



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

Thursday February 21st

6:00 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.

6:00 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.

- Water Superintendent

6:30 P.M.

PUBLIC INPUT: ITEMS NOT ON THE AGENDA

ANNOUNCEMENTS

JC

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

6:35 P.M.

REPORTS

TOWN ADMINISTRATOR – Update
CHAIRMAN
SELECTMEN

6:40 P.M.

CONSENT AGENDA

CH

A. Minutes

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 HWRSD, Wenham FinCom, Hamilton
BOS, Hamilton FinCom

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

6:45 P.M.

NEW BUSINESS

- D.** Vote to Place Adoption of MGL Chapter 59 Section 5 Clause Forty First C ½ to April 2019 Ballot (10 minutes) **JC**
E. Review and Potential Approval of Accela Master Services Agreement for Shared Inspectional Service E-Permitting Platform (5 minutes) **JC**
F. Other matters, as may not have been reasonably anticipated by the Chair (Discussion Only) **CH**

7:00 P.M.

OLD BUSINESS

- G.** Update on Town Administrator Search Process (10 minutes) **CH**
H. Maple Woods Senior Affordable Housing Project Update (10 minutes) **CH**
I. FY20 Budget Update (10 minutes) **CH**

7:30 P.M.

ANTICIPATED ADJOURNMENT

Board of Selectmen Meeting Announcements – February 21, 2019

John Clemenzi

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

On Saturday April 6th at 12:00pm, the Wenham Village Improvement Society Luncheon will be held in the Bessie Buker Elementary Multipurpose Room prior to our Annual Town Meeting in the Perkins Auditorium which begins at 1:00pm.

Our Annual Town Election will be held at Town Hall on Thursday April 11th from 7:00am to 8:00pm. As of today's deadline, we've received at least one set of papers for all open offices in Wenham except for the School Committee.

Voters must be registered by March 15th to vote in the Annual Town Election. Please contact the Town Clerk's office for information on absentee voting.

TOWN OF WENHAM

EVENTS



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

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

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

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

ABSENTEE VOTING WILL BE AVAILABLE FOR THE TOWN ELECTION
CONTACT THE CLERK - DBUCCO@WENHAMMA.GOV

ABSENTEE VOTING IS NOT AVAILABLE FOR TOWN MEETING

BOARD OF SELECTMEN MEETING

February 21, 2019

REPORTS

- TOWN ADMINISTRATOR – Update
- CHAIRMAN
- SELECTMEN

BOARD OF SELECTMEN MEETING

February 21, 2019

CONSENT AGENDA DRAFT MOTION

I move to approve all items in the Consent Agenda as presented, with the Executive Session meeting minutes of December 4th and December 11th to be held until further notice and the Executive Session Joint with CPC meeting minutes from January 15th to be released.

JW

BOARD OF SELECTMEN MEETING

February 21, 2019

CONSENT AGENDA

A.

Meeting Minutes

➤ 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 HWRSD,

Wenham FinCom, Hamilton BOS, Hamilton FinCom

➤ Executive Session:

December 4, 2018

December 11, 2018

January 15, 2019 (1) Joint with CPC

TOWN OF WENHAM
Board of Selectmen
Meeting of December 1, 2018
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Saturday December 1, 2018 at 8:30 am 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.

Call to Order - With a quorum present, Ms. Harrison called the BOS meeting to order at 8:36 am.

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

Also present: Peter Lombardi, Town Administrator; Patty Moore, Finance Director; Catherine Tinsley, Recording Secretary

The Finance Committee was present as invited guests only and did not participate: Alex Begin; David Polito; Mike Therrien

Abbreviations used:

FY Fiscal Year

COLA Cost of Living Adjustment

Public Information

- FY2020 Budget Documents & Capital Improvement Plan

Each Department's Budget had a summary introduction which was reviewed in the presentation.

The budget presentation included an overview of salaries, expenses, revenues, capital requests and FY20 budget impact.

Each budget had a summary introduction and capital needs listed in the order of priority.

The Department Heads were instructed to start with a level service budget and identify increases and decreases in the budget compared to FY19.

It was noted that the Veteran's Committee is requesting a budget with minimal funding of \$1500 for mailing, printing, cemetery flags, etc. The Town Administrator will work with the Committee on this request.

FY20 PRELIMINARY BUDGET PRESENTATIONS

Mr. Lombardi began the FY2020 budget with an overview of the past five-year capital requests for each department and referenced that list in the meeting binder.

123 BOS –Shift of a portion (of historically unused funds) of expense funds to Town Administrator budget.

221 Town Administrator

Town Hall

Information Technology – new contract due.

Town Counsel / Legal increase recommended to be closer to actuals

Reserve Fund- level funded

Municipal Audit – increase new contract for FY20

Street Lighting, increase

Refuse Collection and Disposal, increase of \$15,268 reflects contract increases with Casella, Wheelabrator, and Brick Ends.

Recycling disposal increased from net zero to \$75-80 a ton (\$25,000 a year) based on market and China policy change. (Some communities are responding by stopping recycling or stopping single stream recycling.)

Retirement cost increase of \$65,561 per Essex Regional Retirement Board based on historical average of 7.5% increase annually

General Insurance cost increase of \$7692

Interfund Transfer out (OPEB) – Increase of \$10,000 per town policy

School unfunded – OPEB \$25-30 million unfunded liability. The BOS noted concern that this is not being funded but recalled that the School Administration indicated when the middle school debt was paid off in FY19 this money would be used to fund an OPEB Trust account.

DRAFT (JW)

Capital Improvement Program – as outlined in the 5-year plan

FY20 new capital – \$200,000

Mr. Lombardi summarized that \$50,000 of capital items funded last year were funded with one-time funding sources.

Capital funding obligations that continue in FY20 have been shifted into the operating budget.

Mr. Lombardi proceeded to give a brief overview of new capital requests noting labor costs were based on prevailing wages. (did not include capital proposed in department budgets)

One major item is a shared fuel tank with the Town of Hamilton which is in the preliminary stages for FY21

130 Finance Department – Patty Moore, Finance Director/ Treasurer-Collector

Retirement & Employee Benefits – projected increase \$169,000

Pre-employment increased \$7,000 for employment medical screening

Compensated Absence – Buy back for retiring employees half compensation budgeted FY19 & FY20; library employees shared costs with Hamilton.

Significant retirements in the near future to be considered during this budget discussion to fund this line item going forward.

Union Employees: Collective bargaining this year for new contract FY20.

Request Finance Assistant increase work hours from 30 to 36.5 hours to match town hall hours. Important to the Finance Department for continuity, accuracy and public service. This would be a key to the department added responsibility. Outgoing finance employees, and temp employees also observed the hours were not sufficient for the work load.

141 Assessors – Steve Ozahowski, Chief Assessor

Revalue year– set the tax rate in December

Measure list updated information and new growth.

New growth revenue projected at \$200,000 including new developments under construction e.g. Spring Hill, Wenham Pines

Request for additional \$5,400 to restore Assessor stipend which was given many years ago. Mr. Ozahowski reasoned the Assessors have to take courses, do field visits, and put in additional time during abatement process. Mr. Ozahowski noted in particular, visits to homes would be done in teams now, therefore increasing the hours of the Assessors.

The proposed stipend: \$2400 chair and per \$1500 Assessor.

240 Permitting / Inspectional Services and Board of Health – Jacki Bresnahan, Permitting Coordinator/Special Projects Manager

Inspectors – Building, Electrical, Gas/Plumbing

New shard inspectional services program with Hamilton was anticipated to decrease costs based on 50/50 split population.

Increase in salary for Plumbing/Gas inspector to bring his salary up to market value.

Increase to update Accela civic platform software

Mobile phone provisions with field use of the permitting software

Future grant for electric vehicle for Inspector's use as part of the green communities

510 Board of Health – Jackie Bresnahan

Increase Assistant Health Agent who performs inspections of camps, public pools, and food service.

Ms. Bresnahan noted there has been an increase in the number of camps anticipated to be held at Gordon College.

There are 2 public pools and 15 food service establishments under food code including home businesses, educational institutions, restaurants) and events.

Discussion on increasing of inspector fees to cover actual costs.

Five interns from Gordon College have worked in Ms. Bresnahan's department this past year which is a great value to the town as well as the students.

170 Planning & Land Use- Margaret Hoffman, Planning Coordinator

There is a newly hired Conservation Coordinator, Missy Berry who was attending a conference and could not attend the budget meeting.

Ms. Hoffman noted the reduced hours of the Planning Coordinator with a shared position of the Conservation Coordinator.

Ms. Hoffman will remain as the Planning Coordinator for the Planning Board and Zoning Board of Appeals.

541 Council on Aging – Jim Reynolds, COA Director

Increase in van drivers' salaries to competitive salaries \$11,832.

Partial amount of formula grant for FY20 will be applied to the salary and wages

DRAFT (JW)

Age Friendly Community Consultant has been working 10 hours a week under a grant to assist with the Needs Assessment and survey work and five-year action plan. Grant funding will be sought to continue her contract

Capital request for COA carpet replacement estimated at \$2,700 and a new roof is needed for the COA building; this would be a full strip of two layers and shingling. Estimates are being sought; estimates would be based on prevailing wages.

620 Joint Library - Jan Dempsey, Director

The library now offers Hoopla for digital media through the web site.

There is a new 5-year strategic plan.

Salary / wage matrix changed with the increase to minimum wage; the wage matrix was adjusted.

There is a decrease in salary/wages for FY20 with the long serving Library Director retiring. The new Director would start this position at an entry level.

Library IT support has different needs than the town with over 40 computers and computer use by the public. Shared service with the Town is being reviewed.

General increases in library material, technology, building/grounds, and utilities all adjusted to last year's actuals.

The Friends of the Library supply funding for the bulk of programing needs.

Ms. Dempsey recognized volunteer work which has saved \$200,000 over the past years.

The repair of elevator (18 years old) was \$40,000 for replacement of cylinders made in Canada; the repair cost was paid for by the Friends of the Library, State grant, and Trust Funds used to avoid a Reserve Fund Transfer.

161 Town Clerk - Dianne Bucco, Town Clerk

Request to increase wages for the part time Administrative Assistant who works 10 hours per week plus as needed and provides office coverage. Increase in wage equivalent from \$16.19 to \$23.64 per hour. The average is 680 hours per year.

Temporary dehumidifiers are being used in the town hall vaults but an upgrade to commercial dehumidifiers is recommended.

199 Iron Rail Property - Jim Romano, Iron Rail Commission, Chair

There is a decrease in salary from a part time custodian and an increase in expense for third party cleaning service.

Increase in spending cap on Iron Rail Rental Revolving Fund from \$25,000 to \$30,000 to cover anticipated expenses i.e. septic system. This requires is a Town Meeting vote.

There was a side discussion on capital projects which were postpone to spring e.g. paving, entrance sign, new roof.

It was noted there was an outstanding payment for use of the Iron Rail Soccer Fields by Penguin Hall Academy over the past three years for an overdue amount of \$18,000.

422 Highway Department-Bill Tyack, Superintendent

Snow & Ice; Tree Warden Building/Grounds; Facilities

Request to add driver/operator position to cover the additional in-house work load for cemeteries, Pleasant Pond, catch basin repairs, leaf pick-up., and miscellaneous work e.g. Enon 1 garage preparation and the Albi Dodge memorial at Iron Rail, removal/install playground equipment and meeting state mandates of MS4 Stormwater Compliance. Cost savings of work being done in house would potentially cover the cost of adding a new position.

The DPW has an 11-year-old backhoe; this is costly to maintain.

423 Snow & Ice

There are no proposed changes to this budget.

294 Tree Warden - Win Mulry

The Tree removal schedule continues. The Tree Planting program was reviewed.

The Albi Dodge Memorial Tree Planting Fund was set up in 2018, but these funds will not be used immediately in order to grow the fund and promote donations.

192 Building & Grounds Facilities - Jim Politano

This is a 19 hour a week position to help with preventable maintenance on HVC, plumbing repairs, painting and carpentry.

491 Cemetery (Main Street & Iron Rail) - Gary Cheeseman, Cemetery Commission, Chair

Increase in budget for burial overtime for staff on weekends /holidays.

Community Preservation Funds were used for gravestone restoration (straightening, cleaning)

The DPW does a lot of work in the cemeteries such as tree maintenance, drainage, road and ground care.

Perkins Trust Fund is used for maintenance shed and second set of boards for burials.

DRAFT (JW)

The revenue for the Cemetery is \$14,000-\$15000 annually; fees are based on expenses.

220 Fire Department- Captain Jeff Baxter and Captain Dan Sullivan

Increase in salaries for Union Contract Side Letter Agreement to compensate On Call wages for firefighters associated with the Ambulance staff.

The Ambulance (pilot program) in house ambulance service is receiving positive feedback from residents and firefighters.

Regional Emergency Center Control (RECC) - Increase in expense line \$6,624 for additional costs from RECC, initially not charged to the town for phones, fire alarm equipment, master box, maintenance, and back up equipment. It was noted about \$18,000 in additional expenses are a direct result of RECC charges to the Town, increases the original fee of \$16.66 per capita to about \$20 per capita. This is under advisement with the BOS.

Capital

SCNA packs – These are breathing apparatus which have been on a replacement schedule; 4 remain to be replaced: 2 budgeted in FY20 for \$15,000; the remaining 2 would be proposed in the FY21 budget. They have a 15-20-year life.

Bunker Gear- There are new standards for CBRN chemical biological radioactive nuclear gear. The FY20 budget includes \$26,000 to replace 11 sets; the remaining 10 sets would be proposed in the FY21 budget.

It was noted that the life of gear has been prolonged with the commercial washer at the station purchased years ago.

450 Water Department - Erik Mansfield, Superintendent

One employee retirement anticipated in FY21.

FY 20 is the last year of the 20-year debt payment for water tower painting and mini excavator.

Capital account for future improvement to water system – \$26,000

Generator at pump house will be needed in FY21 – estimated cost \$22,000

Increase costs associated with updates to computer system needed.

210 Police Department Chief Tom Perkins and Captain Kevin DiNapoli

Fund Emergency Management Liaison

Replace MDT (Mobile Data Terminals) in cruisers (4) MDT; considering tablets.

Grant award for equipment – \$18,000 value

Request to increase staff by one full time officer to reduce dependency on Reserve Officers.

Two full time positions being staffed by part time people which results in over utilizing the reserve force.

No full-time officer position has been added since 1989. As a result, Reserve Officers often work together without a full-time officer. This would change with the hiring of one additional full-time officer. The training difference between full time and reserve officers was explained. The budget impact for an additional officer would be \$23,000, including health insurance, because 2 officers are new and paid at entry level. This savings covers most of the cost for a full-time officer.

Emergency Management Director- request for funding to continue to formalize this pilot program.

Review of FY20 Budget Status and Next Steps

At the end of the presentations, Mr. Lombardi noted that the Town is currently \$425,000 over the levy limit assuming a 3 % operating budget increase for the Hamilton Wenham Regional School District; this budget is due later in December.

There will be an update on the new growth forthcoming.

The Ambulance Pilot program revenues are conservative estimates.

The RECC budget assumes Wenham staying for another year; other shared emergency dispatch services are being considered in the event all member communities are on one frequency. This is a major concern for the Town of Wenham.

Adjournment - *The BOS unanimously adjourned at 2:29 pm.*

Respectfully Submitted By

Catherine Tinsley

2.8.19

TOWN OF WENHAM
Board of Selectmen
Meeting of December 4, 2018
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Tuesday December 4, 2018 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](https://www.youtube.com/watch?v=HWCAM).

Welcome & Call to Order

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

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

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

Public Information

- Meeting packet 12.4.18
- Open Session was recorded with permission by HWCAM

Executive Session - Wenham Call Firefighters Association

Vote: I move the BOS enter into executive session under M.G.L. Ch. 30A, § 21 (3) To discuss strategy with respect to collective bargaining or litigation if the chair declares that an open meeting may have a detrimental effect on the bargaining or litigation position of the Town, with the Wenham Call Firefighters Association and to return to open session.

The BOS returned to open session and after a brief recess, reconvened at 5:32 pm.

Public input - None

Announcements

- Curbside Leaf Pick-up Update - continuation of the first round of leaf pickup – east Wenham; Town website for updates
- 375th Anniversary Historic Mock Town Meeting, First Church in Wenham – December 5, 6:30pm
- Toys for Tots sponsored by Wenham Fire & Police – December 8, 9:00am – 2:00pm
- Board of Health Public Hearing Re Proposed Change in Local Tobacco Regulations – December 13 at 7:00pm
- Wreaths Across America Ceremony – December 15, 12:00pm

Reports

Town Administrator

Grant Awards - The Town was notified yesterday that we were awarded \$7,500 in grant funding from MIIA through their Risk Management grant program. This funding will help us to purchase protective gear for DPW employees, back-up cameras and sensors for DPW vehicles, and an infrared camera for better management of our facilities, and to conduct trench safety training for DPW employees to comply with the new OSHA standards.

Last month, the Executive Office of Public Safety and Security announced that the Wenham Police Department was awarded over \$15,000 in federal Byrne Justice Assistance grant funding for safety equipment and technology.

Proposed Main Street Traffic Improvements - The Town held a well-attended public meeting last Thursday to provide residents with an overview of this proposed project and to get feedback from residents about the conceptual design. MassDOT and Town officials are looking to make improvements to the Route 1A downtown corridor at Cherry Street, Old Country Road, Monument Street, Arbor Street, and Friend Court, including a redesign of the existing roadway by installing more/better signage, designated turning lanes at key locations, and traffic signals at up to two (2) of these intersections. This project will also include improvements to the existing sidewalks, the installation of new sidewalks, and the redesign/relocation of existing pedestrian crosswalks.

Although state transportation planning officials have produced a technical report looking at various potential configurations, the Town is in the very early stages of design work and will now look to engage our engineering team in the coming months so we can begin on 25% design. Residents are encouraged to send their feedback to me by next Monday, December 10 by sending hard copy correspondence to Town Hall or emailing me at plombardi@wenhamma.gov. The Town also plans to provide additional opportunities for residents to continue to give their input as we move through each phase of the design process. Significant background materials are provided on the Town's website at www.wenhamma.gov/mainstreettraffic. This page will be updated on a regular basis going forward when the Town has new information available to share out.

Consent Agenda

Ms. Harrison moved that the October 23, 2018 Executive Session (3) minutes be removed from the consent agenda and it was unanimous to do so. Mr. Clemenz moved to approve the consent agenda minutes, including the release of the Executive Session minutes of October 23, 2018 (1) and October 23, 2018 (2) and it was unanimous to do so.

Minutes

Open Session: October 23, 2018

Executive Session: October 23, 2018 (1), October 23, 2018 (2), October 23, 2018 (3)

New Business

Used Car Dealer - License Renewals

The Police department performed inspections of each dealer/applicant.

Captain DiNapoli was present and spoke on the process. All three dealers had a courtesy notification that spot inspections would be done. All three had some (minor) deficiencies.

The report was sent through Department of Transportation and a hearing was scheduled for those deficiency followed by another inspection.

At a minimum, each dealer/applicant was provided the required documentation:

- Checklist for Annual Renewal
- Application for a License to Buy, Sell, Exchange or Assemble Second Hand Motor Vehicles or Parts Thereof
- Criminal Offender Record Information (CORI) Acknowledgement Form
- Proof of Property Tax Payments
- Copy of 2018 License
- Proof of Automobile Liability Insurance & \$25,000 Bond

Burnett's Garage, Inc. – 60 Maple Street

Dave Burnett was present.

- Proof of Worker's Comp. Insurance
- Flammable Certificate Permit from the WFD
- Waste Oil Permit from the WFD
- Check for \$100
- Inspection Letter from Brian Leathe, Building Inspector, November 28, 2018
- Email from Jeff Baxter, Captain, WFD, November 30, 2018
- Memo from Kevin DiNapoli, Captain, WPD, November 30, 2018
- Memorandum of Agreement between the Registrar of Motor Vehicles and Burnett's Garage, Inc.
- Memo from Kevin DiNapoli, Captain, WPD, February 15, 2018
- Memo from Charles A. Louise #3018, Trooper, MASS State Police, February 14, 2018

The license was reduced from 3 dealer plates to 2 dealer plates.

Vote: Ms. Harrison moved having met all State and Local Licensing requirements and paid all fees, the Board of Selectmen renew the Class II Used Car Dealer License held by Burnett's Garage located at 60 Maple Street through December 31, 2019. The motion carried unanimously

Fallon's Auto Service – 233 Main Street

John Fallon was present

- Proof of Worker's Comp. Insurance
- Flammable Certificate Permit from the WFD
- Waste Oil Permit from the WFD
- Check for \$100
- Inspection Letter from Brian Leathe, Building Inspector, November 28, 2018
- Email from Jeff Baxter, Captain, WFD, November 30, 2018
- Memo from Kevin DiNapoli, Captain, WPD, November 30, 2018
- Memorandum of Agreement between the Registrar of Motor Vehicles and Fallon Auto Service, Inc.
- Memo from Kevin DiNapoli, Captain, WPD, February 15, 2018
- Memo from Charles A. Luise #3018, Trooper, MASS State Police, February 14, 2018

Mr. Fallon expressed his displeasure with the new process approved by Town Meeting. He spoke about the inconvenience of traveling to Quincey for a hearing regarding what he alleged were trivial things, against being fingerprinted, and against a background check. He opined it was a double standard as those holding town offices are not required to go through the same process.

Vote: Ms. Harrison moved that having met all State and Local Licensing requirements and paid all fees, I move the Board of Selectmen renew the Class II Used Car Dealer License held by Fallons Auto Service Inc., 233 Main Street, through December 31, 2019

Freeman's Garage – 34 Arbor Street

- Inspection Letter from Brian Leathe, Building Inspector
- Inspection Letter from Brian Leathe, Building Inspector, November 28, 2018
- Memo from Kevin DiNapoli, Captain, WPD, November 30, 2018
- Letter from Peter Lombardi, Town Administrator, August 28, 2018
- Memo from Kevin DiNapoli, Captain, WPD, July 31, 2018
- Memorandum of Agreement between the Registrar of Motor Vehicles and Edward Freeman - Freeman Garage
- Memo from Kevin DiNapoli, Captain, WPD, July 3, 2018
- Bus Bill of Sale, December 9, 2017
- Letter from Edward Freeman, Jr., July 1, 2018
- Proof of Certified Mail, July 2, 2017
- Memo from Kevin DiNapoli, Captain, WPD, June 12, 2018
- Memo from Charles A. Luise #3018, Trooper, MASS State Police, June 13, 2018
- Memo from Kevin DiNapoli, Captain, WPD, May 23, 2018
- Email from Peter Lombardi, Town Administrator, May 10, 2018
- Letter from Charles Brett, Building Inspector & Zoning Enforcement Officer, April 10, 2018
- Memo from Kevin DiNapoli, Captain, WPD, February 15, 2018
- Memo from Charles A. Luise #3018, Trooper, MASS State Police, February 14, 2018

Edward Freeman was present and addressed some concerns. He stated there is now a designated office space outside of his home and he has the allowed number of vehicles on the property, confirming the bus was gone as of October 5.

Paul Mendonca, Arbor Street abutter, asked for clarification of where the office is and referenced there are two dwellings related to the business; one at 34 Arbor Street and one at 36 Arbor Street. Mr. Mendonca alleged the census was conflicting and there appears to be other people living on the property. He was told the office is in the garage.

Mr. Mendonca alleged there has been an unregistered RV on the property for 15 months within 5 feet of the property line and recalled the zoning bylaw setbacks and observed the license does not include the sale of campers and was told Mr. Freeman does not own the camper. Mr. Mendonca went on to question why there are three ramp trucks on the property as the license does not allow the repair of cars and was told the ramp trucks belong to a dealership.

Mr. Mendonca was appreciative of the work done but claimed issues remained.

Captain DiNapoli agreed to meet with Mr. Mendonca to catalog the complaints and to include the Building Inspector.

Vote: Ms. Harrison, Vote: Having met all State and Local Licensing requirements and paid all fees, I move the Board of Selectmen renew the Class II Used Car Dealer License held by Freeman's Garage located at 34 & 36 Arbor Street through December 31, 2019 with the following restrictions:

- Hours of Operation are 9 AM to 5 PM Monday through Saturday.
- Operable Class D and Class M vehicles only.
- Four (4) car garage and two (2) car shed
- Not more than 20 cars to be parked in the rear of the property
- Two (2) of the 20 cars will be permitted to be displayed in the front of the property
- As a sole proprietor, the Town will be notified of any new employees or contractors
- Property is to remain in compliance with all other relevant local and state bylaws.

The motion carried unanimously.

Status Update on Regional Dispatch and Review of Proposed New Intermunicipal Agreement for the Joint Provision of Public Safety Communications, Dispatch and Operations Services

The Selectmen had a joint meeting and deferred the Regional Dispatch agenda item to the December 11.

Adjournment- *The Selectmen unanimously adjourned at 6:25 pm.*

Respectfully Submitted By
Catherine Tinsley
1.15.19

TOWN OF WENHAM
Board of Selectmen
Meeting of December 11, 2018
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Tuesday December 11, 2018 at 5:45 pm in the Selectmen Chambers.

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

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

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

Welcome & Call to Order - With a quorum present, Ms. Harrison called the BOS meeting to order at 5:48 pm.

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

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

Executive Session

- Police Benevolent Association of Wenham
- AFSCME Council 93, Local 2905

Vote: Ms. Harrison moved to enter into Executive Session under M.G.L. Ch. 30A, § 21(3) To discuss strategy with respect to collective bargaining or litigation if the chair declares that an open meeting may have a detrimental effect on the bargaining or litigation position of the Town regarding Police Benevolent Association of Wenham and the AFSCME Council 93, Local 2905 and to return to open session. The motion carried unanimously by roll call vote.

The Selectmen returned to open session at 6:05 pm and recessed until 6:30 pm.

Ms. Harrison reconvened the BOS meeting at 6:30 pm.

Public Input – There was none.

