



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

Monday May 13th

5:45 PM

Wenham Town Hall – 138 Main Street

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

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

5:45 P.M.

WELCOME: Call to order

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

- Fire Chief

6:30 P.M.

PUBLIC INPUT: ITEMS NOT ON THE AGENDA

6:35P.M.

ANNOUNCEMENTS

JW

1. Mandatory Water Conservation Began May 1
2. Pleasant Pond Stickers Now Available at Police Station & Town Clerk's Office
3. Memorial Day Ceremony – Monday May 27
4. Veterans Memorial Pool Opening – Saturday June 9
5. Job Openings: Facilities Manager, visit wenhamma.gov for details

6:40 P.M.

REPORTS

TOWN ADMINISTRATOR – Update
CHAIRMAN
SELECTMEN

6:45 P.M.

CONSENT AGENDA

CH

- A. One-Day Liquor License Request – Kathleen Feldman, Wenham Museum, Summer Soiree
Saturday, June 8, 2019, 5:00pm – 8:00pm
- B. One-Day Liquor License Request – Molly Martins, Academy of Penguin Hall, Rotary Scholarship Fundraiser
Saturday, June 15, 2019, 6:00pm – 11:00pm
- C. Minutes – Open Session: February 21, 2019

6:55 P.M.

NEW BUSINESS

- D. Appointments (20 minutes)

JC

- Town Administrator Screening Committee: Alexander J. Begin, Daniel P. Curran, Harriet P. Davis, Dorothy A. Goudie, Sarah F. Johnson, Michael S. Lucy, Paul E. Mendonca, Trudy Reid, Alison T. Calandra, Mary E. (Maribeth) Ting, William F. Weihs, Erica H. Wilson, Fredrick S. Woodland, Jr.
- Board of Registrars: Christine M. Burns, Randall L. (Randy) Craig, Daniel P. Curran, Jeffrey A. Ham, Michael J. Hammerl, Roney Hilliard (Hilly) Ebling, Nancy G. Ghriskey
- Police Department: Chief Thomas C. Perkins, Captain Kevin J. DiNapoli, Sergeant Michael J. Mscisz, Sergeant Christopher J. Machain, Patrolman David T. Marsh, Patrolman Mia N. Cefalo, Patrolman Amanda L. Cecchini, Patrolman Chad M. Labrie, Patrolman Jason Lucontoni, Patrolman Reini Perez
- Reserve Officers: Michael F. Perry, Steven T. Farinato, John C. Freitas, Brian J. Pratt, Richard J. Sherry, Christopher T. Sanborn, Shawn T. Tinsley, Wesley S. Izidoro, Scott W. Wood, David R. Farry, Lawrence M. Nestor, Travis J. Kneeland
- Administrative Assistant: Susan M. Hersee
- Chaplain: Dean W. Pederson
- Liquor Agent: Kevin J. DiNapoli
- Police Matrons: Susan M. Hersee, Catherine E. Tinsley, Mia N. Cefalo
- Fire Department: Captain and Fire Prevention Officer Jeffrey W. Baxter, Captain Daniel C. Sullivan, Lieutenant Thomas D. Curran, Lieutenant Gary P. Blaney, Lieutenant Christopher J. Jones, Lieutenant John H. Joyce, Lieutenant Michael T. Binns
- Call Firefighters: Richard C. Bertone, Denzel B. Birth, Benjamin P. Blanchette, Jason E. Braley, Robert Y. Gallinelli, Sean P. McCarthy, Erica R. Poitras, Michael P. Reynolds, Michael D. Schroeder, Leonard K. Tuneburg, William E. Wildes
- Provisional Call Firefighters: Stephen M. Koutrakis, Anthony C. Nickas
- Chaplain: Reverend Michael Duda

- Oil Burner Inspector: Jeffrey W. Baxter
- E. The Community House Sundays in Patton Park Request (5 minutes) CH
- F. Vacation Carryover Requests (5 minutes) JW
- G. Review and Potential Approval Iron Rail Roof Restoration Project Contract (5 minutes) JC
- H. Review and Potential Acceptance of 375th Anniversary Committee Donation (5 minutes) JC
- I. Delegation of the Planning Board as Authorized Enforcement Agency under Chapter XXIV of the Town Wenham General Bylaws, Stormwater Management Bylaw (10 minutes) CH
- J. Potential Approval and Execution of Settler's Lane Quitclaim Deed (5 minutes) JW
- K. Other matters, as may not have been reasonably anticipated by the Chair (Discussion Only) JW

7:50 P.M.

ANTICIPATED ADJOURNMENT

Board of Selectmen Meeting Announcements – May 13, 2019

Jack Wilhelm

1. Mandatory Water Conservation

Effective May 1st, in accordance with the Water Use Restriction By-law, sprinkler use is not allowed between the hours of 9:00am and 5:00pm; however, hand watering with a hose or bucket is acceptable. Mandatory water conservation is in effect from May 1st to September 30th and includes private wells. Please see the Water Department page on the website for more information on Irrigation & Sprinkler Guidelines and Water Conservation Tips. Thank you to all residents for their understanding and cooperation.

2. Pleasant Pond Stickers Now Available

2019 Pleasant Pond Beach parking stickers, for Hamilton or Wenham residents, are available for purchase at the Wenham Police Department or Town Clerk's Office at Wenham Town Hall. The annual fee for your first sticker is \$25 and \$10 for each additional sticker purchased. Annual resident parking stickers are available for Wenham Seniors at a reduced rate of \$10, with no charge for additional stickers. Visit the Pleasant Pond Beach page of the Town website to view the beach regulations and download a parking sticker application.

3. Memorial Day Ceremony

On Monday, May 27th, the Town of Wenham will join in remembering those Veterans we've lost through our annual Memorial Day Parade & Ceremonies. At 11:45am, the Decoration of the Alan B. Cheeseman Memorial at Pingree Park by the American Legion will begin. The parade will form at the Wenham Council on Aging starting at 12:30pm, with a Salute to Colors at 1:00pm. Parade stops will include short ceremonies at Veterans' Memorial and the Civil War Monument and conclude with a ceremony at the Main Street Cemetery. Please contact the Town Administrator's Office with any questions at 978-468-5520 x2.

4. Veterans Pool Opening June 9th

It's time for residents to purchase their Veterans Pool memberships from the Hamilton-Wenham Recreation Department. Pre-season pool hours begin Saturday, June 8th. Visit the Rec. Department online at hwrecreation.com or call 978-468-2178 with questions about the 2019 pool season.

5. Job Opening: Facilities Manager

The Town is currently accepting resumes for the position of Facilities Manager. This is permanent, full-time position and is under general supervision of the DPW Director. The Facilities Manager is responsible for the management, operation, maintenance, and cleaning of all Town buildings. Interested applicants are asked to submit a cover letter and resume by May 27th to the DPW Director via email to sbouvier@wenhamma.gov or by mail here at Wenham Town Hall. More information, including the complete job description, is available on the Job Opportunities page of the Town website.



TOWN OF WENHAM WATER DEPARTMENT

MANDATORY WATER CONSERVATION

Effective May 1, 2019 in accordance with the Water Use Restriction By-law, no sprinklers are allowed between the hours of 9am and 5pm, hand watering by hose or bucket is allowed. The mandatory water conservation is in effect from May 1 to September 30 and includes private wells. We would like to thank all residents for their understanding and cooperation.

IRRIGATION AND SPRINKLER GUIDELINES

How green do you want your lawn? Water bans are a regular occurrence, so maybe a lush, green lawn during a drought won't be possible, but keeping it alive may be. The Wenham Water Department offers these suggestions to help residents use and understand their irrigation systems.

- Every Spring, be sure to have your whole system checked for leaks, broken or clogged heads and make sure the water is going on the lawn, not the driveway or street.
- LEARN HOW TO OPERATE YOUR IRRIGATION SYSTEM, EVEN IF IT IS ONLY TO TURN IT ON OR OFF. The most wasteful way to water a lawn is to set the system in the Spring and shut it off in the Fall.
- If your lawn needs re-seeding, have it before mid-May, or after Labor Day – Never try to start or repair a lawn during the summer.
- As the weather changes – temperature, rainfall etc., your sprinkler schedule needs to be changed as well.
- In the Spring, established lawns almost never need watering. The temperature is cool so evaporation is almost nonexistent.
- It is a fact – lawns are much healthier when they are not watered constantly. The soil needs to dry **some** to allow proper growth.
- With adequate soil, lawns only need water once or twice a week even in hot dry weather. Make sure that you water long enough to soak to the roots, not just wet the top. (1 hour soaking)
- Consider installing a “Smart System”. These computer based controllers automatically determine your water needs based upon rainfall, temperature, humidity and wind. They can save up to 40%.
- Keep an eye on the weather – if rain is in the forecast, don't water. If the predicted rain doesn't come, you can always water later.
- If we do get a substantial amount of rain, shut off the sprinklers until the grass shows signs of needing water. This can be up to two or three weeks.
- The simplest, easiest way to reduce the need for watering, is to not cut the grass too short. During hot, dry weather it should be kept at least 3” high. This is part of the re-education we all need – it may not look quite as groomed, but longer grass needs much less water and fewer chemicals.
- Be mindful of water bans. Wenham always has a seasonal ban on sprinkler use between 9am and 5pm. When the Ipswich River gets low, DEP has mandated that Wenham ban all “NON-ESSENTIAL WATER USE”. This means that your sprinkler system must be shut-off.
- When the cooler fall weather arrives, shut off the system or at least water only once every week or two. This should be as early as Labor Day.
- If you think installing an irrigation well will allow you to waste water, The Massachusetts Department of Environmental Protection has required private wells to follow the same water bans as the public water supply.

Water Conservation Tips

The Wenham Water Department has instituted seasonal water restrictions –

The Town offers the following water conservation tips to help residents through the summer:

1. Water according to the towns' water restriction – watch for updates throughout the summer and early fall.
2. Do not cut the grass too short – keep it at least three inches high; this shades the roots and reduces water loss
3. Hand Water only when and where needed.
4. Use plenty of mulch – mulch provides ground cover that cools the soil, retains moisture and controls weeds
5. Monitor children's water play
6. Use a cover on the swimming pool to reduce the evaporation of water
7. Collect and reuse rain water
8. Consider ways to use graywater, i.e. place a bucket in the shower when you shower and use the extra to water your plants and vegetables
9. Fix all leaks – not only faucets inside the house, but also outdoor faucets and garden hoses.
10. Check your toilets for leaks – put food coloring in the tank and see if it appears in the bowl.
11. Run only full loads in the dishwasher and the washing machine
12. Buy water-efficient appliances – look for the “energy star” label.
13. Finally, conserve, conserve, conserve

Water is a precious commodity which is taken for granted until there is a problem.

PLEASANT POND BEACH

Annual resident parking stickers for Pleasant Pond Beach shall be made available at an annual charge of \$25 for the first sticker and \$10 for each additional sticker purchased for vehicles registered to any Wenham or Hamilton residents. Annual Resident parking stickers are made available to Wenham Senior Citizens at a reduced rate of \$10 with no charge for additional stickers.

Residents of Hamilton or Wenham may purchase a Pleasant Pond Beach Sticker at the Wenham Police Department or Town Clerk's Office at Wenham Town Hall.



Lifeguards will be on duty during the summer months through the Labor Day Weekend. If lifeguards are not on duty, swimming is at your own risk.

Pleasant Pond Beach Rules

Wenham and Hamilton Residents Only Sticker Parking

Alcoholic Beverages Prohibited

Beach Hours are 9 AM to 6 PM

No Littering

No Open Fires

No Loitering After Dark

No Ball Playing on the Beach

No Pets Allowed on the Beach

No Fishing from the Beach Area

No Smoking on the Beach or Grass Area

No Dumping

Fishermen who have a current Massachusetts Fishing License and are actively engaged in Fishing May Park in the Area During Beach Hours.

Non-fishing guests are permitted access to the Beach.

*Rules may be subject to change at the discretion of the Wenham Police Department and/or the Wenham Board of Selectmen.

Important Pool Information

CONTACT INFORMATION

Recreation Office: (978) 468-2178 (prior to pool opening)

Pool Office: (978) 626-5280

MEMBERSHIP REGISTRATION

Memberships are **ONLY** available to residents of Ham-
ilton or Wenham. Registration will open starting on
Monday, March 4th. Memberships may be made online,
in person, or over the phone. If the membership is not
purchased in person, arrangements must be made with
the Recreation Department to receive your passes.

MEMBERSHIP CARDS

Membership cards must be brought to the pool to gain
access. Please make sure to bring **YOUR** own card and
not someone else's. Staff may seek further information
from the membership holder if deemed necessary.

PAYMENT

Memberships can be purchased via check or credit card,
drop in fees can be paid at the pool by cash or check.
Credit Card/ATM transactions are unavailable at the
pool.

NON-RESIDENTS

Non-Residents may not enter the pool unless they are
accompanying a resident with a guest pass. Information
on how to obtain a guest pass is below in the member-
ship page

WEATHER CLOSURES

The Pool will close immediately at the first sign of
lightning, thunder or severe weather and remain closed
for at least 30 minutes. The pool will not re-open until
30 minutes has passed without any additional sign of
lightning, thunder or severe weather. During this time
patrons will not be allowed to remain within the pool
enclosure.

HEALTH AND SAFETY CLOSURES

In the event the pool water chemistry fails to comply
with state regulations the pool will be closed to bathers
until the water chemistry is brought back into com-
pliance. Please make sure to take a cleansing shower
before entering the pool.

EMERGENCY PROCEDURES

In the event of an injury or missing person, please notify
the Pool Office immediately.

Returning Membership Holders

Membership cards purchased previously will be auto-
matically activated if a membership is purchased for
this season. A new membership card is only needed
for first time membership holders.

POOL RENTALS

The Recreation Department will be renting out the
pool on Sunday evenings between 6:30-8:00pm,
please contact the office if you are interested. Prices
will vary depending on the size of your group and
the number of lifeguards needed. If space and/or
staffing is available more than one group may rent
the pool on the same date.

Open Swim Hours of Operation

(Swimmers Must Exit Water 15 minutes Prior to Close)

June 8th - June 23rd (Pre-Season)

Monday - Friday	2:00pm - 7:30pm
Saturday	11am - 7:30pm
Sunday	11am - 6:30pm

June 24th - August 18th (Regular Season)

Monday - Friday	12:30pm - 7:30pm
Saturday	11am - 7:30pm
Sunday	11am - 7pm

August 19th - August 25th (Post Season)

Daily	11am - 7pm
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The schedule for the 4th of July, and August 26th - September 1st will be released at a later date.

WE HAVE WIBITS!

A schedule of when the Wibits will be available for use will be released weekly during the summer. Please note that there will be no lap swim lane when the wibits are in use.





MEMORIAL DAY EXERCISES

May 27, 2019

- 11:45am Decoration of the Alan B. Cheeseman Memorial by the American Legion
- 12:30pm Parade forms at American Legion Headquarters (Wenham COA)
- 1:00pm Salute to Colors

AMERICAN LEGION HEADQUARTERS (Wenham COA) Honors Decoration of the Memorial Stone and G.A.R. Memorial

Parade Route: March east on School St, left on Perkins, left on Bruce Lane, left on Arbor (where there will be a short ceremony at the Veteran's Memorial), right behind Civil War Memorial (another short ceremony), merge onto Main Street and continue to the Wenham Cemetery.

VETERAN'S MEMORIAL

CIVIL WAR MONUMENT

THE CEMETERY



Town of Wenham

Highway Department
91 Grapevine Road
Wenham, MA 01984

Bill Tyack, DPW Director
TEL 978-468-5520 ext. 6 FAX 978-468-8014

JOB POSTING

POSITION POSTING: Facilities Manager

APPLICATION PROCESS:

All interested applicants are required to submit a resume and letter of interest to DPW Department Office at the Town Hall (c/o Sheila Bouvier). All such submittals can be emailed to sbouvier@wenhamma.gov or mailed/hand delivered to:

Wenham Town Hall
DPW Director, Attn: Sheila Bouvier
138 Main St
Wenham, MA 01984

Submittal Deadline: The Town will start to review resumes May 27; the position will remain open until filled.

Additional information regarding the posted position is available at the Town Hall and can be obtained by either visiting Sheila Bouvier at the above listed address, by calling her at 978-468-5520 ext. 6, or by going to the Town website, www.wenhamma.gov.

Facilities Manager

Status:	Permanent / Full-time	40 hours/week
Department:	DPW Department	
Start Date:	Position Open until Filled	
Compensation:	\$54,652 - \$69,336 Annually	

Requirements: Associates degree, with coursework in facilities management or a similar area of study, or an apprentice level in the trades and three to up to five years of experience in a related field, or any equivalent combination. Massachusetts Class D Drivers license required.

Job Description: Under general supervision of the DPW Director, position is responsible for the management, operation, maintenance, and cleaning of all Town buildings. Ensures all municipal building are properly maintained by independently performing a wide range of maintenance and repair functions, including minor carpentry, electrical, HVAC, and plumbing repairs, and by providing supervision of staff and coordinating with contractors on more complex projects as needed.

BOARD OF SELECTMEN MEETING
May 13, 2019

**CONSENT AGENDA
DRAFT MOTION**

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

BOARD OF SELECTMEN MEETING

May 13, 2019

CONSENT AGENDA

A.

Meeting Minutes

- Open Session:
February 21, 2019

TOWN OF WENHAM
Board of Selectmen
Meeting of February 21, 2019
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Tuesday February 21, 2019 at 5 pm in the Selectmen Chambers.

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

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

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

Call to Order - With a quorum present, Ms. Harrison called the BOS meeting to order at 6:01 pm

Selectmen present: Catherine Harrison, Chair; John Clemenzi, Vice Chair

Not present: Jack Wilhelm, Clerk

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

Public Information

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

Executive Session - Water Superintendent

Vote: Ms. Harrison moved to enter into Executive Session under M.G.L. Ch. 30A, § 21(3) – To discuss strategy with respect to collective bargaining or litigation if the chair declares that an open meeting may have a detrimental effect on the bargaining or litigation position of the regarding contract negotiations with the Water Superintendent, and to return to open session. The motion carried unanimously by roll call vote.

The BOS returned to open session at 6:21 pm.

Announcements

- Warrant Hearing – Monday, April 1, 2019 7:00 pm, Buker Elementary Multi-Purpose Room
- WVIS Luncheon – Saturday, April 6, 2019 12:00 pm, Buker Elementary Multi-Purpose Room
- Annual Town Meeting – Saturday, April 6, 2019 1:00 pm, Buker Elementary Perkins Auditorium
- Annual Town Elections – Thursday, April 11, 2019 7:00 am – 8:00 pm, Town Hall

Consent Agenda

Vote: Ms. Harrison moved to approve all items in the Consent Agenda as presented with the Executive Session Meeting minutes of December 4, and December 11 to be HELD until further notice and the Executive Session Joint with CPC meeting minutes from January 15, 2019 to be released. The motion carried unanimously.

A. Minutes

1. Open Session: December 1, 2018; December 4, 2018; December 11, 2018; December 18, 2018; January 15, 2019; February 5, 2019; February 5, 2019 Joint with HWRS, Wenham FinCom, Hamilton BOS, Hamilton FinCom
2. Executive Session: December 4, 2018; December 11, 2018; January 15, 2019 (1) Joint with CPC

B. American Diabetes Association, Tour de Cure Race, Sunday, May 19, 2019

C. Hamilton-Wenham Friends of the Arts, Melody Miles Road Race, Saturday, May 25, 2019

New Business

- Vote to Place Adoption of MGL Chapter 59 Section 5 Clause Forty First C 1/2 to the April 2019 Ballot
 - Article 26: Local Acceptance: Modification to Senior Circuit Breaker Tax Exemption Program
 - Clause 41 C 1/2 Senior Tax Exemption Wenham Estimates Based on FY18 Values
 - Clause 41 C 1/2 Property Tax Exemption for Seniors, Division of Local Services Information Guideline Release

DRAFT- CH

Vote: Mr. Clemenz moved and it was seconded, to place the adoption of MGL Chapter 59, Section 5, Clause Forty-First C 1/2 on the 2019 Annual Town Election Ballot in the form of the following question: "Shall G.L. c.59, §5, Clause Forty First C 1/2, granting real estate property tax reductions to qualifying senior citizens, be accepted?" Under Discussion.

Mr. Lombardi reviewed this was an article on the 2018 Town Meeting that passed to be placed on the 2019 ballot. This updates the Town's policy to mirror the state's income eligibility standards of the senior Circuit Breaker Program. The age was also reduced from 70 to 65. The rebate per person will vary depending on home value. The projection is that there are 90 seniors eligible to participate in town.

The Overlay Budget for FY20 was increased from \$135,000 to \$195,000 in anticipation of this passing at the ballot.
The motion carried unanimously.

- Review and Potential Approval of Accela Master Services Agreement for Shared Inspectional Service E-Permitting Platform
 - Proposed Accela Master Services Agreement

Vote: Mr. Clemenz moved, and it was seconded, to approve and execute the Accela Master Services Agreement as presented for the Shared Inspectional services E-Permitting platform. Under discussion

Mr. Lombardi gave a brief overview of the value of the Accela program which is used, in part, for electronic permitting. The Town received about \$40,000 from the Community Compact IT grant for initial set up /design/ training to transition to this new software platform. This allows residents and contractors to file electronically and includes data storage and aggregating capabilities.

The Town of Hamilton previously had no electronic permitting system and is coming in under Wenham's grant funding. Going forward Hamilton will share the annual cost through the Inter Municipal Agreement for shared inspectional services.

This also includes ties in with the Land Use Departments and provides updates on actions by the Boards/Committees.

The motion carried unanimously.

Old Business

- Update on Town Administrator Search Process
 - Memo regarding Interim Town Administrator Candidates from P. Lombardi, February 20, 2019

Ms. Harrison announced the Board of Selectmen would interview three potential candidates, on Monday February 25, in open session and anticipated to select one of the candidates at the regular BOS meeting the following evening. Pending a successful contract negotiation, the interim Town Administrator would work with Mr. Lombardi prior to his leaving and start in the position in April for up to 6 months. The interim manager is expected to work 25-35 hours a week.

The public and staff were encouraged to give feedback to the BOS after the interviews through the Town Administrator office.

Ms. Harrison noted that the BOS had previously agreed to use a consulting firm to assist with searching for a permanent Town Administrator. Request for Quotes will be sent to three consulting firms; these interviews will be held March 19.

The BOS will continue to discuss a screening Committee, the charge and composition.

- Maple Woods Senior Affordable Housing Project Update
 - FY20 CPA Appropriations: Anticipated Motions/CPC Recommendations
 - CPA Fund Balances FY2020 Planning Document

Ms. Harrison reported the Town was waiting for final Settlement Documents from the mediation of the parties and was currently working from the Term Sheet. After Settlement Documents are approved there must be a joint motion from the litigants and the Town to the court that it remand the Comprehensive Permit back to the Zoning Board of Appeals for a new Public Hearing.

The Community Preservation Committee voted to recommend to Town Meeting to fund the Harborlight/ Maple Woods project application for \$ 750,000 with contingencies.

The Town is waiting for an independent appraisal report for 62 Maple Street from Shannon Company.

- FY20 Budget Update
 - Email regarding FY20 Budget Workbook with HWRSD Final Budget and BOS & FinCom Priorities from Peter Lombardi, Town Administrator, February 19, 2019
 - Town of Wenham FY 20 Recommended Budget, February 19, 2019
 - FY20 Budget Requests Above Level Services, Aggregated BOS and FinCom Feedback – February 14, 2019

Ms. Harrison complimented the Finance Committee for their thoughtful discussion and observed they had a good grasp on the different parts of the budget.

