hereunder prior to such termination or breach nor from any financial obligations that by agreement extends beyond the termination date.

6. BUDGET/FEE STRUCTURE/PAYMENTS

- A. The Lead Party shall establish for each fiscal year the annual operating cost for the provision of Shared Inspectional Services that supports the Staffing Model (the "Budget"). The Budget shall include, but not be limited to, the cost of the Inspectors' wages and salaries, taxes, benefits (retirement contributions, health insurance, life insurance, unemployment compensation, workers compensation, paid time off, etc.), liability insurance, stipends, recruitment costs, seminars, professional development, dues, cell phones, mileage reimbursement, training costs, and any other costs related to the proper functioning of this Agreement. If there are any costs to borne by the Lead Party in equipping or housing the Inspectors, the Lead Party will account for and document those costs in the development of the Budget and adjust accordingly, including the contributions required by each of the Parties.
- B. The Parties shall proportionally share the cost of the total Budget based on the fee structure attached hereto in Appendix D (the "Fee Structure") as may be amended from time to time by mutual agreement of the Parties.
- C. Each Party shall be assessed on July 1 its share of the Budget for the current fiscal year, which shall be automatically due and payable to the Lead Party in that fiscal year without further notice in equal quarterly installments on July 1, October 1, January 1, and April 1, with the assessment for the month of September of the first year to be included in the October-December quarterly assessment and with all other quarterly payments to be made as provided for in this agreement.
- D. By January 15 of each fiscal year, the designees of the Parties shall meet to agree on the Budget for the next fiscal. The Budget and Fee Structure shall be reviewed and adjusted, if necessary.
- E. Notwithstanding any other provision in this Agreement to the contrary, the Parties agree that they shall be responsible after dissolution or termination of this Agreement for continuing their shared respective contribution for an Inspector's retirement, unemployment or workers' compensation benefit that accrued while the Party was a party to this Agreement.

7. INDEMNIFICATION

- A. This Agreement is by and between the Parties which have executed it with the understanding that it is intended for their mutual benefit and is not intended to confer any express or implied benefits on any other person or entity. This Agreement is not intended to confer third-party beneficiary status on any person or entity.
- B. It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by the Parties shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.
- C. Notwithstanding the final sentence of G.L. c. 40, s. 4A, to the extent permitted by law, each Party (the "Indemnifying Party") separately agrees to indemnify the Lead Party, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Inspectors pursuant to this Agreement in or on behalf of the Indemnifying Party for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Inspectors while performing services for the Indemnifying Party. As to any

claim or occurrence, the express indemnification set forth above shall be limited to the services provided by the Inspectors for the specified Party.

- D. An Indemnifying Party's obligation to indemnify under this Section shall be limited to and benefited by the immunities or limitations of damages which may be extended to them by operation of law. Furthermore, the Indemnifying Parties shall not be liable for any claims arising from:
- a) Violations of state or federal civil rights statutes;
 - b) Violations of state or federal discrimination statutes;
 - c) Wrongful termination claims;
 - d) Violations of any state or federal statute dealing with employment practices; and
 - e) Claims that are covered by any insurance policy.

8. ASSIGNMENT

No Party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

9. CONFLICT RESOLUTION

The Town Managers/Administrators of the Parties shall confer periodically to address matters of policy, operations and logistics as may be necessary. The Parties may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Party and changes to the Staffing Schedule or Fee Schedule. Any unresolved issues shall be decided by the Town Manager/Administrator of the Lead Party.

10. AMENDMENTS

Except as otherwise expressly in Section 8, this Agreement may be amended only by the unanimous written consent of all of the Parties as of the date of the Amendment. A proposed amendment must be approved by the governing body of each Party to be effective.

11. SEVERABILITY AND COMPLIANCE WITH APPLICABLE LAW

Should any term, portion, or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual the validity of the remaining parts terms portions or provisions or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby. The Parties further intend for this Agreement to be modified to comply with any applicable local, state or federal law should it be determined not to be in compliance and to remain binding between them as so modified. In particular, but without limiting the generality of the foregoing, the Parties intend for this Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof or change the way in which any party is required to pay its share of assessments. The Parties will remain bound hereunder subject to such modified terms.