Announcements

- Curbside Leaf Pick-up Update: The second round of loose leaf pick-up will begin within the next few days. The route updates are on town website. There was a side discussion of problems with leaves being left on the side of the street and if changes should be made.
- Annual Town Hall Holiday Open House – Wednesday, December 19 from 3:00 – 4:30pm
- Town Hall Holiday Hours: Closed December 24, 25, 26 and January 1
- Update on Annual Census – Dianne Bucco, Town Clerk was present and spoke on the annual census set for December; Massachusetts has been doing an annual census since the 1600's.
- Ms. Bucco commended those that participated in the 375th mock town meeting for the closing of the 375th Anniversary year-long celebration.

The agenda was taken out of order with consent.

*Annual Liquor License Renewals:

Reports

Town Administrator

- Representative Hill called to say that the House approved Longfellow Special Act. The Senate is expected to take it up this week and it is hoped it will be on the Governor's Desk for final approval by the end of the week. The next step is to put the project out to bid.
- The Fire & Police Department held their annual Toys for Tots fund raiser; both the cruiser and fire truck were filled with toys and the event was well attended. Residents were thanked for their support and donations.
- After the residential hearing for the proposed signal lights on Main Street, about 20 residents submitted feedback by email; this will be on the next meeting agenda for a more detailed update.

- Wreaths Across America is Saturday December 15. Wenham will participate with the nationwide service being held at Arlington Cemetery by placing 200 wreaths in the Main Street Cemetery on veterans' stones, beginning with the oldest graves. Scouts and volunteers will be placing the wreaths. Fund raising was held to cover the cost of the wreaths.

Consent Agenda

A. Minutes - Executive Session: October 23, 2018 (3) HELD

B. Appointments:

375th Anniversary Committee through June 30, 2019: Kirsten Alexander, Dianne Bucco, Gary Cheeseman, Althea Cranton, Harriet Davis, Diana Lang, Barbara Locke, Kristin Noon, Trudy Reid

Vote: Mr. Wilhelm moved to approve the Consent Agenda as presented, with set 3 of the Executive Session meeting minutes from October 23, 2018 to be held until further notice. The motion carried unanimously.

New Business

*Annual Liquor License Renewals

Fresh Foods, LLC DBA Wenham Tea House, 4 Monument Street - Chris Keohane, Present

- Checklist for Annual Renewal
- ABCC Retail License Renewal – Restaurant, All Alcohol
- Proof of Employer's Liability Insurance
- Proof of Worker's Comp. Insurance
- Tips/ServeSafe Certifications
- Check for \$1,500 (Liquor License)
- Check for \$50 (Common Victualler)
- Application for Common Victualler's License
- Restaurant Layout
- 2018 Food Service Permit
- Inspection Letter from Captain Kevin DiNapoli, WPD
- Inspection Certificate from Brian Leathe, Building Inspector
- Inspection Email from Captain Jeff Baxter, WFD

Vote: Mr. Clemenzi moved, having met all State and Local Licensing requirements and paid all fees, the Board of Selectmen renew the All Alcoholic Beverages Restaurant Liquor License held by Fresh Foods, LLC DBA Wenham Tea House located at 4 Monument Street through December 31, 2019. The motion carried unanimously.

Grassy Roots, LLC, 152 Main Street, Jenny Grammas

Ms. Grammas was not available for this meeting and the application to renew the liquor license for Grassy Roots was postponed to the next meeting.

97 Market, Inc., 143 Topsfield Road, Albert Abdelmalak, Present

- Checklist for Annual Renewal
- ABCC Retail License Renewal – Package Store, Wines & Malt
- Proof of Employer's Liability Insurance
- Proof of Worker's Comp. Insurance
- Tips Certifications
- Check for \$1,500
- Inspection Letter from Captain Kevin DiNapoli, WPD
- Inspection Certificate from Brian Leathe, Building Inspector
- Inspection Email from Captain Jeff Baxter, WFD

Vote: Mr. Clemenzi moved, having met all State and Local Licensing requirements and paid all fees, the Board of Selectmen renew the Wine and Malt Beverages, Retail Liquor License held by 97 Market, Inc. located at 143 Topsfield Road through December 31, 2019. The motion carried unanimously.

Review of Preliminary FY20 Budget

- Memo regarding Review of Preliminary FY20 Administration Budget, Peter Lombardi, Town Administrator, December 6, 2018
- FY20 Preliminary Budget, 12/6/2018
- Wenham Budget Forecast Preliminary FY20 Budget Presentation to Hamilton-Wenham Regional School Committee, Peter Lombardi, Town Administrator, December 4, 2018

On December 1 the Department Heads presented the preliminary department budget to the BOS with the FinCom as invited guests.

This discussion was a follow up to that workshop on what additional information the Selectmen need or any concerns or comments.

Mr. Lombardi summarized the budget process to date

The Department Heads were directed to prepare a level service budget with any compelling department needs with supporting documentation. The current budget is \$425,000 over the levy limit primarily due to new staffing request, compensation and capital requests.

New growth is projected to be \$100,000 more than it has been historically and is estimated at \$200,000; some additional evaluation is expected from FY18 new growth.

Free Cash- \$700,00 to be used for the operating budget; Free Cash was certified at just under \$1million and per policy \$250,000 is the minimum balance.

The ambulance revenue from the pilot program to be increased from \$35,000 to \$100,000 pending future billing; the revenues are in line with projections but assumes the ambulance program will continue.

State 911 is taking over the RECC (Regional Dispatch) on July 1. Starting in FY20, the Town will not be assessed. The past five years, \$82,000 has been taken off the Town's Cherry Sheet. The Town has not made a long-term decision on regional dispatch. The FY 20 budget assumes the \$82,000 assessment will drop off and state aid will increase.

Some costs, \$15,000 is being absorbed back into the Fire/ Police budgets.

There is an increase in the abatement line from \$135,000 to \$175,000 to cover projected increase in funds to account for the expansion of the senior circuit program to expand eligibility of the property tax program. The town's program will now mirror the State's program.

There is \$155,000 in new staffing requests.

There are proposed increase in salaries for some positions above COLA \$15,000

Increase in expenses \$68,000

Mr. Lombardi requested the Board prioritize the requests.

Mr. Wilhelm suggested the Town Administrator provide a matrix chart including each request (capital, staffing, expenses) and associated cost with the ability to rate the request high, medium, low grading and return to the Town Administrator to be arbitrated.

The HWRSD Superintendent's recommended budget will be delivered December 19/20.

Mr. Lombardi noted the Town departments have prepared budgets within a level service budget and encouraged a discussion independent on the school assessment.

Ms. Harrison observed the budget is already above the levy limit without approving request and there is a very good chance an override would be needed.

There is about \$50,000 in FY20 Capital requests that are prior year commitments for annual lease payment, funded from Free Cash in prior years that are now in the operating budget and an additional \$187,000 in FY20 capital requests included in the \$425,000 without a funding source.

A debt exclusion will be considered for large capital items.

Due to the tight budget the past few years and FY20, the BOS recognized decisions made for FY20 will impact the FY21 budget and the town's dependency of Free Cash to fund the operating budget and pay for capital.

The BOS requested a list of policy decisions that need to be made related to the budget.

Review of Options to Address Resident/School Tennis Court Needs

- Memo regarding Pingree Park Tennis Court Facility Evaluation from P. Lombardi, April 26, 2018
- Pingree Park Tennis Court Inspection and Report Presentation, Sean Timmons, Hamilton-Wenham Recreation Director, May 1, 2018
- Letter regarding Proposal for Engineering Consulting Services, Tennis Court Renovations, Pingree Park, Wenham from Kathleen D. Hervol, Project Manager & Peter Spanos, Sr. Project Engineer, Gale Associates, Inc., April 10, 2018
- Pingree Park Evaluation of Tennis courts Facility, Wenham, Gale Associates, Inc., April 6, 2018

After the (4) tennis courts at Pingree Park were deemed unsafe, the high school tennis team stopped using them and the Recreation Department engaged Gail Associates to provide a full report on the court condition, repairs, estimates and replacement costs.

- \$80,000 5-year short term fix
- \$200,000 10-year medium term fix
- \$300,000 full replacement 20-year long term fix

The tennis team used the courts at the Tea House and Patton Park last year. There is no funding source to repair or build new courts. It is not expected for any associated funding would be in the school budget. This coming spring, the school has made other arrangements to play at the Ipswich Country Club. It was noted that the tennis courts at Gordon College were not available for the high school team but there may be court time available for Wenham residents. The courts at the Tea House
BOS 12.11.18

and Patton Park are suitable for play and Wenham residents are welcome to use these courts. It was noted that the courts do not appear to be busy.

It was not certain if this project would eligible for Community Preservation Funding; the application deadline is January 7, 2019.

OLD BUSINESS

Status Update on Regional Dispatch and Review of Proposed New Intermunicipal Agreement for the Joint Provision of Public Safety Communications, Dispatch and Operations Services

- Memo regarding Status Update Regional Dispatch Review of Proposed New Intermunicipal Agreement for the Joint Provision of Public Safety from Peter Lombardi, Town Administrator, November 30, 2018
- Email regarding North Shore Intermunicipal Agreement from Matthew Moran, Undersecretary, Forensic Science and Technology, Executive Office of Public Safety and Security, November 9, 2018
- Draft Intermunicipal Agreement for the Joint Provision of Public Safety, Communications, Dispatch and Operations Services between the Commonwealth of Massachusetts State 911 and Member Communities
- Intermunicipal Agreement for the Joint Provision of Public Safety, Communications, Dispatch & Operations Services between the Commonwealth of Massachusetts Sheriff's Department of Essex County & Member Communities, August 2010
- Email regarding ECRECC Check In from Matthew Moran, Undersecretary, Forensic Science and Technology, Executive Office of Public Safety and Security, October 5, 2018
- Professional Services Agreement between the Town of Wenham and Municipal Resources, Inc. for Regional Dispatch Feasibility Study, August 23, 2018
- Letter regarding Transition of the ECRECC to the State 911 Department from Daniel Bennett, Secretary, Executive Office of Public Safety and Security, August 1, 2018
- Draft Minutes of the Joint Meeting of the Essex County Regional Emergency Communications Center Executive Advisory Board, Financial Advisory Board, Police Advisory Board and Fire Advisory Board, July 11, 2018
- Memo regarding Status Update Essex County Regional Emergency Communications Center and Final Review of Scope of Work for Regional Dispatch Feasibility Study from Peter Lombardi, Town Administrator, June 27, 2018
- Email regarding State Exploring Option of Fully Funding Essex County Regional Emergency Communication Center from Alyson Dellisola, June 27, 2018
- Draft Minutes of the Essex County Regional Emergency Communications Center Financial Advisory Board, June 27, 2018

Mr. Lombardi reviewed this agenda item was postponed from the last meeting on December 4.

State 911 is taking over the RECC July 1, 2019. The State has agreed to accept comments through the end of this week.

State has agreed to accept the town's comments by the end of the week on the draft Intermunicipal Agreement.

All costs are proposed to be fully subsidized by State 911 to provide service to communities.

Wenham has had the cost of \$82,000 taken off the Cherry Sheet for the RECC; A fully subsidized center would give Wenham back the \$82,000 in State Aid. It is important for the Town to maintain a seat at the table.

The new IMA has a seven-year commitment with a 3 year opt out notice required. There is a lack of clarity on a number of different points, including the protocol for new municipalities joining the center, who owns the infrastructure, the equipment and future capital costs, etc.

Mr. Lombardi expressed concern from the Police & Fire especially with the possibility of shared frequencies with all police on one frequency and fire on another. Wenham previously shared a frequency with one other small town, but this is an undetermined number of towns/ cities and there are public safety concerns.

Based on the Municipal modernization act, the BOS can make the decision to enter into a new IMA or stay with the RECC.

MRI was engaged to do a feasibility study on a shared dispatch with either Hamilton or Danvers.

A transition to another Dispatch Center would take a few years. Mr. Lombardi will request on behalf of the Town is for an opt out provision in the first few years in the IMA. Most towns share the same concerns.

The BOS supported the Town Administrator's concerns and response.

Adjournment – *The BOS unanimously adjourned at 8:16 pm.*

Respectfully Submitted By
Catherine Tinsley
2.15.19

TOWN OF WENHAM
Board of Selectmen
Meeting of December 18, 2018
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Tuesday, 2018 at 6:30 pm in the Selectmen Chambers.

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

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

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

Welcome & Call to Order - With a quorum present, Ms. Harrison called the BOS meeting to order at 6:34 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 Input – There was none

The Agenda out of order with consent: *Grassy Roots

Announcements

- Annual Town Hall Holiday Open House – December 19, 3-4:30 pm: All residents are invited to celebrate the season with Selectmen and town hall staff. Refreshments will be served.
- Town Hall Holiday Hours - Town Hall will be closed December 24 & 25 and January 1. Town Hall will be open regular hours and until 4:30 pm on the first 3 Fridays in January.
- Holiday Tree Recycling – Residents may recycle holiday trees at the Pingree Park parking lot by January 12. Iron Tree Service and Brick Ends Farm we acknowledged for their donated services. (only trees please)

The Agenda was taken out of order with consent: *Discussion of Next Steps on Main St Traffic Improvements Projects

Reports

Town Administrator

- Open Space and Recreation Committee Grant Applications - The Open Space and Recreation Committee plans to submit two applications to the Community Preservation Committee early next month. The first will be for approximately \$500 for a new granite bench on Cedar Street overlooking Wenham Lake. The bench will be installed on property maintained by the Salem Beverly Water and Sewer Board (approvals already granted, pending final details on bench materials and location). The Committee also plans to apply for funding for trail improvements at the Iron Rail property under the Mass Trails grant program before the February 1, 2019 deadline and will submit a CPA application to cover the 20% local match requirement of this program. Specifically, the Committee is seeking to install an elevated boardwalk that would bridge a ~400 ft section of the trail out to Dodges Island that is frequently impassable due to flooding. This project plans to expand opportunities for wildlife observation, photography, walking and horseback riding, and intends to allow wheelchair users access to these areas as well. It will also include the installation of trailhead signs and maps. This new boardwalk would connect the trail network at the Iron Rail and could enable future connections to be made to Chebacco Woods and other nearby conservation areas. The proposed project has the support of the Essex County Trails Association and will be reviewed at the next Iron Rail Commission meeting. I expect the Committee will coordinate with the Boy Scouts as well. The project is preliminarily estimated to cost about \$80k and the local match can include Town staff/volunteer time, so their CPA application is expected to request a total of less than \$15k. Both projects are consistent with the goals and related action items identified in the new Open Space and Recreation Plan and would represent significant progress in implementing the Plan in Year 1.
- Board of Health Tobacco Regulations - Last week, the Board of Health voted to implement changes to Wenham's tobacco regulations. As of December 30, 2018, tobacco sales will be limited to customers aged 21 or older. The Board is also planning to hold a joint meeting with the Hamilton Board of Health in January to discuss a number of issues of mutual interest including flu clinics and other potential changes to their tobacco regulations.

Selectmen

Mr. Clemenzi gave a brief overview of the Wreaths Across America last Saturday when the Town participated in the Ceremony with the Arlington Cemetery by placing 200 wreaths on veteran's graves in the Main Street Cemetery. Bill Wilson and Gary Cheeseman were recognized for their leadership and organizational skills that made this day successful. Next year the goal is to place a wreath on all veteran's gravesites in Wenham Cemeteries.

New Business

Review & Potential Approval of Proposed Wenham Connects Committee Charge & Solicitation for Letters of Interest

- Memo re Proposed Charge for Wenham Connects Committee P. Lombardi December 13, 2018
- Council on Aging Bylaws, May 13, 2008
- Wenham Connects: An Age and Dementia Friend Needs Assessment, Center for Social and Demographic Research on Aging Gerontology Institute, J. McCormack Graduation School of policy & Global Studies, University of Massachusetts, Boston, October 2018
- Presentation on Wenham Connects; An Age and Dementia Friendly Needs Assessment, C. Coyle, PhD. Center for Social and Demographic Research on Aging Gerontology Institute, J. McCormack Graduation School of policy & Global Studies, University of Massachusetts, Boston, October 2018
- Town of Wenham Survey of Residents Age 50 and Over, September & October 2018

Peggy Cahill, Consultant for Wenham Connects, the Age & Dementia Friendly Initiative for the Town of Wenham.

Ms. Cahill referenced memo from the Council on Aging Director, Jim Reynolds to recommend the Board establish a new Wenham Connects Committee and a charge be adopted.

Ms. Cahill gave an overview of the Needs Assessment from the recent Age Friendly Community survey and the importance of education and awareness about age and dementia friendly and how it impacts the community.

Ms. Cahill shared new data from Tuft's Health Plan Foundation showing that Wenham has an older senior population than the state average; most Wenham seniors (over 60) are age 75 plus.

The recommendation is for a committee of up to 9 members but there was some concern that 9 members may be too large a number to be able to consistently get quorum.

Ms. Harrison suggested a frame work of one year and have a check in at the end of the year on the mission and the number of members.

The draft charge will be sent out to those who expressed interest in serving on such a committee and that Letters of Interest be submitted to the Board of Selectmen.

*Discussion of Next Steps on Main Street Traffic Improvements Projects

- Memo re Discussion of Next Steps on Main Street Traffic Improvement Project P. Lombardi. December 13, 2018
- Agreement for Professional Engineering Services between the Town of Wenham & Bayside Engineering, Inc. for Professional Engineering Services for the Route 1A Traffic Intersections Project.
- Notice of a Public Meeting on Proposed Main Street Traffic Improvements Thursday November 29 2018 7 PM
- Presentation on Town of Wenham proposed Route 1A Roadway & Intersection Improvements at Cherry Street, Monument Street, and Arbor Street, Bayside Engineering November 29, 2018
- Technical Memorandum regarding Route 1A at Cherry Street, Monument Street, and Arbor Street to P; Lombardi Town of Wenham from Benjamin Erban and Chen-yuan Wang, MPO staff September 27 2018
- Presentation on Route 1A Intersections Study in Wenham, Safety & Operations Analysis at Selected Boston Region MPO Intersections, Boston Region Metropolitan Planning Organization, April 26, 2018

Mr. Lombardi reviewed that 50 residents attended when a forum was held November 29th regarding the Main Street traffic improvements project. Feedback was generally in favor of at least one traffic light and support for the proposed interim measures such as resurfacing of the roadway, restriping, additional signage, and installing turning lanes at key locations. There was concern regarding the possibility of widening the road due to the support to maintain the character of the center of Wenham

Mr. Lombardi reiterated that this is the early stages of the design phase and these are preliminary discussions; resident input and feedback is and will continue to be important.

Mr. Lombardi proposed a series (7 to 8) of neighborhood meetings over the next few months.

The Town is working with Bayside Engineering. Bayside Engineering worked with the town on the Route 97 traffic signal; The first step is to develop survey-based plan for main street and a series of Environmental permitting reviews as required by MassDOT.

The cost for this phase of work is \$60,000. There is about \$100,000 in Chapter 90 funds for this type of work.

DRAFT (CAH)

This work is weather dependent and takes about 6 months start to finish. Once the survey work is done the draft conceptual design can be presented for discussion and feedback.

Residents who shared their emails with the Town Administrators office are being kept updated.

Mr. Lombardi is working with Representative Hill and Senator Tarr to set up a meeting with Secretary Ash to access funding from the Economic Development Bond Bill.

The Selectmen supported the neighborhood meetings and that this be coordinated so the engineers have this information in a timely manner to be integrated in the base plan design. Ms. Harrison reiterated this is a very slow process.

The meeting was open for public comment.

Ms. Davis questioned if the \$60,000 was included in the \$250,000 the town is responsible for and if it went out to bid.

Horizontal construction is exempt from procurement process and that the \$60,000 was part of the \$250,000.

Arthur Burt, Arbor Street, is concerned about increased traffic over the years not only on Main Street but also on Arbor Street including large (18 wheelers) early in the day and on weekends using the Jake-break which is quite loud. He recalled that Arbor Street used to have a weight limit, under residential ruling and encouraged Arbor Street also be considered during this process. Mr. Burt requested to be on a committee for this project.

Sam Nordberg, Main Street, endorses and supported this approach especially for pedestrian traffic which has its challenges.

His deepest concern is losing frontage and to preserve as much safe space as possible.

He also said he would like to be on a committee or have the opportunity to give input during the process.

Tom Starr, Pleasant Street, also stated that his main concern is the widening of Main Street as the core of the village. He observed that a wider road encourages faster speed. He went on to suggest other ways to calm traffic is change in texture of the pavement and encouraged other techniques be considered to enhance a traffic light.

Ms. Harrison observed Bayside Engineering has worked in a historic district and she hoped they would be mindful of Wenham's character.

The BOS agreed there was support for the project to go forward with the next step.

Vote: Ms. Harrison moved to approve and execute the contract with Bayside Engineering Inc. for professional engineering service for Route 1A traffic intersections project subject to review by Town Counsel. The motion carried unanimously.

Review of Draft Community Preservation Act (CPA) Grant Agreement with First Church

- Proposed Community Preservation Act Grant Agreement with First Church in Wenham
 - Letter to Wenham BOS from D. Block, First Church in Wenham, Moderator, November 1 2017
- The CPC Chair Harriet Davis and the Vice Chair Arthur Burt were present.

Ms. Lombardi gave an overview of the Grant Agreement and explained that one issue identified over the past couple years, was that neither the Town's or the First Church's responsibilities related to the town clock in the church steeple were memorialized. All parties agreed for those elements to be incorporated in this Grant Agreement. The Town would maintain, operate, and insure the clock and the Church would display the clock in the steeple and provide access to the Town and be responsible for any damage done to the clock as a result of any member of the Church or entity working for the church. The Church ultimately declined a \$50,000 CPC grant due to the potential terms and conditions the Town was looking for in the related preservation agreement, but accepted the reimbursement of \$14,000 for the repair of the clock face as the Town's responsibility.

Ms. Davis and Mr. Burt requested a copy of the draft Agreement and were informed the Agreement was in the meeting packet.

Old Business

Review of Preliminary FY20 Budget

- Memo regarding Review of Preliminary FY20 Administration Budget, P. Lombardi, December 6, 2018
- FY20 Preliminary Budget, 12/6/2018
- Wenham Budget Forecast Preliminary FY20 Budget Presentation to Hamilton-Wenham Regional School Committee, P. Lombardi, December 4, 2018
- Email regarding FY20 Budget Requests Above Level Services from P. Lombardi, December 18, 2018
- Summary of FY20 Budget Requests Above Level Services

Ms. Harrison observed the Hamilton Wenham School Committee have a meeting tomorrow night on the budget.

Mr. Lombardi noted that 52% of the Town's budget goes to the HWRSD; the Town preliminary projections assumed a 3% operating increase from the HWRSD, independent from the enrollment shift assessment increase. Currently there is a

DRAFT (CAH)

projected deficit of \$425,000 over the levy limit. The BOS received a spread sheet of the request, the department impacted, cost impact with a ranking system for the BOS / FinCom to provide feedback to be discussed at a meeting in January.

By then it should be known what the Superintendents' recommended budget is.

New Growth for FY18 is about \$200,000 less than projected due to the Measure & List project as allowed by DOR.

*Annual Liquor License Renewal

Grassy Roots, LLC, 152 Main Street, Jenny Grammas

- Checklist for Annual Renewal
- ABCC Retail License Renewal – Off Premises, Wine & Malt
- Proof of Employer's Liability Insurance
- Proof of Worker's Comp. Insurance
- Tips Certifications
- Check for \$1,500 (Liquor License)
- Check for \$50 (Common Victualler)
- Application for Renewal of Common Victualler's License
- 2018 Food Service Permit
- Email regarding Fingerprinting Status from Captain Kevin DiNapoli, WPD, December 7, 2018
- Inspection Letter from Captain Kevin DiNapoli, WPD
- Inspection Certificate from Brian Leathe, Building Inspector
- Inspection Email from Captain Jeff Baxter, WFD

Ms. Grammas was not available at the December 11 meeting and the BOS deferred action to this agenda.

Vote: Mr. Clemenz, moved having met all State and Local Licensing requirements and paid all fees, the Board of Selectmen renew the Wine and Malt Beverages, Retail Liquor License held by Grassy Roots, LLC located at 152 Main Street, through December 31, 2019. The motion carried unanimously.

Tax Classification Hearing and Update on Revaluation

- Memo regarding Q3 Tax Bills
- Average and Median Value, Tax Rate and Tax Bill History 1994-2019

Patty Moore, Finance Director/Treasurer-Collector was present.

The Tax Classification hearing was held last night, December 17, 2018 and the BOS set a classification of one.

The DOR approved the tax rate of \$18.02 per \$1000 of evaluations; even though this is a decrease in the tax rate, the evaluations increased the values of most homes and most tax bills increased. It was noted home values had not changed since FY15.

The next two quarter payments (3 & 4) will be slightly higher to make up for the shortfall of the first 2 quarters and will even out after.

The average increase for a median home valuation was \$770 and 41%/\$321 is attributed to the school operating override.

Ms. Moore explained the process to pay property tax before the end of the year for income tax purposes.

The Finance Office should be ready to take payments at the end of the week.

Adjournment –*The BOS unanimously adjourned at 8:12 pm.*

Respectfully Submitted By

Catherine Tinsley

2.15.19

TOWN OF WENHAM
Board of January 15, 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 January 15, 2019 at 4:30 pm in the Selectmen Chambers 1st floor.

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

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 4:30 pm

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

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

Public Information

- Meeting packet
- The meeting was recorded with permission by HWCAM

Executive Session - Community Preservation Act

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

Executive Session - Maple Woods

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

The BOS return to open session at 6:31 pm.

Public Input – There was none.

Announcements

- Town Hall Extended Friday Hours in January: Town Hall will remain open until 4:30pm Friday, January 18th to help offset hours from closures on Christmas Eve and New Year's Eve.
- Health Counts 2019 by the Board of Health: Ms. Bresnahan spoke on the health awareness program *Health Counts* that encourages residents to participate with Town Employees and chose a healthy activity each day from web site.

Reports

Town Administrator

- Personnel - Our Library Director, Jan Dempsey, will now be retiring after Town Meeting in early April, a few weeks later than she had originally planned on. At their meeting last week, the Library Board of Trustees appointed a 9-member Screening Committee which will meet for the first time next week. The position has been posted, with applications due by February 12 and initial interviews to follow shortly thereafter. We still plan to have the position filled on a permanent basis sometime in late April or early May.
- Main Street Traffic Project - Bayside Engineering is now under contract to complete survey work, develop a base plan, and evaluate environmental permitting requirements for the Town as part of the first phase of engineering work for this project. They began survey work on site today. This will take about six months. Other Funding Sources for the project are still being sought; Representative Hill is working with the Town.