Mr. Lombardi gave a brief update and overview of the town budget and school overrides on the Town Meeting Warrant. He noted many capital and service items were not included in the initial budget to keep the budget as tight as possible. He noted both the BOS and the Finance Committee prioritized these and agreed to add the following into the FY20 operating budget:

- o Increase Finance Assistant position by 3 hours a week
- o Increase hourly rate to COA Administrative Clerk & Van Drivers / Town Clerk Assistant internal/external market rate
- o Addition of IT back up and disaster recovery services
- o Level funding of highway capital
- o New protective gear /air packs for firefighters; this purchase would be split between FY20 and FY21.

The total impact to add these items back into the FY20 Budget \$107,000.

With the addition of these items in the Town's operating budget, the operating override for the school increased from \$560,000 to \$665,000.

Mr. Lombardi summarized a lengthy discussion the BOS and FinCom had regarding the cost of \$40,000 for loose leaf pick-up and if it should remain in the FY20 budget. It was agreed to make a motion on town meeting floor to reduce/remove this line from the budget due to the impact to the budget. It was observed the Town could transition to a bagged leaf pick-up service by Casella, annual cost about \$12,000. Not only would this free up the DPW to do work in-house that is currently being contracted out during the 2 months the DPW is doing leaf pickup, i.e. landscaping costs and stormwater testing, but also reduce expenses related to loose leaf pick-up for equipment, equipment repairs/maintenance, and fuel (\$13,000).

Also discussed was to whether or not to replace the DPW backhoe. The DPW Director has indicated that a new backhoe could wait until FY21 with options to rent a backhoe or borrow one from Hamilton in an emergency.

Mr. Lombardi noted that the concept of a special purpose stabilization fund for school enrollment shift costs did not meet the criteria to fund enrollment shift.

The BOS will finalize the budget Tuesday night and close the warrant.

Adjourn- The BOS unanimously adjourned at 7:20 pm.

Respectfully Submitted By
Catherine Tinsley
3.11.19

BOARD OF SELECTMEN MEETING

May 13, 2019

CONSENT AGENDA

B.

One Day Liquor License Request

Wenham Museum

Summer Soiree

132 Main Street

Saturday, June 8, 2019

5:00pm – 8:00pm

- One Day Liquor License Application
- Event Flyer
- Certificates of Insurance
- Serve Safe & Tips Certifications
- Check for \$50
- Email recommendation from Tom Perkins, WPD Chief, May 9, 2019
- Email recommendation from Jeff Baxter, WFD Captain, May 9, 2019
- Email recommendation from Jackie Bresnahan, Permitting Coordinator & Special Projects Manager, May 9, 2019



Town of Wenham
Board of Selectmen

Application for Special License
(One Day) Liquor License

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

Event Title:	Summer Soiree
Date of Event:	Saturday, June 8, 2019
Start Time:	5
Expected End Time:	8pm
Address of Event:	132 Main Street
# of People Expected to Attend:	150
Open to Public or Private Event?	Private
Type of Event? <small>(fundraiser, party, golf tournament, etc.)</small>	Fundraiser
Event Location Description: <small>(private home, public area, function hall, etc.)</small>	The Wenham Museum
Indoor or Outdoor Event?	Indoor
Bar or Liquor Service Vehicles?	No
Contact Name:	Kathleen Feldman
Company/Organization Name:	The Wenham Museum
Phone Number:	978-468-2377 x 128
Email Address:	<u>Kathleen.feldman@wenhammuseum.org</u>

Requesting a License for Sale of:

☒ All Alcoholic Beverages (non-profits only) \$50

☐ Malt and Wine (for profit companies) \$100

The Licensed Activity or Enterprise is:

☒ Non-Profit (May sell all forms of liquor)

☐ For Profit (May sell wines and malt beverages only)

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

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

Kathleen Feldman
Signature

4/23/19
Date

Kathleen Feldman
Print Name



Please join us for our Summer Soirée fundraising event!

Saturday, June 8, 2019

5:00 – 8:00 p.m.

Wenham Museum | 132 Main Street, Wenham, Massachusetts

\$200 Per Person To Benefit the Wenham Museum

This summer, the Wenham Museum will be holding a Summer Soirée to celebrate the successes of the last several years:

- The rapid completion of a \$500,000 campaign to create a new, state-of-the-art exhibition on local equestrian history and culture called *Equestrian Histories*. Event attendees will be the first to see this exhibition, which opens in June 2019.
- The Patton Family's generous donation of the Patton Family Archives, valued at \$1.9 million, to the Wenham Museum. This vast private collection represents the lives of Joanne Holbrook Patton, Major General George Smith Patton, General George S. Patton, Jr. and their families on the North Shore and beyond.
- Growth in museum engagement over the last several years, with annual visitation increasing from 22,000 people per year to over 35,000, and over 1,000 member households surpassed in 2018.
- With our new Strategic Plan, a renewed commitment to local history and community stories through local artifact protection and high-quality programs and exhibits for the museum's multi-generational audience.

These achievements are the direct result of community support from donors and businesses like you.

Wenham Museum will be transformed through exterior tenting, lighting, flowers and décor for a festive Summer Soirée. This cocktail affair will feature heavy hors d'oeuvres, a hosted bar, a live screening of the Belmont Stakes, unique auction items, live music, and the opportunity for guests to be among the first to tour the landmark *Equestrian Histories* exhibition.

Saturday, June 8, 2019

5:00 – 8:00 p.m.

Wenham Museum | 132 Main Street, Wenham, Massachusetts

\$200 Per Person

To Benefit the Wenham Museum

Program of Events

5:00 p.m. Cocktail Hour

6:30 p.m. Live Stream of the Belmont Stakes

7:00 p.m. Brief Remarks

7:15 p.m. Live Auction

8:00 p.m. Event Concludes

All Evening: The new, state-of-the-art *Equestrian Histories* exhibition will be open during the duration of the event. All guests are encouraged to tour this wonderful installation in the museum's newly refreshed first floor galleries.

CERTIFICATION
CARD

Validation Code: C1167379149055904

Basic Life Support

BLS for Healthcare Providers and Professional Rescuers

Robert Delisle

has successfully completed and competently performed
the required knowledge and skill objectives for this
Basic Life Support (CPR and AED) program.

Jeremy Nestor

Authorized Instructor (Print Name)

2039311

Registry No.

02/23/2018

Class Completion Date

978-356-9622

Training Center Phone No.

2/2020

Expiration Date

Y2861

Training Center I.D.



**AMERICAN SAFETY &
HEALTH INSTITUTE**

ECR-18-0716

This card certifies the above named individual has successfully completed the required objectives and hands-on skill evaluations to the satisfaction of a currently authorized ASHI Instructor. This program conforms to the 2015 AHA Guidelines Update for CPR and ECC. Expiration date may not exceed two years from month of class completion.

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

RAPHAEL LBBERTY

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination,
which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

13306826

CERTIFICATE NUMBER

5129

EXAM FORM NUMBER

2/24/2016

DATE OF EXAMINATION

2/24/2021

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



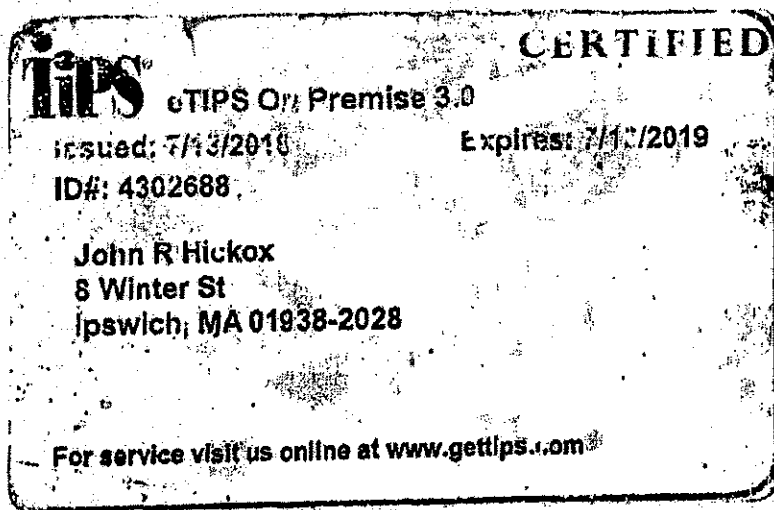
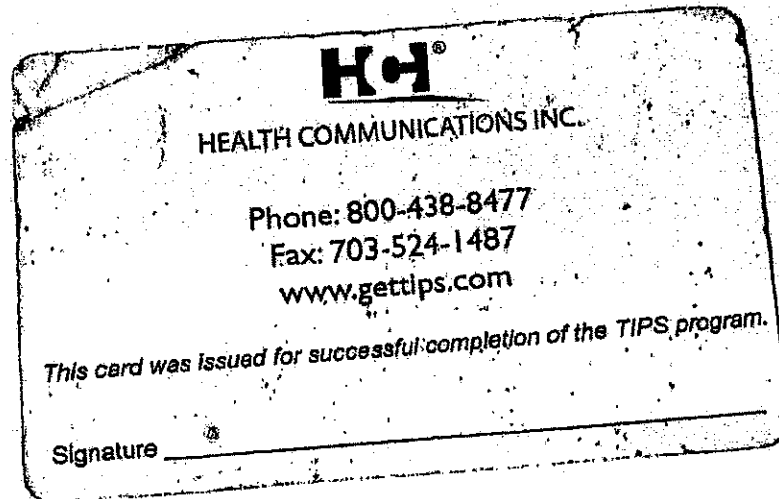
#0655

Sherman Brown
Sherman Brown
SVP, National Restaurant Association Education



In accordance with Maritime Labour Convention 2006, Part A, Section 1, 1.1.1.1, the following information is provided:
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National Restaurant Association, 175 W. Jackson Blvd., Suite 1500, Chicago, IL 60604 or ServSafe@restaurant.org

Contact us with questions at 175 W Jackson Blvd, Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2019

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

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

PRODUCER
Nicholas A Console Insurance Agency Inc
200 Lake St Suite 201B
Peabody, MA 01960

CONTACT NAME: Gail Conlin
PHONE (A/C, No. Ext): 978-223-4037 FAX (A/C, No): 978-656-6389
E-MAIL ADDRESS:

INSURED
Vinwood Food Services, Inc. Vinwood Caterers
3 Union Street
Ipswich, MA 01938

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company of America	25666
INSURER B: Travelers Casualty Insurance Company of America	19046
INSURER C: Travelers Indemnity Company	25658
INSURER D: Hartford Insurance Company of the Midwest	37478
INSURER E: Illinois Union Insurance Company	A0334
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD - WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		680K816312	04/13/2019	04/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>		BA8K816489	04/13/2019	04/13/2020	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 5,000		CUP8K816570	04/13/2019	04/13/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	08WECAB4MDV	04/16/2019	04/16/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Liquor Law Liability		LQRMF144202894	04/17/2019	04/17/2020	Each Common Cause Aggregate Limit \$ 1,000,000 \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Vinwood Food Service, Inc.
3 Union Street
Ipswich, MA 01938

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2019

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

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

PRODUCER Leslie Ray Insurance Agency, Inc. 129 Dodge Street Beverly MA 01915	CONTACT NAME: Lauren Goldman PHONE (A/C, No, Ext): (978) 927-2600 FAX (A/C, No): (978) 927-8938 E-MAIL ADDRESS: laureng@leslieray.com
INSURED Wenham Historical Assoc. and Museum, Inc. 132 Main Street Wenham MA 01984	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: Norfolk & Dedham Mutual Fire Ins Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18-19 Term w/Updated WC

REVISION NUMBER:

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


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

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

Event: 6/8/19 Town of Wenham is listed as additional insured

CERTIFICATE HOLDER

CANCELLATION

Town of Wenham 138 Main Street Wenham MA 01984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

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

Salem Five Cents Savings Bank
53-7055/2113

6878

04/25/2019

PAY TO THE
ORDER OF Town of Wenham

\$ 50.00

Fifty and 00/100*****

DOLLARS

PROTECTED AGAINST FRAUD

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

MEMO

Justin Z. Mon

6878

04/25/2019

Town of Wenham

Liquor permit

50.00

11111 Cash:Operating:Cash - Salem 5

50.00

Nicole Roebuck

From: Tom Perkins
Sent: Wednesday, May 08, 2019 4:20 PM
To: Nicole Roebuck
Cc: Sue Hersee
Subject: RE: One Day Liquor License Request - Wenham Museum - Summer Soiree, Saturday, June 8, 2019

Yes, I will have Sue call over tomorrow. I am otherwise fine with event.

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

978-468-5500 Extension 220

CONFIDENTIALITY:

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From: Nicole Roebuck
Sent: Wednesday, May 8, 2019 2:35 PM
To: Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter; Jacqueline Bresnahan
Subject: One Day Liquor License Request - Wenham Museum - Summer Soiree, Saturday, June 8, 2019

Please see the attached request from the Wenham Museum for a One Day Liquor License for the Summer Soiree on Saturday, June 8, 2019 from 5:00pm – 8:00pm expecting 150 attendees. Tom, will you guys reach out to the museum regarding their possible need for a detail?

Please reply with your recommendation, as this item will be included on the Monday, May 13th BOS Agenda.

Thank you,
Nicci

Nicci Roebuck
Executive Assistant
Town Administrator's Office

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

Nicole Roebuck

From: Jeff Baxter
Sent: Wednesday, May 08, 2019 3:14 PM
To: Nicole Roebuck; Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jacqueline Bresnahan
Subject: RE: One Day Liquor License Request - Wenham Museum - Summer Soiree, Saturday, June 8, 2019

Nicci
They are good with fire.

Thank you,
Jeffrey Baxter
Captain

Wenham Fire Department
140 Main St.
Wenham, MA 01984
Ph: 978-468-5508
Fax: 978-468-5509
Email: JBaxter@wenhamma.gov

This message and its contents are confidential and are intended for the use of the addressee only, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, this serves as notice that any unauthorized distribution, duplication, printing, or any other use is strictly prohibited. If you feel you have received this email in error, please delete the message and notify the sender so that we may prevent future occurrences

From: Nicole Roebuck
Sent: Wednesday, May 08, 2019 2:36 PM
To: Tom Perkins <tperkins@wenhamma.gov>; Kevin Dinapoli <KDiNapoli@wenhamma.gov>; Stephen B. Kavanagh <SKavanagh4@wenhamma.gov>; Jeff Baxter <JBaxter@wenhamma.gov>; Jacqueline Bresnahan <JBresnahan@wenhamma.gov>
Subject: One Day Liquor License Request - Wenham Museum - Summer Soiree, Saturday, June 8, 2019

Please see the attached request from the Wenham Museum for a One Day Liquor License for the Summer Soiree on Saturday, June 8, 2019 from 5:00pm – 8:00pm expecting 150 attendees. Tom, will you guys reach out to the museum regarding their possible need for a detail?

Please reply with your recommendation, as this item will be included on the Monday, May 13th BOS Agenda.

Thank you,
Nicci

Nicole Roebuck

From: Jacqueline Bresnahan
Sent: Wednesday, May 08, 2019 2:40 PM
To: Nicole Roebuck
Subject: RE: One Day Liquor License Request - Wenham Museum - Summer Soiree, Saturday, June 8, 2019

All set with Building.

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

From: Nicole Roebuck
Sent: Wednesday, May 08, 2019 2:36 PM
To: Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter; Jacqueline Bresnahan
Subject: One Day Liquor License Request - Wenham Museum - Summer Soiree, Saturday, June 8, 2019

Please see the attached request from the Wenham Museum for a One Day Liquor License for the Summer Soiree on Saturday, June 8, 2019 from 5:00pm – 8:00pm expecting 150 attendees. Tom, will you guys reach out to the museum regarding their possible need for a detail?

Please reply with your recommendation, as this item will be included on the Monday, May 13th BOS Agenda.

Thank you,
Nicci

Nicci Roebuck
Executive Assistant
Town Administrator's Office

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

BOARD OF SELECTMEN MEETING

May 13, 2019

CONSENT AGENDA

C.

One Day Liquor License Request

Academy of Penguin Hall

Hamilton-Wenham Rotary Scholarship Fundraiser

36 Essex Street

Saturday, June 15, 2019

6:00pm – 11:00pm

- One Day Liquor License Application
- Event Flyer
- Certificates of Insurance
- Serve Safe & Tips Certifications
- Check for \$50
- Email recommendation from Tom Perkins, WPD Chief, May 9, 2019
- Email recommendation from Jeff Baxter, WFD Captain, May 9, 2019
- Email recommendation from Jackie Bresnahan, Permitting Coordinator & Special Projects Manager, May 9, 2019



Town of Wenham
Board of Selectmen

Application for Special License
(One Day) Liquor License

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

Event Title:	<i>Henriksen - Wenham Rotary Scholarship Fundraiser</i>
Date of Event:	<i>June 15, 2019</i>
Start Time:	<i>6:00 pm</i>
Expected End Time:	<i>11:00 pm</i>
Address of Event:	<i>36 Essex St.</i>
# of People Expected to Attend:	<i>100</i>
Open to Public or Private Event?	<i>Private</i>
Type of Event? <small>(fundraiser, party, golf tournament, etc.)</small>	<i>Fundraiser</i>
Event Location Description: <small>(private home, public area, function hall, etc.)</small>	<i>Private School</i>
Indoor or Outdoor Event?	<i>Indoor</i>
Bar or Liquor Service Vehicles?	<i>No</i>
Contact Name:	<i>Molly Martins</i>
Company/Organization Name:	<i>The Academy at Penguin Hall</i>
Phone Number:	<i>978-536-1171</i>
Email Address:	<i>mmartins@penguinhall.org</i>

Requesting a License for Sale of:

☒ All Alcoholic Beverages (non-profits only) \$50

☐ Malt and Wine (for profit companies) \$100

The Licensed Activity or Enterprise is:

☒ Non-Profit (May sell all forms of liquor)

☐ For Profit (May sell wines and malt beverages only)

Is the license for a dining hall maintained by an incorporated educational institution authorized to grant degrees? _____

Please inform the Wenham Police Department of your function if your expected attendees will exceed 75 guests at least one week prior to your event, as a police detail may be required. All outdoor events will require a designated area for liquor consumption and a police detail if open to the general public regardless of the number of attendees.

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

Molly Martins
Signature

4-29-19
Date

Molly Martins
Print Name



A fundraiser to die for!

(Well, sort of. Read on.)

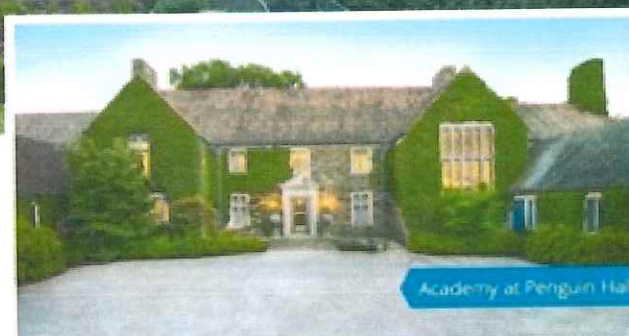
SAVE THE DATE!

Saturday, June 15
The Academy at Penguin Hall
6 P.M.

The Hamilton-Wenham Rotary's annual fundraiser for student scholarships will have a new twist this year: a highly entertaining, professionally guided and interactive "murder mystery" called "Best Laid Plans." Eat, drink, and solve a crime!

Tickets are \$75 per person. Get your money's worth in the first hour and the rest is free!

Added bonus: Learn more about our co-sponsor, the Academy at Penguin Hall— an independent college preparatory high school for young women, founded in 2015.



Academy at Penguin Hall

WHAT TO EXPECT:

- A majestic venue. Penguin Hall was once the estate of Ruby Boyer Miller, a friend of famed Antarctic explorer Admiral Richard Byrd, who gifted the bronze birds that stand guard at the courtyard entrance.
- Cash bar and heavy hors d'oeuvres.
- Murder, Mystery, Intrigue.
- Pleasant company. Rotarians are your fun-loving friends, neighbors, coworkers. And fun-loving.
- A Great Gatsby motif. Period dress optional but welcome!
- Raffles and auctions.
- Did we mention the intrigue?
- A warm afterglow—raising money for student scholarships!

For ticket information, email
Hamilton-Wenham-rotary@outlook.com



ACADE-2 OP ID: LK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2019

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

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PRODUCER DeSanctis Insurance Agcy, Inc. 100 Unicorn Park Drive Woburn, MA 01801	CONTACT NAME: PHONE (A/C, No, Ext): 781-935-8480 FAX (A/C, No): 781-933-5645 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance Company INSURER B : Travelers INSURER C : INSURER D : INSURER E : INSURER F :
INSURED The Academy at Penguin Hall, Inc. 36 Essex St. Wenham, MA 01984	NAIC # 19259

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:			S2207634	05/31/2018	05/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A9106692	05/31/2018	05/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NONE			S2207634	05/31/2018	05/31/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A			WC9033357 MA	05/31/2018	05/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	EPLI/D&O			106526604	05/31/2018	05/31/2019	Limits \$1M/\$1M Agg

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

Coverage for School operations at 36 Essex st., Wenham, MA. "Additional insureds limits are no greater than those required by written contract" Town of Wenham is an additional insured as respects to the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

Town of Wenham 138 Main Street Wenham, MA 01984	WENHA-4
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 	

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ServSafe

National Restaurant Association

BOSTON
FOOD SAFETY

BostonFoodSafety.com

(978) 710-0128

ServSafe® CERTIFICATION

ANTONIO BETTENCOURT

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

17146588

CERTIFICATE NUMBER

10668

EXAM FORM NUMBER

11/20/2018

DATE OF EXAMINATION

11/20/2023

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

A handwritten signature in black ink, reading 'Sherman Brown'.

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2, Standard A3.2)

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(711081)

v.17.11

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.

The Academy at Penguin Hall
36 Essex Street
Wenham, MA 01984

Georgetown Bank
Georgetown, MA 01833
53-7135/2113

0612

5/1/2019

PAY TO THE ORDER OF Town of Wenham

\$**50.00

Fifty and 00/100***** DOLLARS

Town of Wenham
138 Main Street
Wenham, MA 01984

Nancy Bracks MP

MEMO



The Academy at Penguin Hall

0612

Town of Wenham			5/1/2019		
Date	Type	Reference	Original Amt.	Balance Due	Discount
4/30/2019	Bill		50.00	50.00	
				Check Amount	50.00
					Payment 50.00

Georgetown OP 50.00

Nicole Roebuck

From: Tom Perkins
Sent: Wednesday, May 08, 2019 4:21 PM
To: Nicole Roebuck
Subject: RE: One Day Liquor License - APH - Rotary Scholarship Fundraiser, June 15, 2019

Yes, we will reach out. Fine otherwise. Thanks, Tom

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

978-468-5500 Extension 220

CONFIDENTIALITY:

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From: Nicole Roebuck
Sent: Wednesday, May 8, 2019 2:37 PM
To: Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter; Jacqueline Bresnahan
Subject: One Day Liquor License - APH - Rotary Scholarship Fundraiser, June 15, 2019

Please see the attached request from the Academy at Penguin Hall for a One Day Liquor License for the Rotary Scholarship Fundraiser on Saturday, June 15, 2019 from 6:00pm – 11:00pm expecting 100 attendees. Tom, will you guys reach out to the museum regarding their possible need for a detail?

Please reply with your recommendation, as this item will be included on the Monday, May 13th BOS Agenda.