12. NOTICES

Any notice permitted or required hereunder to be given or served on any Party shall be in writing signed in the name of or on behalf of the Party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery, upon the date of verified delivery by courier of package delivery service, or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

For Wenham: Town of Wenham, 138 Main Street, Wenham, MA 01984
ATTN: Town Administrator

For Hamilton: Town of Hamilton, 577 Bay Road, Hamilton, MA
ATTN: Town Manager

13. MISCELLANEOUS PROVISIONS

- A. Entire Understanding: This Agreement represents the entire understanding of the Parties with respect to its subject matter.
- B. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and venue for any action shall be in the Superior Court of Essex County.
- C. Binding Effect: All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of and be enforceable by the respective Parties hereto, their successors and assigns.
- D. Headings: The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this Agreement.
- E. Joint Drafting: Each Party acknowledges that it has participated equally in the drafting of this Agreement and that each has or had consulted with legal counsel of its own choosing in entering into this agreement.

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IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and attested by their proper officers hereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

For the TOWN OF WENHAM,

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

Approved as to Form Only

By: _____ Date: _____
Town Counsel

Approved as Availability of Appropriation

By: _____ Date: _____
Town Accountant

For the TOWN OF HAMILTON,

By: _____ Date: _____

Approved as to Form Only

By: _____ Date: _____
Town Counsel

Approved as Availability of Appropriation

By: _____ Date: _____
Town Accountant

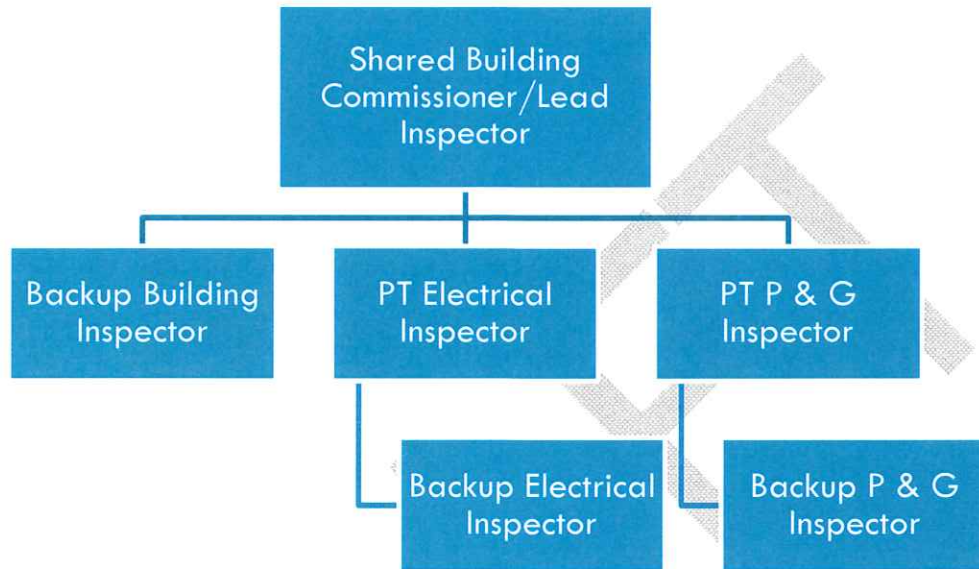
APPENDIX A

Certified Votes

DRAFT

APPENDIX B

Staffing Model



APPENDIX C

Job Descriptions

DRAFT

APPENDIX D

Fee Structure

"Straight 50% Population and 50% Total Permit Volume Split" Formula

FY# Budget = Z

Town	Prior Calendar Year Population*
Wenham	A
Hamilton	B
Total (A+B)	C

*based on that year's annual town census

Town	Prior Calendar Year Permit Volume**
Wenham	D
Hamilton	E
Total (D+E)	F

**combined total of all Inspectional Services permits issued

Wenham Share of FY# Budget = $((0.5 \times Z) \times (A \div C)) + ((0.5 \times Z) \times (D \div F))$