Selectman

Mr. Clemenzi announced Betty Cheeseman turned 100 this month and is the oldest resident in the community.

Mr. Clemenzi read the proclamation and awarded it to her son, Gary Cheeseman.

Consent Agenda

- A. Acceptance of Donation from Wenham Fire Company - Letter regarding Wenham Fire Company Donations from Stephen Kavanagh, Chief, WFD, January 8, 2019
1. Gift and Donation Form for Chimney Scrubber valued at \$1,900 from the Wenham Fire Company
 2. Gift and Donation Form for Blow Hard Electric Fan valued at \$3,595 from the Wenham Fire Company
- Vote: Mr. Clemenzi moved to approve all items in the Consent Agenda as presented and it was unanimous to do so.*

Mr. Wilhelm reported that a revenue fund has been set up with a \$1000 donation from Airforce Veterans for the purchase of wreaths for Wreaths Across America. Win Dodge volunteered to oversee the finances of the Veteran's Committee.

New Business

One Day Liquor License Request - Molly Martins, Academy of Penguin Hall, 36 Essex Street

Essex County Community Foundation Membership Council Meeting & Workshop, January 28, 2019, 4:00pm – 8:30pm

- Completed Application
- Certificate of Insurance
- ServeSafe Certification
- Check for \$50
- Email recommendations: J. Baxter, Captain, WFD; K. DiNapoli, Chief, WPD; J. Bresnahan, Permitting Coordinator & Special Projects

Motion: Mr. Wilhelm moved the Board of Selectmen approve a One-Day (All Alcoholic Beverages) Liquor License for Molly Martins for the Essex County Community Foundation's Membership Council Meeting to be held at the Academy at Penguin Hall, 36 Essex Street, Monday, January 28, 2019 from 4:00pm – 8:30pm. Ms. Harrison seconded for the purpose of discussion.

Under Discussion: The BOS briefly discussed that the Academy Penguin Hall has not paid money owed to the Town for the use of the soccer fields at Iron Rail over the past 3 years. Ms. Harrison suggested if back payments were made to bring Penguin Hall Academy in good standing with the Town, the BOS could consider this again at an upcoming meeting.

Vote: The motion failed with Mr. Wilhelm and Ms. Harrison, regrettably, voting in the negative and Mr. Clemenzi abstaining.

Review and Potential Approval of Side Letter of Agreement with AFSCME Local 2905 for Additional Compensation during Fire-based Emergency Medical Services Pilot Program

- Memo re: AFSCME Side Letter of Agreement to Increase Minimum BLS Transport Compensation for Duration of Fire-based EMS Pilot Program from P. Lombardi, January 7, 2019
- Collective Bargaining Agreement between the Town of Wenham and The American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 2905, July 1, 2016-June 30, 2019
- Memo re: Memorandum of Agreement - Northeast Regional Ambulance Service for ALS Back-up from P. Lombardi, January 11, 2019
- Proposed Agreement between Northeast Regional Ambulance Service and the Town of Wenham
- Review of Preliminary FY20 Budget and Discussion of Policy Options
- Memo regarding Review of Preliminary FY20 Administration Budget, P. Lombardi, January 11, 2019
- Memo regarding Review of Preliminary FY20 Administration Budget, P. Lombardi, January 2, 2019
- FY20 Preliminary Budget, January 3, 2019
- FY20 Budget Requests Above Level Services, Aggregated BOS Feedback – January, 2019 - PLACEHOLDER
- FY20 Budget Requests Above Level Services by Department:
- Facilities; Finance; Police; Emergency Management; DPW; Assessor; Town Clerk; COA; IT; Water; Age & Dementia Friendly Initiative
- HWRSD FY20 Superintendent's Budget Recommendation School Committee Presentation, January 2, 2019
- HWRSD Recommended FY20 Budget, December 19, 2018

Vote: Mr. Wilhelm moved, and it was seconded, to approve the proposed Side Letter of Agreement with AFSCME Council, Local 2905 regarding the increase in minimum BLS transport compensation.

Under Discussion: Mr. Lombardi reviewed the BOS agreed to a Side Letter as part of a series of bargaining sessions with the Call Firefighters Associations to increase minimum hours of compensation of those Firefighters completing the ambulance transport during the Fire Based EMS program. Three Firefighters are in the AFSME Union and the same Side Letter Agreement applies to these individuals. *Vote: The motion carried unanimously.*

Review & Potential Approval of Memorandum of Agreement with Northeast Regional Ambulance Service for ALS Back-up

- Memo regarding Memorandum of Agreement with Northeast Regional Ambulance Service for ALS (Advanced Life Support) Back-up from P. Lombardi, January 11, 2019
- Proposed Agreement between Northeast Regional Ambulance Service and the Town of Wenham

Motion: Mr. Clemenzi moved and it was seconded, to approve the proposed Agreement with Northeast Regional Ambulance Service for ALS backup and to authorize the Town Administrator as the signatory of the Agreement.

Under discussion: The BOS improved an initial similar Agreement with Cataldo Ambulance, the primary back up ambulance service; this extends the same Agreement with Northeast Regional Ambulance Service as the secondary back up ambulance for Wenham. *Vote: The motion carried unanimously*

Review of Preliminary FY20 Budget and Discussion of Policy Options

- Memo regarding Review of Preliminary FY20 Administration Budget, P. Lombardi, January 11, 2019
- Memo regarding Review of Preliminary FY20 Administration Budget, P. Lombardi, January 2, 2019
- FY20 Preliminary Budget, January 3, 2019
- FY20 Budget Requests Above Level Services, Aggregated BOS Feedback – January, 2019 - PLACEHOLDER
- FY20 Budget Requests Above Level Services by Department
- Facilities; Finance; Police; Emergency Management; DPW; Assessor; Town Clerk; COA; IT; Water; Age & Dementia Friendly Initiative
- HWRSD FY20 Superintendent's Budget Recommendation School Committee Presentation, January 2, 2019
- HWRSD Recommended FY20 Budget, December 19, 2018

Finance Director, Patty Moore was present.

Mr. Lombardi noted the budget now includes the HWRSD's recommended budget with a 6.2% net operating budget increase of which 1% is for items above and beyond what the school terms as a level services budget. Also added outside of the operating budget is:

- \$250,000 funding for OPEB (currently there is no funding)
- \$73,0000 funding for a School Resource Officer

There has been some discussion with the Hamilton BOS to potentially include the School Resource Officer in the Hamilton Budget. Including Wenham's enrolment shift assessment, the Town's overall assessment for the HWRSD is an increase of 6.9%. There are no changes to the Town's budget and it remains \$934,000 over levy limit; \$242,000 of which is just for level services and includes a 3% increase to HWRSD budget.

The BOS discussed at their last meeting about what a levy limit budget with level services would leave for funding capacity for the HWRSD. MR. Lombardi reported that the Town would have the ability to fund 1.4% net operating increase of \$160,000. And separately funded, as has been done the past few years, \$177,000 to offset cost of enrollment shift making the total funding for HWRSD budget increase of \$336,000 from a levy limit/level Town budget.

This approach means a potential Operating override for HWRSD of \$559,000. Mr. Lombard noted the total assessment set to increase \$700,000 is lower than actual \$900,000 increase because over \$200,000 in excluded debt is dropping off for the Middle School building.

The BOS recommended to the FinCom to begin with this approach. Key things considered to this approach.

1. Relying on one-time funds for the operating budget which that is not sustainable and the potential to have school and town operating override next year
2. The Town is not funding any new capital in FY20 and again, one-time funds were used to make payments that are now in the operating budget. These capital needs will only be pushed out a year and will still be needed to be addressed with no additional funding resource.
3. Which if any of those requests (\$200,000) for additional staff, capital, over the level service budget would be considered in the levy limit budget, which would increase the override for the school.

Mr. Wilhelm initiated a conversation to use stabilization fund for capital expenses or consider Community Preservation application for any acceptable items.

Ms. Harrison offered a suggestion to look at capital needs and bond as debt exclusion and draft a list of capital needs anticipated in the next 5 years, noting this must be a minimum of \$1 million. Mr. Lombardi and Ms. Moore will look into this idea. Mr. Clemenzi encouraged good business sense and what can be deferred and what needs to be addressed immediately to prevent additional costs in the future.

After discussing the Board was open to further considering options with the FinCom.

The School would need to cut the budget \$1.7 million to fit within the Town's levy limit.

It was noted that the School has Excess & Deficiency funds and would be encouraged to use it especially since there is now a Circuit Breaker fund for Special Education costs.

Adjournment – *The BOS unanimously adjourned at 7:47 pm.*

Respectfully Submitted By
Catherine Tinsley
2.17.19

TOWN OF WENHAM
Wenham Board of Selectmen
Minutes of February 5, 2019
Bessie Buker School, 1 School Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Tuesday February 5, 2019 at 6:45 pm Multi-Purpose Room.

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

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

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

Welcome & Call to Order - With a quorum present, Ms. Harrison called the BOS meeting to order at 6:48 pm
Selectmen present: Catherine Harrison, Chair; John Clemenzi, Vice Chair; Jack Wilhelm, Clerk
Also present: Peter Lombardi, Town Administrator; Catherine Tinsley, Recording Secretary

One Day Liquor License Request

Wenham Museum Book Signing, 132 Main Street, Thursday, February 7, 2019, 6:00pm – 8:00pm

- One Day Liquor License Application
- Certificate of Insurance
- Tips Certification
- \$50 Check to the Town
- Email recommendation from Kevin DiNapoli, WPD Captain
- Email recommendation from Jeff Baxter, WFD Captain
- Email recommendation from Jackie Bresnahan, Permitting Coord. & Special Projects Manager

Vote: Ms. Harrison moved to approve a One-Day (All Alcoholic Beverages) Liquor License requested by Kathleen Feldman for the Book Signing at the Wenham Museum, 132 Main Street, Thursday, February 7, 2019 from 6:00pm – 8:00pm. The motion carried unanimously.

This being the only business before the BOS prior to the Hamilton & Wenham joint tri-board meeting, Ms. Harrison called for a 10-minute recess to reconvene the BOS meeting at 7 pm.

Respectfully Submitted By
Catherine Tinsley
2.6.19

Wenham Board of Selectmen and Finance & Advisory Committee
Hamilton Board of Selectmen and Finance & Advisory Committee
Hamilton Wenham Regional School Committee
Joint Meeting Minutes of February 5, 2019
Bessie Buker School, 1 School Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board & Committee members, a meeting of the Wenham Board of Selectmen, Wenham Finance & Advisory Committee Hamilton Finance & Advisory Committee and the Hamilton Wenham Regional School Committee was held on Tuesday February 5, 2019 at 7 pm in the Multi- Purpose Room.

This meeting was held to review budget updates and get a general understanding of the challenges each entity was facing in preparing the FY20 budget.

Call to Order - Each respective Chair called their Board/ Committee to order at 7:06 pm with the Wenham BOS reconvening at 7:07 pm.

Present for Town of Wenham

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

Finance & Advisory: Alex Begin, Chair; David Molitano, Carrie Jelsma; James Purdy; Michael Therrien

Also Present; Peter Lombardi, Town Administrator; Patty Moore, Finance Director/ Treasurer-Collector; Catherine Tinsley, Recording Secretary

Present for Town of Hamilton

Selectmen – No quorum: Sean Farrell, Jeffrey Hubbard

Finance & Advisory: Phillips Stearns, Chair; John Pruellage; Darcy Dale

Also present: Joseph Domelowicz, Town Manager

Present for the Hamilton Wenham Regional School District

School Committee present: David Polito, Chair; Michele Bailey; Jeanise Bertrand, Gene Lee, Stacey Metternick, Peter Wolczik (A 7:11pm)

Also Present: Michael Harvey, Superintendent; Jeffrey Sands, Assistant Superintendent; Mahala Lettvin Recording Secretary

Abbreviations used

FY Fiscal Year

OPEB Other Post Employment Benefits

COLA Cost Of Living Adjustment

SRO School Resource Officer

BOS Board of Selectmen

FinCom Finance & Advisory Committee

HWRSD Hamilton Wenham Regional School District

HWRSC Hamilton Wenham Regional School Committee

Public Information

- The meeting was recorded with permission by HWCAM
- PowerPoint Presentations / Deck Slides
 - HWRSD FY20 Operating Budget- Prepared by D. Polito, M. Harvey, J. Sands
 - Wenham FY20 Budget update & Need for HWRSD Operating Override – P. Lombardi
 - Hamilton FY20 Budget – J. Domelowicz

Review of HWRSD FY20 Budget

The Superintendent's FY20 recommended budget was a level service budget, plus funding to establish an OPEB account and fund a School Resource Officer. The increase in the FY20 gross operating budget is \$1,975,703 this is 6.19% from FY19.

Level Service Key Assumptions:

Salaries including COLA, contractual obligations e.g. step increases

Operating Costs – no new services/programs; reduced capital

Exceptions – Healthcare, Out of District costs, OPEB (\$250k), SRO(\$73k)

The Middle School / High School project service debt obligation final payment in May of \$711,000 which will be redirected for the Winthrop School sprinkler project.

Service Expenses

Draft JW

Expense FY 20 budget analysis

District totals net assessment expenses are \$34 million less \$4.3million alternate funding sources leaves \$29,896,119 to be apportioned between the Towns:

Hamilton Assessment: \$762,000- increase 4.1%

Wenham Assessment: \$700,000 - increase 6.9%

FY15-FY20 analysis: Total Increase \$5.4 million /22.1% change including enrollment shift

Hamilton – increase \$2.2 million /13.25 %

Wenham – increase \$3.1 million / 41.22%

FY20 Budget Calendar October 2018 – April 6, 2109

The School Committee will adopt a budget on February 13, 2019 at the public hearing.

Open for questions.

Ms. Jelsma noted that salaries are 60.9% of the HWRSD budget and questioned how union negotiations went and if the negotiations went as planned and was told this is all inclusive and not just the union contracts and includes the COLA Steps and grade changes.

The Teacher's Union negotiated a 2.5% COLA. Custodial/Office are in the process of negotiating.

Regarding out of district placement cost at 31% what commitments are made to keep students in district with the cost of investments and when would data would be available? Ms. Bertrand suggested the number isn't higher because some students are kept in district. In house programs are aimed to critical mass for savings.

The Circuit Breaker reimbursement from state off sets the increase and any additional funds goes into a revolving account to be used to cover unexpected expenses of Special Education. This account is potentially not available for FY20.

Mr. Lombardi questioned the SRO in the budget. The Town of Hamilton considers this position a town employee and the Mr. Sands disagreed and interpreted this position as an operating expense that lies with the district according to section 4 definitions of cost in the Regional Agreement and should be apportioned and accounted for by the School.

The SRO position was questioned with the observation it does not have to be an armed person to eligible for grants just released by the Governor. Hearing new information, Hamilton will seek Counsel on this matter.

With \$34 million (to \$47 million) obligation for the HWRSD, the (proposed) OPEB schedule for the next 30 years is to fund OPEB at \$250,000 and growing by \$250,000 a year for 5-years to \$1.25 million until Essex Regional Retirement Fund is fully funded, in about 15 years, and then reallocate that money to fully fund OPEB.

Wenham FinCom encouraged the HWRSD to "sharpen their pencils"

Mr. Lombardi commented that it was great all three entities have done an analysis and have a policy and mentioned OPEB could crowd out a lot of other things and when it comes to operating overrides.

When questioned if Wenham supports the OPEB plan, Ms. Harrison noted Wenham can't afford the \$250,000.

Both towns have a 30-year plan to fund OPEB incrementally increasing the amount year to year.

Hamilton's OPEB liability is about \$17 million and Wenham's OPEB liability is about \$5 million.

Review of Wenham FY20 Budget & Need for HWRSD Operating Override

➤ Budget update Town of Wenham February 5, 2019

Mr. Lombardi referenced a PowerPoint presentation and clarified this was a budget update as the budget process is ongoing. The presentation was a snap shot of where the budget process is now.

FY20 Budget: Expense Totals

Town expenses are set to increase \$545,000

Drivers are health insurance, pension and storm water compliance regulations

All three unions are negotiating a new contract, 2% COLA

The FY20 budget does not include funding for \$187,000 new capital needs or \$188 in priority operating expenses

Preliminary discussions have begun to create a new Special Stabilization Fund specifically for enrollment shift costs as an example, Wenham's FY20 enrollment shift obligation is \$177,000. This account would not permanently increase the level limit and could be used as needed to fund the enrollment cost which has increased over \$1 million for Wenham the past 3 years.

Article 1 (levy limit budget) currently includes \$135,000 for HWRSD expense increases

Article 2 would use \$700,000 in Free Cash to balance levy limit budget

Draft JW

Article 3 would approve an override balance to fully fund FY20 HWRSD budget; \$559,00 difference of assessment and what is in Article 1

Tax rate impact:

Levy limit for Wenham is \$16,240,155 with a projected tax rate in FY19 of \$18.02 per \$1000 property value but if the override passes, the FY20 tax rate would increase by 5.8% to \$19.07 per \$1000 and an increase in the median tax bill of \$603.

The Fire based ambulance program and by remaining in the regional dispatch in Middleton increased revenue for Wenham.

The HWRSD Budget would need to be reduced by \$1.6 million for Wenham to avoid a school override.

Funding on the town side of level service in Article 1 and the remaining balance in the levy limit goes to the school with that balance in an operating override.

Two new developments in Wenham are anticipated to bring in revenue for FY21.

FinCom and BOS has not made finally decisions and budget discussions continue.

Town of Hamilton FY Proposed Budget Impact & Overview

Mr. Domelowicz, referenced a PowerPoint presentation of the Town of Hamilton's FY20 Budget overview.

Budget proposal budget increases to \$33,096,377; this includes the HWRSD increase of \$782,184 and a Town increase of \$2,336,603 for union negotiations, new staff including RSO, and increased costs for trash/recycling, health insurance, employee retirement, and debt related to capital improvement. The increase in budget from FY19 to FY20 is 7.6% and revenues are projected to meet this figure. Out of the total budget, 58% goes to Schools (HWRSD & Vocational School) and 87% revenue comes from property taxes. Hamilton is about \$900,000 away from their levy limit but compared to past years when it was around \$2 million, it is getting close.

This presentation also included:

Town budget breakdown

Revenues and available Funds

Hamilton tax rate trend

Tax breakdown

Tax rate breakdown of approved budget: \$16.93 per \$1000 value of property on a median home is \$9,311

Mr. Farrell mentioned that Hamilton was considering forming a capital committee working group and that it be comprised of all three entities to consider large HWRSD capital items i.e. elementary school, turf field, etc. and how to prioritize and how to financially approach these projects. Hamilton will reach out to the HWRSD and Wenham when they begin.

Mr. Farrell was referred to a capital plan as posted on line. The School District agreed it was important to prioritize capital.

Discussion of Potential HWRSD Debt Exclusion(s)

When asked about the possible debt exclusion on the agenda, the School Committee Chair confirmed there is no debt exclusion. Ms. Bailey questioned the statement after an executive session and asked to reference the minutes and Ms. Letvinn read "The School Committee has authorized District Leadership to proceed with negotiation on properties on Longmeadow Way." The Chair confirmed that the process would not bring anything before Town Meeting, adding at this time.

Adjournment - *The meeting was unanimously adjourned by each Board/ Committee at 8:39 pm*

Respectfully Submitted By

Catherine Tinsley

2.18.19

BOARD OF SELECTMEN MEETING

February 21, 2019

CONSENT AGENDA

B.

American Diabetes Association

Tour de Cure

Sunday, May 19, 2019

- Letter from Kevin Smith, American Diabetes Association, Director, Event Production, December 4, 2018
- North Shore Tour de Cure Routes: Passing through Wenham
- Certificate of Liability Insurance
- Email recommendation from Stephen Kavanagh, Chief, Wenham Fire Department, February 14, 2019
- Email recommendation from Kevin DiNapoli, Captain, Wenham Fire Department, February 19, 2019

American Diabetes Association
260 Cochituate Road, Suite 200
Framingham, MA 01701
800-DIABETES / www.diabetes.org



December 4, 2018

Chairman Wilhelm and the people of Wenham Massachusetts,

The North Shore Tour de Cure is a cycling, walking and running fundraising event benefiting the American Diabetes Association. This year's event is scheduled for May 19th, beginning and ending at Topsfield Fairgrounds. We have cycling routes of 100, 62, 30 and 15 miles, and a 5k walk and run. The first group of cyclists will depart the fairground at 7am, with additional groups departing at 8:30am, 10am, and 11am. We expect a total of about 500 riders to pass through Wenham.

With your permission we would like to pass through Wenham between the hours of 10:00am and 3:00pm. Please refer to the route maps and links on the following page.

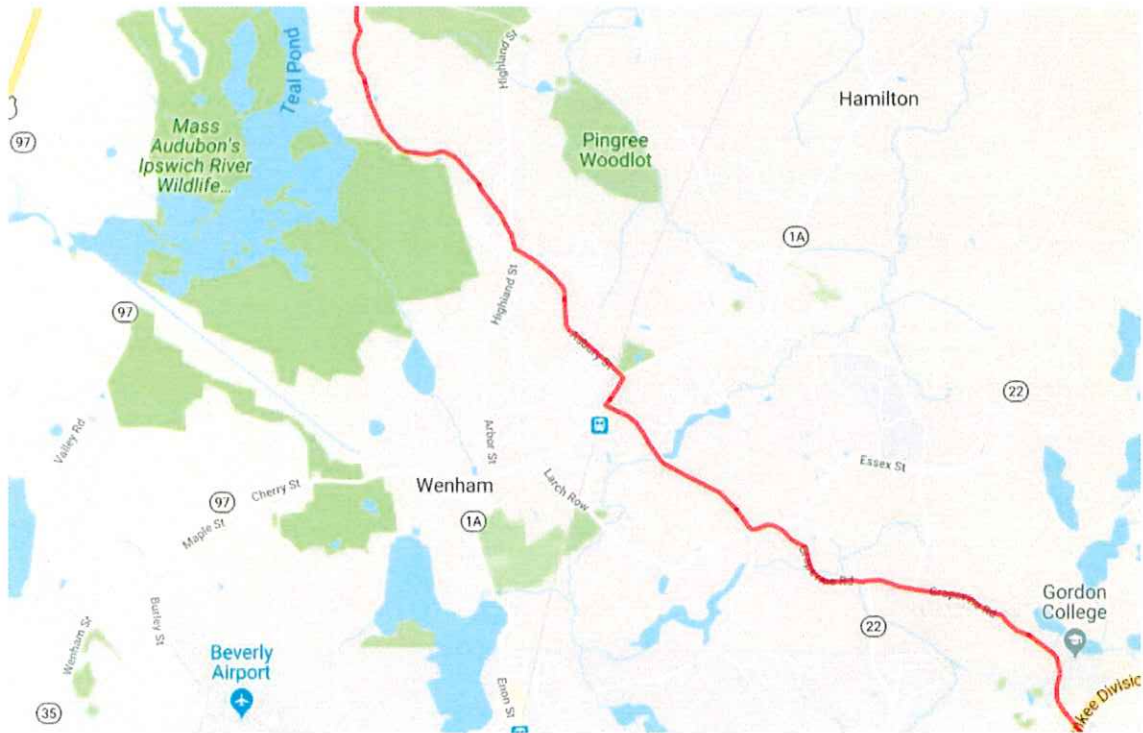
The American Diabetes Association leads the fight against the deadly consequences of diabetes and fights for those affected by diabetes. We fund research to prevent, cure and manage diabetes, deliver services to hundreds of communities, provide objective and credible information, and give voice to those denied their rights because of diabetes. To learn more about diabetes and diabetes prevention, please visit us at, www.diabetes.org.

Thank you for your help. Please let me know if you have any questions or need additional information.

Kevin Smith

American Diabetes Association
Director, Event Production
Phone: 214.783.1906
Email: kesmith@diabetes.org

North Shore Tour de Cure Routes: Passing through Wenham



100 mile route

Online Map links

100 mile: <https://ridewithgps.com/routes/16976819>

62 mile: <https://ridewithgps.com/routes/6169602>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2019

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 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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 CN103156776-Stand-GAWUP-18-20 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| INSURED AMERICAN DIABETES ASSOCIATION ATTN: DOUG MEYER 2451 CRYSTAL DRIVE ARLINGTON, VA 22202 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Philadelphia Indemnity Insurance Company | |
| | INSURER B: N/A | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| INSURER F: | | |
| NAIC # | | |

COVERAGES**CERTIFICATE NUMBER:**

NYC-010427453-00

REVISION NUMBER: 11

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | PHPK1936312 | 02/01/2019 | 02/01/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK1936312 | 02/01/2019 | 02/01/2020 | 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 | | | PHUB663393 | 02/01/2019 | 02/01/2020 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| | 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 | N/A | | | | PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | <input checked="" type="checkbox"/> PROPERTY | | | PHPK1936312 | 02/01/2019 | 02/01/2020 | LIMIT \$ 225,000 DEDUCTIBLE \$ 1,000 |

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

RE: Name of Event: Framingham NS - North Shore Tour de Cure Date of Event: 5/19/2019 Setup/down: 5/18/2019-5/20/2019

Town of Wenham is included as additional insured where required by 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i> |

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| | | |
|---------------------------|-----------|---|
| AGENCY Marsh USA, Inc. | | NAMED INSURED AMERICAN DIABETES ASSOCIATION ATTN: DOUG MEYER 2451 CRYSTAL DRIVE ARLINGTON, VA 22202 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

With regard to Property coverage, other deductibles may apply as per policy terms and conditions.

Nicole Roebuck

From: Add <wfddepchief@comcast.net>
Sent: Thursday, February 14, 2019 1:37 PM
To: Nicole Roebuck
Subject: Re: 2019 Tour de Cure

Hi Nicci,

We have no problems with this request.

Sent from my iPhone

On Feb 14, 2019, at 1:26 PM, Nicole Roebuck <NRoebuck@wenhamma.gov> wrote:

Attached is a letter of request and certificate of insurance from the American Diabetes Association requesting use of a portion of Wenham streets for their annual Tour de Cure on Sunday, May 19, 2019.

