



Town of Wenham
BOARD OF SELECTMEN
AGENDA

Tuesday December 4th

5:00 PM

Wenham Town Hall – 138 Main Street

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

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

5:00 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.

- Wenham Call Firefighters Association

5:30 P.M.

PUBLIC INPUT: ITEMS NOT ON THE AGENDA

ANNOUNCEMENTS

JW

1. Curbside Leaf Pick-up Update
2. 375th Anniversary Historic Mock Town Meeting, First Church in Wenham – December 5, 6:30pm
3. Toys for Tots sponsored by Wenham Fire & Police – December 8, 9:00am – 2:00pm
4. Board of Health Public Hearing Regarding Proposed Change in Local Tobacco Regulations – December 13, 7:00pm
5. Wreaths Across America Ceremony – December 15, 12:00pm

5:35 P.M.

REPORTS

TOWN ADMINISTRATOR – Update

CHAIRMAN

SELECTMEN

5:40 P.M.

CONSENT AGENDA

JC

A. Minutes

Open Session: October 23, 2018

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

5:45 P.M.

NEW BUSINESS

B. Used Car Dealer License Renewals (30 minutes):

CH

Burnett's Garage, Inc. – 60 Maple Street

Fallon's Auto Service, Inc. – 233 Main Street

Freeman's Garage – 34 Arbor Street

C. Status Update on Regional Dispatch and Review of Proposed New Intermunicipal Agreement for the Joint Provision of Public Safety Communications, Dispatch and Operations Services (20 minutes)

JC

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

CH

6:35 P.M.

ANTICIPATED ADJOURNMENT

ANNOUNCEMENTS – BOARD OF SELECTMEN MEETING – *December 4, 2018*

Jack Wilhelm

1. Curbside Leaf Pick-up Update (will be updated Tuesday prior to the meeting)

The DPW will continue their first round of loose leaf collection tomorrow along Walnut Road and Larch Row to 1A. The DPW will make every effort to pass through each street twice, but due to the uncertainty of the weather this time of year, it is not always possible. Please use caution when moving loose leaves to the curb for pick-up and refrain from blowing leaves into the road which can be hazardous to motorists. Check the Town website for the scheduled route and daily status updates and contact the DPW with questions at 978-468-5520 x6.

2. 375th Anniversary Historic Mock Town Meeting, December 5, 6:30pm

Tomorrow night join the Town of Wenham, 375th Anniversary Committee, and the First Church for a Historic Mock Town Meeting. Celebrate the end of Wenham's 375th Anniversary year through this interactive history of Town Meeting in Wenham from 1643 to 2018. The interactive program will take place from 6:30-7:30 pm in the Sanctuary and then complimentary refreshments and a cash bar will be served from 7:30-9:00 pm in Holland Hall where Town Meeting artifacts, photos, and history will be displayed.

3. Toys for Tots –December 8, 9:00am – 2:00pm

The Wenham Fire & Police Departments will once again be hosting a Toys for Tots drive on Saturday, December 8th, 9:00am - 2:00pm. Bring your new, unwrapped toys and help stuff a cruiser or fire truck. Meet your Public Safety Team Members, Santa and Sparky the Fire Dog! Call 978-468-5508 or email fireprevention@wenhamma.gov with any questions.

Jack Wilhelm

4. Board of Health Public Hearing Regarding Proposed Change in Local Tobacco Regulations – December 13, 7:00pm

The Wenham Board of Health will conduct a public hearing, per M.G.L. Chapter 111 Section 31, at 7:00 pm on Thursday, December 13th in the 2nd floor conference room at Town Hall to gather public input on potential amendments to regulations regarding the “Sale of Tobacco Products to Minors,” including increasing the minimum legal sale age to twenty-one (21). Current regulations and proposed amendments can be found on the Board of Health page of the Town website or by visiting their office during regular Town Hall hours.

5. Wreaths Across America, Saturday, December 15, 12:00pm

Join the Veterans Committee at the Main Street Cemetery on Saturday, December 15th, 12:00pm for the Wreaths Across America ceremony where over 200 wreaths will be placed on veterans graves throughout the cemetery simultaneously with participants at Arlington National Cemetery and other communities across the nation. Call the Town Administrator’s Office at 978-468-5520 x2 or email nroebuck@wenhamma.gov with any questions.



DEPARTMENT OF PUBLIC WORKS PRESS RELEASE

The Wenham Department of Public Works annual leaf collection will begin **November 13, 2018** with one to two passes of loose leaf collection followed by a bagged leaf collection in December, if needed.

The DPW makes every effort to pass through each street twice, but due to the uncertainty of the weather this time of year, it is not always possible. Weekly status updates will be posted to the town website www.wenhamma.gov.

Please use caution when moving loose leaves to the curb for pick-up and refrain from blowing leaves in to the road which can be hazardous to motorists.

Loose leaf collection will occur in the following order:

- West side of town, Maple Street at the Danvers Town Line and continue down Maple picking up the side streets, i.e. Birch, Burley, Puritan, Mayflower etc.
- At Topsfield Road, the DPW will head easterly, picking up all side streets and then westerly to the Hilltop Road/Burnham Road area.
- The DPW will continue to Cedar Street, then Cherry Street and all side streets off Cherry to Route 1A.
- The department will then jump to the easterly side of town at Grapevine and the Beverly line. From there, the DPW will head westerly down Grapevine Road, picking up all side streets.
- The DPW will continue on to Dodges Row, Walnut Street and Larch Row to Route 1A, then Fairview, Patti, Fiske, Lake, and Great Pond roads.
- Lastly, the DPW will pick-up Main Street, Arbor Street, Perkins, Porter and all side streets.

If needed, a bagged leaf pick-up will be conducted in December. In the event that we receive a significant snowfall, a bagged leaf pick-up will be conducted in the spring. All leaves must be placed curbside in PAPER BAGS or open trash barrels by 7:00am. No plastic bags are allowed.

Please contact the Wenham DPW with any questions at 978-468-5520 Ext #6.

A historical map of Wenham, Massachusetts, showing land parcels, roads, and buildings. The map is in a sepia tone. Overlaid on the map is a large yellow rectangle containing the event title and date. At the bottom of the map is a yellow banner with contact information. In the bottom right corner is a logo for the 375th anniversary.

JOIN US FOR THE

HISTORIC MOCK TOWN MEETING

An interactive history of
Town Meeting in Wenham, MA

December 5, 2018, 6:30 p.m.
At the First Church

Sponsored by the Town of
Wenham, Wenham's 375th
Anniversary Committee, and the
First Church

For questions or accommodations, please contact Jackie Bresnahan
at 978-468-5520 ext. 4 or jbresnahan@wenhamma.gov

375th
Town of Wenham
Anniversary Celebration
1623-2018



DECEMBER 8TH 9 TO 2 **WENHAM PUBLIC** **SAFETY TOY DRIVE**

Come Meet the fire and police Members
Please come drop off a new unwrapped toy
and help us with this great cause to stuff a
Fire truck and Police cruiser !!!!!

If you cannot make it, you can drop off toys
at the Police or Fire Station also.

Don't be shy come
out and meet your
public Safety
members

Meet Sparky the
Fire dog and
Santa

Drop off a toy!!

In front of the Fire
Station

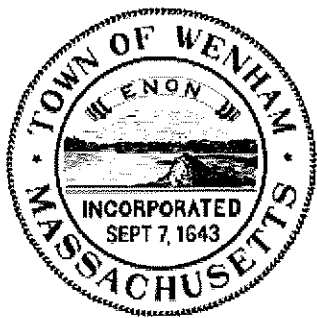
WENHAM FIRE AND POLICE

140 Main St.

978-468-5508

Fireprevention@wenhamma.gov

12/8/2018 9am to 2pm



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

BOARD OF HEALTH

TEL 978-468-5520 Ext. 4 FAX 978-468-8014

RECEIVED NOVEMBER 9, 2018

NOTICE OF A PUBLIC HEARING

The Wenham Board of Health will conduct a public hearing, per M.G.L. Chapter 111 Section 31, at 7:00 pm on Thursday, December 13, 2018 in the Wenham Town Hall, 138 Main Street, Wenham, MA in the 2nd floor conference room to gather public input on amendments to the "Sale of Tobacco Products to Minors," regarding increasing the minimum legal sale age to twenty-one (21). A draft copy can be found in the Board of Health Office at Wenham Town Hall during regular business hours.

Dr. Andrew Ting, Chair
Wenham Board of Health

To be published in the Hamilton-Wenham Chronicle
on Thursday, November 29 and Thursday, December 6, 2018



Main Street Cemetery
Saturday, December 15th, 12:00pm

Join the Veterans Committee for the Wreaths Across America ceremony where 200 wreaths will be placed on veterans graves throughout the cemetery simultaneously with participants at Arlington National Cemetery and other communities across the nation.

Call the Town Administrator's Office at 978-468-5520 x2 or email nroebuck@wenhamma.gov with any questions.



BOARD OF SELECTMEN MEETING

December 4, 2018

REPORTS

- TOWN ADMINISTRATOR – Update
- CHAIRMAN
- SELECTMEN



Town of Wenham

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

MEMORANDUM

TO: Board of Selectmen
FROM: Peter Lombardi, Town Administrator
RE: Town Administrator's Report
DATE: December 4, 2018

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.

BOARD OF SELECTMEN MEETING

December 4, 2018

**CONSENT AGENDA
DRAFT MOTION**

I move to approve all remaining items in the Consent Agenda as presented, including the release of sets 1 and 2 of the October 23, 2018 Executive Session meeting minutes.

BOARD OF SELECTMEN MEETING

December 4, 2018

CONSENT AGENDA

A.

Meeting Minutes

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

TOWN OF WENHAM
Board of Selectmen
Meeting of October 23, 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 October 23, 2018 at 6 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 YouTube HWCAM.

Welcome & Call to Order

With a quorum present, Ms. Harrison called the BOS meeting to order at 5:30 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 #1– Wenham Call Firefighters Association

Vote: Ms. Harrison moved to enter into Executive Session under M.G.L. Ch. 30A, § 21 (3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigation position of the public body and the chair so declares and to continue in Executive Session #2. The motion carried unanimously by roll call vote.

Executive Session #2 - Hamilton Wenham Regional Education Association

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

The Board returned to open session at 6:23 pm and recessed until 6:30 pm.

The Agenda was taken out of order

The Board acknowledged Gary Cheeseman for organizing a group to paint the mural for the Town's 375 Anniversary which included history of the Town and the Town Seal. Andrew Beckwith spoke on behalf of his neighbors who worked on the painting which included 2 to 15 year old neighborhood children.

In celebration of Wenham's 375th Anniversary, a mural was painted by Abby (10), Abigail (8), Alex (9), Jacob (15), Julian (6) Gabe (13), Nat (9), Nika (4), and Teagan (8) with the artistic assistance of Larissa Doronina and organizational skills of Karen Beckwith.

Inspiration for the mural came from the paintings of Contemporary Folk artist Valerie McCaffrey of Beverly. Prints of her Wenham in All Seasons oil painting, commissioned by the Wenham Museum in 2015, are available on their website, and all involved wish to thank the museum for introducing these children to her art!

The 375th Anniversary mural, including a graphic replica of our original Town Seal, was originally created for a float in Wenham's 375th Anniversary Parade on September 8, 2018. The mural is now presented to the Town of Wenham by the two families who created it for display during our anniversary year.

Public Input- There was none.

Announcements

- Pumpkin Fest 2018 hosted by HW Recreation Dept., October 27th, 12:30pm to 5:30pm - With pumpkin carving, face painting, arts & crafts, games, a bouncy house, a children's costume parade & dance party there will be no shortage of family fun. The afternoon fun wraps up with Pumpkins in the Park when all carved pumpkins are illuminated and line the border of Patton Park's Weaver Pond while the sun sets.

- All activities will be held at the Hamilton Public Safety Building and are sponsored by the Hamilton-Wenham Recreation Department, Hamilton Fire & Police Departments, Early Childhood Partners, the Hamilton-Wenham Library, the Hamilton-Wenham Mother's Club, the Community House & TM Landscaping.
- Rain Plan: Pumpkin carving is on, rain or shine. If heavy rain falls, the outdoor activities will be cancelled and the pumpkin lighting will be postponed to Monday, October 29th at 5pm.
- Hydrant Flushing Begins October 29th - [Monday, October 29, 2018, the Wenham Water Department will begin flushing fire hydrants](#). Flushing will continue through November 9 and will be conducted between the hours of 8am - 2pm. The Town website will provide specific location updates as they are available.

Please be advised that you may experience a drop-in water pressure as well as some discoloration of the water during this process. The discoloration of the water is only temporary and does not indicate a problem with the water. If your water does become discolored, turn on an outside faucet to clear the water line before doing any laundry or cleaning. The Water Department will continue to monitor the water quality during this period to ensure that the water remains safe to drink. We apologize for any inconvenience this may cause, but flushing is an important part of our system maintenance. Please contact Erik Mansfield, Wenham Water Superintendent at (978)468-5520 ext.6 with any questions or concerns you may have.
- Community Preservation Committee (CPC) Public Hearing November 1st at 7:00pm - The CPC invites residents to attend their annual public hearing on November 1st at 7 pm. The hearing will be an opportunity to discuss preservation needs and possibilities in the upcoming year. The hearing will be held at Wenham Town Hall. The CPC is now accepting applications for CPA funding for the 2019 Annual Town Meeting. Applications are due to the Town Administrator's Office on Monday, January 7, 2019 at 4:00 pm. Application materials can be found online on the CPC page of the Town's website or hard copy in Town Hall. Questions regarding the public hearing or application process and deadline, can be directed to jbresnahan@wenhamma.gov or 978-468-5520 ext. 4.
- Curbside Leaf Pick-up to Begin on November 13th - The Wenham Department of Public Works annual leaf collection will begin November 13th with one to two passes of loose leaf collection followed by a bagged leaf collection in December if needed. Please use caution when moving loose leaves to the curb for pick-up and refrain from blowing leaves into the road which can be hazardous to motorists. The DPW will begin on the west side of Wenham moving east. They'll make every effort to pass through each street twice, but due to the uncertainty of the weather this time of year, it is not always possible. Check the town website: www.wenhamma.gov for the scheduled route and weekly status updates. Please contact the Wenham DPW with any questions at (978)468-5520 ext 6.
- [Wreaths Across America in Wenham Sponsorship Information](#) - On Saturday, December 15th at 12:00pm, the Town of Wenham will lay wreaths on our Veterans' graves simultaneously with participants at Arlington National Cemetery and communities across the nation. You can help by sponsoring a wreath for \$15 each, volunteering, or inviting friends to help. To learn more about Wreaths Across America including a link to online donations for wreaths in Wenham, visit the Town website: wenhamma.gov through December 3rd. Donations by check will be accepted during regular Town Hall Hours in the Treasurer/Collectors Office through November 26th and made payable to: [Wreaths Across America TM](#). Contact Karen Tyler, Director of Veterans' Services at 978-356-3915, ktyler@eessexvets.com with any questions. Mr. Clemenzi gave a shout out to Scout leader Matt Bailey for talking to the Rod & Gun club for their support. Volunteers to lay the wreaths are being sought.

Reports

Town Administrator

- Flu Clinic - Last Wednesday, the Board of Health (BOH) held their 2nd annual flu clinic as part of series of Flu Clinics sponsored and run by the Hamilton & Wenham BOH. Turnout for the Wenham clinic was double that of last year, with 156 people being vaccinated (98 adults and 58 children) including residents and employees of Wenham, Hamilton, and HWRSD. This flu clinic also counted as an emergency preparedness drill for use of the Buker School as an emergency dispensing site for medication. There will be a final clinic for the season at the Hamilton COA on Friday, November 30th from 3:00-6:00 pm. The Wenham BOH still also has some doses available for those 18 and younger by appointment.
- Main Street Traffic Improvements- Central Transportation Planning Staff completed their analysis of potential traffic improvements to the Main Street corridor between Cherry and Arbor Street this summer. Their report examined a series of conceptual designs for each of these intersections based on the collective traffic patterns in our downtown corridor. Based on feedback from both MassDOT and the Town, the recommended project includes the installation of synchronized traffic signals at both Arbor Street / Friend Court and Cherry Street / The Maples.
- Last week, we met with MassDOT officials in seeking to move forward with this project. Since Route 1A is a state road and we have limited Chapter 90 funding available, MassDOT is actively seeking several different funding opportunities that would limit or eliminate the need for any local match funding for both the design and construction of this project (currently estimated at \$3.5M in total). A key component of that process is demonstrating proactive community outreach to all of the key stakeholders to ensure we have solicited feedback and have strong public support, as doing so would likely expedite state funding availability. A meeting to outline the proposed project is expected to be held in the next several weeks, with details to follow on the Town website.

Chair

Public Comment Period for Habitat for Humanity North Shore's 40 Hull Street Affordable Housing Project

Ms. Harrison reviewed in late September, Habitat for Humanity North Shore submitted a Chapter 40B Comprehensive Permit Application to the Department of Housing and Community Development (DHCD) for a 2 unit project at 40 Hull Street. Earlier this summer, the Affordable Housing Trust and Board of Selectmen approved use of \$230,000 in available funds from the Affordable Housing Trust in support of this "friendly 40B" project.

DHCD has a 30-day formal review and public comment period prior to issuing a determination of project eligibility. Please submit your comments to the Town Administrator's Office by Monday October 22, 2018 so that they can be aggregated and sent to DHCD. Once DHCD makes their determination, the project would then have to go through the standard review process by Wenham's land use boards, who would then hold their own public hearings.

The Town has received a couple of comments.

Consent Agenda

A. Approval of Minutes

Executive Session: September 25, 2018 (1) HELD; September 25, 2018 (2) HELD; September 25, 2018 (3) HELD

Vote: Mr. Clemenzi moved to approve item A in the Consent Agenda as presented, with all Executive Session meeting minutes from September 25, 2018 to be held until further notice. The motion carried unanimously.

New Business

Presentation on Status of Fire-based Emergency Medical Service (EMS) Pilot Program – Chief Kavanagh

➤ Wenham Fire Department Ambulance Report from Chief S. Kavanagh, October 17, 2018

Fire Chief Kavanagh was present and gave an update on the Fire based (Ambulance) EMS Pilot Program started in March of 2018. As part of this program Atlantic Ambulance still responds to emergencies through protocols in place and covers any additional Basic Life Support (BLS) calls as needed and all Advanced Life Support (ALS) calls.

Chief Kavanagh provided projected vs actual revenues and statistics to date. He observed improved response times and increased revenue to the Town.

Chief Kavanagh gave an overview of the (minimal) startup cost to the Town to provide an ambulance service and noted the value of equipment purchased through donations from the gift account and Wenham Fire Company

- Ambulance (used) \$7000 and stair chair – gift account \$3600
- Stretcher \$1960 and Lucas Device (automatic chest compression machine) \$16,000 – Wenham Fire Company

The ambulance is in queue to be replaced in 2021.

In closing, Chief Kavanagh recognized the hard work and dedication of the members of the Wenham Fire Department to the Town and to the residents.

Chief Kavanagh fielded questions from the Board.

Jeff Baxter arrived and spoke on the billing and contractual allowances from insurance companies; new insurance companies are being added daily.

Discussion on Options for Disposition of Old Council on Aging (COA) Van

- Memo regarding Options for Disposition of Old Council on Aging Van from P. Lombardi, October 18, 2018
- COA Van Gift Fund Revenue & Expenditures FY15-18
- Letter regarding Request for Donation of COA Van from Carlene White, President, Service Dog Project, Inc.
- The Chapter 30B Manual Procuring Supplies, Services and Real Property, Chapter 7: Disposal of Surplus Supplies, Commonwealth of the Inspector General, Glenn A. Cunha, Inspector General, November 2016

Jim Reynolds, COA Director was present.

Mr. Lombardi reviewed the Town purchased a new COA van at a purchase price \$60,000. The Town received an 80/20 local match state grant of \$48,000 and Town Meeting approved \$12,000 of Free Cash to pay the balance but money from the COA Van Gift Account was used instead.

The Town now must dispose of the 2009 Ford E350 Van with 129,000 miles.

Ten years ago, when the town went through this process, the van was donated to the Service Dog Project, Ipswich. This same group submitted a letter indicating their interest in the 2009 van.

The other option to donating the van is to sell the vehicle on Municibid, an online clearinghouse for the disposition of municipal property, and direct the proceed to either go to the General Fund or to the COA Van Gift Account.

The return for this vehicle was estimated at \$5,000.

Considering the Town's financial position, the Selectmen concurred to sell the van and for proceeds to go directly to the COA van gift account and the Town Administrator agreed this was appropriate.

DRAFT --JW

Vote: Ms. Harrison moved to declare the 2009 E350 COA Van surplus and that it be posted/sold on Municibid and the proceeds to go into the COA Van Gift account. The motion carried unanimously.

Referral of Request for Street Acceptance of Settlers Lane to Planning Board for Review

- Memo from Margaret Hoffman
- Email re Settlers Lane to B. Tyack, DPW Director from Peter Lombardi, Town Administrator, October 19, 2018
- Email re Street Acceptance Procedure – Settlers Lane from M. Hoffman, Planning Coordinator, October 16, 2018
- Letter re Settlers Lane/Street Acceptance from Peter C. Gourdeau, 75 Arbor Street Development LLC, July 15, 2018
- As Built Plan & Profile for Settlers Lane, December 18, 2017
- Letter re Settlers Lane/Street Acceptance from Peter C. Gourdeau, 75 Arbor Street Development LLC, July 15, 2018
- Settlers Lane Quit Claim Deed Draft
- Email re Settlers Lane from B. Tyack, DPW Director, February 20, 2018
- Email re Settlers Lane from T. Perkins, Chief, WPD, February 20, 2018
- Email re Settlers Lane from J. Bresnahan, Permitting Coordinator & Special Projects Manager, February 20, 2018
- Email regarding Settlers Lane from G. Bernhard, Health Agent, February 20, 2018

The BOS must formally refer the street acceptance to the Planning Board for recommendation to the BOS to place on the Town Meeting warrant.

Peter Gourdeau, the developer of the Settlers Lane, has indicated the required work on the road was completed and requested the Town proceed with the process to accept Settlers Lane as a town road.

Vote: Mr. Clemenz moved to refer the request for street acceptance of Settlers Lane to the Planning Board for their review and recommendation to Town Meeting. The motion carried unanimously.

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

There were none.

Executive Session #3 - Community Preservation Act Historic Preservation Restrictions

Vote: Ms. Harrison moved to enter into Executive Session #6 under M.G.L. Ch. 30A, § 21 – 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 regarding and to include Town Counsel Attorney Shirin Everett, KP Law, and to adjourn directly from Executive Session. The motion Carried unanimously by roll call vote.

Respectfully Submitted By
Catherine Tinsley
11.3.18

BOARD OF SELECTMEN MEETING

December 4, 2018

NEW BUSINESS

B.

Used Car Dealer License Renewals

➤ **Burnett's Garage, Inc. – 60 Maple Street**

Don Burnett

- Draft Motion
- 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 Worker's Comp. Insurance
- Proof of Automobile Liability Insurance & \$25,000 Bond
- Proof of Property Tax Payments
- Flammable Certificate Permit from the WFD
- Waste Oil Permit from the WFD
- Check for \$100
- Copy of 2018 License
- 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. Luise #3018, Trooper, MASS State Police, February 14, 2018

BOARD OF SELECTMEN MEETING

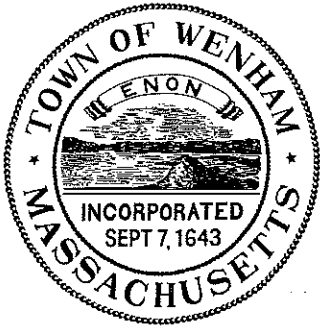
December 4, 2018

DRAFT MOTION

Annual Used Car Dealer License Renewal Burnett's Garage, Inc.

- 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 Burnett's Garage located at 60 Maple Street through December 31, 2019.

Seconded / Discussion/ Vote



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

Selectmen / Town Administrator
TEL 978-468-5520 x2 FAX 978-468-8014

MEMORANDUM

TO: Burnett's Garage Inc.
RE: Annual Application for Used Car Dealer's License – Class II
DATE: October 11, 2018

Enclosed please find your 2019 Application for a Class II: License to Buy, Sell, Exchange or Assemble Second Hand Motor Vehicles or Parts Thereof. In Massachusetts, automotive dealer regulations are mandated by state law but issued by local municipal offices.

In 2017, Town Meeting approved a new General Bylaw Ch.V, §17, under the authorizing statute, M.G.L. Ch.6, § 172B ½. The attached Regulations for State and National Criminal History Record Checks of Applicants for Licenses in Specified Occupations, were then adopted by the Board of Selectmen on March 3, 2018. These new regulations require **all applicants listed under Section 2 of the Bylaw to submit fingerprints to the Police Department within 7 days of submitting their application to the Board of Selectmen.**

Under this new procedure, licensing applicants must appear at the Wenham Police Department, 1 Friend Court, Wenham, for applicant processing and fingerprint collection Monday through Friday, between 8a.m. and 8p.m., excluding holidays. Licensing applicants will be required to consent to the collection and submission of their fingerprints for the purpose of conducting state and national criminal history screening. Presentation of a valid form of government issued identification is required. Applicants will be responsible for the additional fee of \$50, as referenced in section 4 of the Bylaw.