Hamilton Share of FY# Budget = $((0.5 \times Z) \times (B \div C)) + ((0.5 \times Z) \times (E \div F))$

Example:

For FY 2019:

= 2019

Prior Calendar Year = 1/1/2017 to 12/31/2017

For FY 2020:

= 2020

Prior Calendar Year = 1/1/2018 to 12/31/2018

BOARD OF SELECTMEN MEETING

October 9, 2018

NEW BUSINESS

H.

Review of Intermunicipal Agreement with City of Lawrence for Transfer of Old Buker School Playground Equipment

(5 minutes)

- Memo regarding Review of Intermunicipal Agreement with City of Lawrence for Transfer of Old Buker School Playground Equipment from Peter Lombardi, Town Administrator, October 5, 2018
- Proposed Intermunicipal Agreement Between the Town of Wenham and The City of Lawrence For Disposition of Surplus Playground Equipment
- Description and Photos of Surplus Playground Equipment from Buker Elementary Playground
- Application for Community Preservation Act Funding to the Community Preservation Committee from the Hamilton-Wenham Regional School District for a new Buker Playground, January 6, 2017
- Description, Photos and Map of Donovan Park, the City of Lawrence the Proposed Playground Equipment Location



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

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

MEMORANDUM

TO: Board of Selectmen
FROM: Town Administrator, Peter Lombardi
RE: Proposed Intermunicipal Agreement with City of Lawrence for Transfer of Old Buker School Playground Equipment
DATE: October 5, 2018

As you may recall, the Buker School Playground was replaced this past summer with new equipment. Wenham Town Meeting approved \$20k in CPA funding in 2017 toward these project costs. Per the attached Wenham CPA application, this equipment was originally installed in about 2000. Last year, HWRSD requested Wenham DPW assistance in the removal of this equipment, which occurred at the end of June as soon as classes ended. The Town was informed that HWRSD had no plans to reuse any of the equipment. After personally re-inspecting the equipment and confirming that it was still in relatively good condition, I reached out to the Mayor of Lawrence, Dan Rivera, to see if he might be able to put some or all of it to good use. Mayor Rivera was tremendously appreciative of the Town's offer and plans to have his DPW install this equipment at Donovan Park on Andover Street. Coincidentally, this playground is located in the neighborhood in South Lawrence that was impacted by the recent gas explosion and fires.

I worked with town counsel to draft the attached Intermunicipal Agreement, which is intended to ensure that the Town will be held harmless from a liability perspective in donating this equipment to the City in its current state. Lawrence's City Solicitor has vetted this agreement and their City Council has begun their review process. It is expected to be approved there by the first week of November. The equipment is being stored at the DPW yard until the IMA is approved and executed by both parties.

INTERMUNICIPAL AGREEMENT
BETWEEN THE TOWN OF WENHAM
AND
THE CITY OF LAWRENCE
FOR DISPOSITION OF SURPLUS PLAYGROUND EQUIPMENT

This Agreement is made and entered into this ____ day of _____, 2018, in accordance with the provisions of Massachusetts General Laws, Chapter 40, section 4A, by and between the Town of Wenham (the "Town"), acting by and through its Board of Selectmen, and the City of Lawrence (the "City"), acting by and through its Mayor as authorized by its City Council.