Thank you,
Nicci

Nicci Roebuck
Executive Assistant
Town Administrator's Office

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

Nicole Roebuck

From: Jeff Baxter
Sent: Wednesday, May 08, 2019 3:16 PM
To: Nicole Roebuck; Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jacqueline Bresnahan
Subject: RE: One Day Liquor License - APH - Rotary Scholarship Fundraiser, June 15, 2019

Nicci
They are good with fire

Thank you,
Jeffrey Baxter
Captain

Wenham Fire Department
140 Main St.
Wenham, MA 01984
Ph: 978-468-5508
Fax: 978-468-5509
Email: jbaxter@wenhamma.gov

This message and its contents are confidential and are intended for the use of the addressee only, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, this serves as notice that any unauthorized distribution, duplication, printing, or any other use is strictly prohibited. If you feel you have received this email in error, please delete the message and notify the sender so that we may prevent future occurrences

From: Nicole Roebuck
Sent: Wednesday, May 08, 2019 2:37 PM
To: Tom Perkins <tperkins@wenhamma.gov>; Kevin Dinapoli <KDINapoli@wenhamma.gov>; Stephen B. Kavanagh <SKavanagh4@wenhamma.gov>; Jeff Baxter <JBaxter@wenhamma.gov>; Jacqueline Bresnahan <JBresnahan@wenhamma.gov>
Subject: One Day Liquor License - APH - Rotary Scholarship Fundraiser, June 15, 2019

Please see the attached request from the Academy at Penguin Hall for a One Day Liquor License for the Rotary Scholarship Fundraiser on Saturday, June 15, 2019 from 6:00pm – 11:00pm expecting 100 attendees. Tom, will you guys reach out to the museum regarding their possible need for a detail?

Please reply with your recommendation, as this item will be included on the Monday, May 13th BOS Agenda.

Thank you,
Nicci

Nicole Roebuck

From: Jacqueline Bresnahan
Sent: Wednesday, May 08, 2019 2:40 PM
To: Nicole Roebuck
Subject: RE: One Day Liquor License - APH - Rotary Scholarship Fundraiser, June 15, 2019

All set with Building.

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

From: Nicole Roebuck
Sent: Wednesday, May 08, 2019 2:37 PM
To: Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter; Jacqueline Bresnahan
Subject: One Day Liquor License - APH - Rotary Scholarship Fundraiser, June 15, 2019

Please see the attached request from the Academy at Penguin Hall for a One Day Liquor License for the Rotary Scholarship Fundraiser on Saturday, June 15, 2019 from 6:00pm – 11:00pm expecting 100 attendees. Tom, will you guys reach out to the museum regarding their possible need for a detail?

Please reply with your recommendation, as this item will be included on the Monday, May 13th BOS Agenda.

Thank you,
Nicci

Nicci Roebuck
Executive Assistant
Town Administrator's Office

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

BOARD OF SELECTMEN MEETING

May 13, 2019

NEW BUSINESS

D.

Appointments

(20 minutes)

- **Town Administrator Screening Committee:** Alexander J. Begin, Daniel P. Curran, Harriet P. Davis, Dorothy A. Goudie, Sarah F. Johnson, Michael S. Lucy, Paul E. Mendonca, Trudy Reid, Alison T. Calandra, Mary E. (Maribeth) Ting, William F. Weihs, Erica H. Wilson, Fredrick S. Woodland, Jr.
 - Draft Motion
 - Town Administrator Screening Committee Appointment List
 - Letters of Interest
- **Board of Registrars:** Christine M. Burns, Randall L. (Randy) Craig, Daniel P. Curran, Jeffrey A. Ham, Michael J. Hammerl, Roney Hilliard (Hilly) Ebling, Nancy G. Ghiskey
 - Draft Motion
 - Board of Registrars Appointment List
 - Memo from Dianne Bucco, Town Clerk, March 27, 2019
 - Letters of Interest
- **Police Department**
 - Draft Motion
 - List of requested FY20 Appointments from Chief Thomas Perkins
- **Fire Department**
 - Draft Motion
 - List of requested FY20 Appointments from Chief Stephen Kavanagh

BOARD OF SELECTMEN MEETING

May 13, 2019

DRAFT MOTION

**Town Administrator Screening Committee
Appointments**

➤ Vote: I move to appoint:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____, and

7. _____

to the Town Administrator Screening Committee for a term beginning on
May 13, 2019 and ending December 31, 2019.

Seconded / Discussion/ Vote

Town Administrator Screening Committee Appointments

<i>Letters of Interest</i>	<i>Jack</i>	<i>John</i>	<i>Catherine</i>
Alexander J. Begin			
Daniel P. Curran			
Harriet P. Davis			
Dorothy A. Goudie			
Sarah F. Johnson			
Michael S. Lucy			
Paul E. Mendonca			
Trudy Reid			
Alison T. Calandra			
Mary E. (Maribeth) Ting			
William F. Weihs			
Erica H. Wilson			
Frederick S. Woodland, Jr.			


Nicole Roebuck

From: A Begin
Sent: Thursday, May 02, 2019 8:40 AM
To: Nicole Roebuck
Cc: Catherine Harrison
Subject: Wenham TA Search

Hi Nicci,

I hope you're well. I just wanted to pass along a quick note to express interest in being a part of Wenham's search for Peter's replacement. Having worked closely with the Town Administrator and other department heads over the last few years, I have an understanding of the role, and in particular an appreciation for the overall approach to fulfilling its responsibilities.

The Town Administrator plays a significant role in the management of the town, partnering with departments, boards and committees, and the method of doing so can have a big impact on financial efficiency, governance, transparency, personnel, and more. Given our small staff, fiscal challenges, and need to provide a great place to work and service, we've got a big task ahead of us to find someone who in turn has big shoes to fill, and I'm happy to be a part of the process if I can.

Best regards,
Alex


Sent from my iPhone

Nicole Roebuck

From: Curran, Dan <dcurran@k12.somerville.ma.us>
Sent: Monday, April 22, 2019 3:43 PM
To: Nicole Roebuck

To Whom it may concern,

My name is Dan Curran and I would be interested serving on the selection committee for the new town manager. I would bring a unique perspective with me to the committee, I have served as a firefighter in a local community, Work in municipal government and participate in hiring committees regularly as part of my job. I would also represent the view point of a younger resident of the community who has lived here for their entire life.

Sincerely

Dan Curran CAA
38 Arbor st. Wenham

Assistant Director of Athletics and Intramurals
Somerville Public Schools
617-625-6600 x6114
Dcurran@k12.somerville.ma.us

[Click here to register for athletics](#)

Follow us on twitter: @SPS_MS Athletics

"I came to believe that a leader isn't good because they're right; they're good because they're willing to learn and to trust."

Gen. Stanely A McChrystal

Nicole Roebuck

From: Harriet Davis <Hpddavis@aol.com>
Sent: Tuesday, May 07, 2019 11:15 AM
To: Nicole Roebuck
Cc: JWilhelm
Subject: TA screening committee

Nicci,

I have been encouraged to submit a letter of interest for this committee given that I have served under all of our previous executive secretaries and town administrators as well as was a member of the last screening committee and will bring long term perspective to the screening process.

I was one of only four at last night's final MRI Public forum but found it useful to explore both the revised MRI screening process and their assessment of the potential candidate pool.

Regards,

Harriet

Harriet Davis
(978) 468-4804
Sent from my iPad Mini

Nicole Roebuck

From: Dorothy Goudie <goudiefamily@comcast.net>
Sent: Thursday, April 25, 2019 3:45 PM
To: Nicole Roebuck
Subject: Search committee.

Hi Nicky,

Having served on the search committee for the new Library Director, I think I could put all that learned experience to good use on the search committee for our new Town Administrator.

Do you need anything else?

Dorothy Goudie

Nicole Roebuck

From: Sarah Johnson <sarahf.johnson@verizon.net>
Sent: Tuesday, May 07, 2019 10:10 PM
To: Nicole Roebuck
Subject: Letter of Interest

Hi Nicole,

I sent you an email tonight from the website and the subject was letter of interest. I'm interested in the Screening Committee. I know I am a day late. I had meetings last night and tonight. My schedule will slow down after our town meeting on the 14th.

Did you get it?

Best
Sarah

Sent from Yahoo Mail for iPhone <<https://overview.mail.yahoo.com/?src=iOS>>

10 Wallis Drive
Wenham, MA 01984

Dear Nicci:

I am contacting you to provide my Letter of Interest to serve on the Search Committee for the next Town Administrator.

Best Regards,

Mike

Michael S. Lucy

May 7, 2019

To: Wenham Board of Selectmen

Re: Town Administrator Screening Committee

Paul Mendonca 38 Arbor Street Wenham request to serve on the above referenced committee.

Relevant experience is as follows:

Employment with Wilson Foods included Labor Relations, salary plan development for non-bargaining unit employees. Administration of seven self-insured medical Dental and Vision plans covering over 13,000 employees and retiree in the continental United States. He later managed the transition of the medical plans to John Hancock for claim approval. Staff reviewed Hancock approval.

Midwest Quality Beef (MQB) was an acquisition by a former Vice President Wilson Foods. The role at MQB was as Labor Relations and Human Resource manager. That ventured failed

John Morrell and Company offered interim employment in a troubled Plant in Arkansas City, Kansas Mendonca worked with the Amalgamated Meat Cutters and Bucher Workers Union to reduce 350 third step grievances.

Newly Weds Foods, the creator of the ice cream cake role entered the business of Batters, Breaders and Bread Crumbs in Watertown, MA. In this role all supervisors, production and maintenance workers were hired and trained. As time passed a second shift was started and later a third shift. Mendonca worked with the Director of the Unemployment Division and had a State employee on premises to work with UI office for referrals, prescreen potential applicants for interview with Mendonca on Newly Weds site. Masters Business Administration was completed.

Mendonca was recruited by T.C. Edwards & Co, Certified Public Accountants as Firm Administrator and was certified by the Security and Exchange Commission. T.C. Edwards was a woman owned business and won a contract with the Federal Deposit Insurance Company to audit failed banks. The Firm then solicited a contract to assist the Resolution Trust Company to closed failed Savings Banks and Savings and Loans.

In this role Mendonca was tasked with business development, human resources, staffing and costing for the bid for each bank closing. Mendonca recruited, screened and developed a professional and trustworthy cadre of short term employees to work with permanent staff CPA's. The process was to enter the bank on Friday and advise the employees of the bank closing to value the assets and provide FDIC with a buy out figure.

In this role of Firm Administrator, Mendonca bid on a Massachusetts State Treasurer bid solicitation and won a contract to conduct audits of Massachusetts Treasury targeted businesses to find unreported abandoned property. The Resolution Trust was closed.

Mendonca went on to work for the Executive Office of Labor and Workforce Development in a human resources/recruitment role and management of a Welfare to Work Program with the Department of Transitional Assistance (DTA). This program utilized the Career Centers across the State (16 regions). In this role Mendonca worked with managers at the DTA to monitor the staff's management of the DTA referrals Job search activity and placement.

Nicole Roebuck

From: Trudy Reid
Sent: Saturday, April 06, 2019 11:51 AM
To: Nicole Roebuck
Subject: Search committee

Nicci, please consider this email as my interest in participating on the search committee for a new town administrator. I participated last year and I feel I can contribute effectively with my experience as a town resident, Town Clerk and Moderator.

If there is additional information you need from me please let me know.

Thank you
Trudy

Sent from my iPhone

Nicole Roebuck

From: Alison Thompson <white.thistle@gmail.com>
Sent: Tuesday, April 23, 2019 10:52 AM
To: Nicole Roebuck
Subject: Town Administrator Screening Committee

Dear Ms. Roebuck,

My name is Alison Thompson Calandra, and I would be interested in serving on the Town Administrator Screening Committee. My husband Mark and I live at 10 Foster Street and previously lived at 60 Topsfield Road, Wenham.

For many years I worked as a Clinical Social Worker (LICSW) and I am currently semi-retired. I was also on the staff at the Ipswich Museum and the Lexington Historical Society in administrative roles. It is important to carefully review all the candidates, and use a fair and consistent process to screen them according to the criteria set forth by the Selectmen and Townspeople.

Thank you for your consideration. Please let me know if you need any more information.

All best,
Alison

--

Alison Thompson
(978) 998-2789

Nicole Roebuck

From: Maribeth Ting <mbting@verizon.net>
Sent: Tuesday, May 07, 2019 4:24 PM
To: Nicole Roebuck
Subject: Screening committee

Good afternoon Nicci

I would like to express my interest in serving on the screening committee for the next Town Manager. Finding the right person to serve in this capacity is so important for the future of our town and I will like to contribute.

Thank you so much,

Maribeth Ting
Sent from my iPhone

April 16, 2019

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

Subject: Town Manager – Search Committee

Dear Sir,

I would appreciate you sharing this letter of interest to the appropriate individuals who oversee the Town Manager's Search Committee and its appointees.

I would like to express my interest in joining the Town of Wenham's Town Manager Search Committee. I have been a resident of Wenham for nearly 20 years and along with my wife, have raised our children in Wenham. In addition, I have worked on several town-related issues with our previous Town Manager, Peter Lombardi. Peter served our town very well during his tenure. I know first-hand that the Town Manager will be a critical position to insure a fiscally healthy and operationally strong town of nearly 4,000 residents.

In addition, I have previously served on multiple search committees both professionally and in the not-for-profit industries. For each search, a collaborative approach is necessary both with the executive search firm itself and all members of the search committee. In fact, each member of the search committee must perform a thorough and detailed due diligence of each finalist, to insure a fully vetted and qualified individual is selected. I would be pleased to serve in this capacity and would welcome an opportunity to be a member of the Town Manager's Search Committee.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'William Weihs', with a long horizontal line extending to the right.

William (Bill) Weihs
11 Kimball Avenue

Nicole Roebuck

From: Erica Wilson <ericahwilson@gmail.com>
Sent: Tuesday, April 09, 2019 9:48 AM
To: Nicole Roebuck
Subject: Screening Committee
Attachments: Erica H Wilson.docx

Good morning,

My name is Erica Wilson and I have been a Wenham resident for 7+ years, currently living on Larch Row.. I would like to volunteer for the screening committee for the Town Administrator. By way of background, I am a 20+ year attorney, having worked for General Electric for 15 years and currently Berkshire Hathaway. My area of expertise is regulatory in nature and specific to insurance. My current resume is attached to provide further detail regarding my educational and professional background. In addition, I have two children in the school system. I would very much like to volunteer my time and services to help the town procure the most qualified Administrator possible and look forward to the opportunity to discuss this position further.

Thank you
Erica Wilson
978.821.2729

ERICA H. WILSON

53 Larch Row, Wenham MA 01984 * ericahwilson@gmail.com *

SUMMARY:

Accomplished attorney with extensive corporate experience spanning both domestic and international operations. Detailed knowledge of insurance operations, compliance & ethics, regulatory compliance, corporate governance, board/audit committee oversight, data privacy, business operations, contracts, litigation management and other areas of the law critical to a corporate law department.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE, Boston, MA

Vice President, Assistant General Counsel, Deputy Compliance Officer (Feb 2016 - Present)

- Manage enterprise-wide global comprehensive compliance program including privacy, business ethics, insider trading, information security, anti-corruption, document retention, litigation holds, conflicts of interest, data security, data transfer, data breach response, compliance policies, trainings, FCPA, OFAC and any other economic or trade sanctions
- Oversee continuing regulatory compliance for state specific requirements for multiple product lines
- Collaborate with IT and other functions to ensure global data privacy regulations are met
- Manage day-to-day operations, monitor performance and provide consistent, reliable and accurate reporting on the state of legal/operational compliance to executive leaders
- Identify potential areas of compliance risk and develop corrective action plans for and provide general guidance on future protocols and future monitoring
- Assist and oversee the compliance obligations of the company's foreign subsidiaries and branches with particular focus on Canada
- Support legal department initiatives by building effective relationships to achieve compliance goals by successfully collaborating with other functions
- Provide oversight/management for all market conduct examinations
- Manage team of attorneys responsible for providing support regarding state filings and business specific needs

GENERAL ELECTRIC - OIL & GAS, Billerica, MA

Senior Counsel/ Global Compliance Leader (August 2014 – January 2016)

- Provided legal counsel to the Bently Nevada product line (asset condition monitoring), which included approximately 2,000 employees. Responsibilities included day to day legal and compliance advice to the operations of the business on a broad range of legal issues, including commercial matters, channel partner management, assessing business risk, contract interpretation, M&A activity, IP, insurance and other relevant matters
- Global Compliance Leader for Measurement & Control business, which included 10,000 employees and 30+ global locations. Responsibilities included providing ongoing advice, support and oversight related to compliance issues, including the implementation of compliance programs, adherence to GE's code of conduct, investigations and risk assessments.

ELECTRIC INSURANCE COMPANY ("EIC"), Beverly, MA

EIC is a subsidiary of the General Electric Company (2001-2014)

Associate General Counsel & Corporate Secretary (Jan 2008 – August 2014)

- Oversight of all corporate governance activities (EIC and subs), including determination of Board priorities, minutes, resolutions, calendars, consent votes, by-laws, communications with independent directors
- Oversight of Audit Committee, including determination of Committee priorities, charter, minutes, calendars, audit committee website
- Deep involvement in developing and leading enterprise-wide compliance program including policy development, all-employee training and company-wide risk assessment in accordance with the Federal Sentencing Guidelines
- Contributor to company-wide enterprise risk management, including recommendations for ERM structure enhancements and reporting to audit committee
- Review, creation, negotiation and oversight of all enterprise-wide contracts, including software licenses, hardware, and other vendor contracts
- Responsible for multiple and varied corporate legal endeavors, including creation of LLC, dissolution of subsidiary, intra-company agreements, custodial agreements, D&O and E&O renewals, real estate transactions, fund review for private equity investment, M&A activities
- Coordinate responses to attorney general investigations. Coordinate with regulatory group on as needed basis regarding varied issues including compliance with privacy regulations, external audits, premium refunds
- Lead investigator on targeted internal issues
- Member of security incident response team, which includes responding to and addressing issues of fraud and criminality perpetrated against the company
- Management of outside counsel on a variety of matters
- Control over all intellectual property activities including trademark registration and trademark disputes
- Review of all marketing and advertising materials
- Collaboration with human resources on company policies
- Functional ownership over international program (EU & Canada), which included focus on corporate governance, regulatory compliance and operations
- Management of multiple departmental budgets
- Oversight of cross functional team as well as corporate legal department

International Insurance Counsel (2006 –2010)

- Development and oversight of EIC's first global initiatives - establishing a subsidiary in Dublin and a branch in Toronto for the purpose of issuing liability policies to General Electric in the EU and Canada.
- Extensive management of large cross-functional team to develop and execute operating processes for international insurance programs
- Oversight of international corporate governance functions; including subsidiary board meetings and committee meetings
- Coordination of and reporting to executive staff to ensure consistency with core goals
- Management of multiple external international and domestic relationships, including customers, vendors
- Primary contact for all international regulatory issues
- Collaboration and execution of long-term and short-term strategic goals for international casualty program

Environmental Litigation Counsel (2003 - 2006)

- Managed welding fume litigation (mass toxic tort) for GE, which included over 2,000 cases and 12,000 claimants in 15 jurisdictions as well as a consolidated federal docket. Also managed other toxic mass torts. Legal budgets for these matters exceeded \$14 million dollars annually.

Litigation Manager (2001 – 2003)

- Managed all bad faith litigation arising out of EIC's personal lines business. Responsibilities included management of outside counsel, internal investigation, file review; response to DOI, and reporting to executive staff.
- Managed personal lines litigation (auto, home, excess), which included caseload of over 125 cases with exposures up to \$5,000,000. Responsibilities included setting legal and indemnity reserves, active management of outside counsel, determining case strategy, negotiating settlements, attending mediations and reporting to executive staff

Officer/Director positions:

Corporate Secretary: Bently Nevada, Inc

Corporate Secretary: Electric Insurance Company

Corporate Secretary: EIC Agency, Elm Insurance Company, EIC Electric of Texas

Director: Electric Insurance of Ireland, Ltd.

Steering Committee Chairperson & Privacy Officer: EIC – Canadian Branch

EIC Activities/Accolades:

- Participated in 2007 Leadership Development pilot program
- Recipient of 2007 CEO Award for management of International Casualty Program
- Recipient of 2012 CEO Award for legal support of the Investment Team

Morrison Mahoney & Miller, Boston, MA
Environmental Coverage/Litigation Associate

August 1998 – April 2001

Responsibilities included analyzing liability policies for coverage determination; drafting coverage opinions; conducting extensive research of complex coverage case law and statutory code throughout the U.S.; responding to and drafting discovery requests; drafting analytical memoranda; drafting motions and memoranda in support thereof, negotiating settlement of claims and communicating with clients. Also supported Reinsurance department throughout various arbitration proceedings.

One Beacon Insurance Company, Boston, MA
Paralegal/Environmental Coverage Litigation Unit
(Concurrent with law school attendance)

July 1994 – August 1998

New England School of Law, Boston, MA
J.D., 1998 (Evening Division)

Boston University, Boston, MA
B.A., 1993, International Relations

Other:

President/Board member of the TriROK Foundation, Inc. – a non-profit organization dedicated to helping families get healthy and active thru triathlon training.

Nicole Roebuck

From: Rick Woodland <rickwoodland8@gmail.com>
Sent: Thursday, April 25, 2019 8:29 PM
To: Nicole Roebuck
Cc: Catherine Harrison
Subject: Re: Town Administrator Screening Committee

Hi Nicci,

I would like to be considered for an appointment to the Screening Committee for the new Town Administrator. Please let me know if there is any other information I can provide.

Thank you.

On Thu, Apr 25, 2019 at 12:14 PM Nicole Roebuck <NRoebuck@wenhamma.gov> wrote:

Hi Rick,

Thanks for your email. The group will be responsible for narrowing down the list of candidates provided by MRI from their recruitment process using the criteria set by the selectmen and townspeople at the Public Forums on May 6th. The goal of the Screening Committee will be to recommend the finalists who will be interviewed for selection by the Board of Selectmen.

Appointments to the Screening Committee will likely occur in late May. Though the exact meeting schedule won't be determined until appointments have been made, the schedule will likely include attending a few evening meetings in mid June lasting 1-2 hours and one Saturday meeting in late June lasting approximately 7-8 hours.

Let me know if you have any additional questions and/or would like to submit your interest.

Thank you,

Nicci

Nicci Roebuck

Executive Assistant

Town Administrator's Office

Town of Wenham

138 Main Street, Wenham, MA 01984

978-468-5520 x2

From: Rick Woodland [mailto:rickwoodland8@gmail.com]

Sent: Wednesday, April 24, 2019 7:32 PM

To: Nicole Roebuck

Subject: Town Administrator Screening Committee

Hi Nicci.

I would like to learn more about participating in the Town Administrator Screening Committee. I might be interested in joining.

Thanks.

-r.

BOARD OF SELECTMEN MEETING

May 13, 2019

DRAFT MOTION

Board of Registrars

Appointments

Republican Party representative filling remaining term

➤ Vote: I move to appoint:

1. _____

to the Board of Registrars for a term beginning May 13, 2019 and ending March 31, 2020.

Democratic Party representative filling open seat

➤ Vote: I move to appoint:

2. _____

to the Board of Registrars for a term beginning May 13, 2019 and ending March 31, 2022.

Seconded / Discussion/ Vote

Board of Registrars Appointments

One Registrar to be appointed from each party listed

Republican Party

<i>Letters of Interest</i>	<i>Jack</i>	<i>John</i>	<i>Catherine</i>
Randall L. Craig			
Daniel P. Curran			
Jeffrey A. Ham			
Michael J. Hammerl			
Roney Hilliard Ebling			

Democratic Party

<i>Letters of Interest</i>	<i>Jack</i>	<i>John</i>	<i>Catherine</i>
Christine M. Burns			
Nancy G. Ghrisky			

Request to the BOS for BOR appointments

RECEIVED-TOWN CLERK
WENHAM, MA 01984

2019 MAR 27 AM 10:48

As of March 25, our temporary registrar's duties were completed as we signed the residency hearing decision.

This position is a republican seat and has a term through March 30, 2020.

Here are the residents interested in being appointed to this position:

Randall L. (Randy) Craig,

Jeffrey A. Ham,

Michael J. Hammerl,

Roney Hilliard (Hilly) Ebling

Daniel P. Curran

Attached are their letters of interest as well as the email recommending them from the chair of the Wenham Republican Committee.