The BOS would appreciate your recommendation and any concerns or comments you may have regarding this request for their meeting on February 21st.

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: Tom Perkins
Sent: Wednesday, December 05, 2018 9:27 AM
To: Nicole Roebuck
Subject: FW: 2019 Tour de Cure

Hi Nicci,

We have no issues with this race from years past. I am not sure if they usually provide an insurance rider or not.

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

978-468-5500 Extension 220

CONFIDENTIALITY:

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

From: Kevin Smith <KeSmith@diabetes.org>

Sent: Tuesday, December 4, 2018 11:34 AM

To: Jack Wilhelm; Tom Perkins

Subject: 2019 Tour de Cure

Chairman Wilhelm and Chief Perkins,

The North Shore Tour de Cure is a cycling, walking and running fundraising event benefiting the American Diabetes Association. This year's event is scheduled for May 19th, beginning and ending at Topsfield Fairgrounds. We have cycling routes of 100, 62, 30 and 15 miles, and a 5k walk and run. The first group of cyclists will depart the fairground at 7am, with additional groups departing at 8:30am, 10am, and 11am. We expect a total of about 500 riders to pass through Wenham.

With your permission we would like to pass through Wenham between the hours of 10:00am and 3:00pm. Please refer to the route maps and links on the attached letter.

Please let me know what additional information you require and if you have any questions. Thank you!

Kevin Smith

Director, Event Production

<image001.jpg>

Phone: 214.783.1906

<Wenham - May 19 North Shore Tour de Cure.pdf>

<cert_1_5685151_1.pdf>

Nicole Roebuck

From: Kevin Dinapoli
Sent: Tuesday, February 19, 2019 2:17 PM
To: Nicole Roebuck
Subject: RE: 2019 Tour de Cure

No issues from the police side.

Captain Kevin J. DiNapoli
Wenham Police Department
1 Friend Court
Wenham, MA 01984
(978) 468-5500 Ext. 221

This e-mail communication (including any attachments) is covered by the [Electronic Communications Privacy Act, 18 USC 2510 et seq.](#) This communication is **CONFIDENTIAL**. The advice and work product contained herein are **PRIVILEGED** and intended only for disclosure to or use by the person(s) listed above. If you are neither the intended recipient(s), nor a person responsible for the delivery of this communication to the intended recipient(s), you are hereby notified that any retention, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by using the "reply" feature or by calling the Wenham Police Department at (978) 468-5500, and then immediately delete this message and all attachments from your computer.

From: Nicole Roebuck
Sent: Thursday, February 14, 2019 1:27 PM
To: Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter
Subject: FW: 2019 Tour de Cure

Attached is a letter of request and certificate of insurance from the American Diabetes Association requesting use of a portion of Wenham streets for their annual Tour de Cure on Sunday, May 19, 2019.

The BOS would appreciate your recommendation and any concerns or comments you may have regarding this request for their meeting on February 21st.

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: Tom Perkins
Sent: Wednesday, December 05, 2018 9:27 AM

To: Nicole Roebuck
Subject: FW: 2019 Tour de Cure

Hi Nicci,

We have no issues with this race from years past. I am not sure if they usually provide an insurance rider or not.

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

978-468-5500 Extension 220

CONFIDENTIALITY:

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

From: Kevin Smith <KeSmith@diabetes.org>
Sent: Tuesday, December 4, 2018 11:34 AM
To: Jack Wilhelm; Tom Perkins
Subject: 2019 Tour de Cure

Chairman Wilhelm and Chief Perkins,

The North Shore Tour de Cure is a cycling, walking and running fundraising event benefiting the American Diabetes Association. This year's event is scheduled for May 19th, beginning and ending at Topsfield Fairgrounds. We have cycling routes of 100, 62, 30 and 15 miles, and a 5k walk and run. The first group of cyclists will depart the fairground at 7am, with additional groups departing at 8:30am, 10am, and 11am. We expect a total of about 500 riders to pass through Wenham.

With your permission we would like to pass through Wenham between the hours of 10:00am and 3:00pm. Please refer to the route maps and links on the attached letter.

Please let me know what additional information you require and if you have any questions. Thank you!

Kevin Smith
Director, Event Production



Phone: 214.783.1906

BOARD OF SELECTMEN MEETING

February 21, 2019

CONSENT AGENDA

C.

Hamilton-Wenham Friends of the Arts

Melody Miles

Saturday, May 25, 2019

- Letter from Alexandra Riordan, President, Hamilton-Wenham Friends of the Arts, February 24, 2019
- Certificate of Liability Insurance
- Email recommendation from Stephen Kavanagh, Chief, Wenham Fire Department, February 14, 2019
- Email recommendation from Kevin DiNapoli, Captain, Wenham Fire Department, February 19, 2019

Hamilton-Wenham Friends of the Arts
P.O. Box 198
Hamilton, MA 01936

24 February 2019

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

Dear Honorable Board of Selectmen:

We are writing to request permission to conduct the 24th annual Melody Miles road race on Saturday, May 25th, beginning and ending at the Winthrop School. Hamilton-Wenham Friends of the Arts sponsors this race, the proceeds of which benefit the arts in the two towns' schools. We will run two simultaneous races: a 5-mile race and a 5-kilometer run or walk. The races will begin at 10:00 a.m. in front of the Winthrop Elementary School and end at 11:15 a.m. at the school.

The 5-mile race will commence down Bay Road and turn left on Walnut Street, left on Larch Row, continuing to Woodbury, left on Bridge Street and finally left on Bay Road and back to the Winthrop School. The 5K run will begin going north on Bay Road, right onto Bridge Street continuing up Miles River Road, and then coming back the same route to Winthrop School. Our organization has many volunteers to help with this race. We plan to have two volunteers in distinctive shirts at each turn on the race route. We will provide water stops that will be cleaned up after the race.

The student musicians, who play their instruments or sing in small groups along the course, will be placed carefully along the race route to ensure their safety. Parents and volunteers will assist groups of younger musicians.

Please inform us of any guidelines you wish us to follow in regard to this race. We are pleased to continue our long tradition of running the most harmonious race on the North Shore!

Sincerely,

Alexandra K. Riordan
President, H-W Friends of the Arts

cc: Thomas Perkins, Wenham Chief of Police
Peter Lombardi, Wenham Town Administrator

CERTIFICATE OF INSURANCE

PRINT DATE: 1/17/2019

CERTIFICATE NUMBER: 20190116681619

AGENCY:

Integro USA Inc.
d/b/a Integro Insurance Brokers
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. HW Friends of the Arts
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

Melody Miles Road Race (5/25/2019 - 5/26/2019)

POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INS | TYPE OF INSURANCE: | POLICY NUMBER(S): | EFFECTIVE: | EXPIRES: | LIMITS: |
|-----|---|-------------------|-----------------------|-----------------------|---|
| A | GENERAL LIABILITY | | | | |
| | <input checked="" type="checkbox"/> Occurrence | PHPK1899025 | 11/1/2018 12:01 AM | 11/1/2019 12:01 AM | GENERAL AGGREGATE (Applies Per Event) \$3,000,000 |
| | <input checked="" type="checkbox"/> Participant Legal Liability | | | | EACH OCCURRENCE \$1,000,000 |
| | | | | | DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000 |
| | | | | | MEDICAL EXPENSE (Any one person) EXCLUDED |
| | | | | | PERSONAL & ADV INJURY \$1,000,000 |
| | | | | | PRODUCTS-COMP/OP AGG \$3,000,000 |
| B | UMBRELLA/EXCESS LIABILITY | | | | |
| | <input checked="" type="checkbox"/> Occurrence | PHUB652176 | 11/1/2018 12:01 AM | 11/1/2019 12:01 AM | EACH OCCURRENCE \$10,000,000 |
| | | | | | AGGREGATE (Applies Per Event) \$10,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

Excess policy follows form of underlying General Liability.

Evidence of coverage only

CERTIFICATE HOLDER:

HW Friends of the Arts
4 Hunter Lane
South Hamilton MA 01982

NOTICE OF 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:

Nicole Roebuck

From: Add <wfddepchief@comcast.net>
Sent: Thursday, February 14, 2019 1:39 PM
To: Nicole Roebuck
Subject: Re: 24th Annual Melody Miles, Saturday May 25th

Hi Nicci,

As long as the kids are set back from the street we have no problem with this request.

Sent from my iPhone

On Feb 14, 2019, at 1:23 PM, Nicole Roebuck <NRoebuck@wenhamma.gov> wrote:

Attached is a letter of request and certificate of insurance from the Hamilton-Wenham Friends of the Arts requesting use of a portion of Wenham streets for their annual Melody Miles Road Race on Saturday, May 25, 2018.

The BOS would appreciate your recommendation and any concerns or comments you may have regarding this request for their meeting on February 21st.

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: Nicci Roebuck [<mailto:njroebuck@gmail.com>]
Sent: Thursday, January 24, 2019 1:33 PM
To: Nicole Roebuck
Subject: Fwd: 24th Annual Melody Miles, Saturday May 25th

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

From: Alexandra Riordan <alexandra_riordan@hotmail.com>
Date: Thu, Jan 24, 2019 at 1:05 PM
Subject: 24th Annual Melody Miles, Saturday May 25th
To: charrison@wenhamma.gov <charrison@wenhamma.gov>, jclemenzi@wenhamma.gov <jclemenzi@wenhamma.gov>, jwilhelm@wenhamma.gov <jwilhelm@wenhamma.gov>
Cc: plombardi@wenhamma.gov <plombardi@wenhamma.gov>, tperkins@wenhamma.gov <tperkins@wenhamma.gov>, Cheryl Glovsky <cheryl.glovsky@gmail.com>, Nicci Roebuck <njroebuck@gmail.com>

Dear Honorable Board of Selectmen -

Attached please find the Hamilton-Wenham Friends of the Arts' request for permission to host the 24th Annual Melody Miles 5k and 5mi road race on Saturday, May 25th. This local event has become a staple of both towns' Memorial Day celebration, and participants from both Hamilton and Wenham look forward to being serenaded by our student musicians and singers along the route.

This is H-W FOTA's largest fundraiser, bringing in the overwhelming majority of our budget which we use to fund grant requests across theater, music, and studio arts to the benefit of students across the district.

In addition to the letter, I have enclosed a copy of our certificate of insurance for your review.

Please let me know if you have any questions or concern. We look forward to having your support for this fun community event!

Sincerely,
Alexandra K. Riordan
President, H-W FOTA

--

Nicci Roebuck
704-906-8054
njroebuck@gmail.com

<2019 Certificate of Insurance.pdf>

<Letter to Wenham BOS.docx>

Nicole Roebuck

From: Kevin Dinapoli
Sent: Tuesday, February 19, 2019 2:17 PM
To: Nicole Roebuck
Subject: RE: 24th Annual Melody Miles, Saturday May 25th

No issues from the police side.

Captain Kevin J. DiNapoli
Wenham Police Department
1 Friend Court
Wenham, MA 01984
(978) 468-5500 Ext. 221

This e-mail communication (*including any attachments*) is covered by the [Electronic Communications Privacy Act, 18 USC 2510 et seq.](#) This communication is **CONFIDENTIAL**. The advice and work product contained herein are **PRIVILEGED** and intended only for disclosure to or use by the person(s) listed above. If you are neither the intended recipient(s), nor a person responsible for the delivery of this communication to the intended recipient(s), you are hereby notified that any retention, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by using the "reply" feature or by calling the Wenham Police Department at (978) 468-5500, and then immediately delete this message and all attachments from your computer.

From: Nicole Roebuck
Sent: Thursday, February 14, 2019 1:23 PM
To: Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter
Subject: FW: 24th Annual Melody Miles, Saturday May 25th

Attached is a letter of request and certificate of insurance from the Hamilton-Wenham Friends of the Arts requesting use of a portion of Wenham streets for their annual Melody Miles Road Race on Saturday, May 25, 2018.

The BOS would appreciate your recommendation and any concerns or comments you may have regarding this request for their meeting on February 21st.

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: Nicci Roebuck [mailto:njroebuck@gmail.com]
Sent: Thursday, January 24, 2019 1:33 PM
To: Nicole Roebuck
Subject: Fwd: 24th Annual Melody Miles, Saturday May 25th

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

From: **Alexandra Riordan** <alexandra_riordan@hotmail.com>

Date: Thu, Jan 24, 2019 at 1:05 PM

Subject: 24th Annual Melody Miles, Saturday May 25th

To: charrison@wenhamma.gov <charrison@wenhamma.gov>, jclemenzi@wenhamma.gov

<jclemenzi@wenhamma.gov>, jwilhelm@wenhamma.gov <jwilhelm@wenhamma.gov>

Cc: plombardi@wenhamma.gov <plombardi@wenhamma.gov>, tperkins@wenhamma.gov <tperkins@wenhamma.gov>, Cheryl Glovsky <cheryl.glovsky@gmail.com>, Nicci Roebuck <njroebuck@gmail.com>

Dear Honorable Board of Selectmen -

Attached please find the Hamilton-Wenham Friends of the Arts' request for permission to host the 24th Annual Melody Miles 5k and 5mi road race on Saturday, May 25th. This local event has become a staple of both towns' Memorial Day celebration, and participants from both Hamilton and Wenham look forward to being serenaded by our student musicians and singers along the route.

This is H-W FOTA's largest fundraiser, bringing in the overwhelming majority of our budget which we use to fund grant requests across theater, music, and studio arts to the benefit of students across the district.

In addition to the letter, I have enclosed a copy of our certificate of insurance for your review.

Please let me know if you have any questions or concern. We look forward to having your support for this fun community event!

Sincerely,
Alexandra K. Riordan
President, H-W FOTA

--

Nicci Roebuck
704-906-8054
njroebuck@gmail.com

BOARD OF SELECTMEN MEETING

February 21, 2019

NEW BUSINESS

D.

**Vote to Place Adoption of MGL Chapter 59 Section 5
Clause Forty First C ½ to April 2019 Ballot**

(10 minutes)

- Draft Motion
- Article 26: Local Acceptance: Modification to Senior Circuit Breaker Tax Exemption Program
- Clause 41 C ½ Senior Tax Exemption Wenham Estimates Based on FY18 Values
- Clause 41 C ½ Property Tax Exemption for Seniors, Division of Local Services Information Guideline Release

BOARD OF SELECTMEN MEETING

February 21, 2019

DRAFT MOTION

Vote to Place Adoption of MGL Chapter 59 Section 5
Clause Forty First C 1/2 on the April 2019 Ballot

- Vote: I move the Board of Selectmen 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?”.

Seconded / Discussion/ Vote

Action: Article 24 passed unanimously.

ARTICLE 25: Local Acceptance: Municipal Veterans Assistance Fund

To see if the Town will vote to accept the provisions of MGL Chapter 60, Section 3F to establish a municipal veterans assistance fund, whereby the Town may designate a place on its municipal property tax bills, motor vehicle excise bills, or mail with such bills a separate form for taxpayers to voluntarily check off, donate and pledge an amount of money for support of veterans and veterans services as authorized by the law.
Or take any other action relative thereto.

Recommendation: The Board of Selectmen recommended favorable action (3-0-0) as did the Finance & Advisory Committee (5-0-0).

Purpose: This local acceptance would establish a new Veterans Assistance Account that would be funded by donations from residents. State Aid has very stringent eligibility standards so very few Wenham veterans are able to take advantage of those programs. Our local Veterans Committee, working with our District Veteran's Service Officer, would oversee the distribution of these funds to Wenham veterans who apply for assistance with food, transportation and heating bills.

Motion: John Clemenzi, on behalf of the Board of Selectmen, moved that the Town accept the provisions of MGL Chapter 60, Section 3F to establish a municipal veterans assistance fund, whereby the Town may designate a place on its municipal property tax bills, motor vehicle excise bills, or mail with such bills a separate form for taxpayers to voluntarily check off, donate and pledge an amount of money for support of veterans and veterans services as authorized by the law.

Discussion: None

Action: Article 25 passed by a majority.

ARTICLE 26: Local Acceptance: Modification to Senior Circuit Breaker Tax Exemption Program

To see if the Town will vote in accordance with MGL Chapter 59, Section 5, Clause Forty-First C½, which statute provides the Town with greater flexibility to customize the so-called "senior circuit breaker program", a property tax exemption for income eligible seniors, by reducing the eligible age of seniors from 70 to 65 years, and by increasing the amount of the exemption from 5% to 10%; provided, however, that such statute must be accepted by the Town at the 2019 Annual Town Election in the form of the following question, "Shall G.L. c.59, §5, Clause Forty First C½, granting real estate property tax reductions to qualifying senior citizens, be accepted?".

Or take any other action relative thereto.

Recommendation: The Board of Selectmen recommended favorable action (2-0-0) as did the Finance & Advisory Committee (4-0-0).

Purpose: This article seeks to align the income eligibility standards for our senior circuit breaker tax programs with those of the State. It is expected that these changes will significantly increase the number of elderly residents who will be able to apply this exemption to their local property taxes. The proposed changes to this local option statute seek to reduce the eligibility age from 70 to 65 and to set the exemption amount at 10% of the average property tax bill. If this article is approved at Town Meeting, it will require a ballot vote in 2019 so it will not go into effect until fiscal year 2020.

Motion: Jack Wilhelm, on behalf of the Board of Selectmen, moved that the Town vote in accordance with MGL Chapter 59, Section 5, Clause Forty-First C½, to reduce the eligible age of seniors from 70 to 65 years, and to increase the amount of the exemption from 5% to 10%; provided, however, that such statute must be accepted by the Town at the 2019 Annual Town Election.

Discussion: None

Action: Article 26 passed by a majority.

ARTICLE 27: Modification to Elderly Property Tax Deferral Program Interest Rate

To see if the Town will vote to reduce the rate of interest that accrues on property taxes deferred by eligible seniors under MGL Chapter 59, Section 5, Clause Forty-First A from 8% to 4%, with such reduced rate to apply to taxes assessed for any fiscal year beginning on or after July 1, 2018.

Or take any other action relative thereto.

CLAUSE 41C% SENIOR TAX EXEMPTION

Wenham Estimates Based on FY18 Values

| Average Residential Value | % | Tax Rate | Maximum Exemption (MGL Ch 59, Sec 5, Cl 41 1/2) |
|---------------------------|-----|----------|---|
| \$574,100 | 5% | 18.02 | \$517 |
| \$574,100 | 6% | 18.02 | \$621 |
| \$574,100 | 7% | 18.02 | \$724 |
| \$574,100 | 8% | 18.02 | \$828 |
| \$574,100 | 9% | 18.02 | \$931 |
| \$574,100 | 10% | 18.02 | \$1,035 |
| \$574,100 | 11% | 18.02 | \$1,138 |
| \$574,100 | 12% | 18.02 | \$1,241 |
| \$574,100 | 13% | 18.02 | \$1,345 |
| \$574,100 | 14% | 18.02 | \$1,448 |
| \$574,100 | 15% | 18.02 | \$1,552 |
| \$574,100 | 16% | 18.02 | \$1,655 |
| \$574,100 | 17% | 18.02 | \$1,759 |
| \$574,100 | 18% | 18.02 | \$1,862 |
| \$574,100 | 19% | 18.02 | \$1,966 |
| \$574,100 | 20% | 18.02 | \$2,069 |

Features:

Replaces 41C (currently in place) - fixed \$1,000 exemption amount

Income limit tied to state circuit breaker (Single: \$57,000; Married: \$86,000) instead of Single: \$20,000; Married: \$30,000

No asset limit

Reduction in minimum eligibility age from 70 to 65 years old (with approval of Town Meeting)

5 year ownership (consecutive) / 10 year domicile in MA

Accepted at a regularly scheduled biennial municipal election (Spring 2019)

Financial Impact:

| | Under 41C (\$500-\$1,000): | Under 41C% (at 10%): | |
|-------------------------|-------------------------------|----------------------|-----------------|
| | | Maximum Exemption | Projected (90%) |
| Exemptions | 12 | 85 | 85 |
| Average Abatement | \$1,000 | \$1,035 | \$931.08 |
| Total Abatements | \$12,000 | \$87,935 | \$79,141 |
| State Reimbursement | \$4,000 | \$4,000 | \$4,000 |
| Net Cost (from Overlay) | \$8,000 | \$83,935 | \$75,141 |

Average Cost per Taxpayer/Per Year **\$ 49.22**
(if overlay increased by \$67k difference)

Effective in FY20 and so would need to increase overlay for FY20 if approved

Overlay currently set at \$135k, with annual abatements of \$60-80k (only \$25k for FY18) and \$25k set aside for other tax relief

Current program offers relief to less than 1% of our most vulnerable seniors - this change will help 5+% of that population



Informational Guideline Release

Bureau of Municipal Finance Law
Informational Guideline Release (IGR) No. 17-12
April 2017

Supersedes IGR 15-209 and Inconsistent Prior Written Statements

CLAUSE 41C½ PROPERTY TAX EXEMPTION FOR SENIORS

(G.L. c. 59, § 5(41C½))

This Informational Guideline Release (IGR) updates the standards and procedures that apply to the local option Clause 41C½ property tax exemption for seniors to reflect changes made by the 2016 Municipal Modernization Act.

Topical Index Key:

Exemptions

Distribution:

Assessors
Selectmen/Mayors
City/Town Managers/Exec. Secys.
Finance Directors
City/Town Councils
City Solicitors/Town Counsels

Supersedes IGR 15-209 and Inconsistent Prior Written Statements

CLAUSE 41C½ PROPERTY TAX EXEMPTION FOR SENIORS

(G.L. c. 59, § 5(41C½))

SUMMARY:

These guidelines update the standards and procedures that apply to local option [G.L. c. 59, § 5, Clause 41C½](#), which if accepted, replaces the property tax exemption for the domiciles of seniors 70 or older used by the city or town under [G.L. c. 59, § 5, Clause 41, 41B or 41C](#).

Unlike other local option property tax exemptions, Clause 41C½ is accepted at a regularly scheduled municipal election and is five percent of the average assessed value of residential parcels in the city or town, rather than a fixed dollar amount. As with the Clause 41B and 41C exemptions, taxpayers must be domiciled in Massachusetts for 10 consecutive years and have owned a domicile here for any five years. However, there is no asset (whole estate) limit and the income (gross receipts) limit is tied to the income limit single persons who are not heads of households must meet in order to be eligible for the “circuit breaker” state income tax credit limit under [G.L. c. 62, § 6\(k\)](#).

The guidelines have been updated for a change in the deadline for taxpayers to apply for all personal exemptions, including Clause 41C½, that was made by the 2016 Municipal Modernization Act. [St. 2016, c. 218, §§ 146 and 247](#). Effective beginning in fiscal year 2017, the deadline for taxpayers to apply for the exemption is April 1, or three months after the tax bills are mailed, whichever is later. See Section B-1.

These guidelines supersede Informational Guideline Release (IGR) No. 15-209, *Clause 41C½ Property Tax Exemption for Seniors* (March 2015), and any inconsistent prior written statements.

GUIDELINES:

A. LOCAL ACCEPTANCE

1. Acceptance Procedure

Acceptance of Clause 41C½ requires approval of the electorate at a regularly scheduled municipal election. The acceptance question may be placed on the ballot by vote of the selectboard, town council or city council subject to local charter.

The city or town clerk must receive written notice of the vote at least 35 days before the scheduled election. [G.L. c. 54, §§ 42C and 58A](#).

2. **Question Form**

The question presented to the voters must read as follows:

Shall Section 41 of Chapter 139 of the Acts of 2006 granting real estate property tax exemptions to qualifying seniors be accepted?

3. **Question Summary**

A fair and concise summary of the Clause 41C½ exemption and its purpose must appear underneath the question. [G.L. c. 54, § 58A](#). The summary is to be prepared by the community's city solicitor or town counsel and should include the fiscal year the exemption will take effect if accepted. See Section A-5 below.

4. **Question Approval**

The statute accepted if a majority of the voters voting on the ballot question vote "yes."

5. **Effective Date**

The exemption will apply in the fiscal year that begins the July 1 after the election, unless another fiscal year is specified in the vote by the selectboard, town council or city council and the election is held before the tax rate for that fiscal year is set.

6. **Revocation of Acceptance**

Acceptance may be revoked, but the city or town must wait until at least three years after the question passes to do so. Revocation is also voted at a regularly scheduled municipal election. [G.L. c. 4, § 4B](#).

To revoke acceptance, the selectboard, town council or city council subject to local charter may vote to present the following question to the voters:

Shall acceptance by _____ (city/town) of Clause 41C½ of Section 5 of Chapter 59 of the General Laws be revoked?

The statute is revoked if a majority of the voters voting on the question vote "yes."

The revocation will apply in the fiscal year that begins the July 1 after the election, unless another fiscal year is specified in the vote by the selectboard, town council or city council and the election is held before the tax rate for that fiscal year is set.

7. **Notification of Acceptance or Revocation**

The city or town clerk must notify the Municipal Databank/Local Aid Unit if the statute is accepted or revoked. (See "[Notification of Acceptance or Revocation](#)"). The notification should be made as soon as possible after the election.

B. APPLICATION PROCEDURE

1. Application Deadline

A taxpayer must file an application on an approved form with the board of assessors for each fiscal year for which a Clause 41C½ exemption is sought ([State Tax Form 96](#), [State Tax Form 96-1](#) or [State Tax Form 96-6](#)). **Each year's application is due on or before April 1, or three months after the actual tax bills are mailed, whichever is later.** [G.L. c. 59, § 59](#). Assessors may not waive the filing deadline, nor act on a late-filed application.

2. Appeals

An applicant aggrieved by the assessors' action on an application for an exemption may appeal to the state Appellate Tax Board, or the county commissioners if they live in a county where county government has not been abolished. The appeal must be filed within three months of the date the exemption was denied, or deemed denied if the assessors did not act. [G.L. c. 59, §§ 64 and 65](#).

C. EXEMPTION QUALIFICATIONS

1. Eligibility Date

As with other personal exemptions, Clause 41C½ exemption status is determined as of July 1. [G.L. c. 59, § 5](#). Any eligibility requirements for the exemption must be met as of that date.

2. Age

The applicant must be at least 70 years old on July 1.