WHEREAS, the Town possesses certain playground equipment surplus to its needs; and

WHEREAS, the City have need of that equipment; and

WHEREAS, the Town is agreeable to providing the surplus playground equipment to the City; and

WHEREAS, the City is agreeable to obtaining the surplus playground equipment from the Town; and

WHEREAS, the Town and the City hereto have reached an understanding as to the disposition of the surplus playground equipment from the Town to the City.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the City agree as follows:

1. Surplus Playground Equipment - the surplus playground equipment consists of the equipment as shown and described in the photographs attached hereto as Exhibit 1:
2. The City shall be responsible for collection of the surplus playground equipment at its current location at 91 Grapevine Road, Wenham, MA 01984, and transportation of that equipment to the City.
3. The Town and the City shall establish a schedule for the collection and removal of the surplus playground equipment from its current location in the Town.
4. The surplus playground equipment shall be transferred to the City without any certification, warranty or guaranty of or by the Town as to its suitability for any use or purpose. The Town disclaims any liability or responsibility for the condition, operation, or use of the surplus playground equipment.
5. The City hereby agrees to release, defend, indemnify, and hold harmless the Town from any and all actions, causes or action, claims, suits, or demands for property damage or personal injury, including payment of reasonable attorney's fees, arising from or in any way out of the use or misuse of the surplus playground equipment.
6. This Agreement shall not be modified or amended except by a written document executed by the authorized representatives of the parties hereto.

7. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
8. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Town and the City with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

TOWN OF WENHAM
BOARD OF SELECTMEN

CITY OF LAWRENCE

Daniel Rivera
Mayor

640030/WENH/0001

Buker Elementary Playground



Wide Angle: See pages 2 - 3 for descriptions



Wide Angle: See pages 2, 5 & 6 for descriptions



Platform approx. 1'
from ground.

Red Wheel rotates,
approx. 4 ft. from
ground. Monkey
bars connect to far
left structure



Multi-level stairway
leads to platform,
then moving bridge.
Double slide



Moving bridge
connects 2
platforms



Wide angle of relation
between previously
described structures



Monkey bars at far
end of moving
bridge, connects to
large slide structure



Tunnel connects 2
platform sections
between monkey
bars and large slide
structure



Highest structure contains platform between open bridge, chain ladder, rock wall with chain and large slide





Monkey bar connects single platform to multi-level platforms



Approx. 2.5—3 ft. clearance under highest platform



Climbing bars lead to partially enclosed platform for rotating wheel



Small ladder and climbing bars lead to partially enclosed platform and sliding bars



Rotating pedals



3 sections, total of 6 swings (rubber & chain)

APPLICATION FOR COMMUNITY PRESERVATION ACT FUNDING

Community Preservation Committee

Wenham Town Hall
Wenham, Massachusetts 01984

RECEIVED TOWN CLERK
WENHAM, MA 01984
2017 JAN -6 AM 9: 27

Name of Applicant/Contact Person: Hamilton-Wenham Regional School Committee

Sponsoring Organization, if applicable: N/A

Mailing address: 5 School Street, Wenham, MA 01984

Daytime phone: (978) 468-5310 **Email:** s.metternick@hwschools.net

Name of Proposal: Buker Playground

CPA Category: Please see chart 1 from the website for correct category descriptions

(Circle all that apply): Open Space - Historic Preservation - Recreation - Community Housing

CPA Funding Requested: \$50,000.00 **Total Cost of Proposed Project:** \$170,000.00

PROJECT DESCRIPTION: In describing the project, please include answers to the following questions. Applications will be returned as incomplete if all relevant requested information is not provided. Include supporting materials and exhibits as necessary.

1. **Goals:** What are the goals of the proposed project? Who will benefit and why? How will success be measured?

The "Buker Playground" project has been initiated by the Friends of Buker, a nonprofit group established to support and enhance the educational experience of the students of Bessie Buker Elementary School ("Buker") located in Wenham, Massachusetts. The reason for initiating this project is that the current playground at Buker is outdated. The playground is more than 16 years old, and some of its elements have fallen into a state of disrepair. Another reason for initiating this project is that the playground does not capture the full attention of the entire Buker student body. Many of the elements appeal more to the younger students, leaving the older students without an attractive alternative to playing field games. Children learn through play, and a recess during which some children are not engaged in play is a lost educational opportunity.