Polly Beyer has chosen to not seek re-appointment.

As of March 30, 2019, this unenrolled or Democratic seat has a term of three years ending March 30, 2022.

The residents interested in being appointed to this position are:

Christine M. Burns and Nancy G. (Gigi) Ghriskey

Attached are their letters of interest. I did not get any response from the chair of the Wenham Democratic committee.

Dianne Bucco

From: Paul Mendonca <paul.e.mendonca@gmail.com>
Sent: Wednesday, February 27, 2019 11:49 AM
To: Peter Lombardi; Dianne Bucco
Cc: Tom Tanous; Harriet Davis; Angus West; Peter Gajeski; Ditty Mulry; Lisa Terranova
Subject: Republican Candidates for ~~two~~ Board Registrars openings are as follows:

Randy Craig,
Jeff Ham,
Michael Hammerl,
Hilly Ebling
Dan Curran

Thank you for your time and consideration in this important matter.
Paul Mendonca

March 19, 2019

Christine M. Burns
99 Larch Row
Wenham, MA 01984

Board of Selectmen
Town of Wenham
138 Main Street
Wenham, MA 01984

Dear Board Members:

I received a letter from Dianne Bucco, Wenham Town Clerk, informing me of a vacancy for a 3 year term on the Wenham Board of Registrars. After reading the Board of Registrars pamphlet from the State, as well as the Wenham handbook, and speaking with Dianne about the commitment, I am writing to request consideration to become a new member of the Wenham Board of Registrars.

I have lived in Wenham, and owned a home here since 1990, first at 60 Walnut Road, then at 90 Cherry Street, and now on Larch Row. I have been a registered voter for the same period. I have a long relationship with the Town; I was a teacher in town for many years, at Notre Dame Children's Class on Grapevine Road and now am employed by the town as a Library Assistant at the Hamilton Wenham Public Library.

I raised my family here and have enjoyed all that Wenham offers its residents. I would welcome the opportunity to serve the town in this capacity as a new member of the Wenham Board of Registrars.

Thank you for considering me for this position,

Christine M. Burns
cmrburns@gmail.com

[REDACTED]

Nicole Roebuck

From: Dianne Bucco
Sent: Wednesday, May 08, 2019 1:02 PM
To: Nicole Roebuck
Subject: randy craigs intention

Dianne K. Bucco, CMC, CMMC
Wenham Town Clerk
Justice of the Peace
138 Main Street, Wenham, MA 01984
978-468-5520 x1
dbucco@wenhamma.gov
www.facebook.com/WenhamTownClerk

-----Original Message-----

From: Randall Craig [mailto:rcraiga1@gmail.com]
Sent: Thursday, February 21, 2019 3:12 PM
To: Dianne Bucco
Subject: Registrars position

Dianne
Please this email as an acknowledgment that I am interested in being appointed as one of the town registrars of Wenham.
Thank you

Randy Craig

[REDACTED]

Dianne Bucco

From: Dan Curran <curran.danielp@gmail.com>
Sent: Monday, February 25, 2019 10:21 AM
To: Dianne Bucco
Subject: Re: BOR

To whom it may concern,
I am requesting that I be re-appointed to the Wenham Board of Registrars, This would be to fill the seat that I had vacated.

Sincerely,
Daniel P Curran

On Fri, Feb 22, 2019 at 1:08 PM Dianne Bucco <DBucco@wenhamma.gov> wrote:

Hi Dan

So unfortunately you cannot retract a resignation but you can submit another letter of interest to be re-appointed.

We would need that by Monday and an email is fine.

I hope you are ok and that we can get this to work out.

Dianne

Dianne K. Bucco, CMC, CMMC
Wenham Town Clerk
Justice of the Peace
138 Main Street, Wenham, MA 01984
978-468-5520 x1
dbucco@wenhamma.gov
www.facebook.com/WenhamTownClerk

-----Original Message-----

From: Dan Curran [<mailto:curran.danielp@gmail.com>]
Sent: Thursday, February 21, 2019 5:34 PM
To: Dianne Bucco; Peter Lombardi
Subject: BOR

Cab I retract my resignation, i will be staying in town after all

Sent from my iPhone

To: Wenham Board of Selectman

CC: Wenham Town Clerk

From: Jeffrey Ham

Re: Vacant position on Board of Registrars

Dear Board of Selectman,

I understand that there is a search on for 3 candidates to fill a vacant position on the Board of Registrars for the Town of Wenham. Please consider this letter as my formal declaration of interest in becoming one of the candidates for this position. I understand that this is a 1 year term.

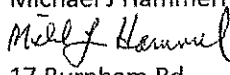
Respectfully Submitted,

Jeffrey A. Ham
20 Eddel Ave
Wenham, MA 01984

2/22/2019

To: Board of Selectman

My name is Michael Hammerl and I am a 25 year Wenham resident and registered Republican. I am not currently on any other board or committee in town. I am interested in the 1 year term position on the Board of Registrars. I feel this would be a good opportunity to give back in a small way.

Michael J Hammerl

17 Burnham Rd
Wenham, MA 01984

Dianne Bucco

From: Hilly Ebling <hillyebling@gmail.com>
Sent: Monday, February 25, 2019 5:32 PM
To: Dianne Bucco
Subject: Re: here are the attachments

Dianne, I will volunteer for this committee if accepted!

Many Thanks,

Hilly Ebling

Sent from my iPhone
[REDACTED]

On 25 Feb 2019, at 9:55 am, Dianne Bucco <DBucco@wenhamma.gov> wrote:

Hi Hilly
Thank you for your interest.
Normally the BOR in Wenham does very little.
Their primary responsibility is ensuring the sanctity of elections and running any recounts if need be.
We are also the board who ensures that our voter list is correct.
Right now we do have a residency hearing on our plate and have a hearing scheduled for March 6 at 6pm.
If you are interested, I would need a letter of interest, an email can suffice.
The position is appointed so the BOS will need any letter of interest ASAP
Dianne

*Dianne K. Bucco, CMC, CMMC
Wenham Town Clerk
Justice of the Peace
138 Main Street, Wenham, MA 01984
978-468-5520 x1
dbucco@wenhamma.gov
www.facebook.com/WenhamTownClerk*

From: Hilly Ebling [<mailto:hillyebling@gmail.com>]
Sent: Friday, February 22, 2019 3:37 PM
To: Dianne Bucco
Subject: Re: here are the attachments

Dianne, how many meetings are we expected to be involved with? Time commitment when on duty?

I will be back shortly -

Sent from my iPhone
Cell 978-973-9222

Dianne Bucco

From: Gigi Ghriskey <gigighriskey@gmail.com>
Sent: Wednesday, March 13, 2019 6:40 AM
To: Dianne Bucco
Subject: Re: Registrar opening

Dear Dianne,

Thank you for meeting with me today and for clarifying the responsibilities of the Town of Wenham Board of Registrars.

I would be happy to serve on this Board and fulfill the duties of this position.

Thank you for your consideration.

Gigi Ghriskey

On Thu, Mar 7, 2019 at 9:30 AM Dianne Bucco <DBucco@wenhamma.gov> wrote:

Ms. Ghriskey,

You are receiving this letter from me because the Town of Wenham Board of Registrars will have a vacancy for a 3 year term. We are searching for a Wenham resident who is a registered Democrat who is not presently on any other board or committee in Town and your name came up.

I have attached the Board of Registrars pamphlet from the State as well as the Wenham handbook so you can see what responsibilities for which you would be responsible if you chose to be involved.

Please let me know if you are interested and include a letter of interest to the Board of Selectmen by Friday March 22nd.

Thank you for considering this opportunity,

Dianne

Dianne K. Bucco, CMC, CMMC

Wenham Town Clerk

Justice of the Peace

138 Main Street, Wenham, MA 01984

978-468-5520 x1

dbucco@wenhamma.gov

BOARD OF SELECTMEN MEETING

May 13, 2019

DRAFT MOTION

Wenham Police Department Appointments

- **Vote:** I move to appoint the Wenham Police Department, from the list below, for one (1) year terms beginning July 1, 2019 and ending June 30, 2020.

Chief: Thomas C. Perkins
Captain: Kevin J. DiNapoli
Sergeant: Michael J. Mscisz
Sergeant: Christopher J. Machain
Patrolman: David T. Marsh
Patrolman: Mia N. Cefalo
Patrolman: Amanda L. Cecchini
Patrolman: Chad M. Labrie
Patrolman: Jason Lucontoni
Patrolman: Reini Perez

Administrative Assistant: Susan M. Hersee
Chaplain: Dean W. Pederson
Liquor Agent: Kevin J. DiNapoli

Police Matrons:
Susan M. Hersee
Catherine E. Tinsley
Mia N. Cefalo

Reserve Officers:
Michael F. Perry
Steven T. Farinato
John C. Freitas
Brian J. Pratt
Richard J. Sherry
Christopher T. Sanborn
Shawn T. Tinsley
Wesley S. Izidoro
Scott W. Wood
David R. Farry
Lawrence M. Nestor
Travis J. Kneeland

Seconded / Discussion/ Vote

Police Department FY20 Appointments
Received from Chief Perkins 05.08.19

Chief Thomas C. Perkins
Captain Kevin J. DiNapoli
Sergeant Michael J. Mscisz
Sergeant Christopher J. Machain
Patrolman David T. Marsh
Patrolman Mia N. Cefalo
Patrolman Amanda L. Cecchini
Patrolman Chad P. Labrie
Patrolman Jason Lucontoni no middle initial
Patrolman Reini Perez no middle initial
Administrative Asst.: Susan M. Hersee
Chaplain: Dean W. Pedersen
Keeper of the Lockup: ?
Liquor Agent: Kevin J. DiNapoli

Reserve Officers

Michael F. Perry
Steven T. Farinato
John C. Freitas
Brian J. Pratt
Richard J. Sherry
Christopher T. Sanborn
Shawn T. Tinsley
Wesley S. Izidoro
Scott W. Wood
David R. Farry
Lawrence M. Nestor
Stephen Lovely-he has resigned
Travis J. Kneeland

Police Matrons

Susan M. Hersee
Catherine Tinsley don't know middle initial
Mia N. Cefalo

BOARD OF SELECTMEN MEETING

May 13, 2019

DRAFT MOTION

Wenham Fire Department Appointments

- **Vote:** I move to appoint the Wenham Fire Department, from the list below,
for one (1) year terms beginning on July 1, 2019 and ending June 30, 2020.

Captain and Fire Prevention Officer: Jeffrey W. Baxter

Captain: Daniel C. Sullivan

Lieutenant: Thomas D. Curran

Lieutenant: Gary P. Blaney

Lieutenant: Christopher J. Jones

Lieutenant: John H. Joyce

Acting Lieutenant: Michael T. Binns

Provisional Call Firefighters:

Stephen M. Koutrakis

Anthony C. Nickas

Chaplain: Reverend Michael Duda

Oil Burner Inspector: Jeffrey W. Baxter

Call Firefighters:

Richard C. Bertone

Denzel B. Birth

Benjamin P. Blanchette

Jason E. Braley

Robert Y. Gallinelli

Sean P. McCarthy

David T. Marsh

Erica R. Poitras

Michael P. Reynolds

Michael D. Schroeder

Leonard K. Tuneburg

William E. Wildes

Seconded / Discussion/ Vote

Fire Department FY20 Appointments
Received from Chief Kavanagh 05.08.19

Stephen B. Kavanagh, Chief
Jeffrey W. Baxter, Captain, Fire Prev. Officer
Daniel C. Sullivan, Call Captain
Thomas D. Curran, Call Lieutenant
Gary P. Blaney, Call Lieutenant
John H. Joyce, Lieutenant
Christopher J. Jones, Call Lieutenant
Michael T. Binns, Call Lieutenant
Richard C. Bertone, Call Firefighter
Denzel B. Birth, Call Firefighter
Benjamin P. Blanchette, Call Firefighter
Jason E. Braley, Call Firefighter
Robert Y. Gallinelli, Call Firefighter
Sean P. McCarthy, Call Firefighter
Erica R. Poitras, Call Firefighter
Michael P. Reynolds, Call Firefighter
Michael D. Schroeder, Call Firefighter
Leonard K. Tuneburg, Call Firefighter
William E. Wildes, Call Firefighter
Stephen M. Koutrakis, Provisional Call Firefighter
Anthony C. Nickas, Provisional Call Firefighter
Rev. Michael Duda, Chaplain
Jeffery W. Baxter, Oil Burner Inspector
Stephen B. Kavanagh, Forest Warden

BOARD OF SELECTMEN MEETING

May 13, 2019

NEW BUSINESS

E.

**The Community House
Sundays in Patton Park Request**

- Draft Motion
- Letter regarding funding for Sundays in Patton Park from Melissa Elmer, Executive Director, The Community House, March 19, 2019
- Event Flyer
- Event Sponsorship Form

BOARD OF SELECTMEN MEETING

May 13, 2019

DRAFT MOTION

Sundays in Patton Park Funding Request

- Vote: I move the Board of Selectmen approve The Community House request for \$1,000.00 (or other amount) to help fund Sundays in Patton Park for the 2019 summer season.

Seconded / Discussion/ Vote



Arts • Enrichment • Unity

March 19, 2019

Board of Directors

Heather Ciriello
President

Thad Steward
Vice President

Abby Pardee Albrecht
Secretary

James D. Mark
Treasurer

William Boardman
Kenneth R. Brand
Barbara Cole
Christina Comparato
Stephen Decatur, Jr.
Martha Hale Farrell
Jonathan D.H. Lamb
Brian L. Minich
E. Randall Smolik
Jan V. Soolman
Ken Wilson

Melissa A. Elmer
Executive Director

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

Dear Peter,

The Sunday Concerts in Patton Park program is entering its 18th season of offering free music in the park on eight consecutive Sunday evenings throughout the summer. A committee of volunteers meets throughout the year to plan the concerts from previewing performers, executing contracts, soliciting donations and managing the logistics of making these concerts happen – rain or shine. We would be thrilled if the Town of Wenham was willing to make a financial investment again this year to help this tradition continue.

We are respectfully requesting a renewal of the town's sponsorship commitment of \$1,000 towards the program's expenses, which total approximately \$7,000 per year. We will continue our efforts to secure grant funding and business sponsors to raise the remainder of the funds needed.

Thank you in advance for your consideration. Your contribution is appreciated and will make a GREAT impact on our ability to keep this tradition alive and thriving for another successful season.

Kindest Regards,

Melissa Elmer
Executive Director

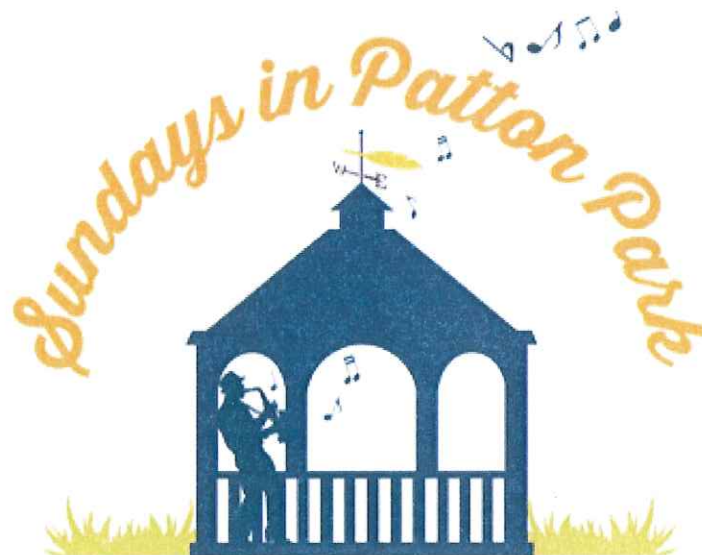
The Community House
284 Bay Road
Hamilton, MA 01982

p 978.468.4818
f 978.468.0178

info@communityhouse.org

www.communityhouse.org

FREE



5PM

♫ SUMMER CONCERT SERIES ♫
ROUTE 1A ♫ HAMILTON ♫

2019 CONCERT SCHEDULE

June 23 Ben Eramo - *Cold Spring Harbor Billy Joel Tribute Band*

June 30 White Heat - *Nationally acclaimed Swing Band*

July 7 Broadway in the Park

July 14 Blue Heartache - *Country, Rock, Blues & Americana*

July 21 Treehouse Charlatans - *Jazz, Bluegrass & Fun Jams!*

July 28 4Ever Fab - *Beatles Tribute Band*

Aug 4 Southern Rail - *New England Bluegrass*

Aug 11 Soul Rebel Project - *Reggae & Caribbean Music*



This program is supported in part through grants from the Hamilton-Warham Cultural Council, a local agency, which is supported by the Massachusetts Cultural Council, a state agency.

For more information, visit communityhouse.org or



RAIN VENUE - ASBURY GROVE TABERNACLE - Lee Park Hamilton 01982



SPONSOR FORM

Thanks to the generosity of community business leaders, local organizations, and individuals, the Sundays in Patton Park Concert Series continues to attract loyal audiences each season. All donations are tax- deductible and help to ensure that this tradition of free, fun, quality entertainment continues.

Donations of \$250 and above will be included on the promotional material along with the SIPP concert schedule.

Deadline to be included in promotional material is May 20, 2019.

SPONSORSHIP LEVELS

- ☐ Summer Season Sponsor \$2500
- ☐ Concert Series Sponsor \$1500
- ☐ Production Partner \$500
- ☐ Supporter \$250

For Production Partners, please indicate here, which concert you wish to directly sponsor: _____

Please complete the information below and mail along with your check to:

The Community House, 284 Bay Road, South Hamilton, MA 01982.

Checks can be made payable to The Community House, memo: SIPP concerts.

Name to appear on promotional material: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ e-mail: _____

Web address: _____

Please forward company logo via email to carolyn@communityhouse.org

☐ Check here to remain anonymous to the public

Thank you for your support!



SIPP 2019

June 23 – Cold Spring Harbor

June 30 – TBA

July 7 – Broadway in the Park presented by Stage 284

July 14 – Blue Heartache

July 21 – Treehouse Charlatans

July 28 – 4Ever Fab

August 4 – Southern Rail

August 11 – Soul Rebel Project

BOARD OF SELECTMEN MEETING

May 13, 2019

NEW BUSINESS

F.

Vacation Carryover Requests

(5 minutes)

- Draft Motion
- Memo from John Petrin, Interim Town Administrator, May 9, 2019

BOARD OF SELECTMEN MEETING

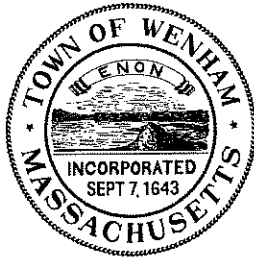
May 13, 2019

DRAFT MOTION

Vacation Carryover Request

- Vote: I move the Board of Selectmen approve the Town Employee Vacation Carryover Request, as detailed in the attached memo, from FY19 into FY20 and to be used by September 30, 2019.

Seconded / Discussion/ Vote



Town of Wenham

Town Hall
138 Main Street
P. O. Box 576
Wenham, MA 01984

Selectmen / Town Administrator

TEL 978-468-5520 X2

FAX 978-468-8014

To: Selectmen
From: John Petrin, Interim Town Administrator
RE: Vacation Carryover Requests
Date: May 9, 2019

The Town has a policy which identifies that all vacation and personal time for each employee must be used by no later than June 30th unless expressly allowed, by vote of the Selectmen, to be carried over to the next fiscal year.

My office has received the following carry-over requests from FY19 to FY20:

Patty Moore	Finance Director	9.11 days / 77.5 hours
Bill Tyack	DPW Director	5 days / 40 hours
Stephen Kavanagh	Fire Chief	10 days / 80 hours
Jeff Baxter	Fire Captain and Fire Prevention Officer	10 days / 80 hours
Kevin DiNapoli	Police Captain	5 days / 40 hours
Michael Mscisz	Police Sergeant	14 days / 112 hours
Jason Lucontoni	Patrolman	5 days / 40 hours
Christopher Holak	Town Accountant	7 days / 56 hours
Jim Reynolds	Council on Aging Director	4.30 days / 28 hours
Sheila Bouvier	DPW Administrative Assistant	3.56 days / 26 hours
Jackie Bresnahan	Permitting & Special Projects Manager	4.88 days / 39.10 hours
Christine Doane	Finance Assistant & Payroll Coordinator	4.61 days / 30 hours

BOARD OF SELECTMEN MEETING

May 13, 2019

NEW BUSINESS

G.

**Review and Potential Approval of Iron Rail Roof
Restoration Project Contract**

(5 minutes)

- Draft Motion
- Notice of Award of Iron Rail Building Roof Restoration Project to Unicon, Inc. from Bill Tyack, DPW Director, May 6, 2019
- Proposed Agreement between the Town of Wenham and Unicon, Inc.

BOARD OF SELECTMEN MEETING

May 13, 2019

DRAFT MOTION

Iron Rail Roof Restoration Contract

- Vote: I move to approve the proposed contract between the Town of Wenham and Unicon, Inc. for the Iron Rail Roof Restoration Project as presented and outlined in the attached Notice of Award dated May 6, 2019.

Seconded / Discussion/ Vote

NOTICE OF AWARD

Date: May 6, 2019

TO: Unicon, Inc.

ADDRESS: 100 Conifer Hill Drive
Suite 406
Danvers, MA 01923

Contract: Iron Rail Building Roof Restoration Project
Town of Wenham

You are hereby notified that your Bid dated May 1, 2019 for the above Contract has been considered and that you are the apparent low bidder for the construction of the above Contract.

The Contract Price of your contract is One Hundred and Thirty-Five Thousand and Eighty Dollars (\$135,080.00). Unit Price items will be charged additionally as specified in your bid as Unit Price Bid Items 1, 2 and 3.

You must comply with the following conditions precedent within fourteen days of the date of this Notice of Award, that is by May 20, 2019.

1. You must deliver to the OWNER three (3) fully executed Agreements.
2. You must deliver with the executed Agreements the Contract Security (Bonds) and Insurance Certificate as specified in Section 6. of the Agreement and Part 4.2 of the Information for Bidders.
3. You must deliver with the executed Agreements a completed IRS Form W-9.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, and to annul this Notice of Award.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with a Notice to Proceed attached.

