

Town of Wenham  
BOARD OF SELECTMEN  
**AGENDA**

Tuesday December 11<sup>th</sup>  
5:45 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.

5:45 P.M.

**WELCOME:** Call to order

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

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

6:30 P.M.

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

CH

**ANNOUNCEMENTS**

1. Curbside Leaf Pick-up Update
2. Annual Town Hall Holiday Open House – Wednesday, December 19 from 3:00 – 4:30pm
3. Town Hall Holiday Hours
4. Update on Annual Census – Dianne Bucco, Town Clerk

6:40 P.M.

**REPORTS**

TOWN ADMINISTRATOR – Update  
CHAIRMAN  
SELECTMEN

JW

6:50 P.M.

**CONSENT AGENDA**

- A. Minutes  
Executive Session: October 23, 2018 (3)
- B. Appointments  
375<sup>th</sup> Anniversary Committee through June 30, 2019:  
Kirsten Alexander, Dianne Bucco, Gary Cheeseman, Althea Cranton, Harriet Davis, Robert Hicks,  
Diana Lang, Barbara Locke, Kristin Noon, Trudy Reid

6:55 P.M.

**NEW BUSINESS**

JC

- C. Annual Liquor License Renewals (15 minutes):  
Fresh Foods, LLC, DBA Wenham Tea House, Chris Keohane – 4 Monument Street  
Grassy Roots, LLC, Jenny Grammas – 152 Main Street  
97 Market, Inc., Albert Abdelmalak – 143 Topsfield Road
- D. Review of Preliminary FY20 Budget (30 minutes)
- E. Review of Options to Address Resident/School Tennis Court Needs (10 minutes)
- F. Other matters, as may not have been reasonably anticipated by the Chair (Discussion Only)

CH

JW

CH

7:50 P.M.

**OLD BUSINESS**

- G. 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)

CH

8:10 P.M.

**ANTICIPATED ADJOURNMENT**

**ANNOUNCEMENTS – BOARD OF SELECTMEN MEETING – *December 11, 2018***  
**Catherine Harrison**

**1. Curbside Leaf Pick-up Update**

The DPW will soon begin their second round of loose leaf collection. They'll follow the scheduled route posted on the Town website, where daily status updates will be provided. The DPW will make every effort to complete a full second round of loose leaf collection, weather permitting. Please contact the DPW with questions at 978-468-5520 x6.

**2. Annual Town Hall Holiday Open House – December 19, 3:00 – 4:30pm**

All residents are invited to celebrate the season with Selectmen and Town Staff on Wednesday, December 19<sup>th</sup> from 3:00 – 4:30pm for our Annual Town Hall Holiday Open House. Refreshments will be served here in the Selectmen's Room. Please R.S.V.P. with Nicci in the Town Administrator's Office at [nroe buck@wenhamma.gov](mailto:nroe buck@wenhamma.gov).

**3. Town Hall Holiday Hours**

Town Hall will be closed December 24<sup>th</sup>, 25<sup>th</sup>, 31<sup>st</sup> and January 1<sup>st</sup> in observation of Christmas and New Years. Town Hall will otherwise be open during regular business hours and open until 4:30pm the first three Fridays in January.

**4. Update on Annual Census – Dianne Bucco, Town Clerk**

Dianne Bucco is here to provide an update on our annual census.



## 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](http://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.



*The Wenham Board of Selectmen and  
Town Staff invite you to the annual*

# **Holiday Open House**

Wenham Town Hall  
Wednesday, December 19th  
3:00PM – 4:30PM

*Everyone is invited  
to join us in the  
Selectmen's Room  
for refreshments  
as we celebrate the  
season together.*

*Please R.S.V.P. to  
[nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov).*