In addition to the educational benefit a new playground would offer to the students of Buker, a new playground would also serve to accomplish the Community Preservation Act's goal of rehabilitating recreational land. The current playground is not used just by Buker students. The playing fields of Buker also serve as playing fields for Hamilton-Wenham town sports, and the Buker playground is used by the children of both towns during town sports practices and games. Additionally, children use the playground during the after-school hours. The installation of an updated, safe and more age-appropriate playground would serve both the Hamilton and Wenham communities well.

2. **Community Need:** Why is this project needed? Does it address needs identified in existing Town plans?

This project will serve to accomplish the Community Preservation Act's goal of rehabilitating recreational land. While the current playground is located within a population center, serving the needs of a densely populated residential neighborhood, it is important to note that the current playground is not used just by Buker students. The playing fields of Buker also serve as playing fields for Hamilton-Wenham town sports,

and the Buker playground is used by the children of both towns during town sports practices and games. Children also use the playground during the after-school hours. The WVIS Tea House Park Program will also take field trips to the Buker Playground in the summer.

In addition, observation of student participation during recess periods at Buker indicates that the older student population does not find the current play structures engaging. The current play structures appeal most to the kindergarten through second grade population. It is believed that if more age-appropriate play structures were offered, the older Buker students would be more engaged and productive during recess.

This project will offer years of entertainment value not just to the students of Buker, but to all members of the Hamilton-Wenham community. The installation of an updated, safe and more age-appropriate playground would serve both the Hamilton and Wenham communities well.

3. **Community Support:** What is the nature and level of support and/or opposition for this project?

During the spring 2016 Buker fundraising auction, attendees were invited to make bids in support of this project. The response was overwhelming. An amount of ten thousand dollars (\$10,000.00) was raised in one night.

that The Hamilton-Wenham Regional School Committee officially authorized the Friends of Buker to begin fundraising for this project in June 2016. The Hamilton Community Preservation Committee determined this project is eligible for Community Preservation Act funding in August 2016. The Hamilton-Wenham Recreation Department pledged its support in September 2016. Many local businesses and families have contributed funds to this project, and the Institution for Savings recently awarded the project a significant grant of \$20,000.

To date the Friends of Buker have raised \$74,880.00 and have an on-going brick sales campaign similar to the bricks at Patton Park. Additional fundraising events are scheduled in the future.

It is expected that this project will continue to meet with substantial community support. To date, no opposition has been noted.

4. **Budget:** What is the total budget for the project and how will CPA funds be spent? All items of expenditure must be clearly identified and back-up documentation provided. Distinguish between hard and soft costs. (NOTE: CPA funds may NOT be used for maintenance.) Include a two to five year budget, if appropriate.

Three different vendors have been contacted. Two of those vendors (M.E. O'Brien & Sons, Inc. and New England Recreation Group, Inc.) belong to the Massachusetts Higher Education Consortium, and they are also participant vendors pursuant to the Commonwealth of Massachusetts Operational Services Division Contract #FAC79. For administrative ease, M.E. O'Brien & Sons, Inc. and New England Recreation Group, Inc. are the vendors currently under consideration. Both vendors have provided very approximated proposals, pending final selection of equipment. M.E. O'Brien & Sons, Inc. has provided the most detailed estimate and that is the information used herein.

Total estimated amount of project cost, with itemization of major components:

Play structure elements:	\$80,000.00
Poured rubber surface:	\$60,000.00
Installation:	\$30,000.00
Total:	\$170,000.00

CPA funds may be applied toward any of these amounts, as deemed necessary.

Please refer to Exhibit A for back-up documentation.

5. **Funding:** What funding sources are available, committed or under consideration? Include commitment letters, and describe any other attempts to secure funding for this project.

Funding sources (available):

Donations received during Spring 2016 fundraising auction:	\$10,000.00
Donation received from the Friends of Buker:	\$25,000.00
Funds generated from fall 2016 Trivia Night/Movie Night fundraiser:	\$2,637.00
Funds generated from fall 2016 Great Gatherings fundraiser:	\$1,360.00
Funds generated from on-going Brick Sales Campaign:	\$7,449.00
Cash contributions:	\$1,075.00
Lead Donations:	\$22,500.00
Funds generated from winter 2016 Read-A-Thon:	\$4,859.00
Total:	\$74,880.00

Funding sources (under consideration)

Hamilton Community Preservation Act funding request:	\$50,000.00
Wenham Community Preservation Act funding request:	\$50,000.00
Total:	\$100,000.00

Receipts from the on-going Brick Sales Campaign, as well as receipts generated from any additionally required fundraising events, will be applied toward the total project cost.