Bill Tyack, Highway Director
Town of Wenham
138 Main Street
Wenham, MA 01984
(Owner)

AGREEMENT

TOWN OF WENHAM

IRON RAIL BUILDING ROOF RESTORATION PROJECT

THIS AGREEMENT, is executed this _____ day of _____ in the year Two Thousand and Nineteen (herein referred to as the "AGREEMENT") by and between the **Town of Wenham**, Massachusetts acting by and through its Town Administrator, duly authorized therefore, which acts herein solely for said Town of Wenham, Massachusetts and without personal liability to itself, party of the first part, and **Unicon, Inc.**, a corporation with a business address at **100 Conifer Hill Drive, Suite 406, Danvers, MA 01923**, party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised, and agreed and do hereby undertake, promise, and agree, the Town of Wenham for itself, its successors and assigns, and the party of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:

1. Definitions

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning indicated which shall be applicable to both the singular and plural thereof:

1. Whenever in the Contract Documents, or upon the Drawings, the words "as directed," "as ordered," "as requested," "as required," "as permitted," "as instructed," "as designated," "as considered necessary", or words of like important are used, it shall be understood that the direction, order, request, requirement, or permission of the Owner and/or Engineer is intended. Similarly, the words "approved," "acceptable," "suitable," "satisfactory," and words of like importance shall mean approved by, acceptable to, suitable to, or satisfactory to the Owner and/or Engineer.
2. The words "herein," "hereinafter," "hereunder," and words of like import shall be deemed to refer to the Contract Documents.
3. ADDENDA - Written or graphic instruments issued prior to the opening of Bids which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS, and SPECIFICATIONS by additions, deletion, clarifications or corrections.
4. BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed.
5. BIDDER - Any person, firm or corporation submitting a BID for the WORK.
6. CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time.
7. CONSTRUCTION SUPERINTENDENT - That person designated by the Contractor to carry out the provisions of the Contract.
8. CONTRACT BONDS - Bid, Performance, and Labor and Materials Bonds and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.
9. CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
10. CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the Work.
11. CONTRACTOR - The party of the second part as above designated and the person, firm or corporation with whom the Owner has executed the Agreement.
12. DATUM OR LEVELS - The figures given in the Contract and Specifications or upon the Drawings after the work elevation or abbreviation of it, shall mean the distance in feet above mean sea level, the base referenced to the North American Datum (NAD 1983).
13. DRAWINGS - The part of the Contract Drawings that show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.
14. ELEVATION - The figures given on the Drawings or in the other Contract Documents after the word "elevation" or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

15. ENGINEER - The person, firm or corporation duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives. When no Engineer is appointed, the Owner will act as the Engineer.
16. FIELD ORDER - A written order effecting a change on the WORK not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
17. OWNER - The party of the first part as above designated acting through its authorized agents.
18. PROJECT OR CONTRACT - The undertaking to be performed in the Contract Documents.
19. PROJECT REPRESENTATIVE - The authorized representative of the Owner who is assigned to the project site or any part thereof.
20. SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, descriptive literature and other data which are prepared by the Contractor, a Sub-contractor, Manufacturer, Supplier, or distributor which illustrate how specific portions of the Work shall be fabricated and/or installed.
21. SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanships.
22. SUBCONTRACTOR - An individual, firm or corporation, approved by the Owner and Engineer having a direct contract with the Contractor or with any other Sub-contractor for the performance of a part of the Work on the Project.
23. SUBSTANTIAL COMPLETION - That date as certified by the Engineer, through written notice to the Owner, when the construction of the Project or a specified part hereof is sufficiently completed in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it is intended.
24. SUPPLIER - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
25. WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.
26. WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2. The Contract Documents

- A. The AGREEMENT, the INFORMATION FOR BIDDERS, the Contractor's BID as accepted by the Owner, the SPECIFICATIONS, the Drawings, and all Addenda and amendments to any of the foregoing collectively constitute the Contract Documents, and are sometimes herein referred to as the "Contract".
- B. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the AGREEMENT and the provisions of any of the other Contract Documents, the provisions of the AGREEMENT shall prevail.

C. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest amended edition in effect at the time of receipt of the Bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Owner, the Contractor or the Designer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Engineer, or any of the Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of the AGREEMENT.

3. Obligations and Liability of Contractor

A. The Contractor shall do the work and perform and furnish the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the Engineer, and at the prices herein agreed upon therefor.

B. All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and work and material usual and necessary to make the work complete in all its parts, including incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

C. The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

D. The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

E. The Contractor shall indemnify and save harmless the Owner and the Engineer and their officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the Owner, the Engineer or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are

just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Engineer, his officers, agents, servants or employees, against any such damages occasioned solely by defects in maps, drawings, designs or specifications prepared, acquired or used by the Engineer and/or solely by the negligence or fault of the Engineer; and provided further, that the Contractor shall not be required to indemnify the Owner, his officers, agents, servants or employees, against any such damages occasioned solely by acts or omissions of the Owner other than supervisory acts or omissions of the Owner in the Work.

F. The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by and right of the Engineer to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the Engineer to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

G. The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue to be liable for the damage caused.

H. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

I. Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the Owner therefore, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

J. If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

K. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

L. The Contractor shall promptly pay all federal, Commonwealth and local taxes which may be assessed against him in connection with the Work or his operations under the AGREEMENT and/or the

other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

4. Authority of the Engineer

A. The Engineer shall be the sole judge of the intent and meaning of the Drawings and Specifications and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties.

B. The Engineer shall be the Owner's representative during the life of the Contract and he shall observe the Work in progress on behalf of the Owner. He shall have authority (1) to act on behalf of the Owner to the extent expressly provided in the Contract or otherwise in writing; (2) to determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the Contract; and (3) to decide all questions which arise in relation to the Work, the execution thereof, and the fulfillment of the Contract.

C. The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Engineer and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objection thereto he may, within 10 days of having received any such direction, instruction, determination or decision, require that any such direction, instruction, determination or decision be put in writing and within 10 days after receipt of any such writing he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefor, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor requires that any such direction, instruction, determination or decision be put in writing within 10 days of having received such direction, instruction, determination or decision and unless the Contractor files such written protest with the Owner and Engineer within such 10 day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

5. Supervision of Work

A. The Contractor shall be solely responsible for supervision of the Work, shall give the Work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the Engineer in every possible way.

B. At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the Engineer. If, in the opinion of the Engineer, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Engineer; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

6. Insurance

- A. Before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the AGREEMENT the Contractor shall procure and maintain insurance of the types specified in paragraphs D1 to D5, inclusive, below, and to the limits for this insurance specified in Table A at the end of this section. All insurance shall be obtained from companies satisfactory to the Owner.
- B. Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.
- C. The Town of Wenham shall be named as an "additionally insured."
- D. The following types of insurance shall be provided on all policies:
1. Worker's Compensation.
 2. Contractor's Liability.
 3. Certificates from the Contractor naming the Town of Wenham as additionally insured must be received by the Owner prior to initiating the work.
 4. Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.
 5. No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

7. Compliance with Laws

- A. The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall at all times observe and comply with, and cause all his agents, with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Owner, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

8. Provisions Required by Law Deemed Inserted

- A. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted,

then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

9. Permits

A. The Contractor shall, at his own expense, take out and maintain all necessary permits from the county, municipality, or other public authorities; shall give the notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

10. Not to Sublet or Assign

A. The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Owner and the Surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

B. The Contractor shall not sublet or assign work to a subcontractor(s), for a total in excess of fifty (50) percent of the Contract Price, without prior written approval of the Owner and Engineer.

C. The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, suppliers, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall cause appropriate provisions, and applicable Commonwealth or Federal regulations, to be inserted in all subcontractors relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

E. The Contractor's attention is directed to the fact that nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

11. Delay by Owner

A. The Owner may delay the beginning of the Work or any part thereof if the necessary lands or rights-of-way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to any extension of time as hereinafter provided.

12. Time for Completion

A. The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated in Table A at the end of this section, except as otherwise expressly provided herein.

B. Start and Finish Work: Contractors shall be available to begin work at locations designated by the Owner no later than ten (10) business days from the execution of this AGREEMENT or on a schedule

approved by the Owner. Once work has been started, Contractors shall remain on the job until all scheduled work is completed to the satisfaction of the Owner.

C. Timeliness and Approved Delays: Time shall be of the essence regarding performance of each and every portion of contracted work. Work schedules approved by the Owner shall be binding upon the Contractor except for reasonable delays due to the weather, failure of the Owner in the timely performance of any of its prerequisite obligations, or site-related circumstances beyond the control of the Contractor. Extensions of time resulting from such delays are subject to approval by the Owner and may not be unreasonably withheld.

D. The time in which the Work is to be performed and completed is of the essence of this AGREEMENT.

13. Liquidated Damages

A. In case the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended as hereinbefore provided, the Contractor agrees that the Owner shall deduct from the payments due the Contractor each month the sum set forth in Table A at the end of this section for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and, in case such damages shall exceed the amount of all moneys due or to become due the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

14. Request for Service, Response, Failure to Respond

A. The Owner may issue a formal written "Request for Service," calling for performance of the contracted work pursuant to a stated schedule, or for the establishing for a work schedule. Such "Request for Service," may be conveyed by email, telephone, FAX, courier, or U.S. Postal Service. Contractors shall respond to the Owner within twenty-four (24) hours through an employee authorized to commit the Contractor. Failure to meet these obligations may subject Contractors to suffer Liquidated Damages as described in Section 13 of this AGREEMENT. Continued non-compliance may subject Contractors to the Abandonment Work or Other Default provision as described in Section 29 of this AGREEMENT.

B. The contractor shall commence work in a timely manner and in no instance shall it not begin within fifteen (15) working days from the submission of the "Request for Service" unless agreed upon by the Owner. The Contractor will also be required to continue with this work uninterrupted until complete.

C. All work must be scheduled in advance and performed with the knowledge and consent of the Owner. Contractors may not perform work within the Town absent such knowledge and consent.

D. In addition to the penalties noted in Section 14A of this AGREEMENT, Contractors that fail to appear for or cancel schedule work to which Police or Public Works personnel are assigned on an additional pay basis, will be subject to contract back charges for costs incurred at the discretion of the Owner.

E. The Owner may, upon failure of the Contractor to comply in a timely manner with the terms of this AGREEMENT, engage the services of the next lowest bidder at his price as bid. Re-engagement of

the Contractor, at the Owner's discretion, shall be at the original bid prices and without breach of AGREEMENT between the parties.

15. Night, Saturday and Sunday Work

A. No work shall be done at night or on Saturday or Sunday except (1) usual protective work, such as pumping and the tending of lights and fires, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the next paragraph below are met.

B. No work other than that included in (1) and (2) above shall be done at night except when (a) in the sole judgment of the Owner, the work will be of advantage to the Owner and can be performed satisfactorily at night, (b) the work will be done by a crew organized for regular and continuous night work, (c) in the sole judgment of the Owner and Engineer, adequate noise prevention measures are incorporated into the Work by the Contractor to minimize any noise impact within the work area and (d) the Engineer has given written permission for such night work.

16. Employ Competent Persons

A. The Contractor shall employ only competent persons on the Work and shall not employ persons or means which may cause strikes, work stoppages or any disturbances by persons employed by the Contractor, any subcontractor, the Owner, the Engineer or any other contractor. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer.

17. Employ Sufficient Labor and Equipment

A. If in the sole judgment of the Engineer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer deems necessary to enable the Work to progress properly.

18. Intoxicating Liquors and/or Drugs

A. The Contractor shall not sell and shall neither permit nor suffer the introduction and/or use of intoxicating liquors and/or drugs upon or about the Work.

19. Access To Work

A. The Owner, the Engineer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and their site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

20. Examination of Work

A. The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of furnished work by the Contractor.

B. Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

C. Examination or inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract.

21. Defective Work, Etc.

A. Until acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the Owner all resulting costs, expenses, losses or damages suffered by the Owner.

B. If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for the same, is rejected by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

22. Protection Against Water and Storm

A. The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished Work may be completed as required by the Contract.

23. Right to Materials

A. Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Owner. Nothing in this subsection shall relieve the Contractor of his duty to protect and maintain all such materials, equipment, apparatus and other items.

24. Changes

A. The Owner, through the Engineer, may make changes in the Work and in the Drawings and Specifications therefor by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made

therefor at the unit prices stipulated in the Contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or increased work shall be made as provided hereinafter under the subsection titled "Extra Work"; and for eliminated or decreased work the Contractor shall allow the Owner a reasonable credit as determined by the Engineer.

B. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change and no claim for additional compensation shall be valid unless the change is so ordered.

C. The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

25. Extra Work

A. The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Engineer, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Engineer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Engineer, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the Engineer.

The cost of extra work done under (b) above shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all machinery and equipment used on the extra work for the period of such use.

At the request of the Engineer, the Contractor shall furnish itemized statements for the cost of the extra work ordered as above and give the Engineer access to all records, accounts, bills and vouchers and correspondence relating thereto.

The Contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work, of Social Security or other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies, and of other approved assessments when such assessments are not normally included in payments made by the contractor directly to his employees, but in fact are, and are customarily recognized as, part of the cost of doing work.

The fair rental for all machinery shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment," published by the Associated Equipment Distributors, or a similar publication approved by the Engineer. Rental for machinery and equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the Work, the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the Work shall be added to the fair monthly rental; provided however, that this shall not apply to machinery and equipment already required to be furnished under the terms of the Contract.

The Contractor shall not include in the cost of extra work any cost or rental of small tools, building, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff.

To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor may add 15 percent to cover his overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work, and profit.

In the case of extra work done under (b) by a subcontractor, the subcontractor shall compute, as above, his cost for the extra work, to which he may add 15 percent as in the case of the Contractor. The Contractor shall be allowed an additional 5 percent of the subcontractor's initial cost for the extra work prior to the 15 percent adjustment, to cover the costs of the Contractor's overhead use of capital, the premium on the Bonds as assessed upon the amount of this work, and profit. Said subcontractor's cost must be reasonable and approved by the Engineer.

If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of men employed; the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both by the Contractor's authorized representative and by the Engineer. A separate daily record shall be submitted for each extra Work Order.

26. Extension of Time on Account of Extra Work

A. When extra work is ordered near the completion of the Contract or at any time during the progress of the Work that unavoidably increases the time for the completion of the Work, an extension of time shall be granted as hereinbefore provided.

27. Changes not to Affect Bonds

A. It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefor (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner of time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the CONTRACT BONDS given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

28. Claims for Damages

A. If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within 10 days after occurrence of the alleged breach or within 10 days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within 10 days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement, together with his recommendations for action by the Owner.

B. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction instruction, determination or decision of the Engineer, nor shall any such claims be

considered, unless the Contractor shall have complied in all respects with the third paragraph of that subsection above of this AGREEMENT titled "Authority of the Engineer," including, but not limited to the filing of a written protest in the manner and within the time therein provided.

29. Abandonment of Work or Other Default

A. If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contractor or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Owner may designate; and the Owner may, upon giving such notice, by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Owner any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Owner by reason of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any Contractors employed by the Owner take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

B. All costs, expenses, losses, damages, attorney's fees and any and all other charges incurred by the Owner under this subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any moneys due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor the Owner shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorney's fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

30. Prices for Work

A. The Owner shall pay and the Contractor shall receive the prices stipulated in the BID made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

31. Moneys May be Retained

A. The Owner may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Owner may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder.

32. Formal Acceptance

A. This Agreement constitutes an entire contract for one whole and complete Work or result. Fixing of the date of completion and acceptance of the Work or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the Owner.

33. Progress Estimates

A. Once a month, except as hereinafter provided, the Contractor shall submit a pay requisition in writing of the total amount and value of the work done to the first of the month by the Contractor. The Owner shall retain a percentage of such estimated value, as set forth in Table A at the end of this section, as part security for fulfillment of the Contract by the Contractor and shall deduct from the balance all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the Contract.

34. Liens

A. If at any time any notices of lien are filed and labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Owner shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

35. Claims

A. If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

36. Application of Moneys Retained

A. The Owner may apply any moneys retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and awards incurred, suffered or sustained by the Owner and chargeable to the Contractor hereunder or as determined hereunder.

37. No Waiver

A. Neither the inspection by the Owner or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the Owner, nor any extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his subcontractors or by any other person or persons.

38. Liability of Owner

A. No person, firm or corporation, other than the Contractor who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Owner or of an agent of the Owner or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

39. Guarantee

A. The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

B. If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, correction, or

replacements to the satisfaction of the Owner within 3 days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make the same, and all direct and indirect costs of making said repairs, correction or replacements, including compensation for additional professional services, shall be provided for and guaranteed by the Contractor's Payment and Performance Bond.

40. Cleaning Up

A. The Contractor at all times shall keep the site of the Work free from rubbish and debris caused by his operations under the Contract. Debris such as building materials, paint scrapings, trash etc. shall be removed from the site daily. When the Work has been completed, the Contractor shall remove from the site of the Work all of his plant, machinery, tools, construction equipment, temporary work, and surplus materials so as to leave the Work and the site clean and ready for use.

41. Legal Address of Contractor

A. The Contractor's business address and his office at or near the site of the Work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the Post Office Department or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

42. Headings

A. The headings or titles of any section, subsection, paragraph, provision, or part of the Contract Documents shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

43. Modification or Termination

A. Except as otherwise expressly provided herein, the Contract may not be modified or terminated except in writing signed by the parties hereto.

44. Direct Labor Cost

A. Direct labor cost percentage for change orders shall be established by the nature of the work and shall be agreed to by the Contractor and the Owner prior to the commencement of the additional work.

45. Massachusetts Tax Laws

A. The Contractor shall provide a statement that indicates compliance with all the requirements of Massachusetts General Law Chapter 233.

46. Termination for Convenience

A. This Agreement may also be terminated by the Owner upon not less than seven days written notice for the Owner's convenience. In the case of termination for convenience, the Owner shall be responsible for amounts due for work performed through the date of termination, provided that the Contractor shall submit a request for payment in accordance with the provisions hereof. The Contractor shall have no other claim for payments due with respect to such termination including any claim for lost profits with respect to the balance of the project.

IN WITNESS HEREOF, the parties to this AGREEMENT have hereunto set their hands and seals as of the day and year first above written.

TOWN OF WENHAM
BOARD OF SELECTMEN

UNICON, INC.

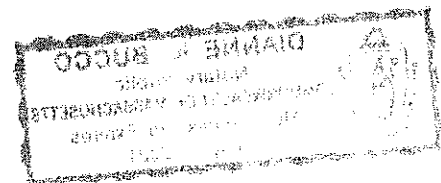
By: _____

By: _____

Its Duly Authorized Officer or Agent

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

Christopher Holak, Town Accountant



CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION
For CONTRACT

State of Massachusetts)

) ss

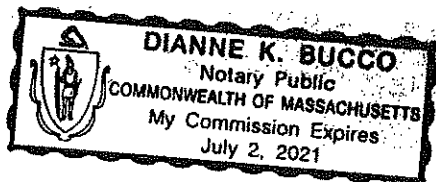
County Essex)

On this 7 day of May, 2019, before me personally
came Akbar Olia to me known, who being me duly sworn, did

depose and say as follows:

That he resides at 3 Barnside Rd, Bxprd, Ma
and is the owner
of UNICON, Inc

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.



Dianne K. Bucco
Notary Public (Seal)

My commission expires July 2, 2021

TABLE A

Agreement Subsection Reference	Item	Minimum Limits
6	Worker's Compensation Insurance	\$100,000
6	Contractor's Liability	Bodily Injury: \$ 500,000 each person \$1,000,000 each accident Property Damage: \$ 500,000 each accident \$1,000,000 aggregate
12	Time of Completion	June 30, 2019
13	Liquidated Damages for each calendar day or delay in completion time	\$100
33	Percentage of Progress Estimates to be retained	5%

CONTRACTOR'S BID

TOWN OF WENHAM
MAY 01 2019
RECEIVED

5:19
9:55 AM



UNICON

Unicon, Inc.
Building - Construction
100 Conifer Hill Drive
Suite 406
Danvers, MA 01923

Town of Wenham

138 Main St.

Wenham MA 01984

Sheila Bouvier

BID FOR

1200 MAIL ROOM RESTORATION

BID DUE 5/1/2019 10:00 AM



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Unicon Inc.
9A Derby Square
Salem, MA 01970

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

Mailing Address for Notices

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

OWNER:

(Name, legal status and address)

Town of Wenham
138 Main Street
Wenham, MA 01984

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of bid amount

PROJECT:

(Name, location or address, and Project number, if any)

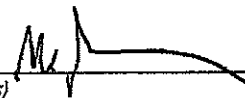
Iron rail building roof restoration, 91 Grapevind Road, Wenham, MA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

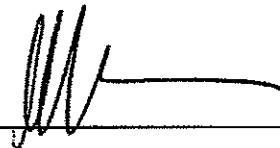
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

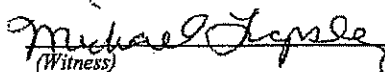
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of May, 2019

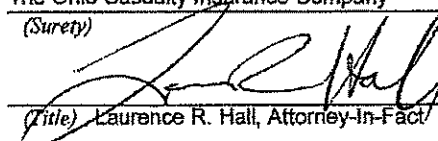

(Witness)

Unicon Inc.
(Principal)

 AKBAR OLIA
(Seal)
UNICON INC.
PRESIDENT
(Title)


(Witness)

The Ohio Casualty Insurance Company
(Surety)


(Title) Laurence R. Hall, Attorney-In-Fact

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: _____

Principal: Unicon Inc.

Agency Name: Cross Insurance-Wakefield, Inc.

Obligee: Town of Wenham

Agent Code: 200497

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Mary E. Coates; Thomas E. DiGiuseppe; Stephen P. Gill; Laurence R. Hall; Aimee T. Hill; Mary M. Kinchla; Audrey A. McMahon; John Scanlon; Robert E. Sennott; Peter F. Sennott; Vincent D. Thorne of Wakefield, Massachusetts its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

IN WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 1st day of May, 2019.

AO

UNIKON INC.

INVITATION FOR BIDS
IRON RAIL BUILDING ROOF RESTORATION PROJECT
BIDDER'S CHECKLIST

Submissions:

Please Check:

- ☒ Completed Cover Sheet
- ☐ Bidder's Checklist (this sheet)
- ☐ Bid Form
- ☐ Signed Certificate of Non-Collusion
- ☐ Signed Tax Compliance Certification
- ☐ Certificate as to Corporate Bidder
- ☐ Reference Form
- ☐ 5% Bid Deposit
- ☐ Prevailing Wage Certification
- ☐ Debarment Certification
- ☐ Labor Harmony and OSHA Certification
- ☐ List of Similar Project/References
- ☐ Acknowledgement of Addenda: 1 (if applicable)
(#s)

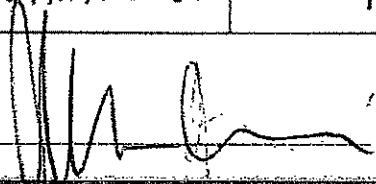
Minimum Requirements:

	Yes	No
1. Bidder must possess the skill and capacity to perform the scope of services contained herein.	✓	
2. Bidder must submit at least three (3) references for similar work performed.	✓	
3. Bidder must submit a list of all municipal contracts held within the last five (5) years.	✓	

INVITATION FOR BIDS
IRON RAIL BUILDING ROOF RESTORATION PROJECT

COVER SHEET

PLEASE PRINT OR TYPE:

Name of Bidder: UNICON INC.	Contact Individual: AKI OLIA
Address: 3 # BARNES RD. BOXFORD MA 01921 <small>Street City/Town State Zip Code</small>	
Phone: 978-836.0226	Alternate Phone: 978. 774. 8888
Email Address: AKI@UNICONINC.COM	Social Security/Federal Tax Identification Number: 113676610
Authorized Signature: 	

135,080.⁰⁰/₁₀₀

INVITATION FOR BIDS
IRON RAIL BUILDING ROOF RESTORATION PROJECT

BID FORM

A. The Undersigned proposes to furnish all labor and materials required to complete this project, in accordance with accompanying plans and specifications, for the contract price specified below, subject to the additions and deductions according to the terms of the specifications.

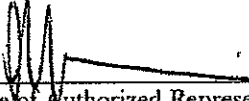
B. This bid includes addenda numbered: 1

C. The proposed contract price is: ONE HUNDRED THIRTY FIVE Dollars THOUSAND AND EIGHTY, \$ 135,080.00

Unit Price Bid Item 1: Remove and Replace Wood Decking,
price per square foot (SF) \$ 25.¹⁰/₁₀₀ per SF

Unit Price Bid Item 2: Remove and Replace Fascia Boards,
price per linear foot (LF) \$ 20.¹⁴/₁₀₀ per LF

Unit Price Bid Item 3: Remove and Replace Soffit and Dental Trim,
price per linear foot (LF) \$ 85.⁷²/₁₀₀ per LF


Signature of Authorized Representative

AKI OLA
Name (Printed)

UNICON INC.
Company/Organization (if applicable)

4/30/2009
Date

**INVITATION FOR BIDS
IRON RAIL BUILDING ROOF RESTORATION PROJECT**

REQUIRED CERTIFICATIONS

1. NON-COLLUSION:

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

2. TAX COMPLIANCE:

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

3. CORPORATE BIDDER (if applicable):

I, AKBAR (AK.) OLIA certify that I am the PRESIDENT of the corporation named as Bidder in the Bid included herein, that AKBAR OLIA, who signed said Bid on behalf of the Bidder was then PRESIDENT of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Secretary-Clerk)

(Corporate Seal)
UNION INC.