To obtain a Class II license, per M.G.L. Ch. 40, § 58, a \$25,000 bond must be posted in the event that a case judgment is brought against you for any of the following reasons, including failure to deliver a title, selling stolen vehicles, failure to disclose actual mileage or any attempts to cheat or misrepresent proper facts about the vehicle to its buyer.

Steps to complete for license renewal:

1. Complete the included Application for renewal and return with \$100 fee payable to the Town of Wenham
2. Complete the included CORI Acknowledgement Form
3. Provide proof of Worker's Compensation Insurance
4. Provide proof of Insurance for vehicles
5. Provide proof of Property Tax payments
6. Provide copy of Flammable Permit issued by the Wenham Fire Department
7. Provide proof of \$25,000 bond
8. Fingerprints must be submitted to the Wenham Police Dept. within 7 days of application submittal

Please return all required documents to the Town Administrator's Office by Friday, November 2, 2018, and contact us with any questions at 978-468-5520 ext. 2 or via email at nroebuck@wenhamma.gov.

THE COMMONWEALTH OF MASSACHUSETTS

OF

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a class II class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? Burnetts Garage Inc.

Business address of concern. No. 60 Maple St., Wenham, Mass. St.,
Wenham, MA — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? Corp.

3. If an individual, state full name and residential address.

4. If a co-partnership, state full names and residential addresses of the persons composing it.

Donald M. Burnett 60 Maple St., Wenham, MA.
David P. Burnett 58 Maple St., Wenham, MA.

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President Donald M. Burnett 60 Maple St., Wenham, MA.

Secretary

Treasurer David P. Burnett 58 Maple St., Wenham, MA.

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? _____

If so, is your principal business the sale of new motor vehicles? No.

Is your principal business the buying and selling of second hand motor vehicles? Yes

Is your principal business that of a motor vehicle junk dealer? No.

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

Main Garage - Seven Cars
Show Room - Four cars
Parking lot - Twenty Five cars

8. Are you a recognized agent of a motor vehicle manufacturer? No
(Yes or No)

If so, state name of manufacturer _____

9. Have you a signed contract as required by Section 58, Class 1? No
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? Yes.
(Yes or No)

If so, in what city — town Wenham, MA.

Did you receive a license? Yes For what year? 2018
(Yes or No)

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? No
(Yes or No)

Sign your name in full Donald Mr. Burnett
(Duly authorized to represent the concern herein mentioned)

Residence 60 Maple St. Wenham MA.

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)



TOWN OF WENHAM
138 MAIN STREET WENHAM, MA 01984

OFFICE: (978) 468-5520
FAX: (978) 468-8014

CRIMINAL OFFENDER RECORD INFORMATION (CORI)
ACKNOWLEDGEMENT FORM

TO BE USED BY ORGANIZATIONS USING CONSUMER REPORTING AGENCIES TO CONDUCT CORI CHECKS FOR EMPLOYMENT, VOLUNTEER, SUBCONTRACTOR, LICENSING, AND HOUSING PURPOSES.

Nicole J. Roebuck for the Town of Wenham is registered under the provisions of MGL c. 6 s. 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, and current licensees. The Board of Selectmen with the Town Administrator has authorized Nicole J. Roebuck to submit CORI checks to the Massachusetts Department of Criminal Justice Information Services (DCJIS) on its behalf.

As a prospective or current employee, subcontractor, volunteer, license applicant, or current licensee, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to Nicole J. Roebuck, on behalf of the Town of Wenham, to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Nicole J. Roebuck with written notice of my intent to withdraw consent to a CORI check.

Nicole J. Roebuck, on behalf of the Town of Wenham may conduct subsequent CORI checks within one year of the date this form was signed by me provided, however, that Nicole J. Roebuck must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

Donald M. Burnett
SIGNATURE

10-23-18
DATE

SUBJECT INFORMATION: (A red asterisk (*) denotes a required field)

Bornett Donald Murray
*Last Name *First Name Middle Name Suffix

None
Maiden Name (or other name(s) by which you have been known)

Beverly Mass.
*Date of Birth Place of Birth

*Last Six Digits of Your Social Security Number:

Sex: M. Height: 5 ft. 10 in. Eye Color: Brown Race: W

Driver's License or ID Number: State of Issue: Mass.

Eva Cummings Robert Murray Burnett
Mother's Full Maiden Name Father's Full Name

58 Maple St., Wenham MA. 46 Friend St. Beverly MA.
Current and Former Addresses:

Street Number & Name City/Town State Zip

Street Number & Name City/Town State Zip

The above information was verified by reviewing the following form(s) of government-issued identification:

VERIFIED BY: David P. Bornett
Name of Verifying Employee (Please Print)

David P Bornett
Signature of Verifying Employee



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Print Form

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Burnetts Garage Inc.

Address: 60 Maple St.

City/State/Zip: Wenham, Mass. Phone #: 978-468-4011

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: Cave Risk Services

Insurer's Address: 908 South Meridian Rd

City/State/Zip: Cheshire CT 06410

Policy # or Self-ins. Lic. # 01450331990000017 Expiration Date: 11/31/2019

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

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

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

Signature: Donald M Burnett Date: 10-23-18

Phone #:

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____

Workers Compensation and Employers Liability Insurance Policy

Insurer ID No (s): 34355
MA Retail Merchants WC Group Inc.
PO Box 859222-9222
Braintree, MA 02185-0000

Carrier Policy #:	Policy Period
014005033199118	01/01/2018 to 01/01/2019

Information Page	FEIN: 042431587	Renewal Agreement Carrier Prior Policy #: 014005033199117
Item 1: Named Insured and Address	Agency	
Burnetts Garage Inc 60 Maple St Wenham, MA 01984	New England Insurance Group - W Roxbury 5264 Washington St West Roxbury, MA 02132	

Schedule of Classifications : MA

Code No.	Classification	Payroll	Rate	Premium
8380	Automobile Service Or Repair C 01/01/18 - 01/01/19	\$ 111,706.00	3.08	\$ 3,441.00
8810	Clerical Office Employees Noc 01/01/18 - 01/01/19	\$ 0.00	0.07	\$ 0.00

Description	Percentage	Factor	Amount
Manual Premium			\$ 3,441.00
Rate Deviation (9037)	15.0000%		\$ 516.00
Merit Rating (9885)		0.9500	\$ 2,779.00
Standard Premium			\$ 2,779.00
Normal Premium			\$ 2,779.00
Expense Constant (1)			\$ 0.00
Domestic Terrorism C (9740)		0.0300	\$ 34.00
Annual Premium			\$ 2,813.00
DIA Assessment (930)	1.6100% / 1.6100%		\$ 53.00
Total			\$ 2,866.00

Merit Rating	Effective Date		Payroll	Rate	Charge
.9500	01/01/2018	Domestic Terrorism C	111,706.00	0.0300	34.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2018

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

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

PRODUCER Leslie Ray Insurance Agency, Inc 129 Dodge Street Beverly MA 01915	CONTACT NAME: Brad Sano PHONE (A/C, No, Ext): (978) 927-2600 E-MAIL ADDRESS: brads@leslieray.com FAX (A/C, No): (978) 927-8938
INSURED Burnett's Garage, Inc., DBA: Donald Burnett 60 Maple Street Wenham MA 01984	INSURER(S) AFFORDING COVERAGE INSURER A: MAPFRE Insurance INSURER B: Coastal Bonding & Ins., LLC INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2018-2019 Term REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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:			BDXPNK	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BDXPND	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM BI split limit \$ 100K/300K
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Bond			104447707	12/31/2017	12/31/2018	25,000

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

CERTIFICATE HOLDER

CANCELLATION

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

DATE (MM/DD/YYYY)

10/19/2018

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

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

PRODUCER Leslie Ray Insurance Agency, Inc 129 Dodge Street Beverly MA 01915		CONTACT NAME: Brad Sano PHONE (A/C, No, Ext): (978) 927-2600 FAX (A/C, No): (978) 927-8938 E-MAIL ADDRESS: brads@leslieray.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: MAPFRE Insurance	
		INSURER B: Coastal Bonding & Ins., LLC	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2018-2019 Term**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BDXPNK	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BDXPND	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM BI split limit \$ 100K/300K
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Bond			104447707	12/31/2018	12/31/2019	25,000

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

CERTIFICATE HOLDER**CANCELLATION**

Town of Wenham Town Hall 138 Main Street Wenham MA 01984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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TOWN OF WENHAM
OFFICE OF THE TAX COLLECTOR
138 MAIN ST
P.O. BOX 576
WENHAM, MA 01984
000004 0001211

TOWN OF WENHAM

FISCAL YEAR 2018 3RD QUARTER

ACTUAL REAL ESTATE TAX BILL

Applications for abatements due to Assessor's Office by: 02/01/2018

Interest at a rate of 14% per annum will accrue on
overdue payments until payment is made.

NEW! NEW! NEW!
Pay your bills online at:
www.wenhamma.gov



SCH 5-DIGIT 01915
BURNETT DONALD M
TRST MURRAY TRUST
58 MAPLE ST
WENHAM, MA 01984-1937



Phone: Office of the Collector: (978) 468-5520 Ext. 3
Office of the Assessor: (978) 468-5520 Ext. 5

Remove Remit Copy at perforation and mail with your check
payable to: **Town of Wenham**

Mail Payments to: TOWN OF WENHAM
P.O. Box 1071
Medford, MA 02155-0011

Office Hours: 9:00 AM - 4:30 PM Mon - Wed. - Thu.
9:00 AM - 7:00 PM Tuesday
9:00 AM - 1:00 PM Friday

TAX RATE	Residential	OpenSpace	Comm.	Industrial
PER \$1000	\$18.79	\$18.79	\$18.79	\$18.79

Collector of Taxes
Leslie Davidson

The Commonwealth of Massachusetts

Issue Date: 12/31/2017

Your Actual Real Estate Tax for the fiscal year beginning July 1, 2017
and ending June 30, 2018 on the Parcel of REAL ESTATE described
below is as follows:

Town of Wenham
138 Main Street
Wenham, MA 01984

Bill Number: 34875

Parcel: 24-3A

PROPERTY DESCRIPTION	
Acres: 1.330	Deed Date: 11/01/1985
Book / Page: 8000/ 365	Class: 130 310
Land Value	\$276,200
Building Value	\$380,600
Other Value / Credits	
Taxable Value	\$656,800

Total Liens	\$0.00
Total Real Estate Tax	\$12,341.28
Total CPA Tax	\$313.87
Total FY 18 Tax & Liens	\$12,655.15

Preliminary Tax	\$6,116.98
Preliminary Credits	\$-6,116.98
Preliminary Balance	\$0.00
Interest on Balance	\$0.00
3rd Quarter Tax Due:	\$3,187.89
3rd Quarter CPA Due:	\$81.20
3rd Quarter Lien	\$0.00
3rd Quarter Abatement	\$0.00

LOCATION: 58 MAPLE ST

Assessed Owner as of 01/01/2017:
BURNETT DONALD M
TRST MURRAY TRUST
58 MAPLE ST
WENHAM, MA 01984

pd. 1-24-18
CHH
21832

Pay this Amount ➡	\$3,269.09
Due & Payable ➡	02/01/2018

TAXPAYER'S COPY
2018 REAL ESTATE TAX

TOWN OF WENHAM
OFFICE OF THE TAX COLLECTOR
138 MAIN ST
P.O. BOX 576
WENHAM, MA 01984

TOWN OF WENHAM
FISCAL YEAR 2018 3RD QUARTER
ACTUAL PERSONAL PROPERTY TAX BILL

Applications for abatements due to Assessor's Office by: 02/01/2018

Interest at a rate of 14% per annum will accrue on
overdue payments until payment is made.

NEW! NEW! NEW!
Pay your bills online at:
www.wenhamma.gov



BURNETTS GARAGE INC.
BURNETTS GARAGE INC.
60 MAPLE ST
WENHAM, MA 01984

Remove Remit Copy at perforation and mail with your check
payable to: **Town of Wenham**

Mail Payments to: TOWN OF WENHAM
P.O. Box 1071
Medford, MA 02155-0011

Phone: Office of the Collector: (978) 468-5520 Ext. 3
Office of the Assessor: (978) 468-5520 Ext. 5

Office Hours: 9:00 AM - 4:30 PM Mon - Wed. - Thu.
9:00 AM - 7:00 PM Tuesday
9:00 AM - 1:00 PM Friday

TAXPAYER'S COPY
2018 PERSONAL PROPERTY

Collector of Taxes Leslie Davidson	<i>Paid</i> The Commonwealth of Massachusetts		Issue Date: 12/31/2017	
Your Actual Personal Property Tax for the fiscal year beginning July 1, 2017 and ending June 30, 2018 on the PERSONAL PROPERTY described below is as follows:	Town of Wenham 138 Main Street Wenham, MA 01984		Bill Number: 3688	
			Parcel: 240	
PROPERTY DESCRIPTION	TAX SUMMARY		Preliminary Tax	\$119.52
Class: 5020	TAX RATE PER \$1000 \$18.79		Preliminary Credits	\$-119.52
LOCATION: 60 MAPLE ST	Taxable Value	\$13,040	Preliminary Balance	\$0.00
	1st & 2nd Quarter Preliminary	\$119.52	Interest on Balance	\$0.00
	3rd Quarter Actual	\$62.75	3rd Quarter Tax Due:	\$62.75
	4th Quarter Actual	\$62.75	Pay this Amount →	\$62.75
	Total Actual Tax	\$245.02	Due & Payable →	02/01/2018

BURNETTS GARAGE INC.
BURNETTS GARAGE INC.
60 MAPLE ST
WENHAM, MA 01984

TOWN OF WENHAM
OFFICE OF THE TAX COLLECTOR
138 MAIN ST
P.O. BOX 576
WENHAM, MA 01984

TOWN OF WENHAM
FISCAL YEAR 2018 4TH QUARTER
ACTUAL PERSONAL PROPERTY TAX BILL

Interest at a rate of 14% per annum will accrue on
overdue payments until payment is made.

BURNETTS GARAGE INC.
BURNETTS GARAGE INC.
60 MAPLE ST
WENHAM, MA 01984

NEW! NEW! NEW!
Pay your bills online at:
www.wenhamma.gov



Remove Remit Copy at perforation and mail with your check
payable to: **Town of Wenham**

Mail Payments to: **TOWN OF WENHAM**
P.O. Box 576
Wenham, MA 01984

Phone: Office of the Collector: (978) 468-5520 Ext. 3
Office of the Assessor: (978) 468-5520 Ext. 5

Office Hours: 9:00 AM - 4:30 PM Mon - Wed. - Thu.
9:00 AM - 7:00 PM Tuesday
9:00 AM - 1:00 PM Friday

paid
Ch
#21917

Collector of Taxes Leslie Davidson		<i>The Commonwealth of Massachusetts</i>		Issue Date: 04/01/2018	
Your Actual Personal Property Tax for the fiscal year beginning July 1, 2017 and ending June 30, 2018 on the PERSONAL PROPERTY described below is as follows:		Town of Wenham 138 Main Street Wenham, MA 01984		Bill Number:	3688
				Parcel:	240
PROPERTY DESCRIPTION Class: 5020 LOCATION: 60 MAPLE ST	TAX SUMMARY		Preliminary & 3rd Quarter		\$182.27
	TAX RATE PER \$1000 \$18.79		Payments / Credits		\$-182.27
	Taxable Value \$13,040		Overdue Tax Balance		\$0.00
	1st & 2nd Quarter Preliminary \$119.52		Interest on Balance		\$0.00
	3rd Quarter Actual \$62.75		4th Quarter Tax Due:		\$62.75
	4th Quarter Actual \$62.75		Pay this Amount →		\$62.75
	Total Actual Tax \$245.02		Due & Payable →		05/01/2018

BURNETTS GARAGE INC.
BURNETTS GARAGE INC.
60 MAPLE ST
WENHAM, MA 01984

TAXPAYER'S COPY
2018 PERSONAL PROPERTY

TOWN OF WENHAM
OFFICE OF THE TAX COLLECTOR
P.O. BOX 576
138 MAIN STREET
WENHAM, MA 01984
000003 0001157



TOWN OF WENHAM

FISCAL YEAR 2019 FIRST QUARTER

PRELIMINARY REAL ESTATE TAX BILL

VOLUNTARY CONTRIBUTIONS

1. SCHOLARSHIP	\$ _____
2. EDUCATION	\$ _____
3. ELDERLY & DISABLED FUND	\$ _____
4. VETERAN'S ASSISTANCE FUND	\$ _____
TOTAL CONTRIBUTION	\$ _____
DONOR NAME: _____	
ADDRESS: _____	

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

5-DIGIT 01984
BURNETT DONALD M
TRST MURRAY TRUST
58 MAPLE ST
WENHAM, MA 01984-1937



Paid *Ch # 22010*

Office Hours: 9:00 AM - 4:30 PM Mon - Wed - Thu.
9:00 AM - 7:00 PM Tuesday
9:00 AM - 1:00 PM Friday

Enter the amount you wish to contribute and make a SEPARATE CHECK payable to: TOWN OF WENHAM. Your contribution is in addition to the Property Tax shown below. Return this portion along with the BOTTOM portion labeled 'REMITTANCE COPY' in the window envelope provided.

Collector of Taxes Leslie Davidson		<i>The Commonwealth of Massachusetts</i>		ISSUE DATE: 7/1/2018	
Your Preliminary Real Estate Tax for the fiscal year beginning July 1, 2018 and ending June 30, 2019 on the Parcel of REAL ESTATE described below is as follows:		Town of Wenham P.O. Box 1071 Medford, MA 02155-0011		BILL NUMBER: 34875	
				PARCEL: 24-3A	
PROPERTY DESCRIPTION		TAX SUMMARY		FIRST QUARTER PRELIMINARY TAX	
LOCATION: 58 MAPLE ST		Preliminary Real Estate Tax	\$6,170.64	First Quarter Tax	\$3,163.79
		Preliminary CPA Tax	\$156.94	Total Liens	
		Total Preliminary Tax	\$6,327.58	Interest	
Area: 1.330	CLASS: 1300	1st Quarter Preliminary Tax Due August 1, 2018	\$3,163.79	Payments	
BOOK: 365	PAGE: 8000	2nd Quarter Preliminary Tax Due November 1, 2018	\$3,163.79	Exemptions	
BURNETT DONALD M TRST MURRAY TRUST 58 MAPLE ST				Pay this Amount	\$3,163.79
Interest at a rate of 14% per annum will accrue on overdue payments until payment is made.				Due & Payable	08/01/2018

025012019190000034875800003163790801188

TAXPAYER COPY - FY 2019
REAL ESTATE TAX

TOWN OF WENHAM
OFFICE OF THE TAX COLLECTOR
138 MAIN ST
P.O. BOX 576
WENHAM, MA 01984
000004 0001211

TOWN OF WENHAM
FISCAL YEAR 2018 3RD QUARTER
ACTUAL REAL ESTATE TAX BILL

Applications for abatements due to Assessor's Office by: 02/01/2018

Interest at a rate of 14% per annum will accrue on
overdue payments until payment is made.

NEW! NEW! NEW!
Pay your bills online at:
www.wenhamma.gov



SCH 5-DIGIT 01915
BURNETT DONALD M
TRST MURRAY TRUST
58 MAPLE ST
WENHAM, MA 01984-1937



Remove Remit Copy at perforation and mail with your check
payable to: **Town of Wenham**

Mail Payments to: TOWN OF WENHAM
P.O. Box 1071
Medford, MA 02155-0011

Phone: Office of the Collector: (978) 468-5520 Ext. 3
Office of the Assessor: (978) 468-5520 Ext. 5

Office Hours: 9:00 AM - 4:30 PM Mon - Wed. - Thu.
9:00 AM - 7:00 PM Tuesday
9:00 AM - 1:00 PM Friday

TAX RATE	Residential	OpenSpace	Comm.	Industrial
PER \$1000	\$18.79	\$18.79	\$18.79	\$18.79

Collector of Taxes
Leslie Davidson

The Commonwealth of Massachusetts

Issue Date: 12/31/2017

Your Actual Real Estate Tax for the fiscal year beginning July 1, 2017
and ending June 30, 2018 on the Parcel of REAL ESTATE described
below is as follows:

Town of Wenham
138 Main Street
Wenham, MA 01984

Bill Number: 34875

Parcel: 24-3A

PROPERTY DESCRIPTION			
Acres: 1.330	Deed Date: 11/01/1985		
Book / Page: 8000/ 365	Class: 130 310		
Land Value	\$276,200	Total Liens	\$0.00
Building Value	\$380,600	Total Real Estate Tax	\$12,341.28
Other Value / Credits		Total CPA Tax	\$313.87
Taxable Value	\$656,800	Total FY 18 Tax & Liens	\$12,655.15
LOCATION: 58 MAPLE ST		Preliminary Tax	\$6,116.98
Assessed Owner as of 01/01/2017:		Preliminary Credits	\$-6,116.98
BURNETT DONALD M		Preliminary Balance	\$0.00
TRST MURRAY TRUST		Interest on Balance	\$0.00
58 MAPLE ST		3rd Quarter Tax Due:	\$3,187.89
WENHAM, MA 01984		3rd Quarter CPA Due:	\$81.20
		3rd Quarter Lien	\$0.00
		3rd Quarter Abatement	\$0.00

Pay this Amount → \$3,269.09
Due & Payable → 02/01/2018

TAXPAYER'S COPY

2018 REAL ESTATE TAX

pd. 1-24-18
CHFF
21832

Wenham Fire
140 MAIN ST
WENHAM, MA 01984

Permit Certificate

Date: 10/19/2018

Business Name: BURNETT'S GARAGE

Address: 60 MAPLE ST
WENHAM, MA 01984

Phone:

The following permit has been issued:

Permit No. 005595

Type: GASFLAMM Compressed Gas, Flammable - Flammable

Issued Date: 10/19/2018

Effective Date: 11/08/2018

Expiration Date: 11/09/2019

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact Wenham Fire for more information.

Inspector: Jeffrey Baxter

Date

10/19/18

Wenham Fire
140 MAIN ST
WENHAM, MA 01984

Permit Certificate

Date: 10/19/2018

Business Name: BURNETT'S GARAGE

Address: 60 MAPLE ST
WENHAM, MA 01984

Phone:

The following permit has been issued:

Permit No. 005596


Type: WO waste oil

Issued Date: 10/19/2018

Effective Date: 11/08/2018

Expiration Date: 11/09/2019

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact Wenham Fire for more information.

Inspector:  Jeffrey Baxter
Date: 10/19/18

BURNETT'S GARAGE, Inc.
60 MAPLE STREET
WENHAM, MASSACHUSETTS 01984

DATE	INVOICE	AMOUNT
11-10-18	100.00	
	application	

51-7218/2211

22130

PAY

CHECK NO.	TO THE ORDER OF	DATE	GROSS AMOUNT	DISCOUNT	CHECK AMOUNT
22130	Town of Wenham	10-25-18	100.00		100.00

BURNETT'S GARAGE, Inc.



PEOPLE'S UNITED BANK
BOSTON, MASSACHUSETTS

Donald M. Burnett
AUTHORIZED SIGNATURE

NUMBER

2018 - 2

THE COMMONWEALTH OF MASSACHUSETTS

FEE

\$100.00

TOWN of WENHAM

USED CAR DEALER'S LICENSE—CLASS II.

TO BUY AND SELL SECOND-HAND MOTOR VEHICLES

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto BURNETT'S GARAGE INC.

is hereby licensed to buy and sell second-hand motor vehicles at No. 60 MAPLE St. WENHAM, MA 01984

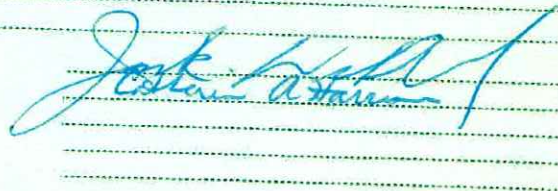
on premises described as follows:

MAIN GARAGE - SEVEN (7) CARS

SHOW ROOM - FOUR (4) CARS

PARKING LOT - TWENTY-FIVE (25) CARS

DECEMBER 5, 2017

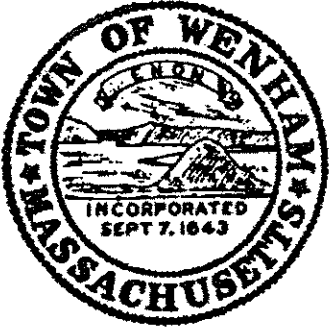


THIS LICENSE EXPIRES JAN. 1, 2019

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES.