3. Ownership

An applicant must be a natural person who owns the property on July 1 and has owned that property or another property in Massachusetts as a domicile for five years. The five years do not have to be consecutive. Ownership of any domicile in Massachusetts for a total of any five years is sufficient.

The applicant may be the sole owner or may own the property jointly with a spouse or other natural persons. The property may not be owned in whole or in part by a business, governmental or non-profit entity. If the applicant has co-owners, only the applicant must meet the five-year durational ownership requirement.

As with other personal exemptions, an applicant who holds a life estate in the property is considered its owner. If the property is held in trust, the applicant must be a trustee who also has a sufficient beneficial interest in the property.

4. **Domicile**

The applicant must occupy the property as his or her domicile on July 1 and must have been domiciled in Massachusetts for the preceding 10 years. The 10 years must be consecutive, but the taxpayer need not have lived all of those years in the same location in Massachusetts.

If the applicant has co-owners, only the applicant must meet the current and 10 year durational domiciliary requirements.

5. **Gross Receipts**

a. **Gross Receipts Definition**

Gross receipts means income from all sources and is broader than taxable income for federal or state income tax purposes. It includes wages, salaries, bonuses, commissions, public and private pensions, social security, alimony, child support, lottery winnings, interest and dividend income, capital gains, life insurance proceeds, net income from business or rental property after deduction of related business expenses and losses, public assistance, disability payments, unemployment compensation, workman's compensation, regular cash or financial contributions or gifts from family or others outside the household, and any other income.

b. **Applicable Income Limit**

The gross receipts of the applicant for the prior calendar year cannot exceed the income limit established for a single person who is not the head of a household to qualify for the "circuit breaker" state income tax credit for that year. The limit is adjusted annually by the Commissioner of Revenue for increases in the cost of living and is announced in a [Technical Information Release \(TIR\)](#) issued before the state tax filing season begins.

EXAMPLE

A single person who is not the head of a household must have income of \$57,000 or less during state tax year 2016 to qualify for the "circuit breaker" income tax credit for that year. Therefore, the gross receipts of the applicant cannot be over \$57,000 during 2016 in order to qualify for a Clause 41C½ exemption in fiscal year 2018, which begins on July 1, 2017.

c. **Deductions**

There are **no** allowable deductions when computing an applicant's gross receipts. As with other senior exemptions, personal or family expenses may not be deducted. In addition, the social security deduction from gross receipts that applies to other senior exemptions does **not** apply to Clause 41C½.

d. Co-owners or Others

The gross receipts of co-owners, spouses or other household members are **not** included or considered in determining whether the applicant qualifies for the exemption, unless the city or town adopts an allowable adjustment in the gross receipts limits. See Section F-1-d below.

D. EXEMPTION AMOUNT

The exemption amount is five percent of the average assessed value of residential parcels in the city or town. Average assessed value is determined by dividing the total valuation of all Class 1, Residential property by the total number of Class 1 parcels.

EXAMPLE

The total assessed valuation of Class 1, Residential property for the year is \$1,000,000,000. The total number of Class 1, Residential parcels is 1,000. The average assessed valuation of residential property for the year is \$1,000,000. The valuation exemption amount is \$50,000. If the community has a tax rate of \$10, the exemption for the year is \$500.

E. OPTIONAL ADDITIONAL EXEMPTIONS

Recipients of a Clause 41C½ exemption may receive any optional additional exemption the city or town votes for personal exemptions under G.L. 59, § 5C½. [See IGR No. 15-210, *Optional Additional Real Estate Exemption*.](#)

F. ADJUSTMENTS IN EXEMPTION AMOUNT OR ELIGIBILITY FACTORS

1. Allowable Adjustments

The community may make any or all of the adjustments explained in this section.

a. Minimum Age

The eligibility age may be reduced from 70 to 65. If this adjustment is voted, any applicant who has reached the age of 65 as of the applicable July 1 qualification date would be eligible for a Clause 41C½ exemption.

b. Exemption Amount

The amount of the exemption granted to eligible applicants may be increased to up to 20 percent of the average assessed valuation of residential properties.

c. **Durational Residency**

The number of consecutive years the applicant must have been domiciled in Massachusetts may be reduced from 10 to five years.

d. **Gross Receipts Income Limit**

The gross receipts limit may be adjusted to apply to the combined income of the applicant and members of the applicant's household rather than just the applicant's income. If this adjustment is voted, the combined gross receipts of the applicant and all other household members, whether or not the members are co-owners of the domicile, for the prior calendar year cannot exceed the following income limits established to qualify for the "circuit breaker" state income tax credit for that year:

- (1) The limit for a single person not the head of a household if the household contains the applicant.
- (2) The limit for a married couple if the household contains the applicant and applicant's spouse.
- (3) The limit for a head of a household if the household contains the applicant and a person other than the applicant's spouse.

EXAMPLE

The applicant and the applicant's spouse live in the applicant's domicile. A married couple must have income of \$86,000 or less during state tax year 2016 to qualify for the "circuit breaker" income tax credit for that year. Therefore, in order for the applicant to qualify for a Clause 41C½ exemption in fiscal year 2018, which begins on July 1, 2017, the combined gross receipts of the married couple during 2016 cannot be over \$86,000.

The applicant and the applicant's sister live in the applicant's domicile. A head of a household must have income of \$71,000 or less during state tax year 2016 to qualify for the "circuit breaker" income tax credit for that year. Therefore, in order for the applicant to qualify for a Clause 41C½ exemption in fiscal year 2018, which begins on July 1, 2017, the combined gross receipts of the applicant and her sister during calendar 2016 cannot be over \$71,000.

2. **Adjustments Procedure**

a. **Adjustments**

An adjustment to an eligibility factor or the exemption amount is made by vote of the legislative body subject to local charter, *i.e.*, town meeting, town/city council with the approval of the mayor if required by charter. (See attached "Sample Votes for Clause 41C½ Exemption Options").

b. Effective Date

The vote should explicitly state the fiscal year in which the adjusted eligibility factor or exemption amount will first apply and must take place before the tax rate is set for that year.

c. Revision

The adjusted eligibility factor or exemption amount established in this manner will apply unless a new vote is taken establishing a different factor or amount.

3. Notification of Adjustment

The city or town clerk must notify the Municipal Databank/Local Aid Unit if an adjustment to an eligibility factor is voted. (See "[Clause 41C ½ Options](#)" form). The notification should be made as soon as possible after the vote.

G. ACCOUNTING

All exemptions granted are charged to the overlay. Assessors in communities that vote to accept Clause 41C½ or use any of its optional adjustments are advised to review the adequacy of their overlay accounts before setting the tax rate. See IGR [16-104, Overlay and Overlay Surplus](#).

H. STATE REIMBURSEMENT

Subject to appropriation, cities and towns that accept Clause 41C½ will be reimbursed at the rate of the actual exemption amount or \$500, whichever is less, for each exemption granted, but the number of exemptions reimbursed cannot exceed the number of exemptions granted the last year Clause 41 was used. Therefore, any community that accepts Clause 41C½ will be reimbursed for any additional exemptions granted only to the extent that the total number of exemptions granted does not exceed that Clause 41 cap. The community will not receive any additional state reimbursement if acceptance of Clause 41C½ or use of any optional adjustments results in exemption amounts over \$500, or the number of exemptions granted exceeds the Clause 41 cap.

SAMPLE VOTES FOR CLAUSE 41C½ EXEMPTION OPTIONS

ELIGIBILITY ADJUSTMENTS BY LEGISLATIVE BODY, SUBJECT TO CHARTER

ARTICLE.

To see if the city/town will vote to adjust (the exemption amount and eligibility factors) for the property tax exemption for senior citizens under Massachusetts General Laws Chapter 59, Section 5, Clause 41C½, to be effective for exemptions granted for any fiscal year beginning on or after July 1, _____, or take any other action relative thereto.

MOTION. I move that the city/town vote to adjust the (exemption amount and eligibility factors) for the property tax exemption for senior citizens under Massachusetts General Laws Chapter 59, Section 5, Clause 41C½, to be effective for exemptions granted for any fiscal year beginning on or after July 1, _____, as follows:

INSERT OPTIONS BEING CHOSEN, for example:

1. By reducing the age of eligibility to age 65 (from 70).
2. By increasing the exemption percentage to (may be any percentage up to 20) (from 5%).
3. By reducing the number of consecutive years an applicant must have been domiciled in Massachusetts before qualifying for exemption to 5 years (from 10 years).
4. By increasing the gross receipts limit to: (1) in a household containing the applicant and his or her spouse, the combined gross receipts of the couple using the total income limit for a married couple filing a joint return under the state circuit breaker income tax credit, and (2) in a household containing the applicant and a person other than the applicant's spouse, to the combined gross receipts of all household members using the total income limit for a head of a household under the state circuit breaker income tax credit.

FEATURES OF CLAUSE 41C½ SENIOR EXEMPTION

| | |
|--------------------------------------|--|
| ELIGIBLE AGE | <p>70 as of July 1 (Same as Clauses 41, 41B and 41C)</p> <p><u>Allowable Adjustment</u> 65 (Same as allowed under Clause 41C)</p> |
| OWNERSHIP | <p>Own the property on July 1 (Same as Clauses 41, 41B and 41C)</p> <p>Owned and occupied the property, or any other MA property, as domicile for any 5 years (Same as Clauses 41B and 41C)</p> |
| DOMICILE | <p>Occupy the property as domicile on July 1 (Same as Clauses 41, 41B and 41C)</p> <p>Domiciled in MA for 10 consecutive years before application date (Same as Clauses 41B and 41C)</p> <p><u>Allowable Adjustment</u> Domiciled in MA for 5 consecutive years before application date</p> |
| GROSS RECEIPTS LIMIT | <p>Same as the income limit that applies for a single person who is not the head of a household to qualify for the “circuit breaker” state income tax credit for the prior calendar year (Different from Clauses 41, 41B and 41C)</p> <p>No social security deduction from gross receipts (Different from Clauses 41, 41B and 41C)</p> <p><u>Allowable Adjustment</u> Adjust income limits to apply to combined household income: (1) in household with applicant and spouse, to limit for married couple, and (2) in household with applicant and person other than spouse, to limit for head of household, under the state circuit breaker income tax credit</p> |
| WHOLE ESTATE LIMIT | None (Different from Clauses 41, 41B than 41C) |
| EXEMPTION AMOUNT | <p>5% of average assessed residential valuation (Different from Clauses 41, 41B than 41C)</p> <p><u>Allowable Adjustment</u> Up to 20% of average assessed residential valuation</p> |
| OPTIONAL ADDITIONAL EXEMPTION | Applicable (Same as Clauses 41, 41B and 41C) |
| APPLICATION DEADLINE | April 1, or three months after the actual tax bills are mailed, whichever is later. (Same as Clauses 41, 41B and 41C) |
| STATE REIMBURSEMENT | Exemption granted up to \$500 per exemption, with number of exemptions reimbursed in any year capped at number of exemptions granted in the last year Clause 41 used (Same cap on total number and per exemption amount as Clauses 41, 41B and 41C) |

COMPARISON OF FINANCIAL MEANS TESTS FOR SENIOR EXEMPTIONS - CLAUSES 41, 41B, 41C, 41C½

| | Clause 41 | Local Option Clause 41B | Local Option Clause 41C | Local Option Clause 41C1/2 | | | | | | | | | | | | |
|---|---|--|---|---|-----------------|------------------|------------------|------------------|---------------------------------|-----------------|-----------------|------------------|------------------|--|---|----------|
| Gross Receipts Limit <u>Deductions:</u> (1) <u>Applicant</u> – Minimum Social Security/ Retirement Allowance (set by DOR annually) ¹ (2) <u>Applicant & Co-owner not Spouse</u> - Business expenses or losses (<i>i.e.</i> , only net profits/rental income included) If applicant/non-spousal co-owner is married, combined income of applicant and spouse/co-owner and spouse cannot exceed married limit ² | <u>Applicant & Each Co-owner not Spouse</u> \$6,000 Single \$7,000 Married | <u>Applicant & Each Co-owner not Spouse</u> \$10,000 Single \$12,000 Married | <u>Applicant & Each Co-owner not Spouse</u> \$13,000 Single \$15,000 Married <u>Allowable adjustment</u> <u>Applicant Only</u> Up to \$20,000 Single Up to \$30,000 Married | <u>Applicant</u> Income limit under “circuit breaker” state income tax credit for single person who is not head of household (does not include gross receipts of spouse or co-owners) <u>Allowable adjustment</u> <u>Applicant & Other Household Members</u> Combined gross receipts of household members cannot exceed limit under “circuit breaker” state income tax credit for (1) married couple if household is couple, and (2) head of household if household is applicant and person other than applicant’s spouse | | | | | | | | | | | | |
| Whole Estate Limit³ <u>Deductions:</u> <u>Applicant & Co-owner not Spouse</u> - Registered vehicles, cemetery plots, household furniture/effects at domicile and clothing If applicant/non-spousal co-owner is married, combined assets of applicant and spouse/co-owner and spouse cannot exceed married limit | <u>Option 1 - Applicant Deducts Own Home (Except Any Income Producing Portion) & Each Co-owner not Spouse Includes own Home</u> <table><tr><td><u>Applicant</u></td><td><u>Each Co-owner not Spouse</u></td></tr><tr><td>\$17,000 Single</td><td>\$12,000 Single</td></tr><tr><td>\$20,000 Married</td><td>\$15,000 Married</td></tr></table> <u>Option 2 - Applicant & Co-owner not Spouse Each Includes own Home</u> <table><tr><td><u>Applicant</u></td><td><u>Each Co-owner not Spouse</u></td></tr><tr><td>\$40,000 Single</td><td>\$12,000 Single</td></tr><tr><td>\$45,000 Married</td><td>\$15,000 Married</td></tr></table> | <u>Applicant</u> | <u>Each Co-owner not Spouse</u> | \$17,000 Single | \$12,000 Single | \$20,000 Married | \$15,000 Married | <u>Applicant</u> | <u>Each Co-owner not Spouse</u> | \$40,000 Single | \$12,000 Single | \$45,000 Married | \$15,000 Married | <u>Applicant & Co-owner not Spouse Each Deducts Own Home (Except Income Producing Portion)</u> <u>Applicant & Each Co-owner not Spouse</u> \$20,000 Single \$23,000 Married | <u>Applicant & Each Co-owner not Spouse Each Deducts Own Home (Up to 3 Family)</u> <u>Applicant & Each Co-owner not Spouse</u> \$28,000 Single \$30,000 Married <u>Allowable adjustment</u> <u>Applicant Deducts Home (Up to 4 Family)</u> <u>Applicant Only</u> \$40,000 Single \$55,000 Married | No Limit |
| <u>Applicant</u> | <u>Each Co-owner not Spouse</u> | | | | | | | | | | | | | | | |
| \$17,000 Single | \$12,000 Single | | | | | | | | | | | | | | | |
| \$20,000 Married | \$15,000 Married | | | | | | | | | | | | | | | |
| <u>Applicant</u> | <u>Each Co-owner not Spouse</u> | | | | | | | | | | | | | | | |
| \$40,000 Single | \$12,000 Single | | | | | | | | | | | | | | | |
| \$45,000 Married | \$15,000 Married | | | | | | | | | | | | | | | |
| Annual Inflation Adjustments (COLA) | Social security/retirement deduction automatically increased annually as determined by DOR Clause 41, 41B and 41C gross receipts and whole estate limits automatically increased annually by COLA determined by DOR if legislative body has voted to accept G.L. c. 59, § 5(41D) Clause 41C½ gross receipts limits automatically increased annually by COLA determined by DOR for “circuit breaker” state income tax credit under G.L. c. 62, § 6(k)(3) | | | | | | | | | | | | | | | |

¹ Does not apply to Clause 41C½.

² Does not apply to Clause 41C½.

³ Does not apply to Clause 41C½.

BOARD OF SELECTMEN MEETING

February 21, 2019

NEW BUSINESS

E.

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

(5 Minutes)

- Draft Motion
- Proposed Accela Master Services Agreement

BOARD OF SELECTMEN MEETING

February 21, 2019

DRAFT MOTION

**Accela Master Services Agreement
Shared Inspectional Services Agreement**

- Vote: I move to approve and execute the Accela Master Services Agreement as presented for the Shared Inspectional services E-Permitting platform.

Seconded / Discussion/ Vote

ACCELA MASTER SERVICES AGREEMENT – SOFTWARE AS A SERVICE

This Accela Master Services Agreement (this “**Agreement**”) is entered into as of the date of last signature (the “**Effective Date**”) by and between Accela, Inc. and Customer identified on the Order (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**.” Specific services terms, product details, and any applicable license and/or subscription terms will be set forth in applicable Order Form(s) and Statements of Works (“**SOW**”), which shall become binding on the Parties and subject to this Agreement.

Purchase or use of the Subscription Service (defined below) is subject to this Agreement. If Customer is entering into this Agreement on behalf of a company, organization or another legal entity (an “**Entity**”), Customer is agreeing to this Agreement for that Entity and representing to Accela that it has the authority to bind such Entity to this Agreement.

1. DEFINITIONS

1.1 “**Account**” means a unique account established by Customer to enable its Authorized Users to access and use the Subscription Services.

1.2 “**Authorized User**” means one individual natural person, authorized by Customer to use the Subscription Service and for whom Customer has purchased a subscription to the Subscription Service. Authorized Users may include but are not limited to Customer’s employees, contractors and agents. Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Subscription Service.

1.3 “**Customer Data**” means any and all content, eDocuments, materials, data and information that Customer, its Authorized Users, or other end users enter into the Subscription Services including but not limited to, personal information, information exchanged between Customer and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts. Customer Data does not include any component of the Subscription Services or material provided by or on behalf of Accela.

1.4 “**Customer**” means the entity that purchases a subscription to the Subscription Service, directly from Accela or through an authorized reseller, distributor, or other channel partner of Accela.

1.5 “**Intellectual Property Rights**” means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.6 “**Optional Subscription Services**” mean the optional add-ons to the Subscription Service that may be available for purchase either directly from Accela or through an authorized reseller or partner of Accela, as more particularly described or identified in the applicable Order Form.

1.7 “**Order Form**” means written orders provided by Accela that sets forth the pricing and options of the Subscription Services (or, where applicable, to purchase Optional Subscription Services).

1.8 “**Subscription Service(s) or Service**” means the cloud-based network security service(s) for which Customer has obtained a subscription either directly from Accela or through an authorized reseller or other partner of Accela, as more particularly described in the applicable agreement or order under which such subscription was obtained. Unless otherwise specified herein or other applicable contractual terms, all references to “**Subscription Service(s)**” will be deemed to include any and all Optional Subscription Services.

1.9 “**Software**” means any software (including client software for Authorized Users’ devices) that Accela makes available for download or otherwise provides for use with the Subscription Service.

1.10 “**Specifications**” means the online specifications for the Subscription Service, as made available by Accela at <https://accela.box.com/SoftwareSpecs> (which URL location and content may be updated from time to time by Accela).

1.11 “**Subscription Period(s)**” means the duration of Customers and Authorized User’s active, paid access to the Subscription Service, as designated in the Order Form(s).

1.12 “**Supported Modification**” means a configuration of or modification to the Subscription Service requested by Customer that can be consistently supported by Accela, does not require direct database changes and is capable of being tested and maintained by Accela.

2. **USAGE AND ACCESS RIGHTS**

2.1. Right to Access. Accela hereby grants to Customer a limited, non-exclusive, non-transferrable right to (a) access and use the Services and (b) implement, configure and permit its Authorized Users to access and use the Services during the Subscription Period, solely for its and its affiliates’ internal business purposes, and in accordance with the Specifications. Customer may purchase the Services by submitting Order Forms. No Order Form will be deemed accepted by Accela unless and until Accela accepts such Order Form in writing. Upon Order Form acceptance and subject to Customer’s payment of the corresponding Services fees, Accela will make the Services available to Customer. Any terms and conditions contained in any quote, invoice, purchase Order Form or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by Accela with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, it will become part of this Agreement. Customer will ensure that all its Authorized Users using the Subscription Services under its Account comply with all of Customer’s obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

2.2. Restrictions on Use. Customer shall not, and shall not permit others to, do the following with respect to the Subscription Services:

- 2.2.1. make the Subscription Service available to anyone other than Authorized Users;
- 2.2.2. use the Subscription Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer’s authorized use or usage metrics as set forth in this Agreement, including the applicable Order Form;
- 2.2.3. license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided in this Agreement or the express permission of Accela;
- 2.2.4. use the Subscription Service in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

- 2.2.5. access or use the Subscription Services for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Services or allow access by a direct competitor of Subscription Services;
- 2.2.6. obtain intellectual property rights to the use of any component of the Subscription Services (inclusive of APIs);
- 2.2.7. Create derivative works based on the Subscription Service;
- 2.2.8. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services or technologies, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business purposes in accordance with Accela's applicable documentation;
- 2.2.9. interfere with or disrupt the integrity, operation, or performance of the Subscription Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of the Subscription Services or any host, network, or account related thereto or use any aspect of the Subscription Service components other than those specifically identified in an Order Form, even if technically possible. Accela assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Subscription Services.
- 2.2.10. Use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3)

2.3 Data Usage and Storage. The Subscription Service is provided with a limit of two point five tera bites (2.5TB) of data storage for all cloud environments. Additional storage can be purchased from Accela by Customer in blocks of five hundred gigabytes (500GB), with a price of one thousand dollars (\$1,000) per year. If the Subscription Service is nearing its expiration date or is otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's Data Storage Policy can be accessed <https://accela.box.com/v/DataStoragePolicy> (which URL location and content may be updated from time to time by Accela).

2.4 Accela's Responsibilities. Accela will: (i) make the Subscription Services available to Customer pursuant to this Agreement and any applicable Order Forms; (ii) provide to Customer support related to the Subscription Service in accordance with the Accela Support Terms accessible at <https://accela.box.com/SaaSsupportPolicy> (which URL location and content may be updated from time to time by Accela); and (iii) provide the Subscription Service only in accordance with applicable laws and government regulations.

2.5 Customer's Responsibilities. Customer will (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service under its account, and notify Accela promptly of any such unauthorized access or use, and (v) use the Subscription Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Accela to Customer.

3. PAYMENT TERMS.

3.1. Invoicing and Payment. Accela will invoice Customer in advance for the Subscription Service. Subscription Service fees are due upon invoice and payable within thirty (30) days of the invoice date. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional Authorized User quantities part-way through an existing Subscription Period, and

the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be pro-rated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Subscription Service fees will be subject to an automatic annual increase by not more than five percent (5%) of the prior year's Subscription Service fees ("Uplift"). Customer is responsible for keeping Accela accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Upon execution by Customer and Accela, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement.

3.2. Overdue Charges. If any fees owed are not received from Customer by the due date, then without limiting Accela's rights or remedies, those charges will accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

3.3. No Requirement for Purchase Order. Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Accela has the right to issue an invoice and collect payment without a corresponding purchase order. Provided, however, that if a Customer's procurement procedure requires a purchase order number on a pertinent Order or SOW, the purchase order is required to be provided to Accela. If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order or SOW, and Accela hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer.

3.4. Suspension of Service and Acceleration. If any amount owing by Customer under this Agreement for any of the Subscription Services is thirty (30) or more days overdue, Accela may, without limiting Accela's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order Form or SOW) so that all such obligations become immediately due and payable and suspend any use of the Subscription Service until such amounts are paid in full. Moreover, if any amount owing by Customer under this Agreement for any Subscription Services is ninety (90) days delinquent, Accela may, in its sole discretion, temporarily cease providing Customer Subscription Services and/or any pertinent support until past due amounts are paid in full.

3.5. Taxes. Subscription Service fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Accela with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Accela is solely responsible for taxes assessable against it based on Accela's income, property and employees.

4. **CONFIDENTIALITY**

4.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any

obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including Accela's Privacy Policy, accessible at <https://accela.box.com/v/PrivacyPolicyv1>, which URL and its content may be updated from time to time by Accela), (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are legally bound to protect such Confidential Information consistent with this Agreement.

4.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

5. OWNERSHIP

5.1. Subscription Services. Subject to the limited rights expressly granted hereunder, Accela reserves all rights, title and interest in and to the Subscription Service, derivative works thereof, and any associated Software and documentation, including all related Intellectual Property Rights.

5.2. Customer Data. Customer reserves all its rights, title and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except that Accela may (i) store, copy, process, and transmit such Customer Data for purposes of providing the Subscription Service to Customer and (ii) otherwise utilize Customer Data if and as permitted by the Accela Privacy Policy.

5.3. Feedback. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Service (or Accela's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Service.

6. WARRANTIES AND DISCLAIMERS

6.1. Specifications. Subject to the limitations set forth below, Accela warrants that, during the Subscription Period, the Subscription Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to modify the Subscription Service so that it conforms to foregoing warranty.

6.2. Subscription Service Level Commitment. During the Subscription Period, Accela further warrants that the Subscription Service will meet the performance level specified in Exhibit A below. The Subscription Service Level Commitment sets forth Customer's sole and exclusive remedy for Accela's failure to achieve the stated Subscription Service performance level.

6.3. Mutual Warranties. Each party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the

terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

6.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ACCELA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Accela will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or a third party's applications, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Accela or Accela's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the SLC Exclusions (as defined in the Subscription Service Level Commitment)

6.5. Marijuana-Related Business. Accela is considered a software service provider to its customers and not a marijuana-related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Service fees in accordance with Section 4 (Payment Terms) of this Agreement from its Customer, a state or local government agency, and does not retain these fees from any type of end user, including applicants.

6.5.1. It is the sole responsibility of the Customer or end user to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Service.

6.5.2. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

6.5.3. Customer expressly acknowledges and assumes full responsibility for cooperating with the laws of the state or country of its residency.

7. MUTUAL INDEMNIFICATION

7.1. Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Accela, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any Authorized User's use of the Subscription Service (other than any claim for which Accela is responsible under Section 8.2) in violation of this Agreement, applicable law, or the Specifications or (ii) the nature and content of all Customer Data processed by Subscription Services.