4. PREVAILING WAGES:

The undersigned bidder or quoter hereby certifies, under the pains and penalties of perjury, that the foregoing bid or quote is based upon the payment to laborers employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder or quoter agrees to indemnify the awarding authority for, from and against any loss, expenses, damages, action or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid or quote to be based upon the payment of the said applicable prevailing wage rates, or (2) the failure of the

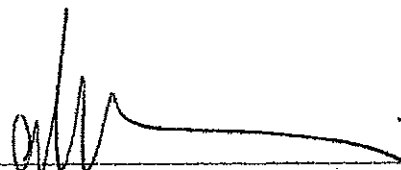
bidder or quoter, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wages.

5. DEBARRMENT

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

6. LABOR HARMONY AND OSHA TRAINING

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.


(Signature of authorized individual submitting proposal)

AKBAR ALI
(Printed Name)

UNICON INC.
(Name of Bidder (if different than name))

11 367 6610
(Federal Tax Identification or Social Security Number)

4/30/2019
(Date)

INVITATION FOR BIDS
IRON RAIL BUILDING ROOF RESTORATION PROJECT
EXPERIENCE AND QUALIFICATIONS

A. REFERENCES:

Please provide the name, email address, telephone number, and point of contact for at least three references, for work performed within the past two years, of a similar scope. Municipal/Governmental references are preferred.

1. Organization/Company: MASS. COLLEGE OF LIBERAL ARTS (MCLA)
NORTH ADAMS \$750,000.
 Contact Name: TIM MURPHY - ARCHITECT
 Contact Title: PRINCIPAL
 Email Address: _____
 Street Address: 380 HIGH ST.
 City, State, Zip Code: HOLYOKE MA. 01040.
 Telephone Number: (413) 532-7464

2. Organization/Company: NATIONAL GUARD AIR BASE - WESTFIELD MA.
 Contact Name: KYLE KIEPE
 Contact Title: CONTRACT OFFICER
 Email Address: BARNES AIR BASE KYLE.KIEPE@MAIL.MIL
 Street Address: 104TH FIGHTER WING / 175 FALLON DRIVE
 City, State, Zip Code: WESTFIELD MA. 01085
 Telephone Number: (413) 572-1593

3. Organization/Company: AOL Prop. 60,66-68 Hooker ST. AURORA
 Contact Name: DAN OCASIO MA.
 Contact Title: Project Architect

-8- 617.943.5005
 docasio@URBANARCHITECTS.COM

DUR - NORFOLK GARAGE ROOF REPLACEMENT.

Email Address:

MARTIN GALVIN - PM

Street Address:

617.512.6067

City, State, Zip Code:

DEPT. OF CONSERVATION & RECREATION

Telephone Number:

(617) 512.6067

B. CONTRACTS

PLEASE SEE ATTACHED.

Please provide a list of all municipal contract performed within the past five years:

Community:	
Contact Name:	
Address:	
Phone:	
Contract Description:	
Dates:	

Community:	
Contact Name:	
Address:	
Phone:	
Contract Description:	
Dates:	

Community:	
Contact Name:	

Address:	
Phone:	
Contract Description:	
Dates:	

Community:	
Contact Name:	
Address:	
Phone:	
Contract Description:	
Dates:	

Community:	
Contact Name:	
Address:	
Phone:	
Contract Description:	
Dates:	

Community:	
Contact Name:	
Address:	

Phone:	
Contract Description:	
Dates:	

Community:	
Contact Name:	
Address:	
Phone:	
Contract Description:	
Dates:	



Unicon Inc. - Project list

Project	Owner	Arch/Eng	Value	Contact	Address	Telephone
Niaki Medical Building	Washington St Realty Trust	BKA Associates	\$3,500,000.00	Barry Koretz	Taunton Ma.	508-683-5604
ADP/ Broadridge Financial	ADP	Boston Industrial Consultant	\$1,150,000.00	Bob Liptrot	Peabody, Ma	978-739-0399
Harvard University IFI Offices	Harvard University	The Galante Architecture	\$1,250,000.00	Michelle Mahue	Cambridge, Ma.	781-283-2787
Harvard University Faculty Club	Harvard University	The Galante Architecture	\$210,500.00	Jeff Ganem	Cambridge, Ma.	617-312-9079
Harvard University Provost Conference Room	Harvard University	The Galante Architecture	\$95,000.00	Michelle Mahue	Cambridge, Ma.	781-283-2787
Harvard University Presidents Residence	Harvard University	The Galante Architecture	\$35,000.00	Jeff Ganem	Cambridge, Ma.	617-312-9079
Jalinous Residence	Leila Jalinous	Victore Ortale	\$410,500.00	Leila Jalinouse	Newton, Ma	857-991-8801
Misc. Small Projects	Harvard University	No Architects	\$5,000 - \$ 95,000	Jeff Ganem	Cambridge, Ma.	617-312-9079
Metghalchi Residence	Hameed Metghalchi	Victore Ortale	\$300,010.00	Hameed Metghalchi	Newton, Ma	617-373-2973
Harvard Law School	Harvard University	Goody Clancy Assoc	\$5,500,000.00	Dan Ocasio	Boston, Ma	617-943-5005
11 Kirkland St Residence Hall	Harvard University	Reisen Design Architects	\$450,000.00	Hank Reisen	Cambridge, Ma.	617-661-3181
Commissioning	Varies	EDE Engineering	\$1,500 - \$100,000	Kaz Safari	Boston, Ma	781-890-4555
Islamic Studies Cr	Harvard University	The Galante Architecture	\$170,000.00	Laura Tenny	Cambridge, Ma.	617-799-5028
Massachusetts College of Liberal Arts	Mass State College Building Authority	Tim Murphy Architects	\$750,000.00	Tim Murphy	N. Adams, Ma	413-432-7464
Charles River Apartments	Charles River Condo Assoc	Unicon	\$170,000.00	Morey Tavarani	Watertown, Ma	978-853-5516
D4 Police Station	Urbanica	The Architectural Team	\$9,500,000.00	Kamran Zahedi	Boston, Ma	617-642-2600
Neponset Garage Roof Replacement	DCR	DCR	\$659,000.00	Matin Glavin	Boston Ma	617-512-6067
Roof Replacement Project	Ma Air National Guard	National Guard	\$250,000.00	Sgt Kyle Kiepke	Westfield Ma	413-572-1593
Translucent Panel Replacement	Mass Military Division	Mass Military Division	\$1,100,000.00	Captain Carney	Camp Edwards	508-968-5837
MCLA Roof replacement project	Mass State College Building Authority	Tinothy Murphy Architects	\$750,000.00	Amanda forde	Boston, Ma	413-532-7464
Smith Hall - Mass Coll of Art Boston	HVAC Upgrade	SMMA Arch/Engineers	\$350,000.00	Leif Amoray	Boston Ma	401-369-0911
MCLA Roof replacement project	Owner Rep	C3 construction MGMT		David Ickes -	Boston Ma	774-244-6284
WestBoro Library HVAC Upgrade	Town Of Westboro	Reinhart Associates	\$550,000.00	Mike Lizée	N. Adams	413-222-8232
Terminal B Snowmelt system	Massport - Logan	FST	\$1,600,000.00	William Gray	Boston Ma	617-568-5992
Black Falcon Cruise Terminal	Massport -East Boston	AECOM	\$2,329,000.00	John Groves	Boston Ma	617-371-4508
Town of Boxford Library	Town of Boxford		\$150,000.00	John Dold	Boxford Ma	978-352-6555
Town of Weston Town Hall	Town of Weston		\$150,000.00	Gerald Mcarthy	Weston Ma	781-786-5270
Arlington Straton Elementary School	Town Of Arlington	T2 Architecture	\$1,622,000.00	Bonne Desouza	Mattapoisett, Ma	508-758-9777

Public Projects are in Bold

Unicon Inc.

Recent Completed Project References - April 2019 Updated

Please see below.

1. Town of Andover High School Locker Project 2017-2018

Town PM Ihor Raniuk 978-360-5264

Architect Chris Rotti of RMD Architects 617-553-2331

2. Town of Andover – Memorial Library Historic Renovations to main Entrance – Summer 2018

Architect Andy Barr – Russo Barr 617-686-9369

3. Town of Ipswich – Central Fire Station Renovations- Fall 2018

Lieutenant James Edwards 978-771-3524 - jamese@ipswichfire.org

4. North Shore Academy – Climbing Wall Structure at GYM – Summer 2018

Owners PM Monique Bourgalt 978-232-9755

5. Town of Arlington – Reconstruction of Music room at Middle School – Summer 2018

Dominic Lanzillotti – 781-316-3003

6. North Harvard St Luxury Condominium Project and Historic Renovations - 2017-2018

Architect Daniel Ocasio 617-943-5005 Project Value \$ 2,500,000.00

7. Dept of Mental Health – HC Solomon Mental Health Center Lowell Ma

Repair and Restoration of fire and Smoke Dampers Dec 2016

Mr. Gerald McCullough cell; 617-571-5254 / Office: 508-616-2248

McCullough, Gerald (DMH) gerald.mccullough@state.ma.us

8. Massport Black Falcon Cruise Terminal

Infrastructure Upgrade \$ 2,300,000.00 2014-2015

John Groves project architect with AECOM 617-817-1338 john.groves@aecom.com

9. Dept of Wild Life and Fisheries General Office Renovation at Oyster facility Newburyport

Ralph Stevens 978-465-3553

10. Town of West Newburyport Historic Stabilization of Carr Post Cr. Fall 2016

Michael McCarron 978-363-1100 X110 Michael McCarron <mmccarron@wnewbury.org>



Unicon Inc. - Project list

Project	Owner	Arch/Eng	Value	Contact	Address	Telephone
Niaki Medical Building	Washington St Realty Trust	BIKA Associates	\$3,500,000.00	Barry Koretz	Taunton Ma.	508-583-5604
ADP/ Broadridge Financial	ADP	Boston Industrial Consultant	\$1,150,000.00	Bob Liptrot	Peabody, Ma	978-739-0399
Harvard University IFT Offices	Harvard University	The Galante Architecture	\$1,250,000.00	Michelle Mahue	Cambridge, Ma.	781-283-2787
Harvard University Faculty Club	Harvard University	The Galante Architecture	\$210,500.00	Jeff Ganem	Cambridge, Ma.	617-312-9079
Harvard University Provost Conference Room	Harvard University	The Galante Architecture	\$95,000.00	Michelle Mahue	Cambridge, Ma.	781-283-2787
Harvard University Presidents Residence	Harvard University	The Galante Architecture	\$35,000.00	Jeff Ganem	Cambridge, Ma.	617-312-9079
Jalinous Residence	Leila Jalinous	Victore Ortale	\$410,500.00	Leila Jalinouse	Newton, Ma	857-991-8801
Misc. Small Projects	Harvard University	No Architects	\$5,000 - \$ 95,000	Jeff Ganem	Cambridge, Ma.	617-312-9079
Metghalchi Residence	Hameed Metghalchi	Victore Ortale	\$300,010.00	Hameed Metghalchi	Newton, Ma	617-373-2973
Harvard Law School	Harvard University	Goody Clancy Assoc	\$5,500,000.00	Dan Ocasio	Boston, Ma	617-943-6005
11 Kirkland St Residence Hall	Harvard University	Reisen Design Architects	\$450,000.00	Hank Reisen	Cambridge, Ma.	617-661-3181
Commissioning	Varies	EDE Engineering	\$1,500 - \$100,000	Kaz Safari	Boston, Ma	781-890-4555
Islamic Studies Cr	Harvard University	The Galante Architecture	\$170,000.00	Laura Tenny	Cambridge, Ma.	617-799-5028
Massachusetts College of Liberal Arts	Mass State College	Tim Murphy Architects	\$750,000.00	Tim Murphy	N. Adams, Ma	413-432-7464
Charles River Apartments	Charles River Condo Assoc	Unicon	\$170,000.00	Morey Tavarani	Watertown, Ma	978-853-5516
D4 Police Station	Urbanica	The Architectural Team	\$9,500,000.00	Kamran Zahedi	Boston, Ma	617-642-2600
Neponset Garage Roof Replacement	DCR	DCR	\$659,000.00	Martin Glavin	Boston Ma	617-512-6067
Roof Replacement Project	Ma Air National Guard	National Guard	\$250,000.00	Sgt Kyle Kiepke	Westfield Ma	413-572-1593
Translucent Panel Replacement	Mass Military Division	Mass Military Division	\$1,100,000.00	Captain Carney	Camp Edwards	508-968-5837
MCLA Roof replacement project	Mass State College	Timothy Murphy Architects	\$750,000.00	Amanda forde	Boston, Ma	413-532-7464
Smith Hall - Mass Coll of Art Boston	Building Authority	SMMA Arch/Engineers	\$350,000.00	Leif Amoray	Boston Ma	401-369-0911
MCLA Roof replacement project	Owner Rep	C3 construction MGMT		David Ickes -	Boston Ma	774-244-6284
WestBoro Library HVAC Upgrade	Town Of Westboro	Reinhart Associates	\$550,000.00	Mike Lizee	N. Adams	413-222-8232
Terminal B Snowmelt system	Massport - Logan	FST	\$1,600,000.00	William Gray	Boston Ma	617-568-5992
Black Falcon Cruise Terminal	Massport - East Boston	AECOM	\$2,329,000.00	John Groves	Boston Ma	617-371-4508
Town of Boxford Library	Town of Boxford		\$150,000.00	John Dold	Boxford Ma	978-352-6555
Town of Weston Town Hall	Town of Weston		\$150,000.00	Gerald Mcarthy	Weston Ma	781786-5270
Arlington Straton Elementary School	Town Of Arlington	T2 Architecture	\$1,622,000.00	Bonne Desouza	Mattapoisett, Ma	508-758-9777

Public Projects are in Bold

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

Bond No. **601150714**

KNOW ALL MEN BY THESE PRESENTS: that Unicon, Inc.

(Here insert full name and address or legal title of Contractor)

9A DERBY SQUARE, SALEM, MA 01970

as Principal, hereinafter called Contractor, and, The Ohio Casualty Insurance Company

(Here insert full name and address or legal title of Surety)

62 Maple Avenue, Keene, New Hampshire 03431

as Surety, hereinafter called Surety, are held and firmly bound unto

TOWN OF WENHAM

138 MAIN STREET, WENHAM, MA 01984

as Obligee, hereinafter called Owner, in

(Here insert full name and address or legal title of Owner)

the amount of ONE HUNDRED THIRTY FIVE THOUSAND EIGHTY DOLLARS AND 00/100

Dollars (\$ 135,080.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Unicon, Inc.

Contractor has by written agreement dated 5/6/2019

entered into a contract with Owner for

(Here insert full name, address and description of project)

IRON RAIL BUILDING ROOF RESTORATION, 91 GRAPEVINE ROAD

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon termination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph)

sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contract.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 6TH day of MAY, 2019.

Unicon, Inc.

(Principal)

(Seal)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

LAURENCE R. HALL

(Title)

Attorney in Fact

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Unicon, Inc.

(Here insert full name and address or legal title of Contractor)

9A DERBY SQUARE, SALEM, MA 01970

as Principal, hereinafter called Principal, and, The Ohio Casualty Insurance Company

(Here insert full name and address or legal title of Surety)

62 Maple Avenue, Keene, New Hampshire 03431

as Surety, hereinafter called Surety, are held and firmly bound unto

TOWN OF WENHAM

138 MAIN STREET, WENHAM, MA 01984

as Obligee, hereinafter called Owner, for

(Here insert full name and address or legal title of Owner)

the use and benefit of claimants as hereinbelow defined, in the amount of

ONE HUNDRED THIRTY FIVE THOUSAND EIGHTY DOLLARS AND 00/10 Dollars (\$ 135,080.00),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Unicon, Inc.

Principal has by written agreement dated 5/6/2019

, entered

into a contract with Owner for

(Here insert full name, address and description of project)

IRON RAIL BUILDING ROOF RESTORATION, 91 GRAPEVINE ROAD

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were

furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

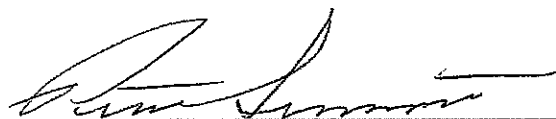
b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 6TH day of MAY, 2019.

(Witness)



(Witness)

Unicon, Inc.

(Principal)

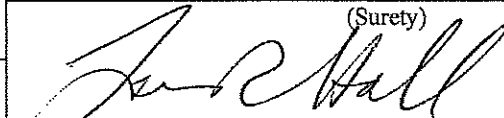
(Seal)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)



LAURENCE R. HALL

(Title)

Attorney in Fact

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: 601150714

Principal: Unicon, Inc.

Agency Name: Cross Insurance-Wakefield, Inc.

Obligee: TOWN OF WENHAM

Agent Code: 200497

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Mary E. Coates; Thomas E. DiGiuseppe; Stephen P. Gill; Laurence R. Hall; Aimee T. Hill; Mary M. Kinchla; Audrey A. McMahon; John Scanlon; Robert E. Sennott; Peter F. Sennott; Vincent D. Thorne of Wakefield, Massachusetts its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

IN WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.



David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Teresa Pastella

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 6TH day of MAY, 2019.



Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2019

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

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

PRODUCER Cross Insurance-Wakefield 401 Edgewater Place Suite 220 Wakefield MA 01880		CONTACT NAME: Laurence Hall, CIC PHONE (A/C, No, Ext): (978) 953-1613 FAX (A/C, No): (978) 887-2404 E-MAIL ADDRESS: larryhall@sennottinsurance.com	
INSURED Unicon Inc. c/o Aki Olla 3 Barnside Road Boxford MA 01921		INSURER(S) AFFORDING COVERAGE INSURER A: James River Ins Co INSURER B: Pilgrim Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12203 21750	

COVERAGES**CERTIFICATE NUMBER:** CL18102467110**REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	00059345-5	09/21/2018	09/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PGC00001020256	11/10/2018	11/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		00059346-5	09/21/2018	09/21/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Iron rail building roof restoration, 91 Grapevine Road.

Town of Wenham is additional insured on General Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

DATE (MM/DD/YYYY)

05/07/2019

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

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

PRODUCER CROSS INSURANCE - WAKEFIELD INC 401 EDGEWATER PLACE STE 220 WAKEFIELD MA 01880	CONTACT NAME: Larry Hall PHONE (A/C, No, Ext): (207) 947-7345 E-MAIL ADDRESS: larryhall@sennottinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: AIM MUTUAL INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED UNICON INC C O AKI OLIA 9A DERBY SQUARE SALEM MA 01970	NAIC # 33758

COVERAGES**CERTIFICATE NUMBER:** 399155**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N/A			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			N/A			EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	N/A	AWC40070247652018A	09/16/2018	09/16/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				N/A			

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDER**CANCELLATION**

Town of Wenham 139 Main Street Wenham MA 01984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA
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BOARD OF SELECTMEN MEETING

May 13, 2019

NEW BUSINESS

H.

**Review and Potential Acceptance of 375th
Anniversary Committee Donation**

(5 minutes)

- Draft Motion
- Memo regarding Authorization for 375th donation acceptance
- Town of Wenham Policy on Solicitation and Acceptance of Gifts and Donations for Public Purposes

BOARD OF SELECTMEN MEETING

May 13, 2019

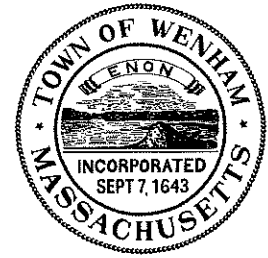
DRAFT MOTION

375th Anniversary Donation Acceptance Authorization

- Vote: I move to extend the authorization of the Town Administrator to be able to accept gifts, both monetary and tangible property, under the value of \$500, that are being gifted to the Town by the 375th Anniversary Committee through June 30, 2019.

Seconded / Discussion/ Vote

375th Anniversary Committee • Town of Wenham



Committee:	Bob Hicks
Kirsten Alexander, Vice-Chair	Diana Lang
Dianne K. Bucco	Barbara Locke
Gary Cheeseman	Kristin Noon
Harriet Davis, Treasurer	Trudy Reid, Chair

To: The Board of Selectmen
Date: April 24, 2019
Subject: Authorization for 375th donation acceptance

MEMO

In 2017, the Board of Selectmen authorized the Town Administrator to sign off on gift and donation acceptances from the 375th Anniversary Committee under the value of \$500.00. When the initial approval occurred, it extended through December 31, 2018. The 375th Committee is winding down its activities, but still has some final funds to turnover to the Treasurer's office from Merchandise sales in 2019.

The 375th Anniversary Committee is hoping to seek additional time under Section 5 of the Town's "Policy on Solicitation and Acceptance of Gifts and Donations for Public Purposes" for the final 375th donations to be accepted by the Town Administrator under the \$500 value. We are seeking this approval to be extended through June 30, 2019 as we anticipate finalizing 375th Anniversary business in the coming months as we sell the last items of merchandise.

We are also happy to report that we have been working on our 375th Anniversary Commemorative Booklet and will be printing a number of booklets for residents who participated in the celebrations or are interested in collecting this piece of Town history.

Thank you,

Trudy Reid, Chair
375th Anniversary Committee

Policy on Solicitation and Acceptance of Gifts and Donations for Public Purposes

The Wenham Board of Selectmen greatly appreciates offers of gifts, donations, and bequests, and further recognizes the importance of charitable giving to the well-being and future of the Town. In accepting or declining any such gift, the Board as a public entity, must at all times make decisions that are in the best interest of both the Town and the Community that it serves.

The acceptance of gifts does not constitute or imply endorsement or recommendation by the Board of any service, product or business of the donor.

This policy shall not apply to gifts for educational purposes or to trust funds governed by Massachusetts General Laws, Chapter 41, Sections 45 and 47.

Gift/Donation Acceptance Authority

Chapter 44, Section 53A of the General Laws provides:

- For the acceptance of gifts or grants of funds by a town official, department, board or committee with the approval of the Board of Selectmen
- For the deposit of the funds with the Town Treasurer
- For the expenditure of funds for the specific purpose of the gift without further Town Meeting appropriation, subject to the approval of the Selectmen

The only exception to the above provision is gifts to the Cemetery Perpetual Care fund which are governed by specific Special Acts and/or Town Bylaws.

The Town Administrator will represent the Board of Selectmen to review questions about specific interpretation of Board of Selectmen gift and donation policies. In addition, the following authorizations will be observed:

- Gift records will be kept confidential to the extent permitted by law. Donor information will be released only with the authorization of the Board of Selectmen or their designated representative.
- No solicitation of funds or donations may be undertaken by any party on behalf of the Town without the prior approval of the Board of Selectmen.

Solicitation of Gifts

No departments, boards, or committees shall solicit gifts or donations without the prior approval of the Board of Selectmen. All proposals for solicitation of monetary or non-monetary gifts or donations shall be submitted in writing on the attached **Proposal for Gift/Donation Solicitation Form** to the Town Administrator and shall contain the following:

- Statement of purpose for the solicitation
- Funding goal, and the target audience for solicitations
- If for a capital project donation, the plan for funding of maintenance of that capital project

Gift/Donation Solicitation Approval and Acceptance Terms

Gifts that are approved for solicitation and subsequently accepted by the Board of Selectmen come under the full control of the Board, and will be accepted only if they:

- Are appropriate to the mission and needs of the Town

- Are unrestricted to the Department named as recipient or, if restricted, given in reasonably broad and flexible terms to maximize the usefulness to the Town
- Are irrevocable
- Impose no undue financial burdens on the Town
- Permit the BOS to apply the gift to a related purpose in the event that the designated purpose is no longer practical, necessary, or able to be performed
- Gifts to the Town of Wenham are to be completely voluntary, and are not to be given in lieu of payments, rental fees or services otherwise due to the Town by any part

Gift/Donation Acceptance Process

Gifts to the Town require written documentation and applicable supporting documentation (such as letters of donation, excerpts from completed wills, bequest intention forms, irrevocable trust agreements, etc.) in order to be acted upon by the Board of Selectmen.