6. **Timeline:** What is the schedule for project implementation, including a timeline for all critical elements? This should include the timeline for expenditures, receipt of other funds and/or other revenues, if any.

Upon receipt of all required funding, the Friends of Buker will gift all funds raised to the Hamilton-Wenham Regional School District ("the District") for purposes of implementing this project. Jeffrey Sands, Assistant Superintendent for Finance & Administration for the District, will assume responsibility for project implementation at that time.

7. **Implementation:** Who will be responsible for implementing the project? Who will the project manager be? What relevant experience does the proposed project manager have? Who else will be involved in project implementation and what arrangements have been made with them?

As noted in the response to Question 6 above, Mr. Sands will be responsible for implementing this project. Mr. Sands will function as project manager.

8. **Maintenance:** If ongoing maintenance is required, who will be responsible and how will it be funded? Please include a detailed five year budget.

No definitive maintenance information is available at this time. Such information is dependent upon the specific equipment chosen and the surfacing material chosen. The playground will be on property leased by the Hamilton Wenham Regional School District, as such the School District will assume responsibility for maintenance costs for the useful life of the playground.

ADDITIONAL INFORMATION: Provide the following additional information, if applicable.

9. **Further Documentation:** Documentation that you have control over the site, such as a Purchase and Sale Agreement, option or deed. It is important to note that entities who cannot demonstrate adequate site control (ie. "Friends of" groups) shall not be eligible to apply for funding.

Please refer to Exhibit B for documentation evidencing control over the site.

10. **Feasibility Reports:** Any feasibility reports, renderings or other relevant studies and material.

No feasibility reports, relevant studies or material, other than sample renderings, are available at this time.

Please refer to Exhibit A for any and all available renderings.

11. **Zoning Compliance:** Evidence that the project does not violate any zoning by-laws or any other laws or regulations, including environmental, and/or plans to obtain necessary approvals.

No zoning compliance information is available at this time.

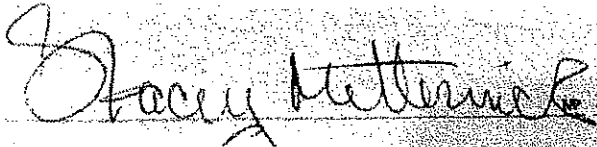
12. **Other Information:** Any additional information that might benefit the CPC in consideration of this project.

On Jan. 5, 2017, the Hamilton Wenham Regional School Committee unanimously supported putting forth an application for Community Preservation Act funds to apply to Buker Playground project.

I acknowledge that I have reviewed all pertinent materials related to the award of Community Preservation Act funding, including but not limited to the sample grant agreement, restriction agreements (if applicable), and procurement guidelines available on the Town's website, and that this proposed project, if funded, shall comply in all respects to the terms and conditions imposed by the Town as outlined in these documents and as shall be amended from time to time.

Applicant Name:

Date: January 6, 2016

A handwritten signature in cursive script, reading "Stacy Hetherwick", written over a horizontal line.

Please submit 10 copies of your completed application and any related supplemental materials to the Town Administrator's Office at the Wenham Town Hall by Friday January 6, 2017 at 12:00PM.