FORM 55  HOBBS & WARREN™

(OVER)



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

BUILDING DEPARTMENT

TEL 978-468-5520 Ext. 4 FAX 978-468-8014

November 28, 2018

To whom it may concern,

I have inspected Burnett's Garage, Inc., located at 60 Maple Street, Wenham, MA 01984, as per request of the Wenham Board of Selectmen who serve as the licensing authority for Buying, Selling, Exchanging, or Assembling Second Hand Motor Vehicles or Parts thereof.

The inspection found that Burnett's Garage, Inc. is within the conditions of their license. The conditions include:

- Main Garage – 7 car capacity
- Show Room – 4 car capacity
- Parking Lot – 25 car capacity

Please let me know if you have any further questions.

Thank you,

Brian Leathe
Building Inspector

CC: Wenham Board of Selectmen; Peter Lombardi, Town Administrator

Nicole Roebuck

From: Jeff Baxter
Sent: Friday, November 30, 2018 12:40 PM
To: Nicole Roebuck
Subject: Re: Auto Dealer License Updates

Nicci,

Fallon's and Burnett's are current with permits and MA regulations at this time.

Jeffrey Baxter
Fire prevention officer
Wenham Fire Department

Sent from my iPhone please excuse briefness or errors.

On Nov 30, 2018, at 12:22, Nicole Roebuck <NRoebuck@wenhamma.gov> wrote:

Hi guys,

Any chance you'll have a memo to us today regarding the Auto Dealers Licensees? If not, I'll use placeholders for them in the BOS packets this afternoon.

Nicci Roebuck
Executive Assistant
Town Administrator's Office

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



THOMAS C. PERKINS
CHIEF OF POLICE

WENHAM POLICE DEPARTMENT

1 Friend Court
P.O. Box 536
Wenham, MA 01984
WWW.WENHAMPD.COM



PHONE (978) - 468 - 4000
FAX (978) - 468 - 5603

Memorandum

To: Peter Lombardi, Town Administrator
From: Captain Kevin J. DiNapoli *KJD*
Date: November 30, 2018
Re: Used Car Dealer Inspections

During February of 2018, MSP Trooper Luise and I conducted inspections at the three used vehicle dealers in Wenham. As you know, pursuant to those inspections, deficiencies were identified at all three locations that required attention. Follow-up inspections were again conducted in March and later in June to check on the hearing status of each business owner at the Registry of Motor Vehicles. I then again made several spot-inspections throughout the summer and early fall to confirm all identified deficiencies were rectified. As of this writing, all applicable issues were addressed according to the Town/State licensing requirements. Records checks and fingerprints of the license holders were also checked and found to be in good standing.





Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Erin C. Deveney, Registrar



Memorandum of Agreement

1. This *Memorandum of Agreement* is entered into between the Registrar of Motor Vehicles, through his agent, and the following named General Registration and General Registration Number Plate holder: (hereinafter Registrant): **Burnett's Garage Inc. DLN B & C**
2. The Registrar caused a Pre-Hearing Conference to be held at the offices of the Registry of Motor Vehicles (RMV) at the time, date and place indicated in a **Notice of Pre-Hearing Conference** mailed to the Registrant on 3/2/18.
3. The Registrar had received a complaint and/or official report containing an allegation that if true, would tend to indicate that the Registrant's conduct may be in violation of a law, regulation or policy enforced by the RMV. The purpose of the Pre-Hearing Conference was to review the allegation(s) with the Registrant and afford him/her an opportunity to respond. The Notice invited the Registrant to bring a legal representative or witnesses.
4. The Notice stated ☐ if the Registrar, through his representative, determines that a law, regulation or policy enforced by the RMV has been violated and that a sanction or other action is appropriate, the representative may offer you an opportunity to enter into a *Memorandum of Agreement* containing the terms of a settlement of the allegations. The *Memorandum* may include a penalty or other sanction that you agree to ranging, for example, from a suspension of one or more General Registration Number plates for a specific period to revocation of one or more General Registration Number plates for 12 months. If the terms of the *Memorandum of Agreement* are complied with, no additional action based on the allegation(s) will be pursued by the RMV.
5. As a result of information reviewed during the Pre-Hearing Conference, including any documents and testimony presented by the Registrant, the Registrar's agent has determined that the following law, regulation or policy enforced by the RMV has not been complied with by the Registrant or has been violated:

MISUSES OF SECTION PLATES- CH 90 Sec 5, Ch 90 Sec 4 FAILURE TO TAX AND TITLE WITHIN TEN DAYS OF PURCHASE, CH 140 Sec 62 UCRB UPKEEP, 540 CMR 18.04 NO LEMON LAW STICKER OR USED CAR WARRANTY STICKERS, PROVIDE PROOF OF SALES TO JUSTIFY FOR 3 DLN PLATES

(This is an Important Document-Please Have it Translated if Necessary)

(Page 1 of 2)

6. The Registrant has indicated a willingness to adhere to the law, regulation or policy enforced by the RMV in the future and the Registrar is willing to enter into an informal agreement with Registrant providing for the following penalty and/or corrective action:

Registrant agrees to follow the regulations of Ch. 90 Sec 5 as a general reg. DLN plate holder. Registrant understands that he is only able to use the DLN plate on vehicles that are registered to his business. Additional violations in this nature will result in a formal hearing

☐ If corrective action is required, the completion date shall be no later than

☐ If one or more registration plates are to be suspended or revoked, the plate(s) must be turned-in to the place designated by the Registrar's agent no later than:

Turn-in Plate(s) to: **Section Five Division, Registry of Motor Vehicles, P O Box 55897, Boston, MA 02205-897 ATTN: Sabrina Brown**

(Although a suspension or revocation shall be effective as of the date specified above for purposes of prohibiting use of the affected registration plate(s), no time shall be credited to the Registrant's suspension/revocation period until the registration plate(s) is turned-in as required. Failure to turn-in the plate(s) by the required date may result in a Formal Hearing and additional penalties.)

7. The Registrant (through its representative) has reviewed this *Memorandum of Agreement* and agrees that it will abide by the penalties and/or required corrective action as contained in Paragraph 6, including any dates entered therein. Registrant further understands and agrees that its failure to comply with the terms of this *Memorandum of Agreement* may result in a **Formal Hearing** being scheduled by the Registrar. The Registrant understands that **Formal Hearings** are presided over by a representative of the Registrar and conducted according to the rules of the RMV for the ☐ Conduct of Hearings Within the Registry of Motor Vehicles ☐ -see 540 CMR ☐ 9.00). If the Registrar's representative determines that the *Memorandum of Agreement* has not been complied with, the Registrar may impose any penalty or sanction authorized by law, which may include suspension or revocation of one or more General Registration Number Plates or the revocation of the General Registration and all General Registration Number Plates.

Donald M. Burnett
Signed for the Registrant

Kerry Morris
Signed for the Registrar

(By signing on behalf of the Registrant you are representing that you are so authorized.)

Donald M. Burnett
Printed Name of Registrant's Representative

Kerry Morris
Printed Name of Registrar's Representative

Today's Date: 4/3/18 (This is an Important Document-Please Have it Translated if Necessary)
(Page 2 of 2)

Memorandum

To: Peter Lombardi, Town Administrator
From: Captain Kevin J. DiNapoli KJD
Date: February 15, 2018
Re: Used Car Dealer Inspections

At the beginning of February I made contact with Trooper Charles Luis of the *Massachusetts State Police-Vehicle Services Section*. Trooper Luis agreed to conduct "spot checks" of the three establishments in Wenham currently licensed to sell used cars. These establishments are identified as follows:

Freeman's Garage	34 Arbor Street, Wenham, MA 01984
Burnett's Garage	60 Maple Street, Wenham, MA 01984
Fallon's Auto Sales	233 Main Street, Wenham, MA 01984

As a courtesy, I responded to Burnett's Garage and Fallon's Auto Sales on Friday, February 9, 2018 to advise them an inspection would be taking place in the near future. (Freeman's Auto Sales had already been advised of the pending inspection). I then accompanied Trooper Luis during these inspections on Tuesday, February 13, 2018. (Please see attached reports). Pursuant to the inspections, Burnett's Garage and Freeman's Garage will receive notices (within thirty days) to appear before Section 5 (Massachusetts Registry Chapter 90/Section 5) for a hearing. The hearings will subsequently determine if the deficiencies identified in the inspection reports were rectified.

If it is determined at the hearings the corrections were not made, the RMV has the authority to suspend or revoke the dealer and/or repair plates. Only the Town of Wenham (as the true licensing authority) can suspend the license. Normally, first offense violations result in signed agreements to fix the issues and comply with all future rules, laws and regulations. There are no fines that can be assessed.

As noted in the inspection report for Fallon's Auto Sales, the deficiencies identified did not trigger the need for a hearing. Instead, I will conduct the inspection in a thirty day period to confirm the issues were resolved and supply you with an updated inspection report accordingly.



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL BENNETT
SECRETARY

COLONEL KERRY A. GILPEN
SUPERINTENDENT

The Commonwealth of Massachusetts

Department of State Police

Division of Field Services

Special Operations

Vehicle Services Section

25 Newport Ave East.

North Quincy, MA 02171

February 14, 2018

To: Lieutenant Robert F. Clements #2842, Motor Vehicle Regulatory Section, Commander
From: Trooper Charles A. Luise #3018, Vehicle Services Section
Subject: Burnett's Garage Inc. DLV MG

1. On February 13, 2018 I conducted a "spot-check" of Burnett's Garage located at 60 Maple St in the Town of Wenham with Captain Kevin Dinapoli of Wenham PD at the request of the Town of Wenham Licensing Commission.
2. Upon our arrival we met with the owner's son. According to the son his dad is the owner (David Burnett) and had gone to pick up a vehicle that was in need of repair. While awaiting the owners return we observed there were vehicles in the parking lot with inspection stickers on them and there were no lemon law or used car warranty stickers on the vehicles. There were also no business hours posted. According to the son his dad is the only one who sells the vehicles and he handles the repairs. We observed two "MG" dealer plates on vehicles in the lot. Once the owner returned he had the third dealer plate on the vehicle he just picked up from a friend for repair. It was explained that was a misuse of the "dealer" plate and he should consider getting a "repair" plate for those situations.
3. An inspection of the Used Car Record Book revealed (UCRB) it was not updated. There were Zero vehicles listed as sold for 2018, eight for 2017, ten for 2016, and seven for 2015. Burnett's currently has three dealer plates and only one full-time employee dedicated to sales there is no need for three plates. I also explained his son who took care of the repair side was not engaged in 20 hours or more a week in "sales" and was not authorized to use the dealer plate for personal use. We found one open title and one title on a pickup truck that was displaying a dealer plate that showed a sale date from 2007.
4. I request Section 5 determine if there is an actual need for three dealer plates. With only one fulltime employee engaged in sales and only selling 8 vehicles a year one plate is

Excellence In Service Through Quality Policing

sufficient. Burnett's should apply for one repair plate to cover the repair shop issues. I request a hearing for the following:

- C90s5 Misuse of dealer plate
- C90Ds4 Fail to tax and title vehicle
- C140s62 Fail to maintain/update UCRB
- 540CMR18.04 No lemon law stickers
- 540CMR18.04 No used car warranty stickers
- Provide proof of sales to justify 3 plates

Respectfully Submitted,

Charles A. Luise #3018
Trooper, MASS State Police
Vehicle Services Section

BOARD OF SELECTMEN MEETING

December 4, 2018

NEW BUSINESS

B.

Used Car Dealer License Renewals

➤ Fallon's Auto Service – 233 Main Street

John Fallon

- Draft Motion
- 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 Worker's Comp. Insurance
- Proof of Automobile Liability Insurance & \$25,000 Bond
- Proof of Property Tax Payment
- Flammable Certificate Permit from the WFD
- Waste Oil Permit from the WFD
- Check for \$100
- Copy of 2018 License
- 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

BOARD OF SELECTMEN MEETING

December 4, 2018

DRAFT MOTION

Annual Used Car Dealer License Renewal
Fallon's Auto Service, Inc.

- 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 Fallon's Auto Service, Inc. located at 233 Main Street through December 31, 2019.

Seconded / Discussion/ Vote



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

Selectmen / Town Administrator
TEL 978-468-5520 x2 FAX 978-468-8014

MEMORANDUM

TO: Fallons Auto Service, Inc.
RE: Annual Application for Used Car Dealer's License – Class II
DATE: October 11, 2018

Enclosed please find your 2019 Application for a Class II: License to Buy, Sell, Exchange or Assemble Second Hand Motor Vehicles or Parts Thereof. In Massachusetts, automotive dealer regulations are mandated by state law but issued by local municipal offices.

In 2017, Town Meeting approved a new General Bylaw Ch.V, §17, under the authorizing statute, M.G.L. Ch.6, § 172B ½. The attached Regulations for State and National Criminal History Record Checks of Applicants for Licenses in Specified Occupations, were then adopted by the Board of Selectmen on March 3, 2018. These new regulations require **all applicants listed under Section 2 of the Bylaw to submit fingerprints to the Police Department within 7 days of submitting their application to the Board of Selectmen.**

Under this new procedure, licensing applicants must appear at the Wenham Police Department, 1 Friend Court, Wenham, for applicant processing and fingerprint collection Monday through Friday, between 8a.m. and 8p.m., excluding holidays. Licensing applicants will be required to consent to the collection and submission of their fingerprints for the purpose of conducting state and national criminal history screening. Presentation of a valid form of government issued identification is required. Applicants will be responsible for the additional fee of \$50, as referenced in section 4 of the Bylaw.

To obtain a Class II license, per M.G.L. Ch. 40, § 58, a \$25,000 bond must be posted in the event that a case judgment is brought against you for any of the following reasons, including failure to deliver a title, selling stolen vehicles, failure to disclose actual mileage or any attempts to cheat or misrepresent proper facts about the vehicle to its buyer.

Steps to complete for license renewal:

1. Complete the included Application for renewal and return with \$100 fee payable to the Town of Wenham
2. Complete the included CORI Acknowledgement Form
3. Provide proof of Worker's Compensation Insurance
4. Provide proof of Insurance for vehicles
5. Provide proof of Property Tax payments
6. Provide copy of Flammable Permit issued by the Wenham Fire Department
7. Provide proof of \$25,000 bond
8. Fingerprints must be submitted to the Wenham Police Dept. within 7 days of application submittal

Please return all required documents to the Town Administrator's Office by Friday, November 2, 2018, and contact us with any questions at 978-468-5520 ext. 2 or via email at nroebuck@wenhamma.gov.

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a II class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? Fallon's Auto Service, Inc

Business address of concern. No. 233 Main St.,
Wenham City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? Corporation

3. If an individual, state full name and residential address.

4. If a co-partnership, state full names and residential addresses of the persons composing it.

John Fallon - president
12 Lois St. South Hamilton, MA 01982

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President John Fallon 12 Lois St. S. Hamilton, MA 01982

Secretary _____

Treasurer _____

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? NO

If so, is your principal business the sale of new motor vehicles? _____

Is your principal business the buying and selling of second hand motor vehicles? _____

Is your principal business that of a motor vehicle junk dealer? _____

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

3 car garage with office

8. Are you a recognized agent of a motor vehicle manufacturer?

no

(Yes or No)

If so, state name of manufacturer

9. Have you a signed contract as required by Section 58, Class 1?

yes

(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof?

yes

(Yes or No)

If so, in what city — town

Winham

Did you receive a license?

yes

(Yes or No)

For what year?

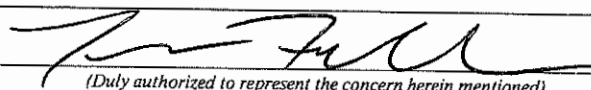
2018

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked?

NO

(Yes or No)

Sign your name in full



(Duly authorized to represent the concern herein mentioned)

Residence

So. Hamilton, MA

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)



TOWN OF WENHAM
138 MAIN STREET WENHAM, MA 01984

OFFICE: (978) 468-5520
FAX: (978) 468-8014

CRIMINAL OFFENDER RECORD INFORMATION (CORI)
ACKNOWLEDGEMENT FORM

TO BE USED BY ORGANIZATIONS USING CONSUMER REPORTING AGENCIES TO CONDUCT CORI CHECKS FOR EMPLOYMENT, VOLUNTEER, SUBCONTRACTOR, LICENSING, AND HOUSING PURPOSES.

Nicole J. Roebuck for the Town of Wenham is registered under the provisions of MGL c. 6 s. 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, and current licensees. The Board of Selectmen with the Town Administrator has authorized Nicole J. Roebuck to submit CORI checks to the Massachusetts Department of Criminal Justice Information Services (DCJIS) on its behalf.

As a prospective or current employee, subcontractor, volunteer, license applicant, or current licensee, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to Nicole J. Roebuck, on behalf of the Town of Wenham, to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Nicole J. Roebuck with written notice of my intent to withdraw consent to a CORI check.

Nicole J. Roebuck, on behalf of the Town of Wenham may conduct subsequent CORI checks within one year of the date this form was signed by me provided, however, that Nicole J. Roebuck must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

SIGNATURE

11/8/18

DATE

SUBJECT INFORMATION: (A red asterisk (*) denotes a required field)

Fallon John
*Last Name *First Name Middle Name Suffix

Maiden Name (or other name(s) by which you have been known)

1 Lynn MA
*Date of Birth Place of Birth

*Last Six Digits of Your Social Security Number: _____

Sex: M Height: 6 ft. 5 in. Eye Color: Blue Race: white

Driver's License or ID Number: _____ State of Issue: MA

Irene Higgins Joseph Fallon
Mother's Full Maiden Name Father's Full Name

Current and Former Addresses:

<u>12 Lois St</u>	<u>S. Hamilton</u>	<u>MA</u>	<u>01982</u>
Street Number & Name	City/Town	State	Zip
<u>4 Lynch St</u>	<u>Peabody</u>	<u>MA</u>	<u>01960</u>
Street Number & Name	City/Town	State	Zip

The above information was verified by reviewing the following form(s) of government-issued identification:

VERIFIED BY: _____
Name of Verifying Employee (Please Print)

Signature of Verifying Employee



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Print Form

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Fallon's Auto Service, Inc

Address: 233 Main St

City/State/Zip: Wenham MA 01984 Phone #: 978-468-9575

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: MA Retail Merchants WC Group Inc

Insurer's Address: PO Box 859222-9222

City/State/Zip: Braintree, MA 02185

Policy # or Self-ins. Lic. # 014005031356118 Expiration Date: 1/1/19

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

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

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

Signature: [Signature] Date: 11/7/18

Phone #: 978-468-9575

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____

INFORMATION PAGE

RENEWAL AGREEMENT

Insurer:

MA Retail Merchants WC Group Inc.
PO Box 859222-9222
Braintree, MA 02185
(Carrier Code: 34355)

PRODUCER: Agent# 5960
HUB NE Association Programs
300 Ballardvale Street
Wilmington, MA 01887

Carrier Policy #: 014005031356118
Carrier Prior Policy #: 014005031356117

1. The Insured: Fallon's Auto Service, Inc.
Mailing Address: 233 Main Street
Wenham, MA 01984

Fein: 043524623

Other workplaces not shown above:
NO OTHER WORKPLACES FOR THIS POLICY

Type of Business: Corporation
Risk ID:

2. The policy period is from 12:01 a.m. on 1/01/2018 to 12:01 a.m. on 1/01/2019
at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers
Compensation Law of the states listed here:
MA

- B. Employers Liability Insurance: Part Two of the policy applies to work in each
state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ <u>100,000</u>	each accident
Bodily Injury by Disease	\$ <u>500,000</u>	policy limit
Bodily Injury by Disease	\$ <u>100,000</u>	each employee

- C. Other States Insurance:

- D. This policy includes these endorsements and schedules:

WC000000C(01/15) WC000414(07/90) WC000422B(01/15) WC200102(01/14) WC200301(04/84)
WC200302A(09/08) WC200303D(08/10) WC200306B(06/13) WC200405(06/01) WC200601A(07/08)

4. The premium for this policy will be determined by our Manuals of Rules,
Classifications, Rates and Rating Plans. All information required below is subject
to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
-----------------	-------------	---	--------------------------------------	--------------------------------

SEE SCHEDULE OF OPERATIONS

Total Estimated Annual Premium \$	2,076.00			
Minimum Premium \$	287.00	Expense Constant \$.00	Deposit Premium \$.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2018

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

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

PRODUCER Leslie Ray Insurance Agency, Inc. 129 Dodge Street Beverly MA 01915		CONTACT NAME: Brad Sano PHONE (A/C, No, Ext): (978) 927-2600 FAX (A/C, No): (978) 927-8938 E-MAIL ADDRESS: brads@leslieray.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: State Auto Insurance Company	
		INSURER B: Arbella Protection	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Fallon's Auto Service, Inc. and Bulldog Realty Trust 233 Main Street Wenham MA 01984		NAIC # 41360	

COVERAGES

CERTIFICATE NUMBER: 2018-2019 (Plow)

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PBP281903200	01/01/2018	01/01/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			1020012795	01/21/2018	01/21/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						Uninsured motorist BI	\$ 100,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
	DED RETENTION \$						AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Covered Vehicle: 1997 Ford F350 VIN# 1FDKF38G3VEC44600

CERTIFICATE HOLDER

CANCELLATION

Town of Hamilton 577 Bay Road South Hamilton MA 01982	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

© 1988-2015 ACORD CORPORATION. All rights reserved.



Verification Certificate

This is to certify that Bond No. 04BSBHR3311
subscribing this certificate, dated April 20, 2018
in the amount of Twenty-Five Thousand

issued by the member company of The Hartford

Dollars \$25,000.00

on behalf of Fallon's Auto Services, Inc.

, as Principal,

and in favor of Town of Wenham, MA

, as Obligor,

covers an indefinite term which began on April 20, 2018

, and ends with the cancellation of

said bond; that said bond is now in full force and effect and will continue in full force and effect until cancelled.

ANNIVERSARY PREMIUM PERIOD: April 20, 2018 - April 20, 2019

Signed, Sealed, and Dated January 22, 2018

Attest or Witness

Surety

Hartford Fire Insurance Company

By

(Seal)

William von Hassel, Attorney in fact

CC:

CC:

0250120191900000342637008020688611011811

TAXPAYER COPY - FY 2019 PERSONAL PROPERTY TAX

TOWN OF WENHAM
OFFICE OF THE TAX COLLECTOR
P.O. BOX 576
138 MAIN STREET
WENHAM, MA 01984

TOWN OF WENHAM FISCAL YEAR 2019 SECOND QUARTER PRELIMINARY PERSONAL PROPERTY TAX BILL



Interest at a rate of 14% per annum will accrue on overdue payments until payment is made.

Pay your bills online at: www.wenhamma.gov

Remove Remit Copy at perforation and mail with your check payable to: **Town of Wenham**

Mail Payments to: **TOWN OF WENHAM**

P.O. Box 1071

Medford, MA 02155-0011

Phone: Office of the Collector: (978) 468-5520 Ext. 3
Office of the Assessor: (978) 468-5520 Ext. 5

Office Hours: 9:00 AM - 4:30 PM Mon - Wed. - Thu.
9:00 AM - 7:00 PM Tuesday
9:00 AM - 1:00 PM Friday

NOV - 1 2018

TOWN OF WENHAM
TAX COLLECTOR

PAID

Collector of Taxes
Monica C. Ford

Your Preliminary Personal Property Tax for the fiscal year beginning July 1, 2018 and ending June 30, 2019 on the Parcel described below is as follows:

The Commonwealth of Massachusetts
Town of Wenham
P.O. Box 1071
Medford, MA 02155-0011

ISSUE DATE: 10/01/2018

BILL NUMBER

3699

PROPERTY DESCRIPTION		TAX SUMMARY		SECOND QUARTER PRELIMINARY TAX	
LOCATION: 233 MAIN ST	CLASS: 5020	1st Quarter Preliminary Tax Due August 1, 2018	\$30.60	First Quarter Tax Payments	\$30.60
		2nd Quarter Preliminary Tax Due November 1, 2018	\$30.60	Overdue Tax Balance	\$0.00
BOOK:	PAGE:	Total Preliminary Tax	\$61.20	Interest	\$0.00
				Second Quarter Tax	\$30.60
				Pay this Amount	\$30.60
				Due & Payable	11/01/2018

FALLON JOHN
FALLONS AUTO SERVICE INC
233 MAIN ST
WENHAM, MA 01984

NOV - 1 2018

PAID

TOWN OF WENHAM
TAX COLLECTOR

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

0250220191900000036997000000030601101186

Wenham Fire
140 MAIN ST
WENHAM, MA 01984

Permit Certificate

Date: 04/09/2018

Business Name: FALLONS SERVICE STATION (MOBIL)

Address: 233 MAIN ST
WENHAM, MA 01984

Phone:

The following permit has been issued:

Permit No. 005555

Type: GASFLAMM Compressed Gas, Flammable - Flammable

Issued Date: 04/09/2018

Effective Date: 04/30/2018

Expiration Date: 04/29/2019

Notes: STORAGE OF UP TO 60LBS OF PROPANE

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations.
Please contact Wenham Fire for more information.