# Town Hall Holiday Schedule

## **Closed for Christmas**

Monday, December 24th

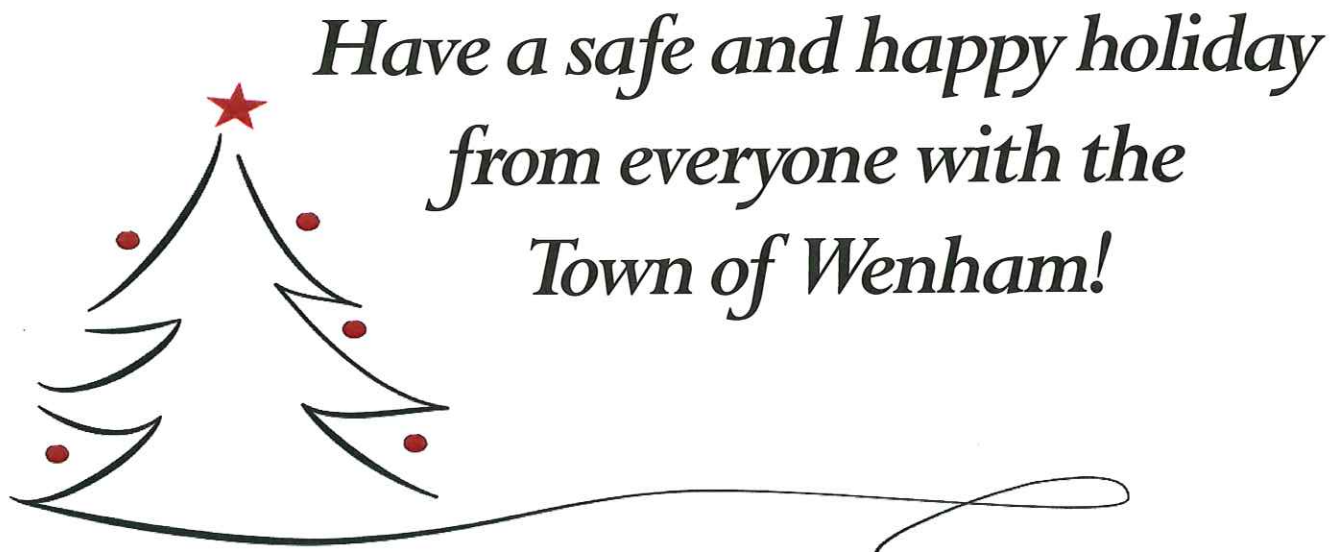
Tuesday, December 25th

## **Closed for New Years**

Monday, December 31st

Tuesday, January 1st

*Otherwise open all other regular business hours and until 4:30pm  
the first 3 Fridays in January.*



## CENSUS INFORMATION TO SHARE WITH RESIDENTS VIA THE BOS ON 12/11/2018

It's the 2018 holiday season and here in Wenham that means that the 2019 census paperwork will be mailed out to all households on December 26<sup>th</sup>. It is sent along with our dog license registration form. Massachusetts general Law Chapter 140, section 137 and Town bylaw Chapter 23 require that dogs over 6 months are vaccinated against rabies and registered annually. The dog year in Wenham runs from January to December. The late fee of \$25 dictated by our bylaws is imposed on all dogs not new to Wenham as of February 1<sup>st</sup>. To allow our dog owners the full month to register their dogs, we send this information in late December.

Residents often ask why they need to complete the census every year. As far as I know Massachusetts may be the only state that does an annual census. MA has required an annual census since the 1600's and does indeed help us to keep our very accurate voter lists very accurate.

The information collected via the annual census is solely the names and birthdates of all residents within each household, veteran status as well as numbers of dogs. There is no social security or other confidential information requested. Residents under 17 are not shared in any public document.

This information is then used by several State agencies in an effort to estimate demands for services and secure proper funding for things like education, senior & veterans benefits.

The Clerk's office uses the information to maintain the voter roles as well as to create the mandated annual street listing.

The street listing is very important to establish residency for things such as in state tuition and job and adoption applications.

Not responding to the annual census will cause voters to have a delay in their voting process as well as put them at risk of being deleted from the voting list.

So in conclusion the reason I wanted to bring this to your attention is that it is really a very easy form to complete and is beneficial to all for everyone to do so. Returning the census is stress-free also because they can be dropped off in town hall, mailed or even scanned to the Clerks email. The only thing that is required is that the form is signed.

## **BOARD OF SELECTMEN MEETING**

*December 11, 2018*

# **REPORTS**

- TOWN ADMINISTRATOR – Update
- CHAIRMAN
- SELECTMEN



**BOARD OF SELECTMEN MEETING**

*December 11, 2018*

**CONSENT AGENDA  
DRAFT MOTION**

I move to approve all remaining items in the Consent Agenda as presented, with set 3 of the Executive Session meeting minutes from October 23, 2018 to be held until further notice.

**BOARD OF SELECTMEN MEETING**

*December 11, 2018*

**CONSENT AGENDA**

**A.**

**Meeting Minutes**

- Executive Session:  
October 23, 2018 (3)

# **BOARD OF SELECTMEN MEETING**

*December 11, 2018*

## **CONSENT AGENDA**

### **B.**

### **Appointments**

- 375<sup>th</sup> Anniversary Committee Appointments through June 30, 2019: Kirsten Alexander, Dianne Bucco, Gary Cheeseman, Althea Cranton, Harriet Davis, Diana Lang, Barbara Locke, Kristin Noon, Trudy Reid
  - Email regarding committee reappointment through June 30, 2019 from Jackie Bresnahan, Permitting Coordinator & Special Projects Manager, November 27, 2018
  - Email regarding reappointment from Kirsten Alexander, December 5, 2018
  - Email regarding reappointment from Kristin Noon, November 27, 2018



## Nicole Roebuck

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**From:** Jacqueline Bresnahan  
**Sent:** Tuesday, November 27, 2018 12:28 PM  
**To:** Nicole Roebuck; Peter Lombardi  
**Subject:** RE: reappointment for 375th committee members

Will do!

Last night:  
Trudy Reid  
Dianne Bucco  
Barbara Locke  
Harriet Davis  
Gary Cheeseman  
Diana Lang  
Althea Cranton

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

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**From:** Nicole Roebuck  
**Sent:** Tuesday, November 27, 2018 12:26 PM  
**To:** Jacqueline Bresnahan; Peter Lombardi  