1. All gifts, or offers of gifts, shall be accompanied by a letter from the person/organization stating the offer of the gift, the monetary amount of the gift being offered, and the purpose for which the gift is intended.
2. Upon receipt of a gift or offer of a gift by a town officer or department, the officer or department shall immediately forward the letter from the person or organization as required under this policy together with a completed **Gift/Donation Acceptance Form** (sample attached) to the Town Administrator, with a copy to the Town Accountant.
3. Upon receipt of a completed Gift Receipt Form and letter, the Town Administrator shall submit this information to the Board of Selectmen for their formal acceptance. Funds shall then be designated to the relevant general ledger account as has been established by the Town Accountant. In the interest of efficiency, like Forms will be grouped together for Board review/approval.
4. Prior to any expenditure in excess of the then current fund balance in the relevant account, the **Gift/Donation Acceptance Form** must be approved by the Board of Selectmen.
5. By vote of the Board of Selectmen, the Town Administrator is authorized to approve gifts of funds/tangible property of up to \$500.00 on their behalf.
6. All expenditures from the funds will be made through the Town's standard purchasing and payroll processing procedures.

Gift Valuation and Vehicles

The following represent common vehicles for giving. Additional vehicles will be considered by the Board on an as needed basis:

- **Cash/Check**
- **Tangible Property***: Acceptance of specific materials donated to the Town will be considered for addition to the Town's assets if appropriate. The Board of Selectmen reserve the right to retain or dispose of any accepted materials as they deem appropriate.

**It is the responsibility of the donor to secure independent expert appraisals to establish tax deductible values for non-monetary gifts. The Town, as recipient, is not regarded as "independent" by the IRS, and therefore maintains a policy of not paying for appraisals.*

BOARD OF SELECTMEN MEETING

May 13, 2019

NEW BUSINESS

I.

Delegation of the Planning Board as Authorized Enforcement Agency under Chapter XXIV of the Town of Wenham General Bylaws, Stormwater Management Bylaw

(10 minutes)

- Draft Motion
- Email regarding Revised Planning Board Rules & Regs from Margaret Hoffman, Planning Coordinator, May 2, 2019
- Chapter XXIV, Storm Water Management Bylaw, Town of Wenham General Bylaws, Updated 2018

BOARD OF SELECTMEN MEETING

May 13, 2019

DRAFT MOTION

Delegation of Authorized Enforcement Agency for Town's Stormwater Management Bylaw

- **Vote:** I move that the Board of Selectmen of the Town of Wenham delegate its powers and duties under the Town's Stormwater Management Bylaw, Chapter XXIV of the Town of Wenham General Bylaws to the Planning Board of the Town of Wenham, as the Authorized Enforcement Agency pursuant to Chapter XXIV, section 5 of the Town of Wenham General Bylaws.

Seconded / Discussion/ Vote

Nicole Roebuck

From: Margaret Hoffman
Sent: Thursday, May 02, 2019 5:38 PM
To: Nicole Roebuck; Town Administrator
Subject: FW: Revised Planning Board Rules & Regs

Hi John and Nicci,

Below is an email from Jessica Bardi of KP Law that recommends a motion for the BoS to delegate authority to the the Planning Bd as the PGA for stormwater. I spoke with her and Amy Kwessell today about the need for the Selectmen to delegate the Planning Board to review and act on stormwater permit applications. I would like to get it on their next available agenda. I can give the Selectmen a synopsis of our rationale for doing this. Let me know if we can get on their May 13 agenda. The Planning Board's public hearing for an amendment to the Rules and Regs to include stormwater permits for projects that disturb over an acre as required by our MS4 permit is continued to May 9 but I can keep it open until their June meeting if we could get the Selectmen to vote on it in May. Thank you.

Margaret

Margaret R. Hoffman, AICP
Planning Coordinator
Town of Wenham
138 Main Street
Wenham, MA 01984
978-468-5520 Ext. 8
www.wenhamma.gov

From: Jessica D. Bardi [mailto:JBardi@k-plaw.com]
Sent: Thursday, May 2, 2019 5:08 PM
To: Margaret Hoffman; Amy E. Kwesell
Subject: RE: Revised Planning Board Rules & Regs

Hi Margaret:

It was nice speaking with you earlier. As a follow-up to our conversation, below is an agenda item and motion for the Board of Selectmen's upcoming meeting in order to delegation authority under the Town's Stormwater Management Bylaw to the Planning Board.

Board of Selectmen Agenda Item for Tuesday's meeting: "Delegation of the Planning Board as Authorized Enforcement Agency under Chapter XXIV of the Town of Wenham General Bylaws, Stormwater Management Bylaw."

Board of Selectmen Motion, which should be in writing and, in my opinion, signed by the Board of Selectmen, as Chapter XXIV, sect. 5 states that the delegation should be made in writing: "I move that the Board of Selectmen of the Town of Wenham delegate its powers and duties under the Town's Stormwater Management Bylaw, Chapter XXIV of the Town of Wenham General Bylaws to the Planning Board of the Town of Wenham, as the Authorized Enforcement Agency pursuant to Chapter XXIV, section 5 of the Town of Wenham General Bylaws."

Please note that if the Board of Selectmen does not make this delegation prior to the Planning Board's meeting, the Planning Board may only consider promulgating the new administrative rules and regulations regarding stormwater management of construction activities under the MS4 permit. Please also note that the Authorized Enforcement

Agency's authority to promulgate regulations under the Town's Stormwater Management Bylaw is found in Chapter XXIV, sect. 6.

Please let me know if you have any questions.

Thank you,

Jess

Jessica D. Bardi, Esq.
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F: (617) 654 1735
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From: Margaret Hoffman [<mailto:MHoffman@wenhamma.gov>]
Sent: Thursday, April 11, 2019 12:31 PM
To: Amy E. Kwesell <AKwesell@k-plaw.com>
Cc: Jessica D. Bardi <JBardi@k-plaw.com>
Subject: RE: Revised Planning Board Rules & Regs

Questions in an email would be great. Then I can touch base with you if I need clarification. Thanks

From: Amy E. Kwesell [<mailto:AKwesell@k-plaw.com>]
Sent: Thursday, April 11, 2019 11:07 AM
To: Margaret Hoffman
Cc: Jessica D. Bardi
Subject: RE: Revised Planning Board Rules & Regs

Hi Margaret,
We can get you comments.
We have gone through them and have some initial comments.
Can we schedule a call on 4/23 to go over a few questions? (next week is school vacation week)
Or, if it is easier for you (as I know your schedule is limited), do you want me to put the questions in an email?
Just let me know.
Thanks,
Amy

From: Margaret Hoffman [<mailto:MHoffman@wenhamma.gov>]
Sent: Thursday, April 11, 2019 10:57 AM
To: Amy E. Kwesell <AKwesell@k-plaw.com>
Subject: FW: Revised Planning Board Rules & Regs

Hi Amy,

The Planning Board will be meeting on May 9 to vote on these amendments to their Rules and Regs. Can you let me know if they're OK. They continued the hearing pending TC approval. Thanks

Margaret R. Hoffman, AICP
Planning Coordinator
Town of Wenham
138 Main Street
Wenham, MA 01984
978-468-5520 Ext. 8
www.wenhamma.gov

From: Margaret Hoffman
Sent: Wednesday, March 27, 2019 7:10 PM
To: 'Amy E. Kwesell'
Cc: Peter Lombardi
Subject: FW: Revised Planning Board Rules & Regs

Hi Amy,
I realized I hadn't followed up with you on these amendments. The Planning Board is holding their hearing tonight. I will have them discuss and then they can continue to their next meeting where they can vote on them pending any updates from you. Let me know if you have any comments. Thanks

From: Margaret Hoffman
Sent: Thursday, February 21, 2019 11:01 AM
To: 'Amy E. Kwesell'; Robin Stein; Lauren F. Goldberg
Cc: Peter Lombardi
Subject: FW: Revised Planning Board Rules & Regs

I received the attached from Jaurice at W&S. I will schedule a public hearing for the Planning Board asap to make these amendments to their Rules and regs and then the Zoning Bylaw that references them in Site Plan review can stay on the warrant as is for now. Jaurice's amendment to the Rules and Regs spells out that this is just for projects that disturb and acre or more. I think that the amendment to the Site Plan review Section of the Zoning Bylaws is vague enough to cover us. I think including language in that section regarding the one acre or more may get too confusing. Let me know if you have any thoughts.
Thanks

From: Schwartz, Jaurice [<mailto:schwartzj@wseinc.com>]
Sent: Wednesday, February 20, 2019 9:10 AM
To: Margaret Hoffman
Cc: Deguglielmo, Tim
Subject: Revised Planning Board Rules & Regs

Hi Margaret,

Attached are the revised Planning Board Rules and Regs. I culled the new information added down to 3 pages. Let me know if you think this will work or if you want me to try to cut it back further. For the reference included in the Bylaw (are you including something in the Zoning Bylaw or the Town Bylaws?) to these Rules and Regs, I think you'll want to make sure it is clear that it applies to all projects that disturb more than one acre – whether that be subdivisions or projects subject to site plan review. Also, I did include an item on enforcement in the section of the Planning Board Rules and Regs that I revised, which is required by the permit. I guess the only concern would be if enforcement

provisions would be more appropriate in the actual bylaw as opposed to the rules and regs. Depending on where the rules and regs are referenced, perhaps we can utilize existing enforcement language in that bylaw?

Thanks,
Jaurice

Jaurice A. Schwartz, PE
PROJECT MANAGER
direct: 978-532-1900 ext. 2248



Weston & Sampson
5 Centennial Drive | Peabody, MA 01960 (HQ)
tel: 978-532-1900
westonandsampson.com

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By-Laws of the Town of Wenham

Section 3: In addition to the license fees required by Section 1, there shall be assessed a late charge of twenty-five dollars (\$25.00) with respect to any dog that is not licensed before January 31st of each year.

Section 4: No dog collected under the provisions of this Bylaw, or the provisions of Massachusetts General Laws, Chapter 140, as amended, shall be released unless it has been licensed as required by this Chapter.

Section 5: The owner or keeper of a dog found in violation of this Bylaw or the provisions of Massachusetts General Laws, Chapter 140, as amended, which has been impounded, shall pay fees equal to the expenses incurred by the Town for the collection, initial handling, and daily care (if applicable) of such dogs. These fees shall be established by the Board of Selectmen, in accordance with Massachusetts General Laws, Chapter 140, as amended.

Section 6: No dog may be allowed to run free in public parks, schoolyards, recreation areas, or cemeteries.

Section 7: Any person may make a written complaint to the selectmen that any dog owned or kept within the Town is a Nuisance Dog or a Dangerous Dog, as those terms are defined in M.G.L. Chapter 140, Section 157. The Board of Selectmen shall investigate or cause to be investigated such complaint, including an examination under oath of the complainant at a public hearing in the municipality to determine whether the dog is a Nuisance Dog or a Dangerous Dog, and the Animal Control Officer shall make such order concerning the restraint or disposal of such dog as provided in M.G.L. c.140, Section 157. Violations of such orders shall be subject to the enforcement provisions of M.G.L. Chapter 140, Section 157 and 157A, which, upon conviction, may include: for a first offense, a fine of not more than \$500 or imprisonment for not more than 60 days in a jail or house of correction, or both, and for a second or subsequent offense by a fine of not more than \$1,000 or imprisonment for not more than 90 days in a jail or house of correction.

Section 8: In accordance with M.G.L. Chapter 140, Section 173A, and General Law Chapter 40, Section 21D, Non-Criminal Disposition Fines, may be used to enforce this bylaw. The Animal Control Officer, any police officer or any other person so appointed by the Board of Selectmen may issue notices of violation of bylaw. The fines for such violations, per dog, shall be as follows:

First offense: Written warning, no fine

Second offense: \$25.00

Third offense: \$50.00

Subsequent offenses: \$ 100.00

Approved by the Special Town Meeting 11/5/2013, Accepted by the Attorney General 11/25/2013, Effective January 1, 2014

CHAPTER XXIV STORM WATER MANAGEMENT BYLAW

BYLAW GOVERNING DISCHARGES TO THE MUNICIPAL STORM DRAIN SYSTEM

1.0 PURPOSE

Increased and contaminated stormwater runoff is a major cause of impairment of water quality and flow in lakes, ponds, streams, rivers, wetlands and groundwater; contamination of drinking water supplies; alteration or

By-Laws of the Town of Wenham

destruction of aquatic and wildlife habitat; and flooding.

The regulation of illicit connections and discharges to the municipal storm drain system is necessary for the protection of the Town of Wenham's water bodies and groundwater, and to safeguard the public health, safety, welfare and the environment.

The purpose of this Bylaw is to prevent pollutants from entering the Town of Wenham's municipal separate storm sewer system (MS4), require the removal of all such illicit connections; comply with state and federal statutes and regulations relating to stormwater discharges, and to establish the legal authority to ensure compliance with the provisions of this bylaw through inspection, monitoring, and enforcement

2.0 DEFINITIONS

AUTHORIZED ENFORCEMENT AGENCY: The Board of Selectmen (hereinafter the Board) or its employees, officers or agents designated to enforce this bylaw.

BEST MANAGEMENT PRACTICE (BMP): An activity, procedure, restraint, or structural improvement that helps to reduce the quantity or improve the quality of stormwater runoff.

CLEAN WATER ACT: The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) as hereafter amended.

DISCHARGE OF POLLUTANTS: The addition from any source of any pollutant or combination of pollutants into the municipal storm drain system or into the waters of the United States or Commonwealth of Massachusetts from any source.

GROUNDWATER: Water beneath the surface of the ground.

ILLICIT CONNECTION: A surface or subsurface drain or conveyance, which allows an illicit discharge into the municipal storm drain system, including without limitation sewage, process wastewater, or wash water and any connections from indoor drains, sinks, or toilets, regardless of whether said connection was previously allowed, permitted, or approved before the effective date of this Bylaw

ILLICIT DISCHARGE: Direct or indirect discharge to the municipal storm drain system that is not composed entirely of stormwater, except as exempted in Section 7. The term does not include a discharge in compliance with an NPDES Stormwater Discharge Permit or a Surface Water Discharge Permit, or resulting from fire fighting activities exempted pursuant to Section 7 of this bylaw.

IMPERVIOUS SURFACE: Any material or structure on or above the ground that prevents water infiltrating the underlying soil. Impervious surface includes without limitation roads, paved parking lots, sidewalks, and rooftops.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) or MUNICIPAL STORM DRAIN SYSTEM: The system of conveyances designed or used for collecting or conveying stormwater, including any road with a drainage system, street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, reservoir, and other drainage structure that together comprise

By-Laws of the Town of Wenham

the storm drainage system owned or operated by the Town of Wenham.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER

DISCHARGE PERMIT: A permit issued by United States Environmental Protection Agency or jointly with the State that authorizes the discharge of pollutants to waters of the United States.

NON-STORMWATER DISCHARGE: Discharge to the municipal storm drain system not composed entirely of stormwater.

PERSON or USER: An individual, partnership, association, firm, company, trust, corporation, agency, authority, department or political subdivision of the Commonwealth of Massachusetts or the federal government, to the extent permitted by law, and any officer, employee, or agent of such person.

POLLUTANT: Any element or property of sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may be introduced into any sewage treatment works or waters of the Commonwealth of Massachusetts. Pollutants shall include without limitation:

- paints, varnishes, and solvents;
- oil and other automotive fluids;
- non-hazardous liquid and solid wastes and yard wastes;
- refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordnances, accumulations and floatables;
- pesticides, herbicides, and fertilizers;
- hazardous materials and wastes; sewage, fecal coliform and pathogens;
- dissolved and particulate metals;
- animal wastes;
- rock, sand, salt, soils;
- construction wastes and residues; and
- and noxious or offensive matter of any kind.

PROCESS WASTEWATER: Water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any material, intermediate product, finished product, or waste product.

RECHARGE: The process by which groundwater is replenished by precipitation through the percolation of runoff and surface water through the soil.

STORMWATER: Stormwater runoff, snow melt runoff, and surface water runoff and drainage.

SURFACE WATER DISCHARGE PERMIT: A permit issued by the Massachusetts Department of Environmental Protection (DEP) pursuant to 314 CMR 3.00 that authorizes the discharge of pollutants to waters of the Commonwealth of Massachusetts.

TOXIC OR HAZARDOUS MATERIAL or WASTE: Any material, which because of its quantity, concentration, chemical, corrosive, flammable, reactive, toxic, infectious or radioactive characteristics, either separately or in combination with any substance or substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment. Toxic or hazardous materials include any synthetic organic

By-Laws of the Town of Wenham

chemical, petroleum product, heavy metal, radioactive or infectious waste, acid and alkali, and any substance defined as Toxic or Hazardous under G.L. Ch.21C and Ch.21E, and the regulations at 310 CMR 30.000 and 310 CMR 40.0000.

WATERCOURSE: A natural or man-made channel through which water flows or a stream of water, including a river, brook or underground stream.

WATERS OF THE COMMONWEALTH: All waters within the jurisdiction of the Commonwealth of Massachusetts, including, without limitation, rivers, streams, lakes, ponds, springs, impoundments, estuaries, wetlands, costal waters, and groundwater.

WASTEWATER: Any sanitary waste, sludge, or septic tank or cesspool overflow, and water that during manufacturing, cleaning or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct or waste product.

3.0 APPLICABILITY

This Bylaw applies to any and all flows entering the municipally owned storm drainage system, stormwater discharges, and/or indirect stormwater discharges.

4.0 AUTHORITY

This Bylaw is adopted under the authority granted by the Home Rule Amendment of the Massachusetts Constitution and the Home Rule Procedures Act, and pursuant to the regulations of the federal Clean Water Act found at 40 CFR 122.34.

Nothing in this Bylaw is intended to replace the requirements or authority of any other bylaw, state, federal or superceding authority.

5.0 ADMINISTRATION

The Authorized Enforcement Agency shall administer, implement and enforce this Bylaw. Any powers granted to or duties imposed upon the Authorized Enforcement Agency may be delegated in writing by the Authorized Enforcement Agency to employees, officers or agents of the Town Administrator, Department of Public Works, Board of Health, Conservation Commission, Planning Board or other Town Department.

6.0 REGULATIONS

The Authorized Enforcement Agency may promulgate rules and regulations to effectuate the purposes of this bylaw. Failure by the Authorized Enforcement Agency to promulgate such rules and regulations shall not have the effect of suspending or invalidating this bylaw.

7.0 PROHIBITED ACTIVITIES

Illicit Discharge - No person shall dump, discharge, cause or allow to be discharged any pollutant, or non-stormwater discharge into the municipal storm drain system, watercourse, waters of the Commonwealth or

By-Laws of the Town of Wenham

abutting property.

Illicit Connection - No person shall construct, use, allow, maintain or continue any connection to the municipal storm drain system, regardless of whether the connection was permissible under applicable law, regulation or custom at the time of connection.

Obstruction of the Municipal Storm Drain System – No person shall obstruct or interfere with the normal flow of stormwater into or out of the municipal storm drain system without prior written approval from the Planning Board

8.0 EXEMPTIONS

This article shall not apply to any of the following non-stormwater discharges or flows provided that the source is not a significant contributor of a pollutant to the municipal storm drain system.

Waterline Flushing.

Flows from potable water sources.

Springs.

Natural flows from riparian habitats and wetlands.

Diverted stream flows.

Rising groundwater.

Uncontaminated groundwater infiltration as defined in 40 CFR 35.2005(20), or uncontaminated pumped groundwater.

Uncontaminated groundwater discharge from a residential sump pump.

Water from exterior foundation drains, footing drains (not including active or pipelines), crawl space pumps, or air conditioner condensation.

Discharges from landscape irrigation or lawn watering.

Water from individual residential car washing.

Discharges from dechlorinated swimming pool water (less than one part per million chlorine) provided it is allowed to stand for one week prior to draining, or tested for chlorine levels with a pool test kit prior to draining, and the pool is drained in such a way as to not cause a nuisance.

Discharges from street sweepers of minor amounts of water during operations.

Discharges or flows resulting from fire fighting activities.

Dye testing, provided written notification is given to the Authorized Enforcement Agency prior to the time of the test, preferably at least 72 hours prior to the start of the testing.

Non-stormwater discharges permitted under an National Pollutant Discharge Elimination System (NPDES) Permit, or waste discharge order administered under the authority of the United States Environmental Protection Agency, provided that the discharge is in full compliance with the requirements of the permit, waiver or order and applicable laws and regulations.

Discharges for which advanced written approval is received from the Authorized Enforcement Agency if necessary to protect public health, safety, welfare or the environment.

9.0 EMERGENCY SUSPENSION OF STORM DRAINAGE SYSTEM ACCESS

The Authorized Enforcement Agency may suspend municipal storm drain system access to any person or property without prior written notice when such suspension is necessary to stop an actual or threatened illegal

By-Laws of the Town of Wenham

discharge that presents or may present imminent risk of harm to the public health, safety, welfare or the environment. In the event any person fails to comply with an emergency suspension order, the Authorized Enforcement Agency may take all reasonable steps to prevent or minimize harm to the public health, safety, and welfare of the environment.

Any user that denies the Authorized Enforcement Agency reasonable access to the user's premises for the purpose of inspection, monitoring, records examination, or sampling of non-stormwater or stormwater discharges is subject to discharge termination.

Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Authorized Enforcement Agency may take such steps as deemed necessary, including immediate severance of the sewer or storm drain connection, to prevent or minimize damage to the municipal storm drain system, its receiving stream, or endangerment to any individuals. The Authorized Enforcement Agency may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Authorized Enforcement Agency that the period of endangerment has passed.

10.0 NOTIFICATION OF SPILLS

Notwithstanding any other requirements of local, state or federal law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials at that facility operation which is resulting or may result in illegal discharge of pollutants that person shall take all necessary steps to ensure containment, and cleanup of the release.

In the event of a release of oil or hazardous materials, the person shall immediately notify the Wenham Fire and Police Departments, Department of Public Works and Board of Health. In the event of a release of non-hazardous material, said person shall notify the Department of Public Works no later than the next business day. Written confirmation of all telephone, facsimile or in person notifications shall be provided to the Department of Public Works within three business days thereafter.

If the discharge of prohibited materials is from a commercial or industrial facility, the facility owner or operator of the facility shall retain on-site a written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

11.0 Enforcement

The Authorized Enforcement Agency or an authorized agent of the Authorized Enforcement Agency shall enforce this bylaw, regulations, orders, violation notices, and enforcement orders, and may pursue all civil and criminal remedies for such violations.

Civil Relief - If a person violates the provisions of this bylaw, regulations, permit, notice, or order issued thereunder, the Authorized Enforcement Agency may seek injunctive relief in a court of competent jurisdiction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

By-Laws of the Town of Wenham

Orders – The Authorized Enforcement Agency or an authorized agent of the Authorized Enforcement Agency may issue a written order to enforce the provisions of this bylaw or the regulations thereunder, which may include:

elimination of illicit connections or discharges to the MS4;
performance of monitoring, analyses, and reporting;
that unlawful discharges, practices, or operations shall cease and desist; and
remediation of contamination in connection therewith.

If the enforcing person determines that abatement or remediation of contamination is required, the order shall set forth a deadline by which such abatement or remediation must be completed. Said order shall further advise that, should the violator or property owner fail to abate or perform remediation within the specified deadline, the Town of Wenham may, at its option, undertake such work, and expenses thereof shall be charged to the violator.