Inspector: Jeffrey Baxter

4/2/18

Date

Wenham Fire & Rescue
140 Main Street
Wenham, MA 01984

Wenham Fire
140 MAIN ST
WENHAM, MA 01984

Permit Certificate

Date: 04/09/2018

Business Name: FALLONS SERVICE STATION (MOBIL)

Address: 233 MAIN ST
WENHAM, MA 01984

Phone:

The following permit has been issued:

Permit No. 005554

Type: WO waste oil

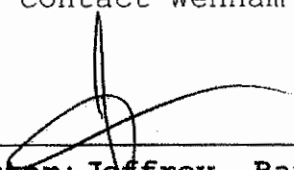
Issued Date: 04/09/2018

Effective Date: 04/30/2018

Expiration Date: 04/29/2019

Notes: STORAGE OF UP TO 475 GALLONS OF WASTE OIL

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact Wenham Fire for more information.


Inspector: Jeffrey Baxter

4/2/18
Date

Wenham Fire & Rescue
140 Main Street
Wenham, MA 01984

Wenham Fire
140 MAIN ST
WENHAM, MA 01984

Permit Certificate

Date: 04/09/2018

Business Name: FALLONS SERVICE STATION (MOBIL)

Address: 233 MAIN ST
WENHAM, MA 01984

Phone:

The following permit has been issued:

Permit No. 005556

Type: BULKS100 Annual / Bulk Storage up to 25,000

Issued Date: 04/09/2018

Effective Date: 04/30/2018

Expiration Date: 04/29/2019

Notes: STORAGE OF UP TO 16000 GALLONS OF GASOLINE and up to 6000 gallons
Diesel

It is the business's responsibility to ensure that conditions are in
accordance with applicable State and Local fire regulations.

Please contact Wenham Fire for more information.

Inspector: Jeffrey Baxter

4/2/18
Date

Wenham Fire & Rescue
140 Main St
Wenham, MA 01984

FALLON'S AUTO SERVICE, INC.

233 MAIN STREET RT 1A
WENHAM, MA 01984
978-468-9575

16135

DATE

11/8/18

53-7055/2113

PAY
TO THE
ORDER OF

Town of Wenham
one Hundred

\$ 100.00

DOLLARS

SalemFive®
FOR Used car license

[Signature]

NUMBER

2018 - 3

THE COMMONWEALTH OF MASSACHUSETTS

TOWN of WENHAM

FEE

\$100.00

**USED CAR DEALER'S LICENSE—CLASS II.
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES**

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto FALLON'S AUTO SERVICE, INC.

is hereby licensed to buy and sell second-hand motor vehicles at No. 233 MAIN St. WENHAM, MA 01984

on premises described as follows:

A SERVICE STATION CONSISTING OF THREE (3) BAYS, TWELVE (12) VEHICLES FOR SALE AND NO MORE THAN TWENTY (20) VEHICLES OVERNIGHT ON THE PROPERTY. NO CARS ARE TO BE PARKED ON THE STREET ADJOINING THE PREMISES.

DECEMBER 5, 2017

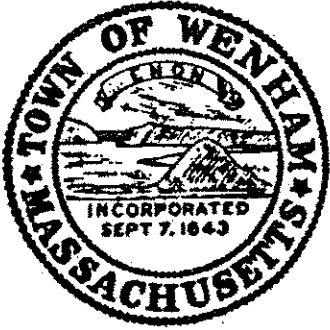


THIS LICENSE EXPIRES JAN. 1, 2019

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES.

FORM 55  HOBBS & WARREN™

(OVER)



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

BUILDING DEPARTMENT

TEL 978-468-5520 Ext. 4 FAX 978-468-8014

November 28, 2018

To whom it may concern,

I have inspected Fallon's Auto Services, Inc., located at 233 Main Street, Wenham, MA 01984, as per request of the Wenham Board of Selectmen who serve as the licensing authority for Buying, Selling, Exchanging, or Assembling Second Hand Motor Vehicles or Parts thereof.

The inspection found that Fallon's Auto Services, Inc. is within the conditions of their license.

The conditions include:

- Three (3) bay service station with attached office
- Twelve (1) vehicles for sale
- No more than twenty (20) vehicles overnight on the property.
- No cars parked on the street adjoining the premises

Please let me know if you have any further questions.

Thank you,

Brian Leathe
Building Inspector

CC: Wenham Board of Selectmen; Peter Lombardi, Town Administrator

Nicole Roebuck

From: Jeff Baxter
Sent: Friday, November 30, 2018 12:40 PM
To: Nicole Roebuck
Subject: Re: Auto Dealer License Updates

Nicci,

Fallon's and Burnett's are current with permits and MA regulations at this time.

Jeffrey Baxter
Fire prevention officer
Wenham Fire Department

Sent from my iPhone please excuse briefness or errors.

On Nov 30, 2018, at 12:22, Nicole Roebuck <NRoebuck@wenhamma.gov> wrote:

Hi guys,

Any chance you'll have a memo to us today regarding the Auto Dealers Licensees? If not, I'll use placeholders for them in the BOS packets this afternoon.

Nicci Roebuck

*Executive Assistant
Town Administrator's Office*

Town of Wenham

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



THOMAS C. PERKINS
CHIEF OF POLICE

WENHAM POLICE DEPARTMENT

1 Friend Court
P.O. Box 536
Wenham, MA 01984
WWW.WENHAMPD.COM



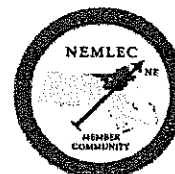
PHONE (978) - 468 - 4000

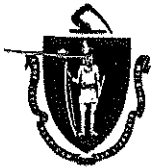
FAX (978) - 468 - 5603

Memorandum

To: Peter Lombardi, Town Administrator
From: Captain Kevin J. DiNapoli *KJD*
Date: November 30, 2018
Re: Used Car Dealer Inspections

During February of 2018, MSP Trooper Luise and I conducted inspections at the three used vehicle dealers in Wenham. As you know, pursuant to those inspections, deficiencies were identified at all three locations that required attention. Follow-up inspections were again conducted in March and later in June to check on the hearing status of each business owner at the Registry of Motor Vehicles. I then again made several spot-inspections throughout the summer and early fall to confirm all identified deficiencies were rectified. As of this writing, all applicable issues were addressed according to the Town/State licensing requirements. Records checks and fingerprints of the license holders were also checked and found to be in good standing.





Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Erin C. Deveney, Registrar



Memorandum of Agreement

1. This *Memorandum of Agreement* is entered into between the Registrar of Motor Vehicles, through his agent, and the following named General Registration and General Registration Number Plate holder: (hereinafter Registrant): **Fallon Auto Service INC**
2. The Registrar caused a Pre-Hearing Conference to be held at the offices of the Registry of Motor Vehicles (RMV) at the time, date and place indicated in a **Notice of Pre-Hearing Conference** mailed to the Registrant on 3/2/18.
3. The Registrar had received a complaint and/or official report containing an allegation that if true, would tend to indicate that the Registrant's conduct may be in violation of a law, regulation or policy enforced by the RMV. The purpose of the Pre-Hearing Conference was to review the allegation(s) with the Registrant and afford him/her an opportunity to respond. The Notice invited the Registrant to bring a legal representative or witnesses.
4. The Notice stated ☐ if the Registrar, through his representative, determines that a law, regulation or policy enforced by the RMV has been violated and that a sanction or other action is appropriate, the representative may offer you an opportunity to enter into a *Memorandum of Agreement* containing the terms of a settlement of the allegations. The *Memorandum* may include a penalty or other sanction that you agree to ranging, for example, from a suspension of one or more General Registration Number plates for a specific period to revocation of one or more General Registration Number plates for 12 months. If the terms of the *Memorandum of Agreement* are complied with, no additional action based on the allegation(s) will be pursued by the RMV.
5. As a result of information reviewed during the Pre-Hearing Conference, including any documents and testimony presented by the Registrant, the Registrar's agent has determined that the following law, regulation or policy enforced by the RMV has not been complied with by the Registrant or has been violated:

NO POSTED BUSINESS SIGN, NO POSTED HOURS, TITLE NOT COMPLETED, NO REPAIR RECORDS

(This is an Important Document-Please Have it Translated if Necessary)

(Page 1 of 2)

6. The Registrant has indicated a willingness to adhere to the law, regulation or policy enforced by the RMV in the future and the Registrar is willing to enter into an informal agreement with Registrant providing for the following penalty and/or corrective action:

Registrant agrees to follow the regulations of Ch. 90 Sec 5 as both a DLN & RPN holder. Registrant will complete the open entries in the UCRB, as of today's date, 4/3/18 he claims to have one vehicle for sale in the lot, and his UCRB will reflect the lot by EOD on 4/4/18

Registrant brought compliance decal # 51085 to the hearing to show that he just received it in the mail 4/2/18. He will affix it on the 1985 Chevy by EOD 4/3/18

Additional violations in this nature will result in a formal hearing

☐ If corrective action is required, the completion date shall be no later than

☐ If one or more registration plates are to be suspended or revoked, the plate(s) must be turned-in to the place designated by the Registrar's agent no later than:

Turn-in Plate(s) to: Section Five Division, Registry of Motor Vehicles, P O Box 55897, Boston, MA 02205-897 ATTN: Sabrina Brown

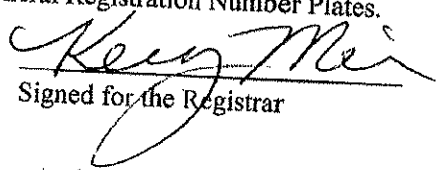
(Although a suspension or revocation shall be effective as of the date specified above for purposes of prohibiting use of the affected registration plate(s), no time shall be credited to the Registrant's suspension/revocation period until the registration plate(s) is turned-in as required. Failure to turn-in the plate(s) by the required date may result in a Formal Hearing and additional penalties.)

7. The Registrant (through its representative) has reviewed this *Memorandum of Agreement* and agrees that it will abide by the penalties and/or required corrective action as contained in Paragraph 6, including any dates entered therein. Registrant further understands and agrees that its failure to comply with the terms of this *Memorandum of Agreement* may result in a **Formal Hearing** being scheduled by the Registrar. The Registrant understands that **Formal Hearings** are presided over by a representative of the Registrar and conducted according to the rules of the RMV for the ☐ Conduct of Hearings Within the Registry of Motor Vehicles ☐-see 540 CMR ☐9.00). If the Registrar's representative determines that the *Memorandum of Agreement* has not been complied with, the Registrar may impose any penalty or sanction authorized by law, which may include suspension or revocation of one or more General Registration Number Plates or the revocation of the General Registration and all General Registration Number Plates.


Signed for the Registrant

(By signing on behalf of the Registrant you are representing that you are so authorized.)

John Fallon
Printed Name of Registrant's Representative


Signed for the Registrar

Kerry Morris
Printed Name of Registrar's Representative

Today's Date: 4/3/18

(Page 2 of 2)

(This is an Important Document-Please Have it Translated if Necessary)

Memorandum

To: Peter Lombardi, Town Administrator
From: Captain Kevin J. DiNapoli KSD
Date: February 15, 2018
Re: Used Car Dealer Inspections

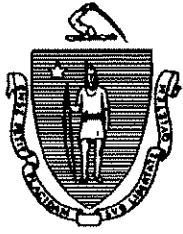
At the beginning of February I made contact with Trooper Charles Luis of the *Massachusetts State Police-Vehicle Services Section*. Trooper Luis agreed to conduct "spot checks" of the three establishments in Wenham currently licensed to sell used cars. These establishments are identified as follows:

Freeman's Garage	34 Arbor Street, Wenham, MA 01984
Burnett's Garage	60 Maple Street, Wenham, MA 01984
Fallon's Auto Sales	233 Main Street, Wenham, MA 01984

As a courtesy, I responded to Burnett's Garage and Fallon's Auto Sales on Friday, February 9, 2018 to advise them an inspection would be taking place in the near future. (Freeman's Auto Sales had already been advised of the pending inspection). I then accompanied Trooper Luis during these inspections on Tuesday, February 13, 2018. (Please see attached reports). Pursuant to the inspections, Burnett's Garage and Freeman's Garage will receive notices (within thirty days) to appear before Section 5 (Massachusetts Registry Chapter 90/Section 5) for a hearing. The hearings will subsequently determine if the deficiencies identified in the inspection reports were rectified.

If it is determined at the hearings the corrections were not made, the RMV has the authority to suspend or revoke the dealer and/or repair plates. Only the Town of Wenham (as the true licensing authority) can suspend the license. Normally, first offense violations result in signed agreements to fix the issues and comply with all future rules, laws and regulations. There are no fines that can be assessed.

As noted in the inspection report for Fallon's Auto Sales, the deficiencies identified did not trigger the need for a hearing. Instead, I will conduct the inspection in a thirty day period to confirm the issues were resolved and supply you with an updated inspection report accordingly.



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL BENNETT
SECRETARY

COLONEL KERRY A. GILPEN
SUPERINTENDENT

The Commonwealth of Massachusetts Department of State Police

Division of Field Services

Special Operations

Vehicle Services Section

25 Newport Ave Ext.

North Quincy, MA 02171

February 14, 2018

To: Lieutenant Robert F. Clements #2842, Motor Vehicle Regulatory Section, Commander
From: Trooper Charles A. Luise #3018, Vehicle Services Section
Subject: Fallon's Auto Service DLN 4987 & RPN 3856

1. On February 13, 2018 I conducted a "spot-check" of Fallon's Auto Service with Captain Kevin Dinapoli of Wenham PD at the request of the Town of Wenham Licensing Commission.
2. We found that although Fallon's Auto Service did have a sign indicating repairs there was no mention of Used Car Sales. According to the owner (John Fallon) the window had been replaced and he will correct ASAP. There were no hours posted which he will also correct. We observed one vehicle for sale with no lemon law sticker and one open title. Both issues corrected on scene. He did not have any repair records since he does his own work but will now generate them from this day forward. According to the Used Car Record Book Fallon's sold 4 vehicles in 2017, one in 2016, zero in 2014, and zero in 2013. Without improved sales we may need to address the actual need for a dealer plate at a later time.
3. The only issue with his repair plate was the one vehicle that is capable of running had no compliance decal. According to the owner the window had been replaced and he will order a new decal for it. There were two other tow trucks on scene but haven't been on the road since 2000 and 2009.
4. Captain Dinapoli will conduct a follow-up in 30 days to assure Fallon's Auto Service is in full compliance or a hearing shall be requested via Section 5. Fallon's Auto was in violation of the following:
 - C90s1 No sign
 - C90s1 No business hours
 - C90Ds16 Open title (corrected)

Excellence In Service Through Quality Policing

- C140s66 No repair records
- 540CMR18.02(3) Not substantially engaged in business
- 540CMR18.03 No compliance decal
- 540CMR18.04 No Lemon Law stickers (corrected)

Respectfully Submitted,

Charles A. Luise #3018
Trooper, MASS State Police
Vehicle Services Section

BOARD OF SELECTMEN MEETING

December 4, 2018

NEW BUSINESS

B.

Used Car Dealer License Renewals

➤ Freeman's Garage – 34 Arbor Street Edward Freeman

- Draft Motion
- 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 Automobile Liability Insurance & \$25,000 Bond
- Proof of Property Tax Payment
- Inspection Letter from Brian Leathe, Building Inspector
- Copy of 2018 License
- 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

BOARD OF SELECTMEN MEETING

December 4, 2018

NEW BUSINESS

B.

Used Car Dealer License Renewals

➤ Freeman's Garage – 34 Arbor Street Edward Freeman

- 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

CH

BOARD OF SELECTMEN MEETING

December 4, 2018

DRAFT MOTION

Annual Used Car Dealer License Renewal Freeman's Garage

- 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

Seconded / Discussion/ Vote



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

Selectmen / Town Administrator
TEL 978-468-5520 x2 FAX 978-468-8014

MEMORANDUM

TO: Freeman's Garage
RE: Annual Application for Used Car Dealer's License – Class II
DATE: October 11, 2018

Enclosed please find your 2019 Application for a Class II: License to Buy, Sell, Exchange or Assemble Second Hand Motor Vehicles or Parts Thereof. In Massachusetts, automotive dealer regulations are mandated by state law but issued by local municipal offices.

In 2017, Town Meeting approved a new General Bylaw Ch.V, §17, under the authorizing statute, M.G.L. Ch.6, § 172B ½. The attached Regulations for State and National Criminal History Record Checks of Applicants for Licenses in Specified Occupations, were then adopted by the Board of Selectmen on March 3, 2018. These new regulations require **all applicants listed under Section 2 of the Bylaw to submit fingerprints to the Police Department within 7 days of submitting their application to the Board of Selectmen.**

Under this new procedure, licensing applicants must appear at the Wenham Police Department, 1 Friend Court, Wenham, for applicant processing and fingerprint collection Monday through Friday, between 8a.m. and 8p.m., excluding holidays. Licensing applicants will be required to consent to the collection and submission of their fingerprints for the purpose of conducting state and national criminal history screening. Presentation of a valid form of government issued identification is required. Applicants will be responsible for the additional fee of \$50, as referenced in section 4 of the Bylaw.

To obtain a Class II license, per M.G.L. Ch. 40, § 58, a \$25,000 bond must be posted in the event that a case judgment is brought against you for any of the following reasons, including failure to deliver a title, selling stolen vehicles, failure to disclose actual mileage or any attempts to cheat or misrepresent proper facts about the vehicle to its buyer.

Steps to complete for license renewal:

1. Complete the included Application for renewal and return with \$100 fee payable to the Town of Wenham
2. Complete the included CORI Acknowledgement Form
3. Provide proof of Worker's Compensation Insurance
4. Provide proof of Insurance for vehicles
5. Provide proof of Property Tax payments
6. Provide proof of \$25,000 bond
7. Fingerprints must be submitted to the Wenham Police Dept. within 7 days of application submittal

Please return all required documents to the Town Administrator's Office by Friday, November 2, 2018, and contact us with any questions at 978-468-5520 ext. 2 or via email at nroebeck@wenhamma.gov.

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF Wenham

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a 2nd class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? FREEMAN'S GARAGE

Business address of concern. No. 3436 Arbor St.,
Wenham City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? Individual

3. If an individual, state full name and residential address.

Edward Freeman Jr.
34 Arbor St, Wenham, MASS 01984

4. If a co-partnership, state full names and residential addresses of the persons composing it.

Not Applicable

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President

Secretary Not Applicable

Treasurer

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? YES

If so, is your principal business the sale of new motor vehicles? NO

Is your principal business the buying and selling of second hand motor vehicles? YES

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

4 CAR GARAGE, 2 CAR SHED Hours of Operation 9AM-5PM Monday-Saturday As a Sole Proprietor I DON'T
MUST BE NOTIFIED OF ANY EMPLOYEES OR CONTRACTORS PROPERTY IS TO REMAIN IN COMPLIANCE WITH ALL OTHER RELEVANT
LOCAL AND STATE BYLAWS THRU MAY 15 2018 NO MORE THAN 25 CARS ON PROPERTY WITH NO MORE THAN 5 CARS PERMITTED
TO BE DISPLAYED IN FRONT OF PROPERTY EFFECTIVE MAY 15 2018 NO MORE THAN 20 CARS ON PROPERTY WITH NO MORE THAN 2
CARS PERMITTED TO BE DISPLAYED IN FRONT OF PROPERTY RESTRICTED TO OPERABLE CLASS 1 CLASS M VEHICLES

8. Are you a recognized agent of a motor vehicle manufacturer? _____

NO

(Yes or No)

If so, state name of manufacturer _____

9. Have you a signed contract as required by Section 58, Class 1? _____

NO

(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? _____

YES

(Yes or No)

If so, in what city — town _____

WENHAM

Did you receive a license? _____

YES

(Yes or No)

For what year? _____

1942 to date

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof
ever been suspended or revoked? _____

NO

(Yes or No)

Sign your name in full _____

Edward Greenman

(Duly authorized to represent the concern herein mentioned)

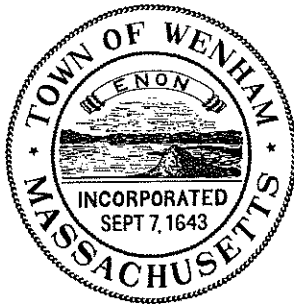
Residence _____

34 Arbor St Wenham, Ma 01984

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the
application with the registrar. (See Sec. 59)



TOWN OF WENHAM
138 MAIN STREET WENHAM, MA 01984

OFFICE: (978) 468-5520
FAX: (978) 468-8014

CRIMINAL OFFENDER RECORD INFORMATION (CORI)
ACKNOWLEDGEMENT FORM

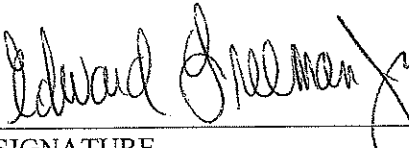
TO BE USED BY ORGANZATIONS USING CONSUMER REPORTING AGENCIES TO CONDUCT CORI CHECKS FOR EMPLOYMENT, VOLUNTEER, SUBCONTRACTOR, LICENSING, AND HOUSING PURPOSES.

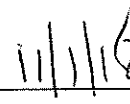
Nicole J. Roebuck for the Town of Wenham is registered under the provisions of MGL c. 6 s. 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, and current licensees. The Board of Selectmen with the Town Administrator has authorized Nicole J. Roebuck to submit CORI checks to the Massachusetts Department of Criminal Justice Information Services (DCJIS) on its behalf.

As a prospective or current employee, subcontractor, volunteer, license applicant, or current licensee, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to Nicole J. Roebuck, on behalf of the Town of Wenham, to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Nicole J. Roebuck with written notice of my intent to withdraw consent to a CORI check.

Nicole J. Roebuck, on behalf of the Town of Wenham may conduct subsequent CORI checks within one year of the date this form was signed by me provided, however, that Nicole J. Roebuck must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.


SIGNATURE


DATE

SUBJECT INFORMATION: (A red asterisk (*) denotes a required field)

Freeman Edward Jr.
*Last Name *First Name Middle Name Suffix

Maiden Name (or other name(s) by which you have been known)

Beverly MASS 01915
Place of Birth

*Last Six Digits of Your Social Security Number:

*Date of Birth: Sex: M Height: 5 ft. 8 in. Eye Color: Grn Race: White

Driver's License or ID Number: State of Issue: MASS
Doris Gertrude CLAY Edward Freeman (Sr)
Mother's Full Maiden Name Father's Full Name

Current and Former Addresses:

34 Arbor St Wenham MA 01984
Street Number & Name City/Town State Zip

Street Number & Name City/Town State Zip

The above information was verified by reviewing the following form(s) of government-issued identification:

VERIFIED BY:
Name of Verifying Employee (Please Print)

Signature of Verifying Employee



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Print Form

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: FREEMAN'S GARAGE
Address: 34-36 Arbor St
City/State/Zip: Wenham Ma 01984 Phone #: 978-335-3006

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

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

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

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

Signature: Edward Freeman Date: 11/1/18

Phone #: 978-335-3006

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

City or Town: _____ Permit/License # _____


Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____

GARAGE DECLARATIONS - MASSACHUSETTS

PAGE 1


INSURANCE

The Commerce Insurance Company

11 Gore Road, Webster, MA 01570

ITEM 1. Named Insured and Address:

EDWARD FREEMAN
DBA FREEMANS GARAGE
34 ARBOR STREET
WENHAM

MA 01984

RENEWAL

03/13/2018

Office/Agent: 8931

Policy No: 18MMDPCOR

Producer Name and Address

T EDMUND GARRITY & CO INC
(844) 808-9939
545 CONCORD AVE SUITE 16
CAMBRIDGE

MA 02138

Form of Named Insured's Business: ☐ Corporation ☐ Limited Liability Company ☐ Partnership ☒ Individual ☐ Other

COMMERCIAL

Business Description:

Policy Period: From 03/13/2018 to 03/13/2019 12:01 A.M., Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM 2. - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section shows which autos are covered autos)	LIMIT	PREMIUM
COMPULSORY BODILY INJURY	32	\$ 20,000 each person \$ 40,000 each accident	\$ 696.00
PERSONAL INJURY PROTECTION	32	\$ 8,000 each person	\$ 87.00
LIABILITY INSURANCE			
COVERED "AUTOS"			
Optional Bodily Injury	28 29 32	\$ 20,000 each person \$ 40,000 each accident	\$ 132.00
Property Damage (Compulsory Limit \$5,000)	28 29 32	\$ 100,000 each accident	\$ 1,023.00
Liability		\$ each occurrence	\$
OTHER THAN COVERED "AUTOS"			
Liability		\$ 1,000,000 each accident \$ 3,000,000 aggregate	\$ 64.00
Medical Payments	32	\$ 5,000 each person	\$ 33.00
Uninsured Motorists (Compulsory Limits - \$20,000/\$40,000)	32	\$ 20,000 each person \$ 40,000 each accident	\$ 12.00
Underinsured Motorists	32	\$ 20,000 each person \$ 40,000 each accident	\$

GARAGEKEEPERS

Comprehensive Coverage		\$ Each Location Minus \$ Ded. For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism Subject To \$ Maximum Deductible For All Such Loss In Any One Event	\$
Specified Causes Of Loss Coverage		Or \$ Each Location Minus \$ Deductible For Each Customer's Auto For All Perils Subject To \$ Maximum Deductible For All Such Loss In Any One Event	\$
Collision Coverage		\$ Each Location Minus Ded. For Each Covered Auto For	\$

PHYSICAL DAMAGE

Comprehensive Coverage	31	Actual Cash Value Or Cost Of Repair	\$ 500 Ded. For Each Covered Auto	\$ 06.00
Specified Causes Of Loss Coverage		Whichever Is Less Minus	\$ Ded. For Each Covered Auto	\$
Collision Coverage	31		\$ 500 Ded. For Each Covered Auto	\$ 218.00
Limited Collision Coverage			\$ Ded. For Each Covered Auto	\$
Towing and Labor			For Each Disabling Of A Private Passenger "Auto"	\$
Loss of Use				\$

Forms And Endorsements Contained In This Policy At Its Inception:

SEE ADDITIONAL INFORMATION

PREMIUM FOR ENDORSEMENTS

*ESTIMATED TOTAL PREMIUM \$ 2,471.00

Endorsements Attached To This Policy: IL 0021 - Broad Form Nuclear Exclusion (Not Applicable In New York):

The insured is not required to carry more than Compulsory Coverage (Coverages A, C, and U1) to secure registration of the Motor Vehicle in Massachusetts.