7.2. Indemnification by Accela. Accela will defend (or at Accela's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Service, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Accela will have no liability under this Section 8.2 to the extent that any third-party claims described herein are based on (i) any combination of the Subscription Service with products, services, methods, or other elements not furnished by Accela; (ii) any use of the Subscription Service in a manner that violates this Agreement or the instructions given to Customer by Accela; (iii) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (iv) Customer's breach of this Agreement; and/or Customer's revisions of Subscription Services made without Accela's written consent. THIS SECTION 8.2 STATES

THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE.

7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section 8, the indemnified party must: (a) provide the indemnifying party prompt written notice of such claim; (b) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (c) give sole authority to the indemnifying party to defend or settle such claim.

7.4. Mitigation Measures. In the event that (i) any claim or potential claim covered by Section 8.2 arises or (ii) Accela's right to provide the Subscription Service is enjoined or in Accela's reasonable opinion is likely to be enjoined, Accela may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Subscription Service, by replacing or modifying the Subscription Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Subscription Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 8.4, Accela will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

8. **LIMITATIONS OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) EITHER PARTY'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT.

Exclusion of Damages. EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) EITHER PARTY'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

8.1. Security and Other Risks. Customer acknowledges that, notwithstanding security features of the Subscription Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 7, Accela will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Subscription Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

9. SECURITY AND PERSONAL DATA

9.1. Security. Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Accela holds SSAE 16 /18 SOC 2, and PCI-DSS certifications and leverages certified service providers who are vetted against industry standards such as ISO 27001 and SSAE 16 / 18 SOC 2 in the provision of the service.

9.2. Customer Data. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer is responsible for updating all Customer Data. In addition, Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. If Customer loses Customer Data, Customer may no longer have access to the Subscription Service. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

9.3. Use of Aggregate Data. Customer agrees that Accela may collect, use, and disclose quantitative data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Subscription Services.

10. THIRD PARTY SERVICES

Customer may choose to obtain products or services that are provided or supported by third parties ("Third Party Services") for use with the Subscription Services. Third-Party Services are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor or provider of the Third-Party Services and Customer, and Accela assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Service. Further, Accela will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or Third-Party Services; (iii) abuse, willful misconduct or negligence by anyone other than Accela or Accela's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the exclusions indicated in Exhibit A.

11. SUBSCRIPTION PERIOD AND TERMINATION

11.1. Term of Authorized User Subscriptions. Authorized User Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein (the "**Subscription Period**"). A Subscription Period and/or pricing thereon may be subject to prorating where Accela deems it appropriate to cause newly purchased Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order Form, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be

subject to annual pricing increase as designated by Accela and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Subscription Service will terminate at the end of the relevant Subscription Period.

11.2. Termination or Suspension for Cause. A party may terminate any Subscription Service for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, Accela may, at its sole option, suspend or terminate Customer's or any Authorized User's access to the Subscription Service, or any portion thereof, immediately if Accela, in its sole discretion: (i) if suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data (ii) suspects that Customer or an Authorized User is using the Subscription Service in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.

11.3. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) Within thirty (30) calendar days following the end of Customer's final Subscription Period, Customer may request in writing Accela to provide a copy of Customer's data and associated documents in a database dump file format. Accela will comply in a timely manner with such request; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; (b) pays any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and the sections set forth in Section 11.4 of this Agreement.

11.4. Survival. Sections 5 (Confidentiality), 6 (Ownership and Proprietary Rights), 7.4 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 11.3 (Effect of Termination), 11.4 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. GENERAL

12.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1).

12.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Subscription Service or this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Subscription Service in violation of any U.S. export embargo, prohibition or restriction. Further, in connections with the services performed under this Agreement and Customer's use of the

Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

12.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

12.7. Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Publicity. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Subscription Service use, Accela may use Customer's name, trademarks, and logos (collectively, "Customer's Marks") on Accela's website and marketing materials to identify Customer as Accela's customer, and for providing the Subscription Service to Customer; provided that, Accela will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

12.9. Force Majeure. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela.

12.10. Entire Agreement. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null.

IN WITNESS WHEREOF, the parties hereto have executed this MSA as of the dates listed below.

ACCELA

By: _____
(Signature)

(Print Name)

Its: _____
(Title)

Dated: _____
(Month, Day, Year)

CUSTOMER

By: _____
(Signature)

(Print Name)

Its: _____
(Title)

Dated: _____
(Month, Day, Year)

EXHIBIT A
AVAILABILITY AND SECURITY

Service Availability:

Accela will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
 1. Customer's use of any programs not supplied by Accela;
 2. Customer's failure to provide Accela with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
 3. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
 4. Any mis-configuration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
 5. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability.
- e. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Customer combining or merging the Subscription Services with any hardware or software not supplied by Accela or not identified by Accela in the Specifications as being compatible with the Subscription Services.
- g. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.

h. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Accela will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by Customer for the next calendar month of the Subscription Period or, if Customer does not owe any additional fees, then Accela will pay Customer the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to Customer at law, in equity or under this Agreement.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

Notes:

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.
(2) Specifically excluded from "n" and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

| Service Availability | Percentage of Monthly Service Fees Credited |
|----------------------|---|
| >99.5% | 0% |
| 95.0% - < 99.5% | 5% (max of \$280) |
| 90.0% - < 95.0% | 10% (max of \$560) |
| 80.0% - < 90.0% | 20% (max \$840) |
| 70.0% - < 80.0% | 30% (max of \$1,120) |
| 60.0% - < 70.0% | 40% (max of \$1,400) |
| < 50% | 50% (max of \$2,800) |

Customer Account Login:

For Accela user interface access, Accela uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Accela will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Hosting:

Accela's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest Tier III data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Accela's data center provider is and will remain SSAE 16/ 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure. Accela also provides an off-site backup service, which is available at an additional cost. Security Patching and updates are actively evaluated by engineers and will be deployed based upon the security risks

and stability benefits they offer to Accela's SaaS platform and Customers. Accela will attempt to provide customers reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to customer data.



2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Proposed by: Dennis Kane
Contact Phone: (857) 504-6052
Contact Email: dkane@accela.com
Quote ID: Q-07133
Valid Through: 02/29/2019
Currency: USD

ORDER FORM

Address Information

Bill To:
Town of Wenham, MA
138 Main Street
Wenham, Massachusetts, 01984
United States

Ship To:
Town of Wenham, MA
138 Main Street
Wenham, Massachusetts, 01984
United States

Billing Contact: Chris Holak
Billing Phone: (978) 468-5520 Ext.7
Billing Email Address:

Services

| Services | Start Date | End Date | Order Term (months) | Unit Price | Quantity | Total Price |
|-----------------|------------|------------|---------------------|------------|----------|-------------|
| Accela Building | 0/01/2019 | 12/31/2019 | 12 | \$2,250.00 | 8.00 | \$18,000.00 |
| Total | | | | | | \$18,000.00 |

| Services Year 2 | Start Date | End Date | Order Term (months) | Unit Price | Quantity | Total Price |
|-----------------|------------|------------|---------------------|------------|----------|-------------|
| Accela Building | 01/01/2020 | 12/31/2020 | 12 | \$2,362.50 | 8.00 | \$18,900.00 |
| Total | | | | | | \$18,900.00 |

| Services Year 3 | Start Date | End Date | Order Term (months) | Unit Price | Quantity | Total Price |
|-----------------|------------|------------|---------------------|------------|----------|-------------|
| Accela Building | 01/01/2021 | 12/31/2021 | 12 | \$2,480.63 | 8.00 | \$19,845.00 |
| Total | | | | | | \$19,845.00 |

Annual Pricing Summary

| Fees | Total Price |
|--------|-------------|
| Year 1 | \$18,000.00 |
| Year 2 | \$18,900.00 |
| Year 3 | \$19,845.00 |
| Total | \$56,745.00 |

Additional Terms

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.
2. This Order Form is governed by the applicable Accela terms found at <https://accela.box.com/v/AccelaTerms>, unless Customer has an effective master agreement executed by Accela for such services as referenced in this Order Form, in which case such master agreement will govern.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If this Order Form is executed and/or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

ACCELA

By: _____

(Signature)

(Print Name)

Its: _____

(Title)

Dated: _____

(Month, Day, Year)

CUSTOMER

By: _____

(Signature)

(Print Name)

Its: _____

(Title)

Dated: _____

(Month, Day, Year)

BOARD OF SELECTMEN MEETING

February 21, 2019

NEW BUSINESS

F.

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

BOARD OF SELECTMEN MEETING

February 21, 2019

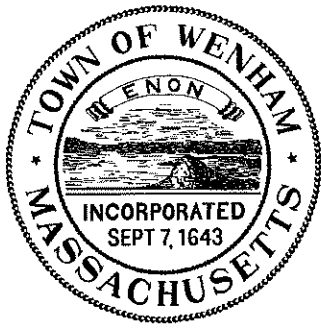
OLD BUSINESS

G.

Update on Town Administrator Search Process

(10 Minutes)

- Memo regarding Interim Town Administrator Candidates from Peter Lombardi, Town Administrator, February 20, 2019



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

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

MEMORANDUM

TO: Board of Selectmen
FROM: Peter Lombardi, Town Administrator
RE: Update on Town Administrator Search Process
DATE: February 20, 2019

Reaching out to various contacts in the profession, the following three candidates are proposed for the Board's consideration for the interim Town Administrator position. All are long-time, professional managers with extensive experience who would be able to assist the Town during this transition period.

- **John McGinn** is the recently retired Marblehead Town Administrator. John was Marblehead's Finance Director for a decade and previously worked in several other communities, including Somerville, in various finance leadership positions.
- **David Cressman** is the recently retired Dartmouth Town Administrator where he worked for the past 9 years. Prior to that, he was the long-time (20+ years) manager in Tewksbury. Most recently, he served in an interim capacity for about 6 months in Winthrop while they went through the hiring process for a new manager.
- **John Petrin** is the retiring Burlington Town Administrator where he has been for the past 7 years. Prior to that, he was a manager in Ashland, Harvard, and Pepperell. Upon his retirement next week, John plans to join Community Paradigm Associates as a consultant but he would not be involved in the Town Administrator search process here if the Town selected that firm to execute that process.

My understanding is that all three of these candidates have good availability during the time period they would be needed to work in Wenham, from mid-April through the middle/end of summer. It is important to note that John McGinn will be out of town from March 11 through April 17 and John Petrin will be out of town from April 5 through April 22, so if the Board elects to hire either of those individuals, we will have to make arrangements with them to work with me well in advance of my last day in the office of April 12 to ensure the best possible transition. Generally speaking, interim managers are expected to work 25-35 hours/week, including attendance at all necessary meetings. Market rate compensation for this work is \$75-85/hour.

These three candidates plan to participate in interviews with the Board at your meeting next Monday, February 25 starting at 7:30PM. The Board could then select your preferred candidate at your Tuesday February 26 meeting and potentially have that individual under contract by the first week of March.

I am in the process of finalizing a Request for Qualifications for executive recruitment firms and plan to have proposals from several consultants in the next couple weeks, with a goal to bring these firms in to interview with the Board at your March 19 meeting. The Board could discuss the potential composition and charge of the Town Administrator Screening Committee that same night.

BOARD OF SELECTMEN MEETING

February 21, 2019

OLD BUSINESS

H.

Maple Woods

Senior Affordable Housing Project Update

(10 Minutes)

- FY20 CPA Appropriations: Anticipated Motions/CPC Recommendations
- CPA Fund Balances FY2020 Planning Document

ARTICLE **:

CPA Appropriations

To see if the Town will vote to: hear and act on the report of the Community Preservation Committee (“CPC”) for FY2020; increase the amounts set aside in FY2019 to reflect higher than forecasted FY2019 Community Preservation Fund (“CPF”) revenues; appropriate from the CPF FY2020 estimated annual revenues a sum of money to meet the necessary and proper expenses of the Community Preservation Committee for FY2020; and, further, to expend or set aside, whether from CPF FY2020 estimated annual revenues or otherwise, as recommended by the CPC, sums of money for: acquisition, creation and preservation of open space; acquisition, creation, preservation, rehabilitation, and restoration of land for recreational use; acquisition, preservation, rehabilitation, and restoration of historic resources; acquisition, creation, preservation and support of community housing; and for the rehabilitation and restoration of open space or community housing acquired under the Community Preservation Act (“CPA”). Or take any other action relative thereto.

Anticipated motions/CPC recommendations:

- 1) Move that the Town vote to transfer from the Community Preservation Fund FY 2019 estimated annual revenues the additional sum of \$ **21,867.30**, for the purpose of reserving a minimum of 10% of the Community Preservation Fund FY2019 estimated annual revenue for each of the three purposes of the CPA, as follows:

| | |
|-------------|---------------------------------|
| \$ 7,289.10 | Historic Resources Reserve |
| \$ 7,289.10 | Open Space & Recreation Reserve |
| \$ 7,289.10 | Community Housing Reserve |

- 2) Move that the Town vote to transfer from the Community Preservation Fund FY2020 estimated annual revenue the total sum of \$ **119,490**, for the purpose of reserving a minimum of 10% of the FY2020 estimated annual revenue for each of the three purposes of the CPA, and to make annual transfers to the Budgetary Reserve (\$ **271,310**) and to the CPC Administrative Account (\$ **7,500**) for the necessary and proper expenses of the CPC for FY 2020, as follows:

| | |
|-----------|---------------------------------|
| \$ 39,830 | Historic Resources Reserve |
| \$ 39,830 | Open Space & Recreation Reserve |
| \$ 39,830 | Community Housing Reserve |
| \$271,310 | Budgetary Reserves |
| \$7,500 | Administrative |

3.) Move that the sum of \$ 750,000 be transferred from the Community Preservation Fund, of which the sum of \$ 182,052 shall come from the Community Preservation FUND BALANCE, and the sum of \$373,119 shall come from the COMMUNITY HOUSING RESERVE, and the sum of \$ 194,829 shall come from the CPA BUDGETARY RESERVES, as a grant to Harborlight Community Partners, Inc., for the acquisition and/or creation of forty-five (45) units of housing for seniors (over the age of 62) earning no more than 80% of the area median income including the Town of Wenham, for the project known as “**Maple Woods Senior Affordable Housing**,” located at 62 Maple Street, Wenham, Massachusetts, and described in detail in the application filed with the CPC on January 23, 2019 (the “Project”), and to authorize the Board of Selectmen to enter into a grant agreement with Harborlight Community Partners, Inc., setting forth the terms and conditions of the grant, including a requirement that the Town be provided with an affordable housing deed restriction or restrictions in such property, in perpetuity, and to authorize the Board of Selectmen to accept such restriction(s), execute any documents and other agreements, and take all other action necessary to effectuate this vote; provided, however, that the Board of Selectmen shall not expend the funds appropriated hereunder unless the following conditions are met:

- i) A final ruling, settlement, and/or dismissal by the court is reached with respect to the matter of [insert name of litigation, including case number], the pending litigation regarding the appeal of the Maple Woods comprehensive permit issued by the Wenham Zoning Board of Appeals;
- ii) The Zoning Board of Appeals issues a new comprehensive permit for the Project, which permit is not appealed;
- iii) The Project receives all other necessary permits and Town Department approvals;
- iv) The Project to be undertaken is consistent with the Binding Term Sheet dated January 7, 2018¹ [sic], on file with the Town Clerk, rather than the development already permitted by Maple Woods LLC several years ago;
- v) The Board of Selectmen or its designee has verified that all of the aforementioned conditions are met.

4.) Move that the total sum of \$126,100 be transferred from the Community Preservation Fund, of which the sum of \$99,619 shall come from the HISTORIC RESOURCES RESERVE and the sum of \$26,481 shall come from the CPA BUDGETARY RESERVES, for FY2020 debt service on the borrowing for the rehabilitation of the historic **Town Hall**.

5.) The sum of \$ 60,000 from the Community Preservation FUND BALANCE as a grant to **Habitat for Humanity North Shore, Inc.** for the creation of two (2) affordable housing units developed through the use of a comprehensive permit (“friendly 40B process”) for one 2-bedroom unit and one 3-bedroom unit for the project entitled “40 Hull Street,” located at 40 Hull Street, Wenham, Massachusetts, as described in detail in the application filed with the CPC on January 7, 2019 (the “Project”), and to authorize the Board of Selectmen to enter into a grant agreement with the Habitat for Humanity North Shore, Inc. setting forth the terms and conditions of the grant, including a requirement that the Town be provided with an affordable housing deed restriction in such property, in perpetuity, and to authorize the Board

¹ This term sheet was received by the Community Preservation Committee as part of the application submission on January 23, 2019. It is believed that the binding term sheet was likely signed on January 7, 2019, and the reference to January 7, 2018 is, therefore, a ministerial error.

of Selectmen to accept such restriction, execute any documents or other agreements, and take all other action necessary to effectuate this vote; provided, however, that the Board of Selectmen shall not expend the funds appropriated hereunder unless the following conditions are met:

- i) The Zoning Board of Appeals issues a comprehensive permit for the Project, which permit is not appealed;
- ii) The Project receives all other necessary permits and Town Department approvals;
- iii) The Project to be undertaken is consistent with the project as described in detail in the application submitted to the Community Preservation Committee on January 7, 2019 ; and
- iv) The Board of Selectmen or its designee has verified that all of the aforementioned conditions have been met.

6.) Move that the sum of **\$50,000** be transferred from the Community Preservation FUND BALANCE as a grant to the **Community House, Inc. for the heating system** as part of the preservation and rehabilitation of the historic Community House located at 284 Bay Road, Hamilton, Massachusetts, and to authorize the Board of Selectmen to enter into a grant agreement with the Community House, Inc. upon such terms and conditions as the Board of Selectmen shall deem appropriate, including but not limited to the provision to the Town of an historic preservation restriction, in perpetuity, in such property and further that historic preservation efforts be documented to the satisfaction of the Board of Selectmen to accept an historic preservation restriction in such property, execute documents, and take all other action needed to effectuate the purposes of this vote.

7.) Move that the sum of **\$6,000** be transferred from the Community Preservation Fund OPEN SPACE AND RECREATION RESERVE for the **Open Space Trail Map** project, including all incidental and related expenses, which project is described in detail in the application submitted to the Community Preservation Committee on February 6, 2019, such sum to be expended under the direction of the Town of Wenham Open Space and Recreation Committee.

8.) Move that the sum of **\$1,200** be transferred from the Community Preservation Fund OPEN SPACE AND RECREATION RESERVE for the purpose of the purchasing and installing the so-called **Wenham Lake Cedar Street Bench**, including all incidental and related expenses, which project is described in detail in the application submitted to the Community Preservation Committee on January 7, 2019, such sum to be expended under the direction of the Town of Wenham Open Space and Recreation Committee.

CPA Fund Balances FY 2020 Planning Document

February 13 and 19, 2019

| | | | |
|------------------------------------|-----------|------------------|--------|
| CPA Surcharge 3% | \$ | 350,000 | |
| State Match - Estimate | \$ | 48,300 | 13.80% |
| Estimated Annual Revenue | \$ | 398,300 | |
| FY 20 10% Appropriations | \$ | (119,490) | |
| FY 20 Budgetary Reserve | \$ | (271,310) | |
| FY 20 Administrative appropriation | \$ | (7,500) | |
| | \$ | (398,300) | |

| | | | |
|--|-----------|----------------|---------------|
| CPA Fund Balance 7/1/18 | \$ | 974,538 | |
| FY20 10% Appropriations | \$ | (119,490) | |
| FY 20 Administrative | \$ | (7,500) | |
| FY 20 Budgetary Reserve | \$ | (271,310) | |
| Prior Year Unspent Allocations | \$ | (167,582) | |
| FY18 Budgetary Reserve Closed out to CPA Fund | \$ | 307,500 | |
| FY19 Budgetary Reserve (Available for Appropriation) | \$ | (316,524) | |
| FY 19 Admin to Close to Fund Balance | \$ | 2,500 | |
| FY 2020 Community House | \$ | (98,000) | |
| FY 2020 Habitat for Humanity | \$ | (60,000) | |
| FY 2020 Harborlight Community Partners (Maple Woods) | \$ | (182,052) | |
| Close out of Cemetery Project to Historic Fund | \$ | (13,500) | |
| | | \$ | 48,580 |

| | | | |
|--|-----------|----------------|----------------|
| Open Space / Recreation 7/1/18 | \$ | 644,582 | |
| 10% FY 2020 estimated revenue | \$ | 39,830 | |
| FY 2020 Town Wide Trail Map | \$ | (6,000) | |
| FY 2020 Wenham Lake Cedar Street Bench | \$ | (1,200) | |
| | | \$ | 677,212 |

| | | | |
|-------------------------------------|-----------|---------------|--|
| Historic Preservation 7/1/18 | \$ | 46,289 | |
|-------------------------------------|-----------|---------------|--|

| | | |
|---|----|----------|
| 10% FY 2020 estimated revenue | \$ | 39,830 |
| Transfer of Cemetery Project close out to Historic Fund | \$ | 13,500 |
| FY 2020 Town Hall Debt | \$ | (99,619) |

-

| | | |
|--|-----------|----------------|
| Community Housing 7/1/18 | \$ | 333,289 |
| 10% FY 2020 estimated revenue | \$ | 39,830 |
| FY 2020 Harborlight Community Partners (Maple Woods) | \$ | (373,119) |

\$

-

Budgetary Reserve

| | | |
|--|----|-----------|
| FY 20 apportionment | \$ | 271,310 |
| FY 2020 Town Hall Debt | \$ | (26,481) |
| FY 2020 Harborlight Community Partners (Maple Woods) | \$ | (194,829) |

50,000

| | | |
|-----------------------|-----------|----------------|
| TOTAL RESERVES | \$ | 775,792 |
|-----------------------|-----------|----------------|

FY 2020 Projects submitted to date with applicant funding requests

| | | | |
|--|-------------|-----------|---------------------|
| Community House | Historic | \$ | 98,000.00 |
| Habitat for Humanity | Housing | \$ | 60,000.00 |
| Harborlight Community Partners (Maple Woods) | Housing | \$ | 750,000.00 |
| Town Hall Debt | Historic | \$ | 126,100.00 |
| Town Wide Trail Map | Open Sp/Rec | \$ | 6,000.00 |
| Wenham Lake Cedar Street Bench | Open Sp/Rec | \$ | 1,200.00 |
| Total FY 2020 Project Requests | | \$ | 1,041,300.00 |

BOARD OF SELECTMEN MEETING

February 21, 2019

OLD BUSINESS

I.

FY20 Budget Update

(10 Minutes)

- 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

Peter Lombardi

From: Peter Lombardi
Sent: Tuesday, February 19, 2019 11:09 AM
To: Catherine Harrison; John Clemenzi; Jack Wilhelm; A Begin; Mike Therrien; Carrie Jelsma; David Molitano; James Purdy
Cc: Patricia Moore; Nicole Roebuck; ultrafinepapers@yahoo.com
Subject: FY20 Budget Update
Attachments: FY20 Budget Workbook with HWRSD Final Budget and BOS & FinCom Priorities 02.15.19.pdf; FY20 Budget Requests Above Level Services - Aggregated Consensus BOS FinCom Feedback 02.14.19.pdf

Good morning,

Following up on our joint meeting last week, please see updated budget summary docs attached.

In talking with Patty, we think it is best to keep the \$40k in projected expense savings from transitioning from loose leaf to bagged pick-up in the FY20 budget, which is what is reflected in the latest roll-up. This leaves the new School Operating Override amount at \$665k. As discussed last week, otherwise, we would be putting ourselves in a position where we would have to cut \$40k from another (Town) line item(s) if Town Meeting were to support staying with loose leaf pick-up (with motions on the floor). Structuring it in this way protects us from being in a position of having to deal with unintended consequences if this cost saving measure were to fail on the floor.

Also, after talking further with Bill Tyack, he feels comfortable with waiting to replace the COA roof until FY21. In terms of the backhoe, we can either rent one for \$3600/mo or potentially use 1 of Hamilton's 2 if we do have a catastrophic failure with that piece of equipment prior to FY21. Again, in my conversation with Bill, he reminded me that while the mini excavator does handle many of the backhoe's daily functions, it is not readily accessible for most winter work due to the fact that it needs to be trailered wherever it is going and cannot be used for snow plowing activities.

In addition, after further reflection, the concept of proposing the new special purpose stabilization fund and operating override to fund the costs of the enrollment shift outside of the operating budget may not be worth pursuing after all. Playing out our particular situation, while the \$177k could be raised to cover our FY20 enrollment shift costs, those new expenses would then remain in FY21 (and beyond) but we could only increase the operating override amount by 2.5% on the revenue side, which would only mean another \$3500 in new levy capacity from this operating override to fund the FY21 enrollment shift expense increases (clearly, not sufficient). Please let us know if you have any questions or other ideas on this front.

The BOS will be meeting again this Thursday (2/21) at Town Hall at 6:30 and will be continuing their discussion of the FY20 budget and related warrant articles.