Facilities

Donavan Park



Features

- Picnic Tables
- Playground
- Slide

Donavan Park

Beacon Street and Amherst Street
Lawrence, MA 01840

Hours

Dawn to Dusk

Rating

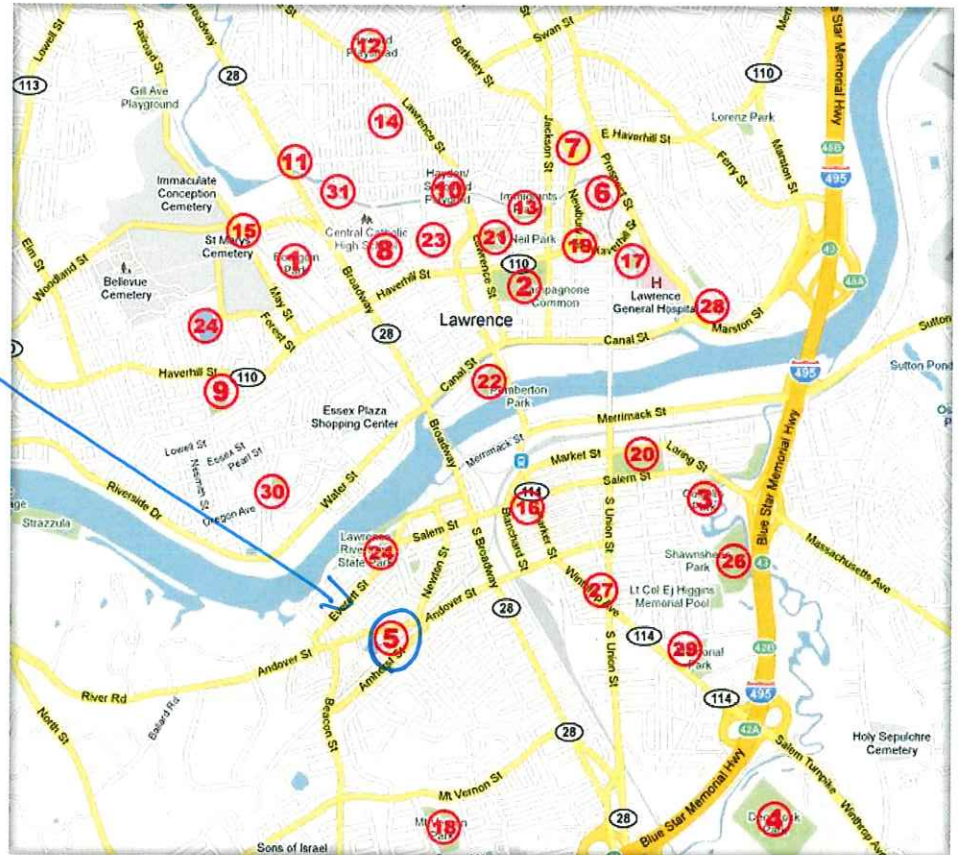
This facility has not yet been rated.

Overview Donovan Park was named for Hospital Corpsman Third Class Thomas Stephen Donovan of the United States Navy. Corpsman Donovan was killed in action June 3rd, 1967 in Vietnam. The park is located on Andover Street between Beacon Street and Amherst Street. The park has a fenced in playground for the kids, and plenty of seating for adults. On street parking is available.



Parks

1. Bourgoin Square Park
2. Campagnone Common
3. Costello Park
4. Den Rock Park
5. Donovan Park
6. Dr. Nina Scarito Park
7. Durant Square
8. Frank W. Rowell Park
9. Gagnon Park
10. Hayden Schofield Playstead
11. Highland Park
12. Howard Playstead
13. Immigrant Place
14. Jeremiah J. Cronin Park
15. Manchester Street Park
16. McDermott Park
17. Misserville Park
18. Mount Vernon Park
19. North Common
Neighborhood Reviviendo
20. O'Connell South Common
21. O'Neill Park
22. Pemberton State Park
23. Plainsman Park
24. Reservoir Park
25. Riverfront State Park
26. Shawsheen Park



BOARD OF SELECTMEN MEETING

October 9, 2018

NEW BUSINESS

I.

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

BOARD OF SELECTMEN MEETING

October 9, 2018

OLD BUSINESS

J.

**Discussion of Updated Employee Handbook & Review
of New Proposed Personnel Policies**

(15 minutes)

➤ Placeholder – to be provided on Tuesday

CH