This policy may be subject to a final audit

Countersigned by:

BATCH	REG	RIP	CORR DATE	AGENT	BUY SECT	END NO.	F	LAST DATE	DATE
		W	036	J	000087	001	V	000	

MASSACHUSETTS USED CAR DEALER'S BOND

Bond No. 04BSBIA0209

Effective Date: December 21, 2018

KNOW ALL MEN BY THESE PRESENTS, that we, Edward Freeman, Jr dba Freeman's Garage
of 34 Arbor Street, Wenham, MA 01984, as Principal,
and Hartford Casualty Insurance, a corporation authorized to do surety business
in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto
Town of Wenham, MA 138 Main St. Wenham, MA 01984, as Oblige, for the benefit of all natural persons who
suffer loss as defined by Chapter 140, Section 58 of the General Laws as amended by Chapter 422 of the Acts of 2002,
by reason of purchase of a motor vehicle from the said Principal, in the sum of Twenty Five Thousand and 00/100 US dollars
(25,000.00**) for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly
by these presents.

WHEREAS, the Principal is a Dealer having an established place of business at
34 Arbor Street, Wenham, MA 01984 in the Commonwealth of Massachusetts, and is
required to furnish a bond in accordance with Chapter 140, Section 58.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully observe the
provisions of Chapter 140, Section 58 as amended by Chapter 422 of the Acts of 2002, then this obligation shall be
void and of no effect; otherwise it shall remain in full force and virtue. The aggregate liability of the Surety shall in
no event exceed the amount of this bond regardless of the number of claims against the bond or the number of years
the bond remains in force.

PROVIDED, that recovery against this bond may be made only by a person who obtains a final judgment in a court
of competent jurisdiction against the Principal for an act or omission on which this bond is conditioned, if the act or
omission occurred during the term of this bond. No suit may be maintained to enforce any liability on this bond
unless brought within one (1) year after the event giving rise to the cause of action. Notice of any suit under this
bond must be made in writing to the Oblige (written acknowledgement of receipt of said notice by the Oblige to
be prima facie evidence of compliance with this requirement of notice). This bond shall cover only those acts and
omissions as defined by Chapter 140, Section 58 of the General Laws as amended by Chapter 422 of the Acts of
2002.

This bond shall be continuous and may be cancelled by the Surety by giving sixty (60) days notice in writing by
certified mail to the Oblige and bond shall be deemed canceled.

Dated this 31 day of October, 2018.

Edward Freeman, Jr dba Freeman's Garage, Principal
By: Edward Freeman, Jr
Hartford Casualty Insurance, Surety

By: William von Hassel, Attorney in Fact

TOWN OF WENHAM
OFFICE OF THE TAX COLLECTOR
P.O. BOX 576
138 MAIN STREET
WENHAM, MA 01984
000002 0000537

Interest at a rate of 14% per annum will accrue on overdue payments until payment is made.

TOWN OF WENHAM

FISCAL YEAR 2019 SECOND QUARTER

PRELIMINARY REAL ESTATE TAX BILL



Pay your bills online at: www.wenhamma.gov

5-DIGIT 01984
FREEMAN EDWARD JR
34 ARBOR ST
WENHAM, MA 01984-1440

PAID

Mail Payments to: TOWN OF WENHAM
P.O. Box 1071
Medford, MA 02155-0011

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

NOV - 2 2018
TOWN OF WENHAM
TAX COLLECTOR'S Hours:

Office of the Collector: (978) 468-5520 Ext. 3
Office of the Assessor: (978) 468-5520 Ext. 5
9:00 AM - 4:30 PM Mon - Wed - Thu.
9:00 AM - 7:00 PM Tuesday
9:00 AM - 1:00 PM Friday

Collector of Taxes Monica C. Ford	<i>The Commonwealth of Massachusetts</i> Town of Wenham P.O. Box 1071 Medford, MA 02155-0011	ISSUE DATE: 10/1/2018
Your Preliminary Real Estate Tax for the fiscal year beginning July 1, 2018 and ending June 30, 2019 on the Parcel of REAL ESTATE described below is as follows:		BILL NUMBER: 35285
		PARCEL: 13-48

PROPERTY DESCRIPTION		TAX SUMMARY		SECOND QUARTER PRELIMINARY TAX		
LOCATION: 34 ARBOR ST	Area: 0.413	CLASS: 1010	Preliminary Real Estate Tax	\$3,749.54	First Quarter Tax	\$1,916.92
			Preliminary CPA Tax	\$84.30	Payments	\$-1,916.92
			Total Preliminary Tax	\$3,833.84	Overdue Tax Balance	\$0.00
BOOK: 12	PAGE: 22869	1st Quarter Preliminary Tax Due August 1, 2018		\$1,916.92	Interest	\$0.00
			2nd Quarter Preliminary Tax Due November 1, 2018	\$1,916.92	Second Quarter Tax	\$1,916.92
		PAID				

TAXPAYER COPY - FY 2019
REAL ESTATE TAX

0250120191900000352859000001916921101187

TOWN OF WENHAM
TAX COLLECTOR

1917.46

NUMBER

2018-1

THE COMMONWEALTH OF MASSACHUSETTS

TOWN of WENHAM

FEE

\$100.00

**USED CAR DEALER'S LICENSE - CLASS II.
TO BUY AND SELL SECOND-HAND MOTOR VEHICLES**

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto FREEMAN'S GARAGE - Edward Freeman, Jr.

is hereby licensed to buy and sell second-hand motor vehicles at No. 34 & 36 Arbor Street St. Wenham, MA 01984

on premises described as follows:

4 CAR GARAGE, 2 CAR SHED; HOURS OF OPERATION: 9:00AM - 5:00PM MONDAY - SATURDAY; AS A SOLE PROPRIETOR,
TOWN MUST BE NOTIFIED OF ANY EMPLOYEES OR CONTRACTORS; PROPERTY IS TO REMAIN IN COMPLIANCE
WITH ALL OTHER RELEVANT LOCAL AND STATE BYLAWS; THROUGH MAY 15, 2018; NO MORE THAN 25 CARS ON PROPERTY
WITH NO MORE THAN 5 CARS PERMITTED TO BE DISPLAYED IN FRONT OF PROPERTY; EFFECTIVE MAY 15, 2018; NO MORE THAN
20 CARS ON PROPERTY WITH NO MORE THAN 2 CARS PERMITTED TO BE DISPLAYED IN FRONT OF PROPERTY; RESTRICTED TO
OPERABLE CLASS D & CLASS M VEHICLES
JANUARY 9, 2018

John A. Clary
Robert A. Stahler

THIS LICENSE EXPIRES JAN. 1, 2019

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES.

FORM 55  HOBBS & WARREN™

(OVER)



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

BUILDING DEPARTMENT

TEL 978-468-5520 Ext. 4 FAX 978-468-8014

November 28, 2018

To whom it may concern,

I have inspected Freeman's Garage, located at 34 and 36 Arbor Street, Wenham, MA 01984, as per request of the Wenham Board of Selectmen who serve as the licensing authority for Buying, Selling, Exchanging, or Assembling Second Hand Motor Vehicles or Parts thereof.

The inspection found that Freeman's Garage is within the conditions of their license. The conditions include:

- Garage – 4 car capacity
- Shed – 2 car capacity
- Parking in Rear of Property – 25 car capacity
 - o 5 of the 25 cars designated to the rear of the property will be permitted to be displayed in the front of the property
- Compliance with all other relevant state and local bylaws

Please let me know if you have any further questions.

Thank you,

Brian Leathe
Building Inspector

CC: Wenham Board of Selectmen; Peter Lombardi, Town Administrator



THOMAS C. PERKINS
CHIEF OF POLICE

WENHAM POLICE DEPARTMENT

1 Friend Court
P.O. Box 536
Wenham, MA 01984
WWW.WENHAMPD.COM



PHONE (978) - 468 - 4000
FAX (978) - 468 - 5603

Memorandum

To: Peter Lombardi, Town Administrator
From: Captain Kevin J. DiNapoli *KJD*
Date: November 30, 2018
Re: Used Car Dealer Inspections

During February of 2018, MSP Trooper Luise and I conducted inspections at the three used vehicle dealers in Wenham. As you know, pursuant to those inspections, deficiencies were identified at all three locations that required attention. Follow-up inspections were again conducted in March and later in June to check on the hearing status of each business owner at the Registry of Motor Vehicles. I then again made several spot-inspections throughout the summer and early fall to confirm all identified deficiencies were rectified. As of this writing, all applicable issues were addressed according to the Town/State licensing requirements. Records checks and fingerprints of the license holders were also checked and found to be in good standing.





Town of Wenham

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

Board of Selectmen and Town Administrator

TEL 978-468-5520 x2

FAX 978-468-8014

August 28, 2018

Edward Freeman, Jr.
Freeman's Garage
34 Arbor Street
Wenham, MA 01984

Dear Edward,

Per the restrictions effective May 15, 2018 on your 2018 Used Car Dealer License – Class II, you are only allowed Operable Class D & Class M Vehicles on the property. Captain Kevin DiNapoli, Wenham Police Department, reported in his July 31, 2018 inspection that a red school bus remains on your property.

This letter serves as notification that the red bus must be removed from your property by September 30, 2018. Failure to adhere to the terms of your license by this deadline may result in the Board of Selectmen calling a hearing regarding your compliance with license restrictions.

Please contact my office if you have any questions.

Sincerely,

Peter Lombardi
Town Administrator

Enclosure

NUMBER

2018-1

THE COMMONWEALTH OF MASSACHUSETTS

TOWN of WENHAM

FEE

\$100.00

USED CAR DEALER'S LICENSE - CLASS II.

TO BUY AND SELL SECOND-HAND MOTOR VEHICLES

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto FREEMAN'S GARAGE - Edward Freeman, Jr.

is hereby licensed to buy and sell second-hand motor vehicles at No. 34 & 36 Arbor Street St. Wenham, MA 01984

on premises described as follows:

4 CAR GARAGE, 2 CAR SHED; HOURS OF OPERATION: 9:00AM - 5:00PM MONDAY - SATURDAY; AS A SOLE PROPRIETOR,
TOWN MUST BE NOTIFIED OF ANY EMPLOYEES OR CONTRACTORS; PROPERTY IS TO REMAIN IN COMPLIANCE
WITH ALL OTHER RELEVANT LOCAL AND STATE BYLAWS; THROUGH MAY 15, 2018: NO MORE THAN 25 CARS ON PROPERTY
WITH NO MORE THAN 5 CARS PERMITTED TO BE DISPLAYED IN FRONT OF PROPERTY; EFFECTIVE MAY 15, 2018: NO MORE THAN
20 CARS ON PROPERTY WITH NO MORE THAN 2 CARS PERMITTED TO BE DISPLAYED IN FRONT OF PROPERTY; RESTRICTED TO
OPERABLE CLASS D & CLASS M VEHICLES
JANUARY 9, 2018

THIS LICENSE EXPIRES JAN. 1, 2019

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES.

FORM 55 11&W HOBBS & WARREN™

(OVER)

Memorandum

To: Peter Lombardi, Town Administrator
From: Captain Kevin J. DiNapoli *KJD*
Date: July 31, 2018
Re: Used Car Dealer Inspections

This afternoon at approximately 12:00 PM, I conducted a follow-up inspection at *Freeman's Garage*. While on scene, I made contact with Mr. Freeman and inquired about the status of the red bus on his property and expected follow-up hearing at the Registry of Motor Vehicles. Mr. Freeman advised all his letters to the purchaser of the bus were "Returned to Sender" from the address in Dorchester, Massachusetts. His next step is to apply for a duplicate title so he can re-take ownership of the bus and attempt to sell it again. (I provided guidance on this process).

Mr. Freeman then acknowledged a follow-up hearing was conducted at the Registry of Motor Vehicles on Thursday, July 26th. Pursuant to the hearing, an updated *Memorandum of Agreement* was reviewed and signed by Mr. Freeman. (See attached). There were no sanctions or fines administered because Mr. Freeman was able to provide adequate proof of the modifications completed pursuant to the follow-up inspection conducted by Trooper Luise on June 12, 2018. While on scene, I too observed these modifications which included:

- Two new signs were posted out front.
- The sales office was set up with a separate entrance.
- The business hours were clearly posted on the sales office door.
- All applicable licenses were posted in clear view in the sales office.

Once done with the inspection, I cleared the business with no further action taken.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Erin C. Deveney, Registrar



Memorandum of Agreement

1. This *Memorandum of Agreement* is entered into between the Registrar of Motor Vehicles, through his agent, and the following named General Registration and General Registration Number Plate holder: (hereinafter Registrant): Edward Freeman – Freeman Garage – DLN 982
2. The Registrar caused a Pre-Hearing Conference to be held at the offices of the Registry of Motor Vehicles (RMV) at the time, date and place indicated in a **Notice of Pre-Hearing Conference** mailed to the Registrant on 7/3/18
3. The Registrar had received a complaint and/or official report containing an allegation that if true, would tend to indicate that the Registrant's conduct may be in violation of a law, regulation, or policy enforced by the RMV. The purpose of the Pre-Hearing Conference was to review the allegation(s) with the Registrant and afford him/her an opportunity to respond. The Notice invited the Registrant to bring a legal representative or witnesses.
4. The Notice stated ☐ if the Registrar, through his representative, determines that a law, regulation or policy enforced by the RMV has been violated and that a sanction or other action is appropriate, the representative may offer you an opportunity to enter into a *Memorandum of Agreement* containing the terms of a settlement of the allegations. The *Memorandum* may include a penalty or other sanction that you agree to ranging, for example, from a suspension of one or more General Registration Number plates for a specific period to revocation of one or more General Registration Number plates for 12 months. If the terms of the *Memorandum of Agreement* are complied with, no additional action based on the allegation(s) will be pursued by the RMV.
5. As a result of information reviewed during the Pre-Hearing Conference, including any documents and testimony presented by the Registrant, the Registrar's agent has determined that the following law, regulation or policy enforced by the RMV has not been complied with by the Registrant or has been violated: Ch 90 Sec 1 – Not a dealer as defined, Ch 90 Sec 16, Missing information on Title, Ch 140 Sec 62, Failure to maintain UCRB, 540 CMR 18.02, Improper premise, 201 CMR 11.00- No Lemon Law stickers

(This is an Important Document-Please Have it Translated if Necessary)

(Page 1 of 2)

6. The Registrant has indicated a willingness to adhere to the law, regulation or policy enforced by the RMV in the future and the Registrar is willing to enter into an informal agreement with Registrant providing for the following penalty and/or corrective action: UCRB Upated, Office completed, decals on hand attached to display vehicles and the Registrant will adhere to all rules and regulations pertaining to Section V plates.

☐ If corrective action is required, the completion date shall be no later than _____

☐ If one or more registration plates are to be suspended or revoked, the plate(s) must

be turned-in to the place designated by the Registrar's agent no later than: _____

Turn-in Plate(s) to: **Section Five Division, Registry of Motor Vehicles,**

P O Box 55897, Boston, MA 02205-897 ATTN: Sabrina Brown


(Although a suspension or revocation shall be effective as of the date specified above for purposes of prohibiting use of the affected registration plate(s), no time shall be credited to the Registrant's suspension/revocation period until the registration plate(s) is turned-in as required. Failure to turn-in the plate(s) by the required date may result in a Formal Hearing and additional penalties.)

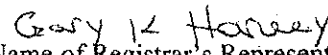
7. The Registrant (through its representative) has reviewed this *Memorandum of Agreement* and agrees that it will abide by the penalties and/or required corrective action as contained in Paragraph 6, including any dates entered therein. Registrant further understands and agrees that its failure to comply with the terms of this *Memorandum of Agreement* may result in a **Formal Hearing** being scheduled by the Registrar. The Registrant understands that **Formal Hearings** are presided over by a representative of the Registrar and conducted according to the rules of the RMV for the ☐ Conduct of Hearings Within the Registry of Motor Vehicles ☐-see 540 CMR ☐9.00). If the Registrar's representative determines that the *Memorandum of Agreement* has not been complied with, the Registrar may impose any penalty or sanction authorized by law, which may include suspension or revocation of one or more General Registration Number Plates or the revocation of the General Registration and all General Registration Number Plates.


Signed for the Registrant


Signed for the Registrar

(By signing on behalf of the Registrant you are representing that you are so authorized.)


Printed Name of Registrant's Representative


Printed Name of Registrar's Representative

Today's Date:

(This is an Important Document-Please Have it Translated if Necessary)

7/26/18

Memorandum

To: Peter Lombardi, Town Administrator
From: Captain Kevin J. DiNapoli *KJD*
Date: July 3, 2018
Re: Used Car Dealer Inspections

This afternoon at approximately 1:00 PM, I conducted a follow-up inspection at *Freeman's Garage*. While on scene, I made contact with Mr. Freeman and inquired about the status of the red bus on his property. Mr. Freeman advised the bus was purchased on December 9, 2017 and part of the sale agreement was it could stay on his property until June of 2018. Mr. Freeman said he waited until the end of June and then sent the purchaser a certified letter inquiring on his status of removing the bus. In his letter, Mr. Freeman informed the subject the bus would be "considered abandoned" if it was not removed from his property within thirty days of his confirmed receipt of the above-mentioned letter.

While on scene, I also inquired with Mr. Freeman if he received a hearing date from the RMV (based on our most recent inspection) and he said no.

Please see attached copies of the following documents:

- Bill of Sale dated 12/09/17.
- Letter to Purchaser dated July 1, 2018.
- Proof of Certified Mail dated July 2, 2018.

BILL OF SALE

Freeman's Garage

of (address:) 34 Arbor St (city:) Wenham

(state:) MA 01984 hereby certify that I am the lawful owner of this vehicle

Year 1989 Make Inter National Model 1753 Bus

VIN# 1HVLN2RP5KH637354

and have the authority to sell it. I hereby acknowledge the receipt of \$ 1000

(spell out) One Thousand Dollars

in the form of CASH from (Buyer's name:) Evans Bickelme

of (address:) 1756 Dorchester Ave (city:) Dorchester

(state:) MA 02124 as full payment for the purchase of the said vehicle.

I hereby state that the mileage of the vehicle at the time of sale is 147,556


I do hereby grant, sell and transfer full ownership of this vehicle to the buyer. I certify that this vehicle, at the time of sale, is free from all encumbrances, taxes, fees and liens except as those specified on the Title or listed below, and that, I (Seller) will defend and be held fully responsible for such lawful claims and demands with respect to the vehicle, if any.

Buyer accepts full liability for the vehicle, damages, and any third party liability incurred from the vehicle use from the date of sale.

If applicable, Seller agrees to make arrangements for the reasonable delivery of vehicle title from lien holder to buyer immediately.


Signature of Seller

12/9/17
Date of Freeman's Garage


Signature of Buyer

12/9/17
Date

Letter concerning business

Dated July 1 2018

To Whom it may concern

Please Be advised

Dear Evans BiNaimé;

You Purchased a 1989 International Bus from Me on 12/9/17. The discussion at that time was you were going to pick it up by June 2018 and owing a storage fee of \$400 per month which is now due total of \$480.00. Edward Grauman Jr have not been contacted since that day. The town of Wenham has strongly requested the bus must be removed.

You have 30 days or until July 31, 2018 to remove the Bus pay applicable Storage fees or else it will be considered abandoned on the property. If it's abandoned have no choice but to pay to have it removed thus forfeiting all legal rights to acquire ownership

Please Evans Contact Ed ASAP

978-335-3006

34 Arbor St Wenham, Mass

To resolve this matter Reasonably

Thank you Edward Grauman Jr

WENHAM
146 MAIN ST
WENHAM
MA
01984-9998
2485680984
07/02/2018 (800)275-8777 9:02 AM

Product Description	Sale Qty	Final Price
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First-Class Mail Letter	1	\$0.50
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(Domestic)
(DORCHESTER CENTER, MA 02124)
(Weight: 0 Lb 0.50 Oz)
(Estimated Delivery Date)
(Thursday 07/05/2018)

Certified 1 \$3.45

(USPS Certified Mail #)
(70173040000028678845)

Return Receipt 1 \$2.75

(USPS Return Receipt #)
(9590940233937227291965)

Total \$6.70

Cash \$6.70

Text your tracking number to 28777
(2USPS) to get the latest status.
Standard Message and Data rates may
apply. You may also visit www.usps.com
USPS Tracking or call 1-800-222-1811.

Preview your Mail
Track your Packages
Sign up for FREE @
www.informedelivery.com

All sales final on stamps and postage
Refunds for guaranteed services only
Thank you for your business

NOW HIRING. Please visit
www.usps.com/careers to apply

HELP US SERVE YOU BETTER

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

Go to:
<https://postalexperience.com/Pos>

840-5018-0192-002-00022-42335-01

or scan this code with
your mobile device:



or call 1-800-410-7420.

YOUR OPINION COUNTS

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

DORCHESTER CENTER, MA 02124

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee if appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.50

Total Postage and Fees \$6.70

Sent To Evans, Bie Name

Street and Apt. No., or PO Box No. 1756

City, State, ZIP+4® Dorchester Ave #3

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

07/02/2018

0984

2017 3040 0000 2867 8845

Memorandum

To: Peter Lombardi, Town Administrator
From: Captain Kevin J. DiNapoli *KJD*
Date: June 12, 2018
Re: Used Car Dealer Inspections

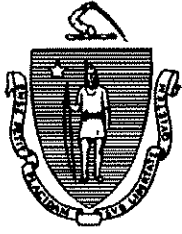
This afternoon at approximately 12:30 PM, I conducted a follow-up inspection at *Freeman's Garage* with Trooper Luise of the Massachusetts State Police. While on scene, Trooper Luise identified a number of deficiencies described as follows:

- The "office" set up on the front porch area of the residence does not meet the current guidelines. As of April 1, 2018 the law changed which does not allow for an office to be inside any residence. It must now be at least 10 X 10 in a detached building such as the garage.
- There was no sign outside which is required by law. Trooper Luise did say this violation can be waived if the town ordinance in the individual municipality does not allow for the signage.
- One of the vehicles listed for sale was being used for personal use by Mr. Freeman. This vehicle, however, was not in the authorized condition. Trooper Luise advised the vehicle must have a lemon law sticker properly affixed and be "show room ready."
- There were several "open titles" for vehicles on Mr. Freeman's lot that needed to be signed in our presence.
- The used car log did not have the proper inventory noted. The log noted there were (6) active vehicles for sale, however, we located (8) vehicles for sale on the lot.

- Mr. Freeman currently owns (3) dealer plates, however, Trooper Luise advised the structure and set-up of the business does not authorize that number of dealer plates. Trooper Luise advise the RMV will most like seize one or two of Mr. Freeman's plates.

*While on scene I also inquired about the status of the red bus on the property. Mr. Freeman said it was sold in November/December of last year for \$1000.00. He said the purchaser agreed to take the bus "sometime in June" and that he expects it to be removed soon. I asked Mr. Freeman if he could provide proof of the sale and he said he would "try to dig up the paperwork."

Trooper Luise advised he would complete a report of this inspection and forward me a copy sometime next week. He also said the above-listed deficiencies will trigger a "formal" secondary hearing that should be scheduled in an approximate thirty day period.



The Commonwealth of Massachusetts

Department of State Police

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL BENNETT
SECRETARY

COLONEL KERRY A. GILPEN
SUPERINTENDENT

Division of Field Services

Special Operations

Vehicle Services Section

25 Newport Ave Ext.

North Quincy, MA 02171

June 13, 2018

To: Lieutenant Robert F. Clements #2842, Motor Vehicle Regulatory Section, Commander
From: Trooper Charles A. Luise #3018, Vehicle Services Section
Subject: Freeman's Garage DLN 982

1. On February 13, 2018 I conducted a "spot-check" of Freeman's Garage in the Town of Wenham at the request of the Licensing Commission. As a result of my investigation a hearing was requested for numerous violations. On April 3, 2018 a hearing was held and a follow-up spot check was generated to ensure compliance.