Thanks,
Peter

Peter Lombardi
Town Administrator

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

Town of Wenham FY20 Recommended Budget

| | FY 2016 ACTUAL | FY 2017 ACTUAL | FY 2018 ACTUAL | FY 2019 BUDGET | FY20 SUBMITTED | Increase/ (Decrease) | FY20 ADJUSTED | \$ Change Y/Y | % Change Y/Y |
|-----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-------------------------|----------------------|--------------------|-----------------|
| REVENUE PROJECTION | | | | | | | | | |
| PROPERTY TAXES | | | | | | | | | |
| Prior Year Levy Limit | 12,809,252 | 13,192,578 | 13,612,731 | 14,161,216 | 15,134,098 | | 15,134,098 | | |
| 2 1/2 % Increase | 320,231 | 329,814 | 340,318 | 354,030 | 378,352 | | 378,352 | | |
| Projected New Growth (1) | 63,095 | 90,337 | 100,000 | 100,000 | 200,000 | 20,000 | 220,000 | | |
| New Growth Incremental | | | 108,167 | 187,557 | | | - | | |
| School Operating Override | | | | 331,294 | | | - | | |
| TOTAL LEVY LIMIT | 13,192,579 | 13,612,730 | 14,161,216 | 15,134,098 | 15,712,450 | | 15,732,450 | 598,352 | 4.0% |
| Debt Exclusion | 807,410 | 807,410 | 724,316 | 740,984 | 527,705 | | 527,705 | | |
| TOTAL MAXIMUM LEVY LIMIT | 13,999,989 | 14,420,140 | 14,885,532 | 15,875,082 | 16,240,155 | 20,000 | 16,260,155 | 385,073 | 2.4% |
| LOCAL RECEIPTS | | | | | | | | | |
| Motor Vehicle Excise | 713,309 | 734,987 | 730,810 | 660,000 | 660,841 | | 660,841 | | |
| Other Excise | | | | | | | - | | |
| Pen & Int on Tax & Exc | 101,947 | 42,209 | 53,140 | 50,000 | 51,500 | | 51,500 | | |
| Payments in Lieu of Taxes | 10,188 | 15,653 | 12,297 | 10,348 | 10,348 | | 10,348 | | |
| Charges for Services - Water | 445,332 | 478,610 | 500,861 | 427,395 | 433,156 | | 433,156 | | |
| Other Charges for Services | 33,510 | 64,219 | 21,565 | 49,641 | 49,284 | | 49,284 | | |
| Fees | 25,093 | 31,747 | 36,092 | 25,738 | 26,499 | | 26,499 | | |
| Rentals | 134,592 | 148,464 | 123,900 | 141,450 | 146,379 | | 146,379 | | |
| Dept. Revenue Libraries | 5,751 | 5,183 | 6,119 | 3,266 | 5,261 | | 5,261 | | |
| Dept. Revenue Cemeteries | 16,650 | 11,750 | 14,000 | 13,000 | 13,000 | | 13,000 | | |
| Other Dept. Revenue | 52,421 | 34,578 | 41,849 | 25,963 | 26,223 | | 26,223 | | |
| EMS Revenue | 0 | 0 | 0 | 35,000 | 100,000 | | 100,000 | | |
| Licenses and Permits | 140,158 | 96,380 | 139,572 | 116,660 | 126,014 | | 126,014 | | |
| Special Assessments | 736,269 | 724,005 | 751,418 | 879,668 | 932,448 | | 932,448 | | |
| Fines & Forfeits | 24,908 | 16,460 | 17,785 | 27,093 | 29,361 | | 29,361 | | |
| Investment Income | 2,216 | 3,816 | 15,352 | 1,934 | 1,939 | | 1,939 | | |
| Miscellaneous Recurring | | 0 | | | 0 | | - | | |
| Miscellaneous Non-Recurring | 12,178 | 11,252 | 6,542 | | 0 | | - | | |
| TOTAL LOCAL RECEIPTS | 2,454,522 | 2,408,061 | 2,471,302 | 2,467,156 | 2,612,252 | \$ - | 2,612,252 | \$ 145,096 | 5.9% |
| <i>Local Receipts % Increase</i> | | -1.9% | 2.6% | -0.2% | 5.9% | | | | |
| Cherry Sheet Receipts | 415,625 | 425,354 | 448,608 | 464,915 | 464,915 | | 464,915 | | |
| Less Offsets | (9,070) | (9,433) | (9,317) | (9,328) | (9,328) | | (9,328) | | |
| Less Charges and Assessments | (219,987) | (214,228) | (225,090) | (229,414) | (156,591) | | (156,591) | | |
| TOTAL NET STATE AID | 186,568 | 201,693 | 214,201 | 226,173 | 298,996 | \$ - | 298,996 | \$ 72,823 | 32.2% |
| SUBTOTAL REVENUE | \$ 16,641,079 | \$ 17,029,894 | \$ 17,571,035 | \$ 18,568,411 | \$ 19,151,403 | \$ 20,000 | \$ 19,171,403 | \$ 602,992 | 3.2% |
| RESERVE FOR ABATEMENT (10) | (198,467) | (135,000) | (135,000) | (135,000) | (175,000) | (20,000) | (195,000) | \$ (60,000) | 44.4% |
| TOTAL NET REVENUE | \$ 16,442,612 | \$ 16,894,894 | \$ 17,436,035 | \$ 18,433,411 | \$ 18,976,403 | \$ - | \$ 18,976,403 | \$ 542,992 | 2.9% |

Town of Wenham FY20 Recommended Budget

| | FY 2016 ACTUAL | FY 2017 ACTUAL | FY 2018 ACTUAL | FY 2019 BUDGET | FY20 SUBMITTED | Increase/ (Decrease) | FY20 ADJUSTED | \$ Change Y/Y | % Change Y/Y |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|-------------------------|----------------------|---------------------|-----------------|
| Free Cash Used to Supplement Budget | \$ 425,000 | \$ 750,000 | \$ 750,000 | \$ 750,000 | \$ 700,000 | | 700,000 | | |
| Education Stabilization Used to Supplement Budget | \$ 328,000 | | | | | | | | |
| Transfer from Other Available Funds | \$ 5,000 | \$ 5,000 | \$ 7,500 | \$ 7,500 | \$ 7,500 | | 7,500 | | |
| TOTAL REVENUE & Free Cash | \$ 17,200,612 | \$ 17,649,894 | \$ 18,193,535 | \$ 19,190,911 | \$ 19,683,903 | \$ - | \$ 19,683,903 | \$ 492,992 | 2.6% |
| Annual % Increase: Total Revenue & Free Cash | | | | | | | | | |
| RESERVES (9) | | | | | | | | | |
| General Stabilization Fund | 522,561 | 530,400 | 523,109 | 524,609 | 532,478 | | 532,478 | | |
| Free Cash | 600,000 | 311,225 | 482,635 | 482,635 | 277,873 | | 277,873 | | |
| TOTAL RESERVES | 1,122,561 | 841,625 | 1,005,744 | 1,007,244 | 810,351 | \$ - | 810,351 | \$ (196,893) | -19.5% |

Town of Wenham FY20 Recommended Budget

| | FY 2016 ACTUAL | FY 2017 ACTUAL | FY 2018 ACTUAL | FY 2019 BUDGET | FY20 SUBMITTED | Increase/ (Decrease) | FY20 ADJUSTED | \$ Change Y/Y | % Change Y/Y |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------------|-------------------|-------------------|-----------------|
| EXPENDITURE PROJECTION | | | | | | | | | |
| (001) GENERAL FUND | | | | | | | | | |
| (114) MODERATOR | | | | | | | | | |
| (007) EXPENSES | \$ - | \$ - | \$ - | \$ 50 | \$ 50 | | \$ 50 | | |
| (114) MODERATOR Total | \$ - | \$ - | \$ - | \$ 50 | \$ 50 | \$ - | \$ 50 | \$ - | 0.0% |
| | | | \$ - | | | | | | |
| (122) SELECTMEN | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 10,812 | \$ 10,920 | \$ 11,138 | \$ 11,029 | \$ 11,250 | | 11,250 | | |
| (007) EXPENSES | \$ 2,000 | \$ 143 | \$ - | \$ 2,000 | \$ 500 | | 500 | | |
| (122) SELECTMEN Total | \$ 12,812 | \$ 11,063 | \$ 11,138 | \$ 13,029 | \$ 11,750 | \$ - | \$ 11,750 | \$ (1,279) | -9.8% |
| | | | 1% | | | | | | |
| (123) TOWN ADMINISTRATOR | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 105,000 | \$ 112,402 | \$ 114,240 | \$ 132,000 | \$ 138,047 | | 138,047 | | |
| (007) EXPENSES | \$ 2,489 | \$ 1,689 | \$ 3,517 | \$ 2,500 | \$ 4,000 | | 4,000 | | |
| (123) TOWN ADMINISTRATOR Total | \$ 107,490 | \$ 114,091 | \$ 117,757 | \$ 134,500 | \$ 142,047 | \$ - | \$ 142,047 | \$ 7,547 | 5.6% |
| | | | 7% | | | | | | |
| (131) FINANCE & ADVISORY COMMITTEE | | | | | | | | | |
| (007) EXPENSES | \$ 155 | \$ 155 | \$ 160 | \$ 250 | \$ 250 | | 250 | | |
| (131) FINANCE & ADVISORY COMMITTEE Total | \$ 155 | \$ 155 | \$ 160 | \$ 250 | \$ 250 | \$ - | \$ 250 | \$ - | 0.0% |
| (132) RESERVE FUND | | | | | | | | | |
| (007) EXPENSES | \$ - | \$ 155,766 | \$ 87,604 | \$ 125,000 | \$ 125,000 | | 125,000 | | |
| (132) RESERVE FUND Total | \$ - | \$ 155,766 | \$ 87,604 | \$ 125,000 | \$ 125,000 | \$ - | \$ 125,000 | \$ - | 0.0% |
| (139) MUNICIPAL AUDIT | | | | | | | | | |
| (002) CONTRACT SERVICES | \$ 22,000 | \$ 22,000 | \$ 23,500 | \$ 23,500 | \$ 25,000 | | 25,000 | | |
| (002) CONTRACT SERVICES-ACTUARIAL VAL | \$ 4,500 | | \$ 5,500 | | | | | | |
| (139) MUNICIPAL AUDIT Total | \$ 26,500 | \$ 22,000 | \$ 29,000 | \$ 23,500 | \$ 25,000 | \$ - | \$ 25,000 | \$ 1,500 | 6.4% |
| (141) ASSESSORS DEPARTMENT | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 62,198 | \$ 59,166 | \$ 60,197 | \$ 63,103 | \$ 70,531 | \$ (5,400) | 65,131 | | |
| (007) EXPENSES | \$ 9,526 | \$ 14,692 | \$ 12,150 | \$ 13,150 | \$ 14,150 | | 14,150 | | |
| (008) CAPITAL | \$ 845 | \$ 11,955 | | | | | - | | |
| (141) ASSESSORS DEPARTMENT Total | \$ 72,569 | \$ 85,813 | \$ 72,347 | \$ 76,253 | \$ 84,681 | \$ (5,400) | \$ 79,281 | \$ 3,028 | 4.0% |
| (145) TAX TITLE EXPENSE | | | | | | | | | |
| | \$ 8,285 | \$ 4,709 | \$ 6,126 | \$ 10,000 | \$ 10,000 | \$ - | \$ 10,000 | \$ - | 0.0% |
| (149) FINANCE DEPARTMENT | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 158,981 | \$ 142,146 | \$ 188,368 | \$ 195,778 | \$ 229,676 | \$ (4,400) | 225,276 | | |
| (007) EXPENSES | \$ 24,769 | \$ 44,330 | \$ 22,550 | \$ 22,950 | \$ 22,950 | | 22,950 | | |
| (149) FINANCE DEPARTMENT Total | \$ 183,750 | \$ 186,476 | \$ 210,918 | \$ 218,728 | \$ 252,626 | \$ (4,400) | \$ 248,226 | \$ 29,498 | 13.5% |
| | | | -16% | | | | | | |

Town of Wenham FY20 Recommended Budget

| | FY 2016 ACTUAL | FY 2017 ACTUAL | FY 2018 ACTUAL | FY 2019 BUDGET | FY20 SUBMITTED | Increase/ (Decrease) | FY20 ADJUSTED | \$ Change Y/Y | % Change Y/Y |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------------|-------------------|-------------------|-----------------|
| (151) LEGAL | | | | | | | | | |
| (002) CONTRACT SERVICES | \$ 88,167 | \$ 67,583 | \$ 66,054 | \$ 55,000 | \$ 60,000 | | 60,000 | | |
| (007) EXPENSES | \$ 7,000 | \$ 3,500 | \$ - | \$ - | | | - | | |
| (007) EXPENSES-LEGAL BASE STUDY | \$ - | | \$ - | | | | - | | |
| (151) LEGAL Total | \$ 95,167 | \$ 71,083 | \$ 66,054 | \$ 55,000 | \$ 60,000 | \$ - | \$ 60,000 | \$ 5,000 | 9.1% |
| (152) INFORMATION TECHNOLOGY | | | | | | | | | |
| (002) CONTRACT SERVICES | \$ 8,445 | \$ - | | \$ - | | | | | |
| (007) EXPENSES | \$ 54,333 | \$ 50,729 | \$ 53,013 | \$ 64,014 | \$ 73,211 | \$ - | 73,211 | | |
| (008) CAPITAL | \$ 10,000 | \$ 8,498 | \$ 4,159 | \$ 7,000 | \$ 7,000 | | 7,000 | | |
| (152) INFORMATION TECHNOLOGY Total | \$ 72,778 | \$ 59,227 | \$ 57,172 | \$ 71,014 | \$ 80,211 | \$ - | \$ 80,211 | \$ 9,197 | 13.0% |
| (160) TOWN HALL | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 62,972 | \$ 76,241 | \$ 102,895 | \$ 122,265 | \$ 133,276 | | 133,276 | | |
| (002) CONTRACT SERVICES-MINUTES CLERK | \$ 7,911 | \$ 12,221 | \$ 13,879 | \$ - | | | - | | |
| (007) EXPENSES | \$ 58,727 | \$ 44,836 | \$ 52,363 | \$ 47,720 | \$ 47,720 | | 47,720 | | |
| (160) TOWN HALL DEPARTMENT Total | \$ 129,610 | \$ 133,298 | \$ 169,137 | \$ 169,985 | \$ 180,996 | \$ - | \$ 180,996 | \$ 11,011 | 6.5% |
| (161) TOWN CLERK'S DEPARTMENT | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 60,083 | \$ 62,679 | \$ 60,990 | \$ 77,487 | \$ 85,145 | \$ (1,372) | 83,773 | | |
| (007) EXPENSES | \$ 11,324 | \$ 11,285 | \$ 8,896 | \$ 12,855 | \$ 13,065 | | 13,065 | | |
| (008) CAPITAL | | | | | \$ 8,000 | \$ (8,000) | - | | |
| (161) TOWN CLERK'S DEPARTMENT Total | \$ 71,407 | \$ 73,964 | \$ 69,886 | \$ 90,342 | \$ 106,210 | \$ (9,372) | \$ 96,838 | \$ 6,496 | 7.2% |
| (170) LAND USE | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 63,175 | \$ 56,535 | \$ 57,105 | \$ 69,122 | \$ 66,056 | | 66,056 | | |
| (007) EXPENSES | \$ 3,525 | \$ 6,448 | \$ 4,880 | \$ 6,155 | \$ 6,585 | | 6,585 | | |
| (170) PLANNING & LAND USE Total | \$ 66,700 | \$ 62,983 | \$ 61,985 | \$ 75,277 | \$ 72,641 | \$ - | \$ 72,641 | \$ (2,636) | -3.5% |
| (192) BLDG & GROUNDS | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 66,259 | \$ 75,503 | \$ 87,153 | \$ 81,247 | \$ 108,945 | \$ (24,900) | 84,045 | | |
| (002) CONTRACT SERVICES | \$ 31,272 | \$ - | \$ - | \$ - | | | - | | |
| (007) EXPENSES | \$ 45,530 | \$ 63,583 | \$ 73,989 | \$ 78,989 | \$ 87,934 | | 87,934 | | |
| (008) CAPITAL | | \$ - | \$ - | \$ - | | | - | | |
| (192) FACILITIES Total | \$ 143,061 | \$ 139,086 | \$ 161,142 | \$ 160,236 | \$ 196,879 | \$ (24,900) | \$ 171,979 | \$ 11,743 | 7.3% |
| (195) TOWN REPORT | | | | | | | | | |
| (007) EXPENSES | \$ 5,000 | \$ 5,000 | \$ 5,500 | \$ 5,700 | \$ 6,000 | | 6,000 | | |
| (195) TOWN REPORT Total | \$ 5,000 | \$ 5,000 | \$ 5,500 | \$ 5,700 | \$ 6,000 | \$ - | \$ 6,000 | \$ 300 | 5.3% |
| (199) IRON RAIL | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 9,866 | \$ 11,369 | \$ 6,635 | \$ 6,973 | \$ - | | - | | |
| (002) CONTRACT SERVICES | | 0 | | | | | - | | |
| (007) EXPENSES | \$ 35,855 | \$ 27,187 | \$ 31,692 | \$ 36,470 | \$ 46,670 | | 46,670 | | |
| (008) CAPITAL | \$ 6,000 | \$ - | \$ - | \$ - | | | - | | |
| (199) IRON RAIL Total | \$ 51,721 | \$ 38,556 | \$ 38,326 | \$ 43,443 | \$ 46,670 | \$ - | \$ 46,670 | \$ 3,227 | 7.4% |

Town of Wenham FY20 Recommended Budget

| | FY 2016 ACTUAL | FY 2017 ACTUAL | FY 2018 ACTUAL | FY 2019 BUDGET | FY20 SUBMITTED | Increase/ (Decrease) | FY20 ADJUSTED | \$ Change Y/Y | % Change Y/Y |
|--|---------------------|---------------------|---------------------|----------------------|----------------------|-------------------------|----------------------|-------------------|-----------------|
| (210) POLICE DEPARTMENT | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 1,179,819 | \$ 1,231,199 | \$ 1,274,490 | \$ 1,271,226 | \$ 1,340,206 | \$ (33,500) | 1,306,706 | | |
| (007) EXPENSES | \$ 102,082 | \$ 113,310 | \$ 122,906 | \$ 123,216 | \$ 126,616 | | 126,616 | | |
| (008) CAPITAL | \$ 37,929 | \$ 38,000 | \$ 39,939 | \$ 40,000 | \$ 78,133 | \$ (24,000) | 54,133 | | |
| (007) EXPENSES - CHIEF SEARCH | | \$ 10,375 | \$ - | | | | - | | |
| (210) POLICE DEPARTMENT Total | \$ 1,319,830 | \$ 1,392,884 | \$ 1,437,336 | \$ 1,434,442 | \$ 1,544,955 | \$ (57,500) | \$ 1,487,455 | \$ 53,013 | 3.7% |
| (220) FIRE DEPARTMENT | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 308,523 | \$ 354,869 | \$ 387,636 | \$ 387,036 | \$ 423,125 | | 423,125 | | |
| (001) SALARIES & WAGES-ON CALL | \$ 154,620 | \$ 172,988 | \$ 160,990 | \$ 202,995 | \$ 181,555 | | 181,555 | | |
| (007) EXPENSES-TRAINING | \$ 29,328 | \$ - | \$ - | \$ - | | | - | | |
| (007) EXPENSES | \$ 91,545 | \$ 95,455 | \$ 124,047 | \$ 123,961 | \$ 131,763 | | 131,763 | | |
| (008) CAPITAL | \$ 15,000 | \$ 14,678 | \$ 14,678 | \$ - | \$ 41,000 | \$ - | 41,000 | | |
| (007) EXPENSES - FIRE STAT EXP | | | | | | | - | | |
| (220) FIRE DEPARTMENT Total | \$ 599,016 | \$ 637,990 | \$ 687,351 | \$ 713,992 | \$ 777,443 | \$ - | \$ 777,443 | \$ 63,451 | 8.9% |
| (240) PERMITTING | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 36,501 | \$ 58,217 | \$ 62,337 | \$ 138,952 | \$ 142,573 | | 142,573 | | |
| (007) EXPENSES | \$ 1,338 | \$ 5,478 | \$ 6,395 | \$ 15,000 | \$ 27,920 | | 27,920 | | |
| (007) Capital | | | | \$ 3,000 | | | - | | |
| (240) PERMITTING Total | \$ 37,839 | \$ 63,695 | \$ 68,733 | \$ 156,952 | \$ 170,493 | \$ - | \$ 170,493 | \$ 13,541 | 8.6% |
| (294) TREE WARDEN | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 1,569 | \$ 1,595 | \$ 1,627 | \$ 1,660 | \$ 2,693 | | 2,693 | | |
| (002) CONTRACT SERVICES | | \$ - | \$ - | \$ - | | | - | | |
| (007) EXPENSES | \$ 30,231 | \$ 26,953 | \$ 32,149 | \$ 25,800 | \$ 35,800 | \$ (10,000) | 25,800 | | |
| (007) EXPENSES - TREE REPLACEMENT | | | \$ - | | | | - | | |
| (294) TREE WARDEN Total | \$ 31,800 | \$ 28,548 | \$ 33,776 | \$ 27,460 | \$ 38,493 | \$ (10,000) | \$ 28,493 | \$ 1,034 | 3.8% |
| (310) REGIONAL SCHOOL | | | | | | | | | |
| (002) CONTRACT SERVICES | \$ 7,733,548 | \$ 8,433,233 | \$ 8,870,590 | \$ 9,708,859 | \$ 10,604,440 | | 10,604,440 | | |
| (009) DEBT - WINTRHOP SPRINKLER-DEBT EXCL | | | | | \$ 54,868 | | 54,868 | | |
| (009) DEBT - CUTLER ROOF-DEBT EXCL | \$ 39,802 | \$ - | \$ 46,265 | \$ 45,451 | \$ 47,023 | | 47,023 | | |
| (009) DEBT - '97 MIDDLE SCHOOL-DEBT EXCL | \$ 237,053 | \$ 245,696 | \$ 248,192 | \$ 247,816 | | | - | | |
| (009) DEBT - BUKER & WINTHROP BOILER-DEBT EXCL | | \$ 50,262 | \$ 42,129 | \$ 42,049 | \$ 41,323 | | 41,323 | | |
| (009)Winthrop Sprinkler & HS Athletic Fields-DEBT EXCL | | | | \$ 8,838 | | | - | | |
| (009) DEBT - '10 CUTLER HVAC | | | | \$ - | | | - | | |
| (310) REGIONAL SCHOOL Total | \$ 8,010,403 | \$ 8,729,191 | \$ 9,207,176 | \$ 10,053,013 | \$ 10,747,654 | \$ - | \$ 10,747,654 | \$ 694,641 | 6.9% |
| | | | | | \$ 694,641 | | | | |
| (320) VOC SCHOOL | | | | | | | | | |
| (002) CONTRACT SERVICES | \$ 148,087 | \$ 167,676 | \$ 145,894 | \$ 143,217 | \$ 147,514 | | 147,514 | | |
| (009) DEBT - NEW SCHOOL | \$ - | \$ - | \$ 11,030 | \$ 16,829 | \$ 20,000 | | 20,000 | | |
| (320) VOC SCHOOL Total | \$ 148,087 | \$ 167,676 | \$ 156,924 | \$ 160,046 | \$ 167,514 | \$ - | \$ 167,514 | \$ 7,468 | 4.7% |

Town of Wenham FY20 Recommended Budget

| | FY 2016 ACTUAL | FY 2017 ACTUAL | FY 2018 ACTUAL | FY 2019 BUDGET | FY20 SUBMITTED | Increase/ (Decrease) | FY20 ADJUSTED | \$ Change Y/Y | % Change Y/Y |
|---|-------------------|-------------------|-------------------|-------------------|---------------------|-------------------------|---------------------|-------------------|-----------------|
| (422) HIGHWAY DEPARTMENT | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 493,547 | \$ 505,442 | \$ 529,525 | \$ 551,413 | \$ 619,859 | \$ (50,500) | 569,359 | | |
| (007) EXPENSES | \$ 200,265 | \$ 210,431 | \$ 206,013 | \$ 219,304 | \$ 276,495 | \$ - | 276,495 | | |
| (007) EXPENSES-TREE STUDY | \$ - | \$ - | | | | | | | |
| (007) EXPENSES-STREET MAINT | | \$ - | | \$ - | | | | | |
| (007) EXPENSES-VEHICLE MAINT | \$ - | \$ - | | \$ - | | | | | |
| (007) EXPENSES-VEHICLE GAS & OIL | \$ - | \$ - | | \$ - | | | | | |
| (008) CAPITAL | \$ - | \$ 95,784 | \$ 83,020 | \$ 83,020 | \$ 208,020 | \$ (45,000) | 163,020 | | |
| (422) HIGHWAY DEPARTMENT Total | \$ 693,812 | \$ 811,657 | \$ 818,558 | \$ 853,737 | \$ 1,104,374 | \$ (95,500) | \$ 1,008,874 | \$ 155,137 | 18.2% |
| (423) SNOW & ICE | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 21,940 | \$ 35,315 | \$ 33,045 | \$ 36,050 | \$ 36,050 | | 36,050 | | |
| (007) EXPENSES | \$ 71,098 | \$ 91,289 | \$ 88,461 | \$ 70,000 | \$ 70,000 | | 70,000 | | |
| (423) SNOW & ICE Total | \$ 93,038 | \$ 126,604 | \$ 121,506 | \$ 106,050 | \$ 106,050 | \$ - | \$ 106,050 | \$ - | 0.0% |
| (424) STREET LIGHTING | | | | | | | | | |
| (007) EXPENSES-STREET LIGHTING | \$ 28,704 | \$ 1,134 | \$ 22,153 | \$ 18,000 | \$ 20,000 | | 20,000 | | |
| (424) STREET LIGHTING Total | \$ 28,704 | \$ 1,134 | \$ 22,153 | \$ 18,000 | \$ 20,000 | \$ - | \$ 20,000 | \$ 2,000 | 11.1% |
| (433) REFUSE COLLECTION AND DISPOSAL | | | | | | | | | |
| (007) EXPENSES-REFUSE | \$ 233,659 | \$ 329,258 | \$ 381,431 | \$ 386,000 | \$ 401,268 | | 401,268 | | |
| (433) REFUSE COLLECTION AND DISPOSAL Total | \$ 233,659 | \$ 329,258 | \$ 381,431 | \$ 386,000 | \$ 401,268 | \$ - | \$ 401,268 | \$ 15,268 | 4.0% |
| (491) CEMETERY | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 3,999 | \$ 2,882 | \$ 3,534 | \$ 3,122 | \$ 4,385 | | 4,385 | | |
| (007) EXPENSES | \$ 3,738 | \$ 4,904 | \$ 6,048 | \$ 6,600 | \$ 4,750 | | 4,750 | | |
| (007) EXPENSES-MEMORIAL DAY | | | \$ - | | | | | | |
| (008) CAPITAL | | | \$ - | | \$ 4,362 | | 4,362 | | |
| (491) CEMETERY Total | \$ 7,737 | \$ 7,786 | \$ 9,581 | \$ 9,722 | \$ 13,497 | \$ - | \$ 13,497 | \$ 3,775 | 38.8% |
| (510) HEALTH DEPARTMENT | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 6,255 | \$ 11,367 | \$ 12,141 | \$ 12,384 | \$ 15,550 | | 15,550 | | |
| (002) CONTRACT SERVICES-HEALTH AGENT | \$ - | \$ - | | \$ - | | | | | |
| (002) CONTRACT SERVICES-HAZARD WASTE | | | | | | | | | |
| (007) EXPENSES | \$ 19,894 | \$ 18,271 | \$ 18,950 | \$ 20,643 | \$ 20,948 | | 20,948 | | |
| (510) HEALTH DEPARTMENT Total | \$ 26,149 | \$ 29,638 | \$ 31,091 | \$ 33,027 | \$ 36,498 | \$ - | \$ 36,498 | \$ 3,471 | 10.5% |
| (541) COUNCIL ON AGING | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 69,464 | \$ 73,927 | \$ 79,516 | \$ 87,108 | \$ 98,941 | \$ - | 98,941 | | |
| (001) SALARIES & WAGES-VAN | | | | | | | | | |
| (007) EXPENSES | \$ 23,371 | \$ 27,892 | \$ 20,274 | \$ 20,274 | \$ 19,950 | \$ (5,500) | 14,450 | | |
| (008) CAPITAL | | | | | \$ 23,700 | \$ (23,700) | - | | |
| (541) COUNCIL ON AGING Total | \$ 92,835 | \$ 101,819 | \$ 99,790 | \$ 107,382 | \$ 142,591 | \$ (29,200) | \$ 113,391 | \$ 6,009 | 5.6% |
| (543) VETERANS' DEPARTMENT | | | | | | | | | |
| (002) CONTRACT SERVICES | \$ 17,302 | \$ 18,513 | \$ 19,695 | \$ 21,420 | \$ 21,848 | | 21,848 | | |
| (007) EXPENSES | \$ - | \$ - | \$ - | \$ 1,919 | \$ 3,513 | | 3,513 | | |
| (543) VETERANS' DEPARTMENT Total | \$ 17,302 | \$ 18,513 | \$ 19,695 | \$ 23,339 | \$ 25,362 | \$ - | \$ 25,362 | \$ 2,023 | 8.7% |