Within thirty (30) days after completing all measures necessary to abate the violation or to perform remediation, the violator and the property owner will be notified of the costs incurred by the Town of Wenham, including administrative costs. The violator or property owner may file a written protest objecting to the amount or basis of costs with the Authorized Enforcement Agency within thirty (30) days of receipt of the notification of the costs incurred. If the amount due is not received by the expiration of the time in which to file a protest or within thirty (30) days following a decision of the Authorized Enforcement Agency affirming or reducing the costs, or from a final decision of a court of competent jurisdiction, the costs shall become a special assessment against the property owner and shall constitute a lien on the owner's property for the amount of said costs. Interest shall begin to accrue on any unpaid costs at the statutory rate provided in G.L. Ch. 59, 57 after the thirty-first day at which the costs first become due.

Criminal Penalty - Any person who violates any provision of this bylaw, regulation, order or permit issued thereunder, shall be punished by a fine of not more than \$200. Each day or part thereof that such violation occurs or continues shall constitute a separate offense.

Entry to Perform Duties Under this Bylaw - To the extent permitted by state law, or if authorized by the owner or other party in control of the property, the Authorized Enforcement Agency, its agents, officers, and employees may enter upon privately owned property for the purpose of performing their duties under this bylaw and regulations and may make or cause to be made such examinations, surveys or sampling as the Authorized Enforcement Agency deems reasonably necessary.

Appeals - The decisions or orders of the Authorized Enforcement Agency shall be final. Further relief shall be to a court of competent jurisdiction.

Remedies Not Exclusive - The remedies listed in this bylaw are not exclusive of any other remedies available under any applicable federal, state or local law.

12.0 Severability

The provisions of this bylaw are hereby declared to be severable. If any provision, paragraph, sentence, or clause, of this bylaw or the application thereof to any person, establishment, or circumstances shall be held

By-Laws of the Town of Wenham

invalid, such invalidity shall not affect the other provisions or application of this bylaw.

13.0 Transitional Provisions

Residential property owners shall have 90 days from the effective date of the bylaw to comply with its provisions provided good cause is shown for the failure to comply with the bylaw during that period.

CHAPTER XXV WENHAM HISTORICAL COMMISSION

SECTION 1

This bylaw shall be known and may be cited as the Wenham Historical Commission Bylaw and is adopted pursuant to Chapter 40C of the General Laws of the Commonwealth of Massachusetts, as amended.

SECTION 2

The purpose of this bylaw is to promote the educational, cultural, economic and general welfare of the public through the preservation and protection of the distinctive characteristics of buildings and places significant in the history of the Town of Wenham or their architecture, and through the maintenance and improvement of settings for such buildings and places and the encouragement of design compatible therewith.

SECTION 3

There is hereby established under the provisions of Chapter 40C of the General Laws a historic district to be known as the “Wenham Historic District 1972” attached to and made part of this bylaw.

SECTION 4

There is hereby established under Chapter 40C of the General Laws, with all the powers and duties of a historic district commission under such statute a Wenham Historical Commission / Historic District Commission, consisting of seven members to be appointed in accordance with the provisions of such statute; provided, however, that in addition to the organizations which section four of such statute designates, the Wenham Village Improvement Society may submit nominees for membership in the Commission. The initial appointments to membership in the Commission shall be as follows: two members appointed for a term of one year; two members appointed for a term of two years; and three members appointed for a term of three years. Successors shall each be appointed for a term of three years. Vacancies shall be filled by appointment for the unexpired term.

SECTION 5

Notwithstanding anything containing in this bylaw to the contrary, the authority of this commission shall not extend to the review of the following categories of buildings or structures or exterior architectural features in the Wenham Historic District.

- a. Terraces, walks, driveways and similar structures or any one or more of them, provided that any such structure is substantially at grade level.
- b. Storm doors and windows, screens, window air conditioners, lighting fixtures, antennas and similar appurtenances, or any one or more of them.
- c. The color of paint

BOARD OF SELECTMEN MEETING

May 13, 2019

NEW BUSINESS

J.

Potential Approval and Execution of Settler's Lane Quitclaim Deed

(5 minutes)

- Draft Motion
- Email regarding Wenham Street Acceptance Procedure: Settler's Lane from Margaret Hoffman, Planning Coordinator, May 7, 2019
- Email regarding Wenham Street Acceptance Procedure: Settler's Lane from Margaret Hoffman, Planning Coordinator, April 23, 2019
- Acceptance of Deed to Settler's Lane
- Certificate of Vote, Article 14: Acceptance of Settler's Lane as a Public Way, Annual Town Meeting, Saturday, April 6, 2019
- Settler's Lane, Wenham Quitclaim Deed

BOARD OF SELECTMEN MEETING

May 13, 2019

DRAFT MOTION

Settler's Lane Quitclaim Deed

- Vote: I move the Board of Selectmen pursuant to the vote taken under Article 14 of the April 6, 2019 Annual Town Meeting, hereby accepts the foregoing deed to Settler's Lane for public way purposes from 75 Arbor Street Development, LLC.

Seconded / Discussion/ Vote

Nicole Roebuck

From: Margaret Hoffman
Sent: Tuesday, May 07, 2019 9:47 AM
To: Nicole Roebuck
Cc: Town Administrator; Shirin Everett
Subject: RE: Wenham: Street Acceptance Procedure - Settlers Lane

The Planning Board will vote to release the Tripartite agreement Thursday night and then the Selectmen should be able to sign off on it. I have looped Shirin in so she is aware and can advise the Selectmen. If you can put it on their agenda for next Monday, they should be able to sign the deed if they get the final subordinations from Shirin.

From: Nicole Roebuck
Sent: Tuesday, May 7, 2019 9:42 AM
To: Margaret Hoffman
Cc: Town Administrator
Subject: RE: Wenham: Street Acceptance Procedure - Settlers Lane

Hi Margaret,

Any updates on Settler's Lane?

Nicci Roebuck

*Executive Assistant
Town Administrator's Office*

Town of Wenham

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

From: Margaret Hoffman
Sent: Tuesday, April 30, 2019 2:40 PM
To: Nicole Roebuck
Subject: FW: Wenham: Street Acceptance Procedure - Settlers Lane

The Selectmen should hold off on accepting the deed for Settlers Lane until we hear back from Shirin.

Thanks

Margaret

From: Shirin Everett [mailto:SEverett@k-plaw.com]
Sent: Tuesday, April 30, 2019 2:22 PM
To: Margaret Hoffman
Subject: RE: Wenham: Street Acceptance Procedure - Settlers Lane

Margaret,

We have not received the subordinations yet. I recommend we hold off on accepting the deed until we know for sure that the mortgages will be subordinated or discharged. It seems that they should be able to obtain them relatively quickly.

Shirin Everett, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 654 1731

F: (617) 654 1735

severett@k-plaw.com

www.k-plaw.com

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From: Margaret Hoffman [mailto:MHoffman@wenhamma.gov]

Sent: Tuesday, April 30, 2019 2:16 PM

To: Shirin Everett <SEverett@k-plaw.com>

Subject: RE: Wenham: Street Acceptance Procedure - Settlers Lane

Hi Shirin,

Are the Selectmen OK to accept the deed tonight?

From: Shirin Everett [mailto:SEverett@k-plaw.com]

Sent: Tuesday, April 23, 2019 6:42 PM

To: 'pgourdeau@gourdeau.com'; 'kshepherd@gourdeau.com'

Cc: Margaret Hoffman

Subject: Wenham: Street Acceptance Procedure - Settlers Lane

Hello Peter and Kathy,

I represent the Town of Wenham, and I am writing with respect to the Town's acceptance of Settler's Lane as a public way. Before the Town can accept the deed, we need to make sure that there are no monetary encumbrances, particularly the 2 mortgages recorded in Book 29424, Page 535 and Page 556 (which cover the entire property in Wenham, including the road). Please send us copies of the recorded partial releases and we will then accept the deed.

Thank you.

Shirin Everett, Esq.

KP | LAW

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Boston, MA 02110

O: (617) 654 1731

F: (617) 654 1735

severett@k-plaw.com

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From: Margaret Hoffman [<mailto:MHoffman@wenhamma.gov>]

Sent: Tuesday, April 23, 2019 4:42 PM

To: Shirin Everett <SEverett@k-plaw.com>

Cc: Lauren F. Goldberg <LGoldberg@k-plaw.com>; Nicole Roebuck <NRoebuck@wenhamma.gov>; Dianne Bucco <DBucco@wenhamma.gov>; Town Administrator <TownAdministrator@wenhamma.gov>

Subject: RE: Wenham: Street Acceptance Procedure - Settlers Lane

Thank you Shirin,

Peter Gourdeau is the developer and he has been our contact person. His contact is:

Peter C. Gourdeau

978.697.9684

pgourdeau@gourdeau.com

But more recently I have heard from Kathy Shepherd that works with Peter Gourdeau:

Kathy Shepherd

Willowdale Associates

978-468-3511 x15

kshepherd@gourdeau.com

Nicci will be handling getting the information to the Selectmen and on their agenda. But could you please copy me on everything in case she needs backup? Thanks Shirin.

Margaret

Nicole Roebuck

From: Margaret Hoffman
Sent: Tuesday, April 23, 2019 4:42 PM
To: Shirin Everett
Cc: Lauren F. Goldberg; Nicole Roebuck; Dianne Bucco; Town Administrator
Subject: RE: Wenham: Street Acceptance Procedure - Settlers Lane

Thank you Shirin,
Peter Gourdeau is the developer and he has been our contact person. His contact is:

Peter C. Gourdeau
978.697.9684
pgourdeau@gourdeau.com

But more recently I have heard from Kathy Shepherd that works with Peter Gourdeau:

Kathy Shepherd
Willowdale Associates
978-468-3511 x15
kshepherd@gourdeau.com

Nicci will be handling getting the information to the Selectmen and on their agenda. But could you please copy me on everything in case she needs backup? Thanks Shirin.

Margaret

From: Shirin Everett [mailto:SEverett@k-plaw.com]
Sent: Tuesday, April 23, 2019 3:59 PM
To: Margaret Hoffman
Cc: Lauren F. Goldberg; Nicole Roebuck; Dianne Bucco; Administrator; Amy E. Kwesell
Subject: RE: Wenham: Street Acceptance Procedure - Settlers Lane

Hello Margaret,

I have been working on this matter. I reviewed the deed and have attached an Acceptance of Deed to be signed by the Board of Selectmen, to which a certified copy of the Town Meeting vote should be attached. These documents will be recorded with the deed.

Before the Selectmen accept the deed, however, I need to confirm with the developer's attorney that there is no longer mortgages encumbering the roadway. If you have any contact information for the developer or the developer's attorney, please send it to me. I will let you know when we can move forward with the acceptance.

Thanks.

Shirin

Shirin Everett, Esq.
KP | LAW

101 Arch Street, 12th Floor
Boston, MA 02110
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F: (617) 654 1735
severett@k-plaw.com
www.k-plaw.com

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From: Margaret Hoffman [mailto:MHoffman@wenhamma.gov]
Sent: Tuesday, April 23, 2019 12:45 PM
To: Shirin Everett <SEverett@k-plaw.com>; Amy E. Kwesell <AKwesell@k-plaw.com>
Cc: Lauren F. Goldberg <LGoldberg@k-plaw.com>; Nicole Roebuck <NRoebuck@wenhamma.gov>; Dianne Bucco <DBucco@wenhamma.gov>; Administrator <Administrator@wenhamma.gov>
Subject: RE: Wenham: Street Acceptance Procedure - Settlers Lane

Good afternoon Shirin and Amy,
I am not sure who will be helping us on this but, The Town meeting voted to accept Settler's Lane on April 6. I believe the next and final step is to have the Selectmen sign the quitclaim deed to acquire the property rights as indicated in Amy's email from February 20. I am attaching the quitclaim deed that we received from the developer. Nicci can put it on the Selectmen's agenda for next week if you agree. Is there anything else we need to do in order to close the loop on this acceptance? Do we need to record the deed at the Registry after it is signed by both parties? Or can we have the developer do that? Thanks for your help as always.
Margaret

Margaret R. Hoffman, AICP
Planning Coordinator
Town of Wenham
138 Main Street
Wenham, MA 01984
978-468-5520 Ext. 8
www.wenhamma.gov

From: Shirin Everett [mailto:SEverett@k-plaw.com]
Sent: Tuesday, January 22, 2019 3:15 PM
To: Peter Lombardi
Cc: Margaret Hoffman; Lauren F. Goldberg; Amy E. Kwesell; Nicole Roebuck
Subject: Wenham: Street Acceptance Procedure - Settlers Lane

Hello Peter,

As discussed, if the Board of Selectmen decides to accept Settler's Lane as a public way, they should vote so tonight or at a later meeting and sign the attached Order of Layout. The Order of Layout refers only to the plan on record, as it is my understanding that the dimensions of the road, as constructed on the ground, matches the dimensions of the way as shown on the recorded plan. A separate layout plan (that is, the as-built plan), while

certainly useful, does not need to be referenced as part of the layout order. Once signed, please file the Order of Layout with a copy of the recorded plan with the Town Clerk.

The Selectmen may vote as follows: "Moved that common convenience and necessity require the layout of Settler's Lane as a public way, and we hereby lay out Settler's Way as a town way, as shown on a plan dated June 1, 2007 and recorded with the Essex South District Registry of Deeds in Plan Book 423, Page 84, and recommend the acceptance of said layout to Town Meeting."

I will send you the warrant article shortly.

Please let me know if you have any questions.

Shirin Everett, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 654 1731

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severett@k-plaw.com

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From: Peter Lombardi [<mailto:PLombardi@wenhamma.gov>]

Sent: Wednesday, January 16, 2019 3:33 PM

To: Amy E. Kwesell <AKwesell@k-plaw.com>

Cc: Lauren F. Goldberg <LGoldberg@k-plaw.com>; Margaret Hoffman <MHoffman@wenhamma.gov>; Nicole Roebuck <NRoebuck@wenhamma.gov>

Subject: FW: Street Acceptance Procedure - Settlers Lane

Hi Amy,

The BOS is holding their public hearing on the Settlers Lane acceptance next Tuesday night. Is there any recommended/required language you have for their vote to put it on the warrant?

Thanks,

Peter

Peter Lombardi

Town Administrator

138 Main Street

Wenham, MA 01984

978-468-5520 x.2

<http://wenhamma.gov>

From: Margaret Hoffman

Sent: Tuesday, October 16, 2018 6:37 PM

To: Peter Lombardi

Cc: Nicole Roebuck
Subject: RE: Street Acceptance Procedure - Settlers Lane

Here is the application letter and the comments from Town Staff. I have the large mylar plan in my office. Copy is attached. (ABsettlers(171219).pdf)

From: Peter Lombardi
Sent: Tuesday, October 16, 2018 6:05 PM
To: Margaret Hoffman
Cc: Nicole Roebuck
Subject: RE: Street Acceptance Procedure - Settlers Lane

Let's put it on next week's BOS agenda – open session is relatively light so far. Can you send us all of the back-up for the packet?

Peter Lombardi
Town Administrator

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

From: Margaret Hoffman
Sent: Tuesday, October 16, 2018 4:54 PM
To: Peter Lombardi
Subject: FW: Street Acceptance Procedure - Settlers Lane

Hi Peter,
The Planning Board looked at the street acceptance request for Settler's Lane and they are comfortable with forwarding it for acceptance. But from what Amy had said last year, I think we need an official request from the BoS for recommendations from the Planning Board, then the BoS needs to have a public hearing on it. I can draft a letter from the Planning Board, but do you think we need an official request from the BoS first? Let me know how you want to proceed. Thanks

From: Amy E. Kwezell [<mailto:AKwesell@k-plaw.com>]
Sent: Tuesday, February 20, 2018 2:27 PM
To: Margaret Hoffman; Peter Lombardi
Cc: Lauren F. Goldberg; Mark R. Reich
Subject: Street Acceptance Procedure

Margaret:
As we discussed, below are the steps required for street acceptances.
Thanks,
Amy

Procedure for the laying out of public ways:

- 1) The Board of Selectmen or Road Commissioners refer (by their vote) the proposed layout (the layout plan and description) to the Planning Board for its report.

- 2) Once the Planning Board has reported to the BOS/Road Commissioners, or 45 days have elapsed since the referral without a report, the BOS/Road Commissioners must notify all abutters to the road by sending a letter at least 7 days prior to the BOS/Road Commissioner's layout meeting/public hearing.
- 3) BOS/Road Commissioners meet and vote to order that the way be laid out as shown on a plan or legal description.
- 4) Following the BOS/Road Commissioners vote, a copy of their vote and the layout plan and description must be placed on file with the Town Clerk. This must be done at least 7 days before a Town Meeting vote to accept the layout.
- 5) Town Meeting must then vote to accept the layout as ordered by the BOS/Road Commissioners.
- 6) Following a Town Meeting vote to accept the layout, the Town has 120 days in which to acquire property rights within the layout sufficient to use the layout for public way purposes. If this is not done the layout will not be effective.

Amy E. Kwesell, Esq.

KP | LAW

101 Arch Street, 12th Floor
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ACCEPTANCE BY TOWN OF WENHAM

On this ____ day of _____, 2019, the Town of Wenham, acting by and through its Board of Selectmen pursuant to the vote taken under Article 14 of the April 6, 2019 Annual Town Meeting, hereby accepts the foregoing deed to Settler's Lane for public way purposes, from 75 Arbor Street Development, LLC.

TOWN OF WENHAM,
By its Board of Selectmen

Catherine Harrison, Chairman

John Clemenzi, Vice-Chairman

Jack Wilhelm, Clerk

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, member of the Wenham Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Wenham.

Notary Public
My Commission Expires:



TOWN OF WENHAM
TOWN CLERK'S OFFICE

Annual Town Meeting –Saturday April 6, 2019
Certificate of Vote, Article 14

ARTICLE 14: **Acceptance of Settler's Lane as a Public Way**

To see if the Town will to vote accept as a Town way the roadway known as Settler's Lane, as heretofore laid out by the Board of Selectmen and shown on a plan entitled "Definitive Plans/Settler's Lane/Wenham, Mass.", prepared by Hayes Engineering, Inc., dated June 1, 2007, last revised October 8, 2009, and recorded with the Essex South District Registry of Deeds in Book 423, Page 84, and on file with the Town Clerk, and to authorize the Board of Selectmen to acquire on behalf of the Town, by gift, purchase, and/or eminent domain, the fee to or an easement to use Settler's Lane for all purposes for which public ways are used in the Town of Wenham, and any and all drainage, utility, access, and/or other easements related thereto.

Or take any other action relative thereto.

Recommendation: Board of Selectmen: Favorable Action (2-0-0)

Motion: John Clemenzi of the Board of Selectmen moved that the Town vote to accept as a Town way the roadway known as Settler's Lane, as heretofore laid out by the Board of Selectmen and shown on a plan entitled "Definitive Plans/Settler's Lane/Wenham, Mass.", prepared by Hayes Engineering, Inc., dated June 1, 2007, last revised October 8, 2009, and recorded with the Essex South District Registry of Deeds in Book 423, Page 84, and on file with the Town Clerk, and to authorize the Board of Selectmen to acquire on behalf of the Town, by gift, purchase, and/or eminent domain, the fee to or an easement to use Settler's Lane for all purposes for which public ways are used in the Town of Wenham, and any and all drainage, utility, access, and/or other easements related thereto.

Action: Article 14 passed by majority.

ATTEST:

Dianne K. Bucco

Date: April 23, 2019

Dianne K. Bucco, Town Clerk

QUITCLAIM DEED

75 Arbor Street Development LLC, a Massachusetts limited liability company with a principal place of business at 203 Willow Street, South Hamilton, Massachusetts, 01982 (the "Grantor"),

for consideration paid and in full consideration in the amount of Ten Dollars and 00/100 (\$10.00),

grants to **THE TOWN OF WENHAM**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, with an address of Town Hall, 138 Main Street, Wenham, Massachusetts 01984 (the "Grantee"),

WITH QUITCLAIM COVENANTS,

the fee interest in the roadway and land shown as "Settler's Lane" on a series of plans consisting of five sheets, entitled "Definitive Plans/Settler's Lane/Wenham, Mass." drawn by Hayes Engineering, Inc., dated June 1, 2007, as last revised October 8, 2009, as endorsed by the Planning Board of the Town of Wenham and recorded with the Essex County South District Registry of Deeds (the "Registry") on April 28, 2010, in Plan Book 423, Plan 84, including the Grantor's right, title and interest in any improvements, utilities or drainage facilities therein.

The property described above is conveyed subject to (i) the rights of property owners abutting Settler's Lane and their invitees to use Settler's Lane as shown on the Plan referenced above for all purposes for which streets and ways may be used in the Town of Wenham in common with others entitled thereto; (ii) an instrument entitled "Notice Regarding Installed Stormwater Recharge Basins" dated April 29, 2011, recorded in the Registry in Book 30428, Page 374; (iii) the temporary slope easement reserved over a portion of Lot 4 by an instrument entitled "Grant and Reservation of Easements," dated May 25, 2011, recorded in the Registry in Book 30428, Page 376, to the extent in force and applicable; (iv) an easement dated June 26, 2010 granted to Verizon New England, Inc. recorded in the Registry in Book 29653, Page 357; (v) an easement dated June 22, 2010 granted to Massachusetts Electric Company recorded in the Registry in Book 29693, Page 276; (vi) the terms of an instrument entitled "Covenant" dated April 28, 2010, recorded in the Registry in Book 29424, Page 519, as affected by a Release granted by the Planning Board of the Town of Wenham dated May 12, 2011, recorded in the Registry in Book 30428, Page 380; (vii) an instrument entitled "Town of Wenham Planning

Board Modified and Restated Certificate of Approval of Definitive Plan" dated October 8, 2009, recorded in the Registry in Book 29424, Page 484, as affected by said Release granted by the Planning Board of the Town of Wenham dated May 12, 2011, recorded in the Registry in Book 30428, Page 380, and (viii) an instrument entitled "Town of Wenham Planning Board Certificate of Grant of Special Permit for Grading and Redistribution of Earth, Wenham Zoning By-Law, Section 10.1", dated October 8, 2009, recorded in the Registry in Book 29424, Page 512.

Property Address: Settlers' Lane, Wenham, Massachusetts 01984

For Grantor's title see deeds recorded in the Registry in Book 29424, Page 478 and Page 482.

The Grantor hereby certifies that it has not elected to be treated as a corporation for federal tax purposes for the current taxable year.

The Grantor hereby certifies that no member of the LLC has an ex-spouse or civil union partner who occupies or intends to occupy the land as a principal residence or is entitled to claim the benefit of an existing estate of homestead in the property by court order or otherwise.

Executed under seal this _____th day of April, 2018.

75 Arbor Street Development LLC

By: _____
Name: Peter C. Gourdeau
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

April _____, 2018

Then appeared before me, the undersigned notary public, personally appeared Peter C. Gourdeau, Manager, proved to me through satisfactory evidence of identification, which was (i) a driver's license or other state or federal governmental document bearing a photographic image, (ii) an oath or affirmation of a credible witness known to me who knows the above signatory, or (iii) my own personal knowledge of the identity of the signatory, to be the person whose name is signed above and he acknowledged that he signed it voluntarily for its stated purpose as Manager of 75 Arbor Street Development LLC.

Notary Public
My Commission Expires:

ACCEPTANCE

The Town of Wenham, acting by and through its Board of Selectmen accepts this instrument, effective on recording in the Registry, as that term is defined above.

Jack Wilhelm

Catherine Harrison

John Clemenzi

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

April _____, 2018

Before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (i) a driver's license or other state or federal governmental document bearing a photographic image, (ii) an oath or affirmation of a credible witness known to me who knows the above signatory, or (iii) my own personal knowledge of the identity of the signatory, to be the person whose name is signed above and he acknowledged that he/she signed it voluntarily for its stated purpose as Selectman of the Town of Wenham, Massachusetts.

Notary Public
My Commission Expires:

BOARD OF SELECTMEN MEETING

May 13, 2019

NEW BUSINESS

K.

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