2. On June 12, 2018 myself and Captain DiNapoli of the Wenham Police Department went to Freeman's Garage to conduct the spot-check. Upon our arrival we met with Ed Freeman who was outside doing yardwork. As we entered the driveway I did not observe any sign indicating there was a business located on the premise. There were two vehicles parked on the grass however there was no indication they were for sale. This address is a residence and at the time of my last inspection there was a trailer that Freeman intended to turn into an office. However the town determined the trailer was not allowed any longer. Currently Freeman was working out of his front porch. This location was not cleared and setup for an office. Freeman had to enter his residence to gather each item I requested as part of the investigation. Freeman was advised in writing at the time of his hearing that no part of his business could be located within a residence.

3. I observed DLN 982D affixed to a vehicle in the driveway. This vehicle did not have any visible used car warranty sticker or lemon law sticker affixed to the window and was full of personal belongings (not held "for sale"). A check of his titles revealed one "open title." Freeman did not have any records of the previous years sales and had to guess at 100 plus vehicles sold last year. He had to guess again for this years current sales at 20 however according to the used car record book there were nowhere near 100 vehicles sold last year and only 13 recorded for 2018. Currently Freeman has three dealer plates but he is the sole employee

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and only averaging 2 sales per month. There is no need for Freeman to have three plates where one would suffice until sales improve or additional help is hired.

4. Based on my investigation I request a hearing for the following violations:

- C90s1 Not a dealer as defined by law
- C90Ds16 Open title
- C140s62 Fail to maintain used vehicle record book
- 540CMR18.02 Improper premises (residence)
- 540CMR18.02 No permanently affixed exterior sign posted
- Determine need for three plates

Respectfully Submitted,

Charles A. Luise #3018
Trooper, MASS State Police
Vehicle Services Section

Memorandum

To: Peter Lombardi, Town Administrator
From: Captain Kevin J. DiNapoli *KJD*
Date: May 23, 2018
Re: Used Car Dealer Inspections-Update

On May 8, 2018, Chief Perkins and I made a follow-up visit to *Freeman's Garage* located at #34 Arbor Street. The intention of our visit was to check Mr. Freeman's progress of adhering to the corrections required from his inspection in February and subsequent hearing in March. At that time, it was obvious Mr. Freeman had been taking steps to clean up his yard and clear up some of his inventory. There was only one car on his front lawn and three passenger cars in his back yard. There was also a large red passenger bus in the back yard. (Mr. Freeman said the bus is sold and scheduled to be removed from the property in June).

On May 17, 2018 I again went by *Freeman's Garage* on another follow-up visit. Mr. Freeman was not home and the same vehicles as listed above were on his property. I have since made several more follow-up visits to acquire a proof of sale for the bus on the property, however, I have been unable to locate Mr. Freeman. Each time his property and inventory appeared the same.

I have since had several conversations with the Registry Inspector previously identified as Sabrina Brown. Ms. Brown had some concerns about the location of the office (as required from the inspection) as her agency would rather it be in the trailer instead of the residence. I explained to her (and provided proof) that Mr. Freeman was instructed by the Town of Wenham to remove the trailer from his property, therefore, not allowing him any other options.

Ms. Brown agreed the next step would be to authorize an unannounced "Spot Inspection" by the Massachusetts State Police within the next thirty days. I subsequently made contact with Trooper Charles Luise who advised the inspection would most-likely be sometime next week. Trooper Luise agreed to advise me ahead of time so I could accompany him during the event. I will notify you accordingly in-writing of the results of said inspection.

Peter Lombardi

From: Peter Lombardi
Sent: Thursday, May 10, 2018 10:30 AM
To: Kevin Dinapoli
Cc: Tom Perkins; Jacqueline Bresnahan
Subject: RE: Freeman's Garage
Attachments: Zoning Violation Letter to Freeman 04.10.18.pdf

Attached is the April 10 letter from our Zoning Enforcement Officer regarding the zoning bylaw violation presented by business use of the trailer. In follow-up site visits, the office appears to have been shifted from the trailer to his home. Please let me know how this impacts his standing with the RMV.

Peter Lombardi
Town Administrator

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

From: Kevin Dinapoli
Sent: Thursday, May 10, 2018 10:00 AM
To: Peter Lombardi
Cc: Tom Perkins
Subject: Freeman's Garage

Peter,

I finally got ahold of the representative from the Mass Registry regarding the Freeman hearing. She is identified as follows:

Sabrina Brown
Sabrina.Brown@state.ma.us
(617) 368-7526

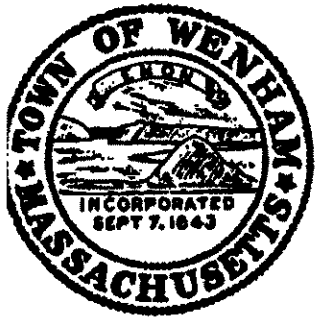
Ms. Brown advised Mr. Freeman did **not** receive a *Memorandum of Agreement* because he “provided photo proof of the office/trailer with posted hours.” I advised the trailer was no longer on-site and that he was in the process of setting up his office inside his residence. She stated a home office was not authorized and that Mr. Freeman was supposed to maintain the trailer/office because that proof was already provided to her at the April 3rd hearing. Ms. Brown also asked if we could provide any proof or documentation to her detailing the Town of Wenham’s order to have Mr. Freeman remove the trailer from his property.

Thanks,

Kevin

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

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Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

BUILDING DEPARTMENT

TEL 978-468-5520 Ext. 4 FAX 978-468-8014

April 10, 2018

RE: 34 Arbor Street Zoning Violation

Edward Freeman, Jr.
34 Arbor Street
Wenham, MA 01984

Dear Mr. Freeman,

I am writing to follow up from our conversation on Tuesday, April 3. As discussed, you agreed to relocate your office to one of the permanent buildings on your property. An office in a camper/trailer is violation of Town Zoning Bylaws. I understand an office is required under state guidelines for your business. You have agreed to relocate your office in one of the permanent buildings on your property so as to comply with local zoning per the conditions of your license with the Board of Selectmen. I will follow up in two weeks to ensure you have completed these necessary changes.

Thank you for your anticipated cooperation in this matter.

Yours truly,

Charles Brett
Building Inspector & Zoning Enforcement Officer

CC: Peter Lombardi, Town Administrator; Thomas Perkins, Police Chief; Tony Feeherry, Chairman,
Zoning Board of Appeals

Memorandum

To: Peter Lombardi, Town Administrator
From: Captain Kevin J. DiNapoli KSD
Date: February 15, 2018
Re: Used Car Dealer Inspections

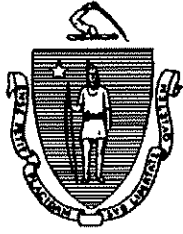
At the beginning of February I made contact with Trooper Charles Luis of the *Massachusetts State Police-Vehicle Services Section*. Trooper Luis agreed to conduct "spot checks" of the three establishments in Wenham currently licensed to sell used cars. These establishments are identified as follows:

Freeman's Garage	34 Arbor Street, Wenham, MA 01984
Burnett's Garage	60 Maple Street, Wenham, MA 01984
Fallon's Auto Sales	233 Main Street, Wenham, MA 01984

As a courtesy, I responded to Burnett's Garage and Fallon's Auto Sales on Friday, February 9, 2018 to advise them an inspection would be taking place in the near future. (Freeman's Auto Sales had already been advised of the pending inspection). I then accompanied Trooper Luis during these inspections on Tuesday, February 13, 2018. (Please see attached reports). Pursuant to the inspections, Burnett's Garage and Freeman's Garage will receive notices (within thirty days) to appear before Section 5 (Massachusetts Registry Chapter 90/Section 5) for a hearing. The hearings will subsequently determine if the deficiencies identified in the inspection reports were rectified.

If it is determined at the hearings the corrections were not made, the RMV has the authority to suspend or revoke the dealer and/or repair plates. Only the Town of Wenham (as the true licensing authority) can suspend the license. Normally, first offense violations result in signed agreements to fix the issues and comply with all future rules, laws and regulations. There are no fines that can be assessed.

As noted in the inspection report for Fallon's Auto Sales, the deficiencies identified did not trigger the need for a hearing. Instead, I will conduct the inspection in a thirty day period to confirm the issues were resolved and supply you with an updated inspection report accordingly.



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL BENNETT
SECRETARY

COLONEL KERRY A. GILPEN
SUPERINTENDENT

The Commonwealth of Massachusetts

Department of State Police

Division of Field Services

Special Operations

Vehicle Services Section

25 Newport Ave Ext.

North Quincy, MA 02171

February 14, 2018

To: Lieutenant Robert F. Clements #2842, Motor Vehicle Regulatory Section, Commander
From: Trooper Charles A. Luise #3018, Vehicle Services Section
Subject: Freeman's Garage DLN 982

1. On February 13, 2018 I conducted a "spot-check" of Freeman's Garage located at 34 Arbor St in the Town of Wenham with Captain Kevin Dinapoli of Wenham PD at the request of the Town of Wenham Licensing Commission.

2. On our first time going by the address listed on the license as 34 & 36 Arbor St we found these were both residential houses. We found there was no one around. We did not observe any sign or posted hours. We did observe vehicles in the backyard of the houses with inspection stickers and no used car warranty or lemon law stickers. There was no indication this was a used car dealership. This was clearly a residence in a residential neighborhood.

3. We called the phone number listed on the used car license and it had been disconnected. We called a phone number listed on one of the "for sale" signs posted on one of the vehicles and it went to voicemail. A phone call was received by an unknown person to Town Hall informing us we went to the wrong house. We were at 36 and should've gone to 34 Arbor St.

4. Upon returning to 34 Arbor St we were met outside by the owner Edward Freeman who had his briefcase setup outside awaiting our arrival. He stated he currently has no office. He stated he previously used 36 Arbor St but someone ransacked the place and he now rents it to a friend. He was advised a residential house it not an authorized place of business. He did have an old trailer in the yard that "if" was turned into an office would comply with Section 5 but not sure about the Town's licensing or zoning requirements. That was also the issue he was having with posting a sign.

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5. Upon going through the through his paperwork there were 11 titles for 16 vehicles and we found three open titles. When asked how many vehicles he sold in 2017 he stated 58 however the Used Car Record Book (UCRB) showed there were 103 vehicles sold. He stated he sold 7 vehicles for 2018 but there were only 2 vehicles recorded as being sold in the UCRB. Freeman stated he was the sole employee and when asked why he would need three dealer plates he stated when he buys cars at the auction he will hire drivers to bring them back. When asked if he has workmen's comp he stated no.

6. A copy of this report will be forwarded to the Town of Wenham Licensing Commission for possible administrative action. It will be also sent to the Division of Industrial Accidents for a follow up on the workmen's comp. These dealer plates should be suspended until the owner meets the requirements as a dealer and establishes a place of business. I request a Section 5 hearing for the following:

- C90s1 Not a dealer as defined by law
- C90Ds16 Open titles
- 540CMR18.02 Improper premises
- 540CMR18.04 No lemon law stickers
- 540CMR18.04 No used car warranty stickers
- C90s20 Fail to remove inspection stickers
- Fail to obtain workman's Comp

Respectfully Submitted,

Charles A. Luise #3018
Trooper, MASS State Police
Vehicle Services Section

BOARD OF SELECTMEN MEETING

December 4, 2018

NEW BUSINESS

C.

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

(20 Minutes)

- 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 and Operations Services between the Commonwealth of Massachusetts Sheriff's Department of Essex County and 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

BOARD OF SELECTMEN MEETING

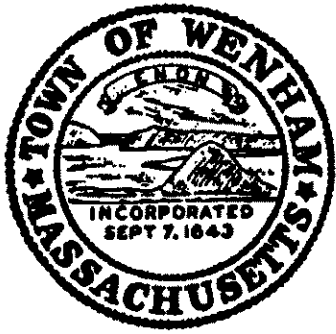
December 4, 2018

NEW BUSINESS

C.

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

- 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



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
CC: Police Chief Tom Perkins, Fire Chief Stephen Kavanagh
FROM: Peter Lombardi, Wenham Town Administrator
RE: Status Update on Regional Dispatch and Review of Proposed New Intermunicipal Agreement for the Joint Provision of Public Safety Communications, Dispatch, and Operations Services
DATE: November 30, 2018

On November 9, approximately 4 months after our last meeting on this issue, State 911 officials sent a proposed Intermunicipal Agreement (IMA) that would govern the newly branded North Shore 911 Center effective next July 1. This preliminary draft did not include any input from the member communities. The proposed arrangement will reduce the Town's annual regional dispatch costs by \$82k (down to \$0) and would ensure that we would not have to pay anything for this service for up to the next 10 years. However, based on our experiences to date at the RECC, the findings from the recent audit, and our initial feedback to state officials when this new proposal was first presented, we have a number of concerns about the IMA as currently drafted. These include:

- Purely advisory capacity of participating members (further diminishing role of towns in any/all decision making processes)
- Initial 7 year term before withdrawal (only 5 year notice required under current IMA)
- 3 year notice to withdraw (currently 2 years)
- Lack of clarity about ownership of capital infrastructure
- Lack of clarity about financial responsibilities for equipment upkeep and future capital improvement costs
- Lack of clarity about the financial terms of withdrawal
- Lack of clarity about cost to municipalities who may want to join in the future
- Lack of clarity about when we would "transition to a shared radio frequency" and whether all departments would be on a single frequency
- No reference to continued provision of Reverse 911 service
- Reduction in willingness to direct appropriate calls to DPW employees for sanding/salting, and Animal Control Officer and Electrical Inspector to respond to emergencies

As you will note in reviewing the June 26 and July 11 RECC Board meeting minutes, the major concern expressed by all of the member communities and their representatives (Mayor/Managers, Police Chiefs, and Fire Chiefs) was that local control be retained at least to the extent it is under the current IMA. There was also a stated desire to make the new

IMA more specific (not less) and for it to reflect the key recommendations of the audit. Those comments were reiterated when the proposed IMA was discussed when we met with state officials earlier this week. The towns now plan to submit our collective comments, feedback, and proposed revisions to State 911 by December 14. We have asked for a prompt turnaround on their end so that we can more clearly understand what we would be committing to under the terms of the new arrangement in time to make a decision as part of our FY20 budget process. We did get confirmation from town counsel that we would not need to receive approval from Town Meeting to execute the new IMA, per MGL Ch 40 Sec 4A.

At the same time, over the past few months, we have been working with Municipal Resources, Inc. to understand the feasibility of opting to join either Danvers or Hamilton for regional dispatch services. We expect to have a draft report from MRI by the end of December. However, even if the Town decided to commit to partnering with either of these other communities, it is highly unlikely that we would be able to effectively make that transition by next July 1. Accordingly, and since there are also many unknowns about what the RECC operation will look like when State 911 takes over its management next year, I plan to strongly advocate for the insertion of language that would allow the member communities to opt out of the RECC within the first 2 years under the new IMA.

Peter Lombardi

From: Moran, Matthew (EPS) <matthew.moran@state.ma.us>
Sent: Friday, November 09, 2018 4:07 PM
To: Mayor Gray (mayorgray@amesburyma.gov); khebert@topsfield-ma.gov; Brendhan Zubricki; Peter Lombardi; Andrew.Sheehan@middletonma.gov
Cc: Kevin Coppingier (KCoppingier@essexsheriffma.org); Dennis Newman (DNewman@essexsheriffma.org); Alyson Dellisola (adellisola@ecrecc.org); Pozniak, Frank (EPS); Fournier, Norm (EPS)
Subject: IMA Draft
Attachments: North Shore Intermunicipal Agreement 11 9 18.docx; North Shore RECC IMA Attachment A.DOCX

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon:

I have attached for your review our draft of the Intermunicipal Agreement, and accompanying Attachment A. As you will note, it is our intention to rename/rebrand the operation to the North Shore 911 Center. We also made an effort to maintain a similar board structure, as we consider your input, and that of the Chiefs, critical to the Center's success.

Alyson will be following up with specifics about setting up a meeting to discuss the draft. In the meantime, we would welcome any feedback in advance of the meeting.

Thanks again for your patience, and I hope you have a nice Veterans Day Weekend.

Matt

Matthew Moran
Undersecretary | Forensic Science and Technology
Executive Office of Public Safety and Security
617-274-5529

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

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

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

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

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

1. TERM

This Agreement shall take effect on July 1, 2019. This Agreement shall continue in effect for a period of ten (10) years from such date.

2. ORGANIZATIONAL STRUCTURE

Up until the effective date of this Agreement, the 911 center in Middleton, located in a building on the

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

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

3. APPLICABILITY

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

4. FINANCIAL RESPONSIBILITY

Upon the effective date of this Agreement, those Members of the Essex RECC who have executed this Agreement shall become Members of the North Shore RECC. Such Members shall bear no financial responsibility to support the administration and operation of the North Shore RECC during the term of this Agreement.

5. ADVISORY BOARDS

Three Advisory Boards shall advise the State 911 Department on matters pertaining to the operation of the North Shore RECC.

A. The Fire Advisory Board shall consist of the fire chiefs from each Member community. The Board shall elect a Chair. A quorum shall consist of at least 50 percent of the Members.

B. The Police Advisory Board shall consist of the police chiefs from each Member community. The Board shall elect a Chair. A quorum shall consist of at least 50 percent of the Members.

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

the operation of the North Shore RECC. Such Advisory Boards also shall meet together, as necessary. All such Advisory Board meetings shall be conducted in accordance with the requirements of the Commonwealth's Open Meeting Law.

D. The Executive Advisory Board shall be comprised of the Mayor, Town Manager, or Town Administrator of the Members, and the Chair of each of the aforementioned two (2) Advisory Boards - Police and Fire Advisory Boards. The Executive Advisory Board shall elect a Chair. The Executive Advisory Board shall meet quarterly, but more frequently as may be necessary, to advise the State 911 Department on the administration, budget, and operation of the North Shore RECC. All Executive Advisory Board meetings shall be conducted in accordance with the requirements of the Commonwealth's Open Meeting Law. A quorum shall consist of at least fifty (50) percent of the Members.

E. Representatives shall serve at the pleasure of their respective appointing authorities until they resign or a successor is appointed.

6. NORTH SHORE RECC SERVICES

The North Shore RECC shall provide core services for Members as listed on Attachment A. To improve efficiencies and situational awareness and reduce errors, monitoring shared Member radio frequencies is listed as a core service

on Attachment A. The North Shore RECC shall transition to a shared radio frequency system as soon as practical.

7. RECORDS AND REPORTS

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

8. ADMISSION OF ADDITIONAL MEMBERS

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

9. WITHDRAWAL

Any Member may withdraw from this Agreement after seven (7) years following its date of execution by providing three (3) years written notice.

10. FISCAL YEAR

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

11. AMMENDMENT OF AGREEMENT

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

12. DISSOLUTION

This Agreement shall dissolve upon the expiration of its term.

13. SEVERABILITY

If any term or condition of this Agreement or any application thereof shall to be any extend be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or more parties would be substantially or materially prejudiced.

14. GOVERNING LAW

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

15. ENTIRE AGREEMENT

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

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

Attachment A

Core Services for Members

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

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

THIS AGREEMENT is entered into by and between the Commonwealth of Massachusetts Sheriff's Department of Essex County, Massachusetts (the "Sheriff") and those cities and towns, acting by and through their Mayor or Board of Selectmen (referred to hereinafter as "Chief Executive Officer") which execute this agreement hereinafter referred to collectively as the "Members"), as follows:

WHEREAS, the Members wish to develop coordinated public safety communication operations to provide improved and effective communications for emergency medical dispatch services, timely and efficient responses by police, and fire resources, and expediting timely and efficient responses by other First Responders providing emergency services on behalf of the Members; and

WHEREAS, the Sheriff is able to provide mutual aid and assistance to Members to coordinate public safety communication operations to achieve improved levels of effectiveness, efficiency, and cost control; and

WHEREAS, the Sheriff and the Members agree to develop a regional emergency communications center under the direction of the Sheriff to render emergency dispatch, communications and operations services as appropriate to their joint and respective needs; and

WHEREAS, the Sheriff and the Members are authorized to undertake this Agreement pursuant to the provisions of M.G.L. C.40, §§4A and 4D.

NOW, THEREFORE, the Sheriff and the Members, in consideration of the covenants and mutual promises contained herein, hereby agree as follows:

1. TERM

This Agreement shall take effect on the first day of the fiscal year following its execution by the Sheriff and not fewer than four (4) Members. This Agreement shall continue in effect for a period of ten (10) years from such date or until the number of Members hereto becomes fewer than five (5).

2. NAME

The Sheriff and the Members hereby agree, for the purpose of providing the services as described herein, to the creation of an entity to be known as the "Essex Regional Emergency Communications Center" (the "RECC").

3. GOVERNING ADVISORY BOARDS

The RECC shall be overseen by three Governing Advisory Boards as described below, with the Sheriff serving as an ex officio non-voting representative on each of the three boards:

- A. The Fire Advisory Board shall consist of the fire chiefs from each Member community.
- B. The Police Advisory Board shall consist of the police chiefs from each Member community.
- C. The Finance Advisory Board shall consist of, for a Member with a city form of government, the Chief Executive Officer or chief financial officer, as designated by the Chief Executive Officer; and, for a Member with a town form of government, the town administrator, town manager, or chief financial officer, as designated by the Chief Executive Officer.

Representatives to each Advisory Board shall not have any financial or employment association with the Sheriff, the Sheriff's department.

Representatives shall serve at the pleasure of their respective appointing authorities until they resign or a successor is appointed.

4. GOVERNING ADVISORY BOARDS - POWERS

A. The Financial Advisory Board shall have the authority to:

- a) Approve annual and supplement budgets of the RECC,
- b) Apportion costs to the Parties as prescribed herein,
- c) Approve the annual operating and staffing plans of the RECC and changes thereto,
- d) The Finance Advisory Board shall form a sub-committee of three representatives to assist in the collective bargaining activities for RECC units at the agency level. The Sheriff as appointing authority shall have the sole duty, obligation and authority to complete the collective bargaining process with the State Office of Employee Relations and the Executive Office of Administration and Finance.

B. The Police and Fire Advisory Boards shall each promulgate uniform operating policies, procedures, rules and regulations that govern the development and operations of the RECC,

Each Advisory Board may form such committees and working groups individually and/or jointly as each deems appropriate and, by majority vote of each Advisory Board, appoint representatives thereto.

Each Advisory Board may delegate its ministerial duties, at its convenience, to the Sheriff.

5. GOVERNING ADVISORY BOARDS - MEETINGS

The Governing Advisory Boards shall meet within the first ten business days of each fiscal quarter at the site of the RECC. Special and emergency meetings may be called by the Chair of each respective Advisory Board, or by a majority of the Member representatives by written petition to the Chair.

The Chair shall cause all Member representatives to be provided with no less than forty-eight (48) hours written notice of all meetings.

All Advisory Board meetings shall be conducted in accordance with the requirements of the Commonwealth's Open Meeting Law. Public notices of Advisory Board meetings shall contain the agenda for the meeting. An Advisory Board shall take no vote pertaining to the annual plan and budget or amendments thereto, or the election or recall of an Advisory Board officer, or a veto as herein authorized of any action by the Sheriff, absent notation of such intention in the public notice.

6. GOVERNING ADVISORY BOARDS - QUORUM

A quorum of an Advisory Board shall be required to convene all meetings. A quorum of an Advisory Board shall consist of at least 50 percent of the Member representatives.

All votes of the Advisory Boards, except those declared without objection as "unanimous", shall be by roll call. All committee votes may be made by voice.

Any motion offered for action by an Advisory Board shall be deemed adopted when a majority of Member representatives present and voting votes in favor of such action, unless otherwise specified herein.

7. GOVERNING ADVISORY BOARDS - OFFICERS

Each of the three Governing Advisory Boards shall annually, at its first fiscal quarter meeting, elect a Chair, a Vice-Chair, and a Secretary/Clerk from among the Member representatives, who shall perform the duties commonly associated with those titles and as otherwise assigned by vote of the Advisory Board.

Each Member shall be entitled to cast only one (1) vote for each officer. Officers shall serve no more than three (3) consecutive years in the same office. The Sheriff may not serve as an officer.

Each Governing Advisory Board shall fill vacancies among the officers by election at its next meeting following the occurrence of the vacancy. Officers elected to serve unexpired terms shall serve until the next annual election. Any term so served that exceeds one hundred eighty (180) days within a single fiscal year shall be counted as one year of service.

Each Advisory Board may, by a simple majority vote of the Member representatives, recall any officer at any time and without cause provided the subject officer, the Members and their representatives are given written notice of the purpose of the meeting not less than ten (10) business days, not including the

day the notice is given, prior to the posting of the recall meeting notice. No other business shall be conducted at a special meeting called for the purpose of recall.

Resignations by officers shall be submitted in writing to the respective Advisory Board.

The Chair of the Board or, in the Chair's absence, the Vice Chair shall preside at all meetings of the Board. If neither the Chair nor the Vice Chair is present, the remaining Member representatives present at a meeting shall elect by majority vote a Chair *pro tem* to serve as chair for that particular meeting.