Town of Wenham FY20 Recommended Budget

| | FY 2016 ACTUAL | FY 2017 ACTUAL | FY 2018 ACTUAL | FY 2019 BUDGET | FY20 SUBMITTED | Increase/ (Decrease) | FY20 ADJUSTED | \$ Change Y/Y | % Change Y/Y |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------------|-------------------|------------------|-----------------|
| (620) LIBRARY DEPARTMENT | | | | | | | | | |
| (001) SALARIES & WAGES-DIRECTOR | \$ 76,644 | \$ 80,617 | \$ 83,469 | \$ 86,801 | \$ 90,207 | | 90,207 | | |
| (001) PROF LIBRARY GENERALIST/GRANTS ADM | | | | | | | | | |
| (001) SALARIES & WAGES-HEAD REFERENCE | \$ 48,665 | \$ 49,936 | \$ 51,741 | \$ 53,818 | \$ 56,401 | | 56,401 | | |
| (001) SALARIES & WAGES-REFERENCE | \$ 48,312 | \$ 49,219 | \$ 50,963 | \$ 53,406 | \$ 55,906 | | 55,906 | | |
| (001) SALARIES & WAGES-YOUNG ADULT | \$ 49,645 | \$ 49,557 | \$ 51,426 | \$ 54,859 | \$ 57,484 | | 57,484 | | |
| (001) SALARIES & WAGES-CHILDRENS | \$ 47,890 | \$ 50,967 | \$ 52,755 | \$ 53,074 | \$ 55,521 | | 55,521 | | |
| (001) SALARIES & WAGES-HEAD OF CIRCULATION | \$ 47,495 | \$ 48,951 | \$ 51,208 | \$ 53,036 | \$ 54,272 | | 54,272 | | |
| (001) SALARIES & WAGES-ADMIN LIBRARIAN | \$ 57,357 | \$ 48,557 | \$ 50,507 | \$ 52,576 | \$ 54,001 | | 54,001 | | |
| (001) SALARIES & WAGES-TECH SERVICES | \$ 54,489 | \$ 57,483 | \$ 58,836 | \$ 59,766 | \$ 54,655 | | 54,655 | | |
| (001) SALARIES & WAGES-ASST DIRECTOR | \$ 47,939 | \$ 55,909 | \$ 58,047 | \$ 60,418 | \$ 63,187 | | 63,187 | | |
| (001) SALARIES & WAGES-SUPPORT STAFF | \$ 96,755 | \$ 100,388 | \$ 103,131 | \$ 110,209 | \$ 116,326 | | 116,326 | | |
| (007) EXPENSES-LIBRARY BOOKS | \$ 122,814 | \$ 125,893 | \$ 127,814 | \$ 130,814 | \$ 132,126 | | 132,126 | | |
| (007) EXPENSES-SUBS & PERIODICALS | \$ 9,973 | \$ 9,915 | \$ 10,000 | \$ 10,000 | \$ 10,000 | | 10,000 | | |
| (007) EXPENSES-TECHNOLOGY | \$ 44,938 | \$ 46,404 | \$ 48,668 | \$ 49,694 | \$ 53,209 | | 53,209 | | |
| (007) EXPENSES-GENERAL SUPPLIES | \$ 13,348 | \$ 12,615 | \$ 12,765 | \$ 12,627 | \$ 12,627 | | 12,627 | | |
| (007) EXPENSES-MBRSHPS/CONF/TRAVEL | \$ 916 | \$ 916 | \$ 916 | \$ 916 | \$ 916 | | 916 | | |
| (007) EXPENSES-PROGRAMS | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 500 | | 500 | | |
| (007) EXPENSES-HEAT & UTILITIES | \$ 47,557 | \$ 53,676 | \$ 53,540 | \$ 53,540 | \$ 56,427 | | 56,427 | | |
| (007) EXPENSES-BUILD & GROUNDS | \$ 42,476 | \$ 41,135 | \$ 41,135 | \$ 45,105 | \$ 48,105 | | 48,105 | | |
| (008) CAPITAL | \$ 9,167 | \$ - | \$ - | \$ - | \$ - | | - | | |
| (620) LIBRARY DEPARTMENT Total | \$ 866,880 | \$ 882,638 | \$ 907,420 | \$ 941,159 | \$ 971,870 | \$ - | \$ 971,870 | \$ 30,711 | 3.3% |
| (640) JOINT RECREATION | | | | | | | | | |
| (002) CONTRACT SERVICES | \$ 16,132 | \$ 60,905 | \$ 66,787 | \$ 82,673 | \$ 85,153 | | 85,153 | | |
| (007) EXPENSES-TURF STUDY | | | | | | | | | |
| (007) EXPENSES-POOL STUDY | | | | | | | | | |
| (007) EXPENSES-VETERANS POOL INDIRECT COSTS | | | | \$ 14,467 | \$ 14,901 | | 14,901 | | |
| (640) JOINT RECREATION Total | \$ 16,132 | \$ 60,905 | \$ 66,787 | \$ 97,140 | \$ 100,054 | \$ - | \$ 100,054 | \$ 2,914 | 3.0% |
| (691) HISTORIC COMMISSION | | | | | | | | | |
| (007) EXPENSES | \$ 37 | \$ - | \$ - | \$ 200 | \$ 200 | | 200 | | |
| (691) HISTORIC COMMISSION Total | \$ 37 | \$ - | \$ - | \$ 200 | \$ 200 | \$ - | \$ 200 | \$ - | 0.0% |

Town of Wenham FY20 Recommended Budget

| | FY 2016 ACTUAL | FY 2017 ACTUAL | FY 2018 ACTUAL | FY 2019 BUDGET | FY20 SUBMITTED | Increase/ (Decrease) | FY20 ADJUSTED | \$ Change Y/Y | % Change Y/Y |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------------|-------------------|--------------------|-----------------|
| (710) DEBT | | | | | | | | | |
| DEBT-FIRE TRUCK | | \$ - | \$ - | \$ - | | | | | |
| DEBT -JT LIB CONSTN - DEBT EXCL. | \$ 74,600 | \$ 60,000 | \$ 60,000 | \$ 50,000 | \$ 50,000 | | 50,000 | | |
| DEBT -JT LIB LEASE PURCHASE -DEBT EXCL. | \$ 13,600 | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ 15,000 | | 15,000 | | |
| DEBT-TOWN HALL \$244K | \$ 9,100 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | | 10,000 | | |
| DEBT -TOWN HALL POLICE STATION-DEBT EXCL. | \$ 232,500 | \$ 235,000 | \$ 210,000 | \$ 200,000 | \$ 195,000 | | 195,000 | | |
| DEBT -QUINT FIRE TRUCK-DEBT EXCL. | \$ 45,000 | \$ 45,000 | | | | | - | | |
| DEBT-CULVERTS/DRAINS/ROADS-DEBT EXCL. | \$ 39,000 | \$ 39,000 | \$ 40,000 | \$ 76,000 | \$ 76,000 | | 76,000 | | |
| DEBT -ESCO | \$ 24,000 | \$ 24,000 | \$ 24,000 | \$ 24,000 | \$ 24,000 | | 24,000 | | |
| DEBT-HW TRACKLESS MACHINE-DEBT EXCL. | \$ 25,000 | | | | | | - | | |
| DEBT -'15 STATE HOUSE NOTE | | \$ 127,000 | \$ 120,000 | \$ 120,000 | \$ 115,000 | | 115,000 | | |
| (710) DEBT Total | \$ 462,800 | \$ 555,000 | \$ 479,000 | \$ 495,000 | \$ 485,000 | \$ - | \$ 485,000 | \$ (10,000) | -2.0% |
| (751) DEBT INT | | | | | | | | | |
| DEBT INT-FIRE TRUCK | | | | | | | | | |
| DEBT INT-JT LIB CONSTN - DEBT EXCL. | \$ 4,966 | \$ 3,800 | \$ 2,600 | \$ 1,500 | \$ 500 | | 500 | | |
| DEBT INT-JT LIB LEASE PURCHASE-DEBT EXCL. | \$ 1,291 | \$ 1,050 | \$ 750 | \$ 450 | \$ 150 | | 150 | | |
| DEBT INT-TOWN HALL \$244K | \$ 861 | \$ 700 | \$ 500 | \$ 300 | \$ 100 | | 100 | | |
| DEBT INT-TOWN HALL POLICE STATION-DEBT EXCL. | \$ 62,178 | \$ 54,075 | \$ 47,150 | \$ 43,050 | \$ 39,100 | | 39,100 | | |
| DEBT INT-QUINT FIRE TRUCK-DEBT EXCL. | \$ 2,869 | \$ 956 | | | | | - | | |
| DEBT INT-CULVERTS/DRAINS/ROADS-DEBT EXCL. | \$ 13,948 | \$ 13,119 | \$ 12,230 | \$ 10,830 | \$ 8,740 | | 8,740 | | |
| DEBT INT-ESCO | \$ 5,040 | \$ 4,530 | \$ 3,990 | \$ 3,420 | \$ 2,760 | | 2,760 | | |
| DEBT INT-HW TRACKLESS MACHINE-DEBT EXCL. | \$ 675 | | | | | | - | | |
| DEBT INT-TEMP LOANS | | | | | | | - | | |
| DEBT INT-'15 STATE HOUSE NOTE | | \$ 21,862 | \$ 10,935 | \$ 7,695 | \$ 4,523 | | 4,523 | | |
| (751) DEBT INT Total | \$ 91,828 | \$ 100,092 | \$ 78,155 | \$ 67,245 | \$ 55,873 | \$ - | \$ 55,873 | \$ (11,373) | -16.9% |
| (911) RETIREMENT | | | | | | | | | |
| (007) EXPENSES | \$ 563,272 | \$ 589,102 | \$ 668,111 | \$ 728,457 | \$ 794,018 | | 794,018 | | |
| (007) EXPENSES-FORMER EMPLOYEE PENSION | \$ - | \$ - | \$ - | \$ - | | | - | | |
| (007) ECO RETIREMENT | \$ - | \$ 19,822 | \$ 20,163 | \$ 20,717 | \$ 22,271 | | 22,271 | | |
| (911) RETIREMENT Total | \$ 563,272 | \$ 608,924 | \$ 688,274 | \$ 749,174 | \$ 816,289 | \$ - | \$ 816,289 | \$ 67,115 | 9.0% |
| (914) EMPLOYEE BENEFITS | | | | | | | | | |
| (007) EXPENSES - GROUP INSURANCE | \$ 571,488 | \$ 545,425 | \$ 617,631 | \$ 638,415 | \$ 792,169 | \$ (32,000) | 760,169 | | |
| (001) SALARIES & WAGES | \$ 4,665 | \$ 576 | \$ - | \$ 7,000 | | | - | | |
| (007) EXPENSES-COMPENSATED ABSENCES | | | | | \$ 22,400 | | 22,400 | | |
| (914) INSURANCE GROUP Total | \$ 576,153 | \$ 546,001 | \$ 617,631 | \$ 645,415 | \$ 814,569 | \$ (32,000) | \$ 782,569 | \$ 137,154 | 21.3% |
| (916) FICA / MEDICARE | | | | | | | | | |
| (007) EXPENSES-FICA MEDICARE | \$ 49,290 | \$ 53,503 | \$ 58,286 | \$ 57,856 | \$ 59,013 | | 59,013 | | |
| (916) FICA / MEDICARE Total | \$ 49,290 | \$ 53,503 | \$ 56,721 | \$ 57,856 | \$ 59,013 | \$ - | \$ 59,013 | \$ 1,157 | 2.0% |
| (945) GENERAL INSURANCE | | | | | | | | | |
| (007) EXPENSES | \$ 116,812 | \$ 116,924 | \$ 122,540 | \$ 127,308 | \$ 135,000 | | 135,000 | | |
| (945) GENERAL INSURANCE Total | \$ 116,812 | \$ 116,924 | \$ 122,540 | \$ 127,308 | \$ 135,000 | \$ - | \$ 135,000 | \$ 7,692 | 6.0% |

Town of Wenham FY20 Recommended Budget

| | FY 2016 ACTUAL | FY 2017 ACTUAL | FY 2018 ACTUAL | FY 2019 BUDGET | FY20 SUBMITTED | Increase/ (Decrease) | FY20 ADJUSTED | \$ Change Y/Y | % Change Y/Y |
|--|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|----------------------------|-----------------------------|----------------------------|--------------------|
| (990) INTERFUND TRANSFERS OUT (OPEB) | | | | | | | | | |
| (010) OTHER FINANCING USES | \$ 20,000 | \$ 20,000 | \$ - | \$ 40,000 | \$ 50,000 | | 50,000 | | |
| (990) INTERFUND TRANSFERS OUT Total | <u>\$ 20,000</u> | <u>\$ 20,000</u> | | <u>\$ 40,000</u> | <u>\$ 50,000</u> | <u>\$ -</u> | <u>\$ 50,000</u> | <u>\$ 10,000</u> | <u>25.0%</u> |
| TOTAL GENERAL FUND | <u>\$ 15,150,419</u> | <u>\$ 16,553,650</u> | <u>\$ 17,275,883</u> | <u>\$ 18,575,965</u> | <u>\$ 20,185,069</u> | <u>\$ (268,272)</u> | <u>\$ 19,916,797</u> | <u>\$ 1,340,832</u> | <u>7.2%</u> |
| (029) WATER FUND | | | | | | | | | |
| (450) WATER DEPARTMENT | | | | | | | | | |
| (001) SALARIES & WAGES | \$ 156,415 | \$ 162,848 | \$ 166,489 | \$ 174,048 | \$ 179,549 | | 179,549 | | |
| (002) CONTRACT SERVICES | | \$ - | | \$ - | | | - | | |
| (007) EXPENSES | \$ 132,382 | \$ 130,026 | \$ 136,234 | \$ 136,458 | \$ 137,958 | | 137,958 | | |
| (008) CAPITAL OUTLAY | \$ - | \$ 29,034 | \$ 4,631 | \$ 94,632 | \$ 39,632 | | 39,632 | | |
| (009) DEBT SERVICE -WAT TOWER CONSTRUCTION | \$ 82,400 | \$ 80,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | | 75,000 | | |
| (009) DEBT SERVICE -WAT TOWER PAINTING | \$ 37,000 | \$ 37,000 | \$ 36,000 | | | | - | | |
| (009) DEBT INT -WAT TOWER CONSTRUCTION | \$ 6,784 | \$ 5,400 | \$ 2,250 | \$ 2,250 | \$ 750 | | 750 | | |
| (009) DEBT INT -WAT TOWER PAINTING | \$ 2,013 | \$ 1,226 | \$ 405 | | | | - | | |
| (008) ART-PLEASANT ST PUMP | | | | | | | - | | |
| (450) WATER DEPARTMENT Total | <u>\$ 416,994</u> | <u>\$ 445,533</u> | <u>\$ 421,008</u> | <u>\$ 482,388</u> | <u>\$ 432,889</u> | <u>\$ -</u> | <u>\$ 432,889</u> | <u>\$ (49,499)</u> | <u>-10.3%</u> |
| (990) INTERFUND TRANSFERS OUT | | | | | | | | | |
| (010) OTHER FINANCING USES | | | | | | | | | |
| (990) INTERFUND TRANSFERS OUT Total | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | | |
| (060) WATER FUND Total | <u>\$ 416,994</u> | <u>\$ 445,533</u> | <u>\$ 421,008</u> | <u>\$ 482,388</u> | <u>\$ 432,889</u> | <u>\$ -</u> | <u>\$ 432,889</u> | <u>\$ (49,499)</u> | <u>-10.3%</u> |
| Grand Total | <u>\$ 15,567,412</u> | <u>\$ 16,999,183</u> | <u>\$ 17,696,891</u> | <u>\$ 19,058,353</u> | <u>\$ 20,617,958</u> | <u>\$ (268,272)</u> | <u>\$ 20,349,686</u> | <u>\$ 1,291,333</u> | |

Town of Wenham FY20 Recommended Budget

| | FY 2016 ACTUAL | FY 2017 ACTUAL | FY 2018 ACTUAL | FY 2019 BUDGET | FY20 SUBMITTED | Increase/ (Decrease) | FY20 ADJUSTED | \$ Change Y/Y | % Change Y/Y |
|--------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-------------------------|----------------------|-------------------|-----------------|
| General Government | \$ 1,047,004 | \$ 1,163,270 | \$ 1,164,254 | \$ 1,272,307 | \$ 1,401,010 | \$ (44,072) | 1,356,938 | | |
| Public Safety | \$ 1,988,485 | \$ 2,123,117 | \$ 2,227,194 | \$ 2,332,846 | \$ 2,531,384 | \$ (67,500) | 2,463,884 | | |
| Education | \$ 8,158,490 | \$ 8,896,867 | \$ 9,364,100 | \$ 10,213,059 | \$ 10,915,167 | \$ - | 10,915,167 | | |
| Public Works | \$ 1,056,950 | \$ 1,276,439 | \$ 1,353,230 | \$ 1,373,509 | \$ 1,645,189 | \$ (95,500) | 1,549,689 | | |
| Water | \$ 416,994 | \$ 445,533 | \$ 421,008 | \$ 482,388 | \$ 432,889 | \$ - | 432,889 | | |
| Health & Human Services | \$ 136,286 | \$ 149,970 | \$ 150,576 | \$ 163,748 | \$ 204,451 | \$ (29,200) | 175,251 | | |
| Culture & Recreation | \$ 883,049 | \$ 943,543 | \$ 974,208 | \$ 1,038,499 | \$ 1,072,124 | \$ - | 1,072,124 | | |
| Debt Service | \$ 554,628 | \$ 655,092 | \$ 557,155 | \$ 562,245 | \$ 540,873 | \$ - | 540,873 | | |
| Other | \$ 1,325,527 | \$ 1,345,352 | \$ 1,485,166 | \$ 1,619,753 | \$ 1,874,871 | \$ (32,000) | 1,842,871 | | |
| Total | \$ 15,567,412 | \$ 16,999,183 | \$ 17,696,891 | \$ 19,058,353 | \$ 20,617,958 | \$ (268,272) | \$ 20,349,686 | | 6.8% |
| | | \$ - | | | | | | | |
| TOTAL REVENUE & FREE CASH | \$ 17,200,612 | \$ 17,649,894 | \$ 18,193,535 | \$ 19,190,911 | \$ 19,683,903 | \$ - | \$ 19,683,903 | \$ 492,992 | 2.6% |
| AVAILABLE BALANCE PER BUDGET | \$ 1,633,200 | \$ 650,711 | \$ 496,643 | \$ 132,557 | \$ (934,055) | \$ 268,272 | \$ (665,783) | | |

FY20 BUDGET REQUESTS ABOVE LEVEL SERVICES
Aggregated Consensus BOS and FinCom Feedback - 02.14.19

| Request Detail | Department | FY20 Cost Impact | Other Considerations | BOS Priority Ranking | FinCom Priority Ranking | Consensus Ranking |
|--|----------------------------|------------------|--|----------------------|--|--|
| NEW STAFFING | | | | | | |
| Part-time (19 hour/week) Facilities support staff position | Building & Grounds | \$24,900 | All Town facilities are currently managed by 1 full-time Facilities Manager position. Position would not be benefit eligible. | Medium | Medium | Medium |
| Increase in full-time Finance Assistant and Payroll Coordinator's position by 6.5 hours/week | Finance | \$4,100 | Position is budgeted at 30 hours/week. 36.5 hour/workweek would mirror Town Hall schedule. Two year phase-in, adding 3 hours FY20 (to 33 hrs/wk) and 3.5 additional hrs/wk in FY21. Position is already benefit eligible. | High | High | High |
| Full-time Police Officer (11th) | Police Department | \$21,000* | Figure is net of \$46,800 decrease in personnel costs related to reserve officers if new full-time officer is added and does not include \$16,000 annual cost (placeholder) to cover the Town's share of premium costs for a family health insurance plan (those costs are included in Employee Benefits line item); New hire would be eligible for 5% annual increase in base pay above and beyond COLA for next 4 FYs. | Medium | Medium | Medium |
| Part-time (4 hour/week) Emergency Management Coordinator | Police Department | \$6,250 | Emergency Management duties are currently split between Fire Chief, Police Chief, and Public Health Nurse. Budget would be not-to-exceed and compensated based on hours actually worked (not a stipend). | Low | Low | Low |
| Full-time Driver/Operator | Department of Public Works | \$50,500* | Entry-level position would be eligible for 2 separate ~12% wage increases (above and beyond COLA) - the 1st after 6 months and the 2nd after 18 months of employment; Figure does not include \$16,000 annual cost (placeholder) to cover the Town's share of premium costs for a family health insurance plan (those costs are included in Employee Benefits line item). | High | Low - contingent on support to move from loose leaf to bagged leaf pick-up based on projected savings of \$40k/year and cost avoidance of another \$67k in new staff | Low - contingent on support to move from loose leaf to bagged leaf pick-up based on projected savings of \$40k/year and cost avoidance of another \$67k in new staff |
| COMPENSATION ADJUSTMENTS | | | | | | |
| Stipends for Board of Assessors | Assessors | \$5,400 | Seeking \$2,400/year for Chair and \$1,500/year for other 2 elected positions; Wenham BOA used to receive some stipend pre-1995 | Low | Low | Low |
| Increase in hourly rate of Administrative Assistant to Town Clerk | Town Clerk | \$3,828 | Position is currently underpaid based on internal and external comp data. Two year phase-in, increasing from \$15.87 to \$21.50/hr in FY20 and then to \$23.68/hour in FY21. | Low/Medium | Medium/High | Medium/High |
| Increase in hourly rate for COA Administrative Assistant and Van Drivers | Council on Aging | \$4,750 | Positions are currently underpaid based on increases to minimum wage and external comp data. | High | Medium/High | Medium/High |
| EXPENSE INCREASES | | | | | | |
| Addition of IT Back-up Disaster and Recovery Services | Information Technology | \$8,400 | Existing systems are not sufficient to ensure uninterrupted access to Town data in the event of an emergency. | Medium/High | High | High |
| Tree Planting | Tree Warden | \$10,000 | To continue commitment to tree planting program. Would cover cost of approx 20 new street trees. \$10k in FY19 tree plantings covered by FY18 RFT. | Medium/High | Low/Medium | Medium |
| Part-time (4 hours/week) consultant to support Age- and Dementia-Friendly Community initiative | Council on Aging | \$5,500 | With our Community Compact grant expiring in May 2019, this funding would ensure our efforts on this work to date would remain a priority, given limitations of current COA staff. Goal would be to supplement the Town's contribution with new grant funding to increase the hours back to the 8-10/week funded in FY19 | Low/Medium | Low/Medium | Low/Medium |

FY20 BUDGET REQUESTS ABOVE LEVEL SERVICES
Aggregated Consensus BOS and FinCom Feedback - 02.14.19

| Request Detail | Department | FY20 Cost Impact | Other Considerations | BOS Priority Ranking | FinCom Priority Ranking | Consensus Ranking |
|-------------------------------|----------------------------|------------------|--|----------------------|-------------------------|-------------------|
| NEW CAPITAL ITEMS | | | | | | |
| Backhoe | Department of Public Works | \$40,000 | Cost reflects Year 1 payment of proposed 3 year lease-to-own agreement. Total acquisition cost would be \$120k. | Medium/High | Low | Medium |
| Highway Road Capital | Department of Public Works | \$45,000 | Total FY20 request is \$90k. Total FY19 appropriation for this purpose was \$85k (\$40k in operating budget and \$45k from FY17 Free Cash). Town has committed to increasing this line item by \$5k/year for the past several FY's but is simply looking to level fund at \$85k for FY20 given budget constraints. | Medium/High | Medium/High | Medium/High |
| Computers for Police Cruisers | Police Department | \$24,000 | See CIP detail sheet. | Low/Medium | Low | Low |
| Protective Gear | Fire Department | \$26,000 | Would cover costs of purchasing 11 sets of new gear. 2nd half planned to be replaced in FY21 (another \$25k). | High | High | High |
| Air Packs (SCBA) | Fire Department | \$15,000 | Would cover costs of purchasing 2 new air packs. Other 2 planned to be replaced in FY21 (another \$15k) | High | High | High |
| Roof Replacement | Council on Aging | \$21,000 | See CIP detail sheet. | Medium | Medium/High | Medium |
| Carpet Replacement | Council on Aging | \$3,000 | See CIP detail sheet. | Low/Medium | Low | Low |

| | |
|---|------------------|
| Total Cost of Consensus High Priorities (not to exceed \$135k) | \$107,078 |
|---|------------------|