8. EXECUTIVE BOARD

There shall be an Executive Board comprised of the Chair of each Advisory Board.

The Executive Board shall meet monthly with the Sheriff and the Director of the RECC to review the operations of the RECC. A quorum of the Executive Committee shall consist of three Member representatives.

All Executive Board meetings shall be conducted in accordance with the requirements of the Commonwealth's Open Meeting Law.

9. FINANCIAL LIABILITY

The financial obligations of the Sheriff and the Members under this Agreement shall not commence until the "Start-Up and Operations Transfer Plan and Budget" as provided for herein has been accepted by its Chief Executive Officer, after a public hearing, and sufficient funds have been appropriated by the Sheriff and the Members as outlined said budget to meet the Party's financial obligation then due.

The financial liability of the Sheriff and the Members shall not exceed its share of initial start-up costs, as set forth in the "Start-Up and Operations Transfer Plan and Budget", and annual operating costs as apportioned herein.

10. PROVISION OF RECC SERVICES

The RECC shall provide direct services to Members and shall coordinate the services of First Responders providing emergency services on behalf of the Members.

The RECC shall not be prohibited from providing incidental indirect services to other governmental units and First Responders providing emergency services in the region, as deemed necessary by the Director to coordinate emergency response for the Members.

The RECC is not authorized to render direct and continuous services to Governmental Units that are not Members.

11. RESPONSIBILITIES OF THE SHERIFF

The Sheriff shall house the RECC, its equipment, furnishings and staff at a secure location suitable to the work of the RECC and under the control of the Sheriff.

The Sheriff shall oversee and direct the creation of the RECC as an operational entity, including all matters pertaining to its facilities, furnishings, equipment and operational policies and procedures, except as otherwise noted herein, in accordance with the provisions and requirements of the Annual Operational Plan and Budget.

All RECC staff shall be employees of the Sheriff. The Sheriff shall have sole responsibility and authority to oversee, direct, manage and supervise the operations of the RECC, and to hire, set the compensation for, supervise, discipline and terminate all RECC staff, except as herein provided.

12. RECORDS AND REPORTS

The Sheriff and the Advisory Boards shall ensure the creation and maintenance of complete records of all meetings, decisions, directives, policies, procedures, operations, financial transactions, and all other records and reports pertinent to the business of the RECC. All records shall be maintained in accordance with the requirements of the Commonwealth's Public Records Law.

Each Advisory Board shall annually prior to the close of the fiscal year submit a report summarizing its activities and actions to the Executive Board.

The Executive Board shall publish an Annual Report during the first fiscal quarter that summarizes the activities and actions of the three Advisory Boards. The report shall describe the operations and finances of the RECC during the prior fiscal year. It shall also include explanations of any changes in the Annual Operational Plan and Budget of the prior year, a description of the Annual Operational Plan and Budget for the current fiscal year accompanied by a three (3) year projection of changes to both, and a five (5) year projection of capital costs.

The Finance Advisory Board shall provide for and cause a financial audit of the RECC annually, and a management audit of RECC operations at five (5) year intervals, the first occurring during the second fiscal year after the effective date of this

agreement. The Sheriff and the Finance Advisory Board, pursuant to state procurement laws and procedure, shall select the auditing firm.

13. RECC DIRECTOR

The Sheriff shall appoint a Director of the RECC, and shall provide written notice of such appointment to the Executive Board. The Sheriff shall provide in such notice a summary of the qualifications of the subject appointee and an itemized certification that such person has cleared all requisite security and background checks pertinent to the position.

The Executive Board shall, within ten (10) business days of receipt of such notice, meet and vote to confirm by unanimous vote the appointment of the Director.

The Director shall be appointed for a three year term, and shall dedicate his full-time effort to managing the RECC and shall, subject to authority granted and duties assigned by the Sheriff, direct, manage and supervise all RECC operations and staff. The Director may be appointed for successor terms, subject to confirmation by the Executive board as provided above. The Director shall attend all meetings of the three Advisory Boards and may participate, but may not vote.

The Director shall not serve as the Sheriff's representative to the respective Advisory Boards.

The Director shall prepare and present to the Finance Advisory Board at its second fiscal quarter meeting an "Annual Operating Plan and Budget" and all proposed amendments to the plan or budget as recommended by the Sheriff. The Director shall provide the Finance Advisory Board with timely and accurate responses to

questions and requests for further information regarding the plan and budget, and regarding any other matters put forward by the Sheriff.

14. ANNUAL OPERATING PLAN AND BUDGET

The Finance Advisory Board shall present the "Annual Operating Plan and Budget" for the next fiscal year at a publicly noticed hearing concluded not less than thirty (30) days prior to its third fiscal quarter meeting of the then current fiscal year. The Annual Operating Plan and Budget shall be adopted by majority vote at the Finance Advisory Board's third fiscal quarter meeting. A copy of the "Annual Operating Plan and Budget" so adopted shall be provided to the Chief Executive Officers of the Members no later than the first Tuesday in February.

The Annual Operating Plan and Budget shall delineate all anticipated revenue and costs, including the number, classifications and compensation of RECC staff, all anticipated non-labor expenses and a list of capital expenditures. The plan and budget shall also include detailed three (3) year projections of revenues and costs, and a five (5) year projection of capital costs.

Material deviations from the plan and budget for reasons of emergencies, or otherwise, shall be reported to the Chair of the Finance Advisory Board in a timely manner and shall be noted on the public notice of the next convened meeting of the Finance Advisory Board, which shall consider the need to amend the plan and budget.

15. APPORTIONMENT OF COSTS

The Parties shall share all costs of the RECC proportionately.

Initial costs shall be apportioned among the Parties as set forth in the "Start-Up and Operations Transfer Plan and Budget" as provided herein. Initial costs apportionment shall be based on the Parties populations as reported in the most recent federal census.

The Finance Advisory Board shall apportion annual operating costs, including any ongoing debt obligations, in the Annual Operating Plan and Budget. Annual operating costs apportionment shall be based on a per capita assessment based on population as reported in the most recent federal census.

16. ASSESSMENTS

The Sheriff shall annually assess on each municipality its proportionate share of the net costs of operating the RECC in accordance with the annual budget approved by the Finance Advisory Board. The Sheriff shall certify such costs for the ensuing fiscal year to the Department of Revenue on a schedule determined by said Department, to be included in the "Cherry Sheet" itemizing state aid and assessments for each Member. For the purpose of assessing Members the net costs so assessed are defined as total operating costs plus amortized cost to capitalize plus reserve for contingencies minus Commonwealth funds, gifts and grants.

17. PAYMENT OF ASSESSMENTS

Assessments hereunder as to any Member shall be made and paid from the state aid designated for each of the Members pursuant to the Cherry Sheet in such amount as approved by the Finance Advisory Board and certified by the Sheriff to the Massachusetts Department of Revenue.

18. DEVELOPMENT, START-UP AND TRANSFER OF OPERATIONS TO THE RECC

The Finance Advisory Board shall, within one (1) year of the commencement date of this Agreement, adopt a "Start-Up and Operations Transfer Plan and Budget" for design, development, construction, equipping, staffing and operating the RECC and the orderly transfer of services, personnel, equipment, records and data from the Members to the RECC. The Start-Up Plan and Operations Transfer Plan and Budget shall be adopted in the same manner as the Annual Operating Plan and Budget as provided herein and presented to the Members for funding.

19. ADMISSION OF ADDITIONAL MEMBERS

Any city or town not a Party to this Agreement may be admitted to the RECC by a majority vote of the Finance Advisory Board upon the acceptance by the Chief Executive Officer of that city or town of the original Agreement as amended.

Upon such admission, the total of all capital costs not fully depreciated plus the total of any reserve set aside for future capital costs, shall be reapportioned to all then current Members as apportioned among the original Members.

Any new Member shall immediately assume liability for its entire share of capital and operating costs cost as determined by this Section. The Finance Advisory Board shall set the initial assessment for future added communities.

20. WITHDRAWAL

Any Member may withdraw from this Agreement after five (5) years following its date of execution by providing two (2) years written notice. Such withdrawing Member shall satisfy all obligations incurred by it or on its behalf prior to withdrawal.

The Chief Executive Officer of any Party that has presented withdrawal from the RECC to its appropriate local body for action shall immediately notify the other Members of such pending action.

21. INSURANCE

The Finance Advisory board shall budget for, and the Sheriff shall maintain, insurance coverage to cover liabilities incurred by the RECC, said policies to name each Member as an additional insured.

22. FISCAL YEAR

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

23. AMENDMENT OF AGREEMENT

Subject to prior approval of the Board of Selectmen in a town and the Mayor in a city, the Members may adopt amendments to this Agreement by approval by two thirds (2/3) vote of the Finance

Advisory Board. Such amendments shall be binding on all Members. A Member's failure to comply with such an amendment shall be considered in default and subject to the obligations of a Member that fails to fully fund its financial obligation.

24. TRAINING, CERTIFICATION AND ACCREDITATION

The intent of training is to bring all personnel up to Association of Public Communications Officials (APCO) (or equivalent) certification prior to beginning operation of the RECC. These include (but are not limited to) APCO

Telecommunicator, APCO Fire Dispatch, APCO Police Dispatch, APCO Emergency Medical Dispatch, first aid, CPR/AED and APCO Supervisor (where appropriate), along with any state mandated certifications.

In the organizational stage, all policies and procedures will be created with an eye toward compliance with Commission of Accreditation for Law Enforcement Association (CALEA) standards. This will allow the RECC to apply for CALEA accreditation within a short period of time after it is on line. Receiving this recognition will allow for a reduction in insurance rates and will lessen the opportunity for frivolous law suits to be filed against the center. This recognition will also increase dramatically the stature the center will have among its peers nationwide.

25. DISSOLUTION

This Agreement shall dissolve upon the expiration of its term or upon the sum of members hereto numbering less than five (5); provided, however, that remaining Members may, by agreement among themselves and the Sheriff, extend this Agreement in accordance

with the provisions of G.L. c. 40, § 4A or any other enabling legislation. All Members at the time of dissolution shall retire all financial obligations of the RECC as if withdrawing.

26. SEVERABILITY

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or more parties would be substantially or materially prejudiced.

27. GOVERNING LAW

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

28. ENTIRE AGREEMENT

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

THIS AGREEMENT is made by and between the Sheriff and the
Governmental Units signatory hereto, each duly authorized.

For the Essex County Sheriff's Department:

X FRB Co. Jr.

Name: Frank G. Cousins Jr.

Title: Sheriff

Date: 9/1/2010

As
Adopted
by: _____

For the City/Town of Wenham:

X Jeff A. Chelgren

Name: JEFF A. Chelgren

Title: WENHAM TOWN Administrator

Date: August 23, 2010

As
Adopted
by: Vote of the Wenham Board of
Selectmen at their August 17, 2010
meeting and as authorized by vote
of the May 2, 2009 Annual Town
Meeting (Article #10).

Peter Lombardi

From: Moran, Matthew (EPS) <matthew.moran@state.ma.us>
Sent: Friday, October 05, 2018 3:39 PM
To: Mayor Gray (mayorgray@amesburyma.gov); khebert@topsfield-ma.gov; Brendhan Zubricki; Peter Lombardi; Andrew.Sheehan@middletonma.gov
Cc: Kevin Coppinger (KCoppinger@essexsheriffma.org); Dennis Newman (DNewman@essexsheriffma.org); Alyson Dellisola (adellisola@ecrecc.org); Pozniak, Frank (EPS); Fournier, Norm (EPS)
Subject: ECRECC Check in

Good afternoon,

I wanted to check in briefly with everyone to let you know that we are moving forward in our preparation for the transition of the ECRECC to the State 911 Department. We are currently reviewing and redrafting the IMA, and it is my hope that we will have a copy for you all to review in short order. In parallel, we are working to sit down with the unions that staff and supervise the RECC to ensure they also understand our goals and objectives. Thank you to everyone for relaying the votes/action your boards have taken to date. I know everyone is eager to get back together to discuss the transition. We want to make sure there is greater detail around our plan in order to have a productive conversation, and with that I am asking for additional patience as we iron some of details. We will circle back through the Sheriff's Office to get a meeting on everyone's calendar.

Thanks and enjoy the long weekend,
Matt

Matthew Moran
Undersecretary | Forensic Science and Technology
Executive Office of Public Safety and Security
617-274-5529



PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated August 23, 2018, is to retain professional consulting services for the **Town of Wenham, Massachusetts (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its authorized representative, Peter Lombardi, Town Administrator, and MRI, by its authorized representative, Alan S. Gould, President.

II. SCOPE OF WORK

MRI will draw on materials, data, and analysis previously collected in the course of completing regional emergency dispatch feasibility studies in 2017 for Danvers, Massachusetts and 2014 for Hamilton, Massachusetts to undertake the following scope of work:

1. Conduct a comprehensive evaluation of the current facilities and technology in Wenham as a participating member of the ECRECC, and an assessment of both Danvers' and Hamilton's ability to host Wenham as part of their proposed consolidated emergency communications operations. This assessment will include, but not be limited to, the following:
 - An evaluation of current dispatch space at both the Danvers and Hamilton facilities
 - An evaluation of current dispatch equipment of all three entities
 - An evaluation of the compatibility of Wenham's systems and equipment with both Danvers and Hamilton's existing facilities
2. Develop cost projections for facilities and technology upgrades and related training necessary to make either Danvers or Hamilton fully operable to provide these services to Wenham, including but not limited to analysis of computer-aided dispatch (CAD) software, records management system (RMS), voice and data systems, radio systems, telephone systems, alarm monitoring systems, and other related equipment or technologies.
3. Conduct a thorough assessment of the staffing requirements for Wenham to transition to either Danvers or Hamilton, and develop recommendations in regards to related personnel costs, including budget development and cost allocation.

4. Based on existing infrastructure, identify methods for providing connectivity and redundancy in order to deliver 911 calls from Wenham to either Danvers or Hamilton, with appropriate levels of back-up to provide for continuity of operations.
5. Provide analysis of operational, staffing, infrastructure, and financial implications of using shared frequencies or maintaining separate frequencies if Wenham were to join either Danvers or Hamilton.
6. Perform an interoperability assessment and provide cost estimates to connect Wenham to either Danvers or Hamilton's existing facilities, taking into account all relevant state regulatory and statutory requirements that may have an impact on initial capital expenses and ongoing operating costs of Wenham joining either Danvers or Hamilton.
7. Conduct a thorough assessment of and provide recommendations concerning other transitional issues, both operational and human resource related.
8. Provide recommended governance model to ensure effective provision of services if Wenham were to transition to either Danvers or Hamilton.

Based on the findings of this report, MRI will make a recommendation on the overall feasibility of Wenham transitioning from the ECRECC to either Danvers or Hamilton.

III. FEES AND CHARGES

Our services for this study will be provided on a lump sum fee basis that is intended to cover all professional time and expenses. The process will be completed for a lump sum fee of **\$9800.00**; the parties will be responsible for the following payments:

\$4900.00 due upon completion of kick-off meeting
\$4900.00 due upon submission of final report

Payments will be made within thirty (30) days of receipt of the invoice unless otherwise agreed.

IV. MRI PERSONNEL IN CHARGE

Alan S. Gould, President, will serve as Principal-In-Charge of this engagement, coordinating activities, interfacing directly with the Client, and participating throughout the engagement as required. Team members will be assigned and participate upon request of the Client.

Communications or correspondence related to any problems, issues, or changes required for this project shall be directed to the Client at the following address:

Peter Lombardi, Town Administrator
Town of Wenham
138 Main Street
Wenham, MA 01984
978-468-5520 x 2

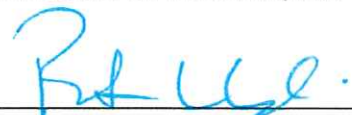
V. TERM

This agreement shall remain in force and effect through completion of the assignment.

THIS AGREEMENT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HERewith.

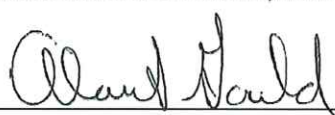
ACCEPTED AND AGREED

THE TOWN OF WENHAM, MA



Peter Lombardi, Town Administrator
Date: 8/23/18

MUNICIPAL RESOURCES, INC.



Alan S. Gould, President
Date: June 21, 2018



ADDENDUM I

A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business in the Commonwealth of Massachusetts as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms, and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified representative.

C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:



The Commonwealth of Massachusetts
Executive Office of Public Safety and
Security

One Ashburton Place, Room 2133
Boston, Massachusetts 02108

Tel: (617) 727-7775
TTY Tel: (617) 727-6618
Fax: (617) 727-4764
www.mass.gov/eops

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

DANIEL BENNETT
Secretary

August 1, 2018

C. Kenneth Gray
Amesbury Mayor
62 Friend Street, Mayor's Office
Amesbury, MA 01913

Kellie A. Hebert
Topsfield Town Administrator
461 Boston Street, Unit E-6
Topsfield, MA 01983

Brendhan Zubricki
Essex Town Administrator
30 Martin Street, 2nd Floor
Essex, MA 01929

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

Andrew Sheehan
Middleton Town Administrator
48 South Main Street, Memorial Hall
Middleton, MA 01949

Re: Transition of the ECRECC to the State 911 Department

Dear Mayor and Town Administrators:

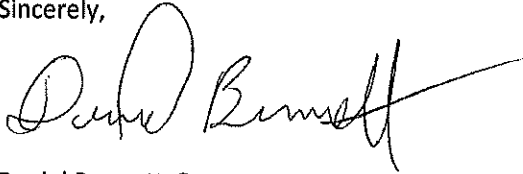
I am writing to assure you that the Executive Office of Public Safety and Security (EOPSS) and the State 911 Department are committed to transitioning the administration and operation of the Essex County Regional Emergency Communications Center and Wireless 911 Center (ECECC) from the Essex County Sheriff to the State 911 Department. This transition is the result of an effort to evaluate the mission and structure of each agency within my secretariat in order to identify opportunities to streamline and enhance the delivery of services to the public. As EOPSS Undersecretary Matthew Moran has stated to you previously, and I reiterate here, the State 911 Department is appropriately positioned to provide the critical resources to support the financing and operations of the ECRECC, while ensuring that the highest level of public safety services are provided to each member community and the citizens of the Commonwealth.

The details of the transition will be addressed and finalized over the ensuing months with needed input from each of the member communities. However, I am interested in having this transition completed on

or before July 1, 2019, and can assure you that the State 911 Department will fully fund the operation of the ECRECC at no cost to the member communities. I have directed Undersecretary Moran and State 911 Department Executive Director Frank Pozniak to make this transition a top priority.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Bennett", with a long horizontal flourish extending to the right.

Daniel Bennett, Secretary
Executive Office of Public Safety and Security

cc: Matthew Moran, EOPSS Undersecretary for Forensic Sciences and Technology
Frank Pozniak, Executive Director, State 911 Department

- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

D. NON-SOLICITATION

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.

In the alternative, if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's first year's total compensation package.

WENHAM, MA

Initialed for Client: PL
Date: 8/23/18

MUNICIPAL RESOURCES, INC.

Initialed for MRI: ASG
Date: June 21, 2018



Joint Meeting of the:
Executive Advisory Board;
Financial Advisory Board;
Police Advisory Board; and
Fire Advisory Board

Wednesday, July 11, 2018

*This is a Draft

Essex County Regional Emergency
Communications Center
18 Manning Avenue
Middleton, MA 01949

Members Present: Kevin Coppinger, ECSD Sheriff, Ken Berkenbush, Amesbury Fire Chief, Brendhan Zubricki, Essex Town Administrator, Peter Silva, Essex Police Chief, Daniel Doucette, Essex Fire Chief, Andy Sheehan, Middleton Town Administrator, James DiGianvittorio, Middleton Police Chief, Tom Martinuk, Middleton Fire Chief, Kellie Hebert, Topsfield Town Administrator, Evan Haglund, Topsfield Police Chief, Jen Collins-Brown, Topsfield Fire Chief, Peter Lombardi, Wenham Town Administrator, Tom Perkins, Wenham Police Chief, Stephen Kavanaugh, Wenham Fire Chief

Non-Members Present: Matt Moran, Undersecretary of Forensic Science & Technology, Frank Pozniak, Strategy Dept. State 911, Norm Fournier, Deputy Exec. Director, State 911, David Mather, Asst. Chief, Amesbury Fire, Jeffrey Baxter, Wenham Fire Captain, Gary Hayward, Topsfield Police Captain, Kevin DiNapoli, Captain Wenham Police, Matt Armitage, Sergeant Middleton Police, Dennis Newman, ECSD Chief of Staff, Alyson Dell Isola, ECRECC Interim Director, Christopher Ryan, ECRECC Deputy Director, Joanne Marks, ECRECC Personnel Manager, Barbara Maher, ECSD Strategic Planning, Scott Sullivan, ECSD Asst. Legal Counsel, William Raynard, ECSD Public Information Officer

Call to Order

Chairman Brendhan Zubricki called the meeting to order at 9:00 AM

Public Comment

Chairman Zubricki made a call for public comments and hearing none the meeting continued.

Approval of Meeting Minutes

MOTION: To approve the June 7, 2018, joint meeting minutes.

MOTION BY: So moved by Ken Berkenbush

SECONDED: Seconded by Tom Martinuk

VOTE: All present voted in favor.

Chairman Zubricki stated the minutes of the Finance Advisory Board would be approved at a later meeting to be scheduled.

Update Concerning Municipal Use of NetTelOne VoIP System

Deputy Director Christopher Ryan gave an update on the ECRECC's recent VoIP project. Overall, the transition has gone very well. There have been a few minor issues regarding some calls not being recorded, but the company has been very responsive in working to address the issues. Going forward, we are looking forward to working with municipalities that are interested in transitioning to this system. The Essex Police and Fire Departments have been working with the vendor and will be transitioning to this system soon.

Consideration of Formal Approval/Adoption of any Common Protocol that either Fire Advisory or Police Advisory Board has studied to date, in whole or in part

Director Dell Isola informed the board that the ECRECC recently held three working groups meeting to discuss common protocols. Several handouts were provided detailing common protocols, proposed call priorities, and proposed general orders that were the direct result of the working group meetings. Director Dell Isola requested the respective boards to vote and adopt these documents. Chairman Zubricki stated that the Fire and Police board can vote on all or part of these protocols. The Fire Advisory Board Chairman, Chief Berkenbush, asked the other fires chiefs' opinions. Chief Martinuk stated that he would like to tweak the welfare check general order and will work with the ECRECC to make a couple of suggested changes. The Police Advisory Board Chairman, Chief Haglund, advised that the Police Advisory Board needs more time to review these documents. Chairman Zubricki advised that these items should be reviewed and voted on at the next Joint Meeting of the Advisory Boards. In the meantime, they have all been tabled.

Further Discussion Relative to the ECRECC Organizational Chart

Director Dell Isola reviewed a proposed update to the ECRECC Organizational Chart that reflected the reduction in administrative roles at the RECC. Chief DiGianvittorio commented that he would like to see two separate organizational charts – one for the regional dispatch operation and one for the wireless call center operation. He explained the reasoning was due to the fact that the JAB has an oversight role for the Regional Center portion, but not the Wireless Center and that the previous organizational charts never accurately reflected this structure.

Peter Lombardi added in agreement that since the JAB approves the budget just for the Regional share (Cherry Sheet), it makes sense as we update the RECC structure, governance and oversight, and eventually the IMA that we should also update the org chart to reflect the same.

Chief Berkenbush suggested the possibility of one organizational chart that has two branches to reflect the Regional and Wireless portions of the operation. Chief DiGianvittorio agreed to table the discussion and revisit as the RECC moved forward with the possible transition under the State 911 Department.

Update Concerning Projected Breakdown of Core Services (and premium, if any) for FY20

Director Dell Isola reviewed Version 1 and 2 of the proposed core and premium services. Version 2 shows the latest changes based on productive meetings with the police and fire advisory boards. Initially 17 items were listed as premium services. Working with the towns, that number has been reduced to 5.

Chairman Zubricki proposed including State 911 Department in the conversation to determine Core versus Premium Services since they may be the future overseeing body of the RECC. He also mentioned that he hoped they would support the endeavor and uphold the ideal of common protocols and core services since there has been much work and great progress in the area in an area that was formerly very difficult. Chief Collins-Brown stated that the first four items on the premium list are "people things" while the last one is "equipment." We may not be able to control the last item as it will likely be tied to outside vendors or there could be coverage issues that we are not aware of right now.

Chief DiGianvittorio wanted to ensure that the new CAD/RMS system is capable of backfilling involvements into the system for all 50 states. This has been included in the functional specification document, but it is currently unknown if any vendor can provide this for all 50 states.

Undersecretary Moran stated that the State would be happy to take a look and work with the agency on the Core/Premium lists. He commended the RECC and its member communities on the progress so far.

Discussion with Representatives of EOPSS, State 911 Department, Sheriff Coppinger, and Member Communities Regarding Future Governance Model and Fiscal Contribution for FY20.

Undersecretary Moran spoke of a series of conversations with the Secretary of Public Safety and Security, Daniel Bennett. The discussions were regarding the Commonwealth potentially taking over the ECRECC operations from the Essex County Sheriff's Department. Last week, we met with the Financial Advisory Board to start discussions for the formal process to move forward. If the communities are in favor of this, the anticipated move would be July 1, 2019. A takeover before that date is possible, but there could be collective bargaining or other issues if the takeover occurs earlier. By aiming for a July 1, 2019 takeover, the Commonwealth is trying to make this as seamless as possible. The handoff process can start in about 6-9 months.

Undersecretary Moran advised the group that the state is looking to assume the center at no cost to the member communities. However, a lot will need to occur before July 2019 for this to happen.

On July 1, 2018, the Commonwealth took over the State Police Middleboro and Framingham wireless operations. This was merged into one operation housed in Framingham and is now known as State 911 PSAP Operations Division – Framingham.

A lot of questions regarding a potential state takeover ensued. Chief DiGianvittorio inquired if EOPSS envisioned creating a new IMA. Executive Director Frank Pozniak stated they would look at it.

During the presentation, Chief DiGianvittorio heard the word "control" too many times. He wants to ensure that local agencies do not lose local control. Ideally, this should be addressed in the IMA.

Chief Haglund stated that the concern voiced by Chief DiGianvittorio was unanimously the opinion of all the chiefs.

Chief Martinuk stated that a new IMA and new governance for the RECC under the oversight of State 911 could make us the model/test point for the many towns and cities that are being encouraged to regionalize across the State. He noted that the different town and city police and fire departments would have different ways of doing things and different needs and there would need to be cooperation between the member agencies, the RECC, and the State when determining core services, common protocols and shared frequencies.

Undersecretary Moran inquired if the town administrators had received any feedback from their select boards regarding the possible takeover. Chairman Zubricki stated that the Town of Essex showed unanimous support for this. Peter Lombardi noted that the Wenham meeting was postponed to next Monday. Kellie Hebert informed the group that Topsfield did not have a formal vote but was advised of the possibility and was very supportive. The Town of Topsfield wants to be part of the dialogue remaining informed. The Town will need to know more on the financial piece, what's in it for them, and what does local control look like. The Town is very supportive of the ECRECC, both in the services provided and continues to be a partner. Topsfield wants to continue to have a seat at the table. Andrew Sheehan will talk with his select board in Middleton next Tuesday.

Chief Haglund asked if the board would need to set up a plan of action to dissolve the current IMA.

Chairman Zubricki stated that the IMA would dissolve next July even if the state wasn't involved so this needs to be addressed.

In preparing for a possible state takeover, Chairman Zubricki requested an outline and transition list of the steps that need to be taken and any documents needed prior to the transition.

To proceed forward, Undersecretary Moran is looking for a level of commitment from each of the towns. After the state has that commitment, the next steps will need to be identified. For example, drafting a new IMA, negotiating the collective bargaining agreements, budget reprioritization, etc.

Kellie Hebert would like to see the state's offer reduced to writing to present it to her board. She needs more information before she can present it for an official vote. Undersecretary Moran will have a letter of commitment drafted and sent to the boards in late July or early August so that they can be presented to the select boards. After Labor Day, the Joint Meeting of the Advisory Boards should meet to look at next steps.

A discussion ensued with member chiefs. Chief Haglund doesn't think there will be much kickback with all the benefits listed. However, the benefits need to be explained to the board of selectmen.

Executive Director Frank Pozniak wants to make sure we get things right.

Peter Lombardi stated that the most important thing we can do is to set up a working group to begin drafting a new IMA.

The current Collective Bargaining Agreements, both the Telecommunicator's and Supervisor's contracts expired on June 30th. Director Dell Isola sought guidance from the group on what the best way to move forward is. Will the ECSD be negotiating a new contract or will it be with EOPSS? Each contract has an evergreen clause and will continue in full force until a successor replaces it. Peter Lombardi inquired how would this affect employee attrition and morale as opposed to negotiating a one-year deal. The ECRECC does have a placeholder in its budget for certain anticipated expenses.

Miscellaneous Updates from the Director

Director Dell Isola advised the group that the ECRECC will be emailing a copy of the CAD/RMS RFP evaluation criteria to the respective boards next week. Everyone is requested to provide input and feedback on the entire documents, especially the functional specifications section. Next steps will include making a final version based on feedback from the boards, submitting the document to the ECSD Chief Procurement Officer for a final review, and then advertising the bid. At this time, we are aiming for a late August or early September advertisement. The State 911 Department is aware of this RFP and the estimated cost of the project. They have pledged to support the project.

Chief DiGianvittorio stated that a lot of work had been put into this process and it is very important to the chiefs that the State 911 Department support the project once the costs come in and a vendor is selected. Chief DiGianvittorio asked Executive Director Frank Pozniak if the state will support this project and Pozniak answered "Yes."

Middleton Police Sergeant Armitage wanted to know if this project fits in with EOPSS plan to take over the ECRECC operations. Chief DiGianvittorio wants to ensure that the right vendor is selected so that

the ECRECC is poised to grow in the future and is compatible with our needs, in addition to being compatible with the state after the proposed takeover.

Director Dell Isola responded to Armitage that to her knowledge the State has affirmed that they will support the current direction the RECC has been moving in terms of the audit recommendations, including but not limited to the CAD replacement RFP. Undersecretary Moran and Director Pozniak responded that was correct.

MOTION: Chairman Zubricki to adjourn the meeting

MOTION BY: So moved by Andy Sheehan

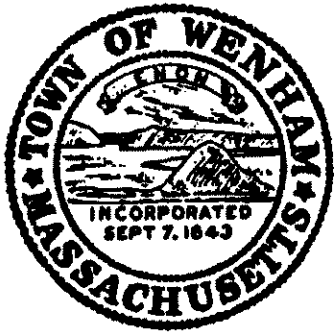
SECONDED BY: Seconded by Chief Berkenbush

Meeting adjourned at 9:49 AM

Attachment	Description
Attachment A	Sign-In Sheet
Attachment B	List of Common Protocols
Attachment C	DRAFT – Motor Vehicle Lockout General Order
Attachment D	DRAFT – House Lockout General Order
Attachment E	DRAFT – Traffic Crash General Order
Attachment F	DRAFT – Wires Down General Order
Attachment G	DRAFT – Welfare Check General Order
Attachment H	DRAFT – List of Call Priorities
Attachment I	Organizational Chart
Attachment J	DRAFT – Proposed Core and Premium Services Version 2
Attachment K	DRAFT – Proposed Core and Premium Services Version 1

Joanne Marks, Recording Secretary

Attested by Brendhan Zubricki, Chairman



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

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

MEMORANDUM

TO: Board of Selectmen
FROM: Peter Lombardi, Wenham Town Administrator
RE: Update on Essex County Regional Emergency Communications Center and Final Review of Scope of Work for Regional Dispatch Feasibility Study
DATE: June 27, 2018

Following up on our June 19 meeting, I circulated the draft contract with MRI to officials from both Hamilton and Danvers. Both entities confirmed their continued interest in working with us on this feasibility study, and only a few minor changes to the scope of work were made – see attached.

On a separate but clearly related note, per the attached press release, at yesterday morning's RECC Finance Advisory Board Meeting, the Town Administrators from each of the member communities met with the Sheriff, RECC management team, and EOPSS / State 911 officials. As mentioned in this press release and as we have expected now for several months, State 911 announced their intention to take over the RECC effective July 1, 2019. As part of this transition, State 911 plans to carry the full cost of the operation going forward. Accordingly, Wenham will have no cherry sheet contribution for this regional service if we stay with the RECC starting in FY20 - a reminder that we currently pay \$82k/year for this service.

While this latest development would seem to solve many of our concerns about the RECC's long-term financial sustainability, there are still several important questions to address regarding what impact this new arrangement will have on our level of service and what the new governance model will look like. Specifically, in terms of operational changes, it sounds like State 911 will likely be inclined to move to fully shared frequencies in order to further reduce staffing and overhead costs. While I am generally supportive of moving to a shared frequency with Essex to more closely follow a truly regional model, I have some potential concerns about adding in both Middleton and Topsfield to that mix if that is State 911's long-term plan. While Wenham has long been accustomed to sharing radio frequencies, I will solicit feedback from our Chiefs regarding the prospect of multiple departments on a single channel.

In addition, while State 911 seems to be comfortable with maintaining the current governance model or at least something closely resembling it, I am still concerned about whether we will actually have a seat at the table once this transition is complete, especially given that the member communities will not be making any financial contributions under

this new model. Accordingly, at the conclusion of yesterday's meeting, I asked State 911 / EOPSS to send formal correspondence to all member communities regarding some of the high-level commitments that were made on this front as part of this initial discussion.

More broadly, State 911 is getting ready to go live with running the Framingham center in a few days. This will be the first time that they have ever been involved in regional dispatch operations. I continue to have concerns about what is going to happen with the management team currently in place at the RECC come next July. Over the past few months (particularly since the audit was completed in February), the RECC and attendant Advisory Boards (Finance, Police, and Fire) have made significant progress in terms of standardizing policies and procedures, coming to agreement on service level standards, initiating shared frequencies, etc – I want to ensure that we will be given full discretion to continue to work on those important efforts once State 911 is overseeing the RECC.

At yesterday's meeting, I informed State 911 that Wenham is in the process of finalizing a scope of work to conduct a feasibility study looking at our options to join either Danvers or Hamilton, and told them that the Selectboard would be discussing that topic as well as this latest information at our July 10 meeting. Our next RECC Board meeting is set for Wednesday July 11. Representatives from State 911 will be in attendance again, as will all of the Police and Fire Chiefs.

Given all of these unknowns at this time in terms of what the RECC will look like under State 911, I would recommend we continue to move forward with the feasibility study so we can better understand our options in working with Danvers or Hamilton, particularly in the areas of governance and operations. After reaching out to MRI to follow up on some questions that were raised at our June 19 meeting, they confirmed that Beverly is the only other potential regional partner. Based on Beverly's call volume and form of government, I would suggest we focus our alternatives analysis on Danvers or Hamilton at this stage.

Peter Lombardi

From: Alyson Dellisola <adellisola@ecrecc.org>
Sent: Wednesday, June 27, 2018 12:08 PM
To: Brendhan Zubricki; Andrew Sheehan; Kellie Hebert; Peter Lombardi; Mayor Kenneth Gray; Chief Jim DiGianvittorio; Chief Evan Haglund; Tom Perkins; Chief Peter Silva; William Scholtz; Chief Jen Collins-Brown; Chief Tom Martinuk; Stephen B. Kavanagh; Chief Daniel Doucette; Chief Ken Berkenbush
Subject: FW: STATE EXPLORING OPTION OF FULLY FUNDING ESSEX COUNTY REGIONAL EMERGENCY COMMUNICATION CENTER

Good Morning-

Below is the official press release that was released after the meeting yesterday held with the State, ECSD and the Financial Advisory Board.

Thank you,
Alyson

From: William Raynard <WRaynard@essexsheriffma.org>
Sent: Wednesday, June 27, 2018 11:31 AM
To: William Raynard <WRaynard@essexsheriffma.org>
Subject: STATE EXPLORING OPTION OF FULLY FUNDING ESSEX COUNTY REGIONAL EMERGENCY COMMUNICATION CENTER

FOR IMMEDIATE RELEASE
June 27, 2018

William Raynard
Public Information Officer
978-774-3281

STATE EXPLORING OPTION OF FULLY FUNDING ESSEX COUNTY REGIONAL EMERGENCY COMMUNICATION CENTER

Representatives from the Commonwealth of Massachusetts met yesterday with Sheriff Kevin Copping and the members of the Financial Advisory Board of the Essex County Regional Emergency Communications Center (ECRECC) to discuss future options for the center.

The ECRECC, located in Middleton and which currently falls under the Sheriff's oversight, has been in operation since 2013. It serves as both a regional dispatch center for the towns of Amesbury, Essex, Middleton, Topsfield and Wenham and a Wireless Call Center for the state, processing approximately 500,000 emergency cell phone calls annually across 70 plus cities and towns.

Currently, the ECRECC is funded through three revenue sources: an assessment paid by the member towns, a Support and Incentive grant from the State 911 Department, and a subsidy from the Sheriff's Department. Since 2017 when Copping took office, he and the Joint Advisory Board, made up of stakeholders from the 5 towns serviced, have worked jointly with State 911 to improve operations and fiscal management of the center.

A comprehensive operational and fiscal audit commissioned by the group shone light on several areas needing attention and improvement in order to situate the ECRECC for future sustainability. "I have always believed in regionalization and the potential of the ECRECC," stated Copping, "since the release of the audit we have been diligently working with our partners at State 911 and our member communities to affect the necessary changes needed to both stabilize and

structure the ECRECC for the future. We have made significant progress instituting new management, reworking the budget to yield something that is both fiscally and operationally responsible, and streamlining and universalizing operational procedures.”

As part of the ongoing effort to right-side the ECRECC, Coppinger met with Secretary Daniel Bennett of the Executive Office of Public Safety and Security (EOPSS), who proposed the idea of moving the ECRECC under the management of the State 911 Department.

On July 1, 2018, the State 911 Department launches its new operational division overseeing the 911 Wireless Call Center in Framingham. As part of this new division, the ECRECC could join in July, 2019 as a phase two addition. “It makes a lot of sense to me” Coppinger said, referring to transitioning the ECRECC over to State 911 operations. “Today, State 911 funds the regional services, provides and maintains the equipment as well as the infrastructure, sets the training standards, and provides operational policies and procedures. It’s a perfect fit for the State 911 Department to oversee the operation in its entirety!”

Matthew Moran, EOPSS Undersecretary for Forensic Science and Technology, and Frank Pozniak, Executive Director of the State 911 Department, indicated that it is the Commonwealth’s intention to add the ECRECC to their new operational division effective July 1, 2019. They stated that once the ECRECC was part of the State 911 Department, they would fully fund the entire operation, which would eliminate any costs to the participating communities.

"We had a productive and encouraging meeting with the Sheriff and the Finance Advisory Board today," said Undersecretary Matt Moran. "The State 911 Department is appropriately positioned to provide the critical resources to support the financing and operations of the ECRECC, while ensuring that the highest level of public safety services are provided to each member community. We look forward to continuing the discussion around this partnership."

####

William Raynard
Public Information Officer
Essex County Sheriff’s Department
20 Manning Road PO Box 870
Middleton, MA 01949
(978) 750 1900 ext 3660
wraynard@essexsheriffma.org

Meeting of the
Financial Advisory Board

Thursday, June 26, 2018
*This is a Draft

Essex County Regional Emergency
Communications Center
18 Manning Avenue
Middleton, MA 01949

Members Present: Kevin Coppinger, ECSD Sheriff, Brendhan Zubricki, Essex Town Administrator, Kellie Hebert, Topsfield Town Administrator, Peter Lombardi, Wenham Town Administrator, Andy Sheehan, Middleton Town Administrator

Non-Members Present: Frank Pozniak, Executive Director State 911, Matthew Moran, EOPSS, Dennis Newman, ECSD Chief of Staff, Alyson Dell Isola, ECRECC Interim Director, Christopher Ryan, ECRECC Deputy Director, Joanne Marks, ECRECC Personnel Manager, Bryan Hightower, ECSD CFO, Barbara Maher, ECSD Strategic Planning and Policy, Rick Jeffery, ECSD Legal Counsel, Scott Sullivan ECSD Asst. Legal Counsel, William Raynard, ECSD Public Information Officer

Call to Order

Chairman Brendhan Zubricki called the meeting to order at 9:06 AM

Public Comments

Chairman Zubricki made a call for public comments and hearing none the meeting continued.

Chairman Zubricki suggested that all in attendance introduce themselves. The agenda item which will be discussed would be the future governance model and fiscal contribution of the ECRECC for FY20.

Discussion with representatives of EOPSS, State 911 Department, Sheriff Coppinger, and member communities regarding future governance model and fiscal contribution for FY20.

Sheriff Coppinger recapped that the discussion regarding State 911 involvement with the future of the RECC began last year when Secretary of EOPSS, Dan Bennett visited and floated the idea of a State 911 takeover. He stated that State 911 would be creating their Wireless Operations division effective July 1 – and it may make sense timing-wise to consider they also take over management of the RECC. Coppinger noted that he 100% believes and is a supporter of regionalization, but he also thinks the RECC may be better suited to fall under the leadership of State 911 since they hold the expertise in the field. He stated that after meeting a few weeks ago, EOPSS and State 911 agreed that the shift in oversight was possible and something they would like to offer. Hence the meeting today, for the State to offer its idea and get feedback from the member communities. The Sheriff continued that EOPSS and State 911 are familiar with all the work that the RECC has undertaken after receiving the results of the audit and want to assist in continuing to achieve those goals.

Matt Moran, Undersecretary for Secretary Bennett, stated that EOPSS is very invested in regionalization effort. He also commented that after cutting over on July 1st for the wireless call center in Framingham, they are poised and capable from an operational standpoint and a statutory authority to include the oversight of the RECC in their purview. He informed the FAB that State 911 has hired Richard Fiske to be the Director of the Wireless Center in Framingham and noted that the State is in a good place with the transition. He then stated that Secretary Bennet would like to augment operations and transition the RECC to State 911, with the intention of doing so effective July 1, 2019, as a natural progression for State

911's operational division. He stated that State 911 had a placeholder in their budget to include the total operating expense of the RECC. This would mean it would be fully funded by State 911 and the member communities would go from \$16.26 per capita assessment to \$0. Moran stated the meeting was held today in order to start the conversation as early as possible and to begin to field any questions or concerns the members may have with the proposition. He also reiterated that the State desired to continue to work cooperatively with the members in terms of managing the RECC.

Town Administrator for Essex, Brendhan Zubricki stated that full funding was a very compelling offer. He stated it was unexpected but with confidence could say that Essex would be extremely interested in the offer.

Moran stated that Sheriff Coppinger's efforts to control costs over the last year and reign in any excess allowed him to approach the State with a reasonable budget, which ultimately helped the decision-making process as to whether this was a feasible move for the State to offer.

Zubricki noted that it was reassuring that a model for a state operations division was already in place (Framingham wireless center).

Peter Lombardi, Town Administrator for Wenham, stated that the audit brought out a lot and that the RECC and the Boards had prioritized goals and made good progress over the last few months. He then asked if there were any discussions in terms of long-term fiscal sustainability and in terms of the future governance model. His concern was what kind of voice and role would the member towns have a role if not contributing fiscally. Lombardi also asked if there is a vision for what the management structure would look like if State 911 were to assume oversight.

Matt Moran stated that there was no intent to shut the member towns out of the partnership. The state was not looking to upset the operation or any of the progress that has been made, and that the idea was to take the next year to construct an appropriate plan for how to navigate governance and collective bargaining agreements with the employees, etc.

Executive Director of State 911 Frank Pozniak stated that the management structure of the RECC would remain the same. He stated his department would have two centers, the Center in Framingham, run by Richard Fiske, and a deputy director to be determined, and a Center in Middleton, the Essex Regional, that would be run by the current director and deputy director already in place. He stated that the staffing was already in place for the Regional and that his department would become the oversight, with Dell Isola reporting directly to the Deputy Director of State 911, Norm Fournier and then up to himself as the Executive Director of State 911. Pozniak also stated that the boards and committees of the RECC should stay in place and that they would engage in conversations about an updated IMA during the course of the transition year if the decision were agreed upon to transition.

Matt Moran stated that the RECC and the Boards had done all the hard work already from the audit, now it was merely how do we legally make the hand-off working toward the goal.

Peter Lombardi stated that it would be helpful to have a representative from EOPSS and/or State 911 at the table as the RECC worked toward changes and improvements so that everyone involved would be on the same page and efforts were not made in contraction to any future transition.

Pozniak stated that he agreed and a large portion of State 911 taking over would be to continue with the efforts to make the RECC a true regional. That the State wants the RECC to succeed as a regional center and that approach would be the main priority.

Lombardi stated that the Board recognized that items such as shared frequencies among other things, were essential and that the RECC needed to continue to move in that direction. He then asked if a single frequency (for police and fire respectively) was the ultimate goal?

Pozniak state that it was still early to have that discussion, but they would be working toward it incrementally. It may or may not require a single frequency, but it certainly would require sharing frequencies and reducing the current number.

Kellie Hebert echoed Lombardi's statements that while the zero contribution for member communities is attractive, she too had questions regarding whether the town would still have a place in governing the RECC. She also asked if there would be more or less accessibility to State leadership if the State 911 department would be the overseer instead of the Sheriff.

Pozniak stated that State 911 has always been happy to be involved and support the RECC and if State 911 were to oversee the operation directly, then he believed it would provide even more direct access to and assistance from the state.

Lombardi then inquired about the possibility of more wireless coverage being assigned to the RECC since State 911 has already started in phases to send more volume to the RECC.

Pozniak responded that yes four towns have already moved into the coverage area to the RECC that were previously covered by Framingham. And that there would be additional phases of shift a few towns each month to the RECC for the next three months. He stated that even though several communities have started to take wireless direct calls at their local PSAPs, these are only Wireless Phase 2 (meaning they present with a location). However, the majority of emergency calls placed on cell phones only present as Wireless Phase 1 (cell tower location only, not exact longitude and latitude) and therefore the Wireless Centers will always be necessary to assist towns with processing wireless emergency calls.

Lombardi then asked if there were any plans for Framingham to absorb dispatching for any local communities. Pozniak state that there are no plans at this time, and that Framingham would strictly remain a wireless call center. Pozniak stated the RECC would be its first hybrid model for both wireless and regional dispatch under State 911 management but something they could handle and would look to reinstitute similar IMA and governance structure with the member communities.

Lombardi then asked if there would be an initiative to entice other local communities to join the regional dispatch since there would be no cost associated. Pozniak stated that while the offer would be attractive, at least for the first year of transition, he did not assume they would be actively adding new communities to the regional. However, certainly a possibility and good idea for the future, and that it was still the State's desire to expand regionalization and reduce local PSAPs.

Town Administrator for Middleton, Andy Sheehan then asked how soon the State would need to know if the member communities were on board with the transition.

Moran explained that the CBAs for the RECC employees were expiring end of June and the sooner a decision could be made the better so that the State could declare it official and a transition plan could be formalized.

Hebert expressed her concern that the skeptics of the RECC would wonder why the state would offer such a solution and would there be any effects to constituents and the services they receive.

Moran stated that he did not foresee difference since the operation would stay intact.

Sheehan asked Dell Isola if this would impact any of the progress currently being worked on in terms of universalization and standardization of operations.

Dell Isola stated that the largest impact probably had already been witnessed after the release of the audit and the new direction that was given for stabilization both fiscally and operationally by the Sheriff and the Boards had already tasked the RECC and the working groups. As long as the State continued to support that effort, then she doesn't see it as a hindrance in terms of working with all stakeholders to continue improvement efforts. She stated that State 911 has already been supportive of the changes and goals such as common protocols and the need for CAD replacement.

Moran pointed out that the State has been promoting regionalization for over a decade through support and incentive grants and making this move to include the RECC in their operations division is just another step in that ultimate goal. He stated that the RECC is already established and has already made great strides to stabilize and the state only wants to assist in bringing that to fruition.

Herbert expressed her gratitude and appreciation for the support of the Sheriff, that there had been excellent teamwork and the beginnings of a great foundation, and that the possibility of continuing it under the leadership of State 911, and at zero cost, was a great opportunity for many towns, and in specific her town of Topsfield.

Lombardi then informed the group that it was a bit more complicated for Wenham to agree to the transition as the Board of Selectman quickly had currently put forth the request for a feasibility study for other dispatch options for Wenham and what would make the most financial and operation sense. He stated that he has communicated to his Board the excellent progress that has been made, but they still felt the need to do their due diligence. He stated that he would bring this new proposal from the State back to his board at their next scheduled meeting to include as an option in their assessment.

Sheehan stated that the biggest hurdle would most likely be convincing his board that the offer was not "too good to be true."

Zubricki stated that he believed it would be foolish to not go in that direction of State 911 oversight and zero contribution. And he for one never expected such good news.

Lombardi agreed that financially it is a slam dunk; however Wenham wanted to assure the service level and having a seat at the table in terms of governance and input.

Zubricki then asked what steps to take now in terms of a decision. Moran and Pozniak agreed that the administrators should go back to their respective towns and boards to discuss. However, they would like, if possible, to reconvene sometime in the next month with a decision as time is of the essence.

Sheriff Coppinger asked that moving forward the conversation occur at the JAB meetings in order to include the Police and Fire chiefs in the discussion.

All parties agreed to attend the next meeting of the RECC Joint Advisory Board scheduled for July 11, 2018, at 9AM at the RECC.

MOTION: Chairman Zubricki called for a motion to conclude the meeting.

MOTION BY: So moved by Andy Sheehan

SECONDED BY: Seconded by Kellie Hebert

All in favor, the meeting adjourned at 10:00 AM

Joanne Marks, Recording Secretary

Attested by Brendhan Zubricki, Chairman

BOARD OF SELECTMEN MEETING

December 4, 2018

NEW BUSINESS

D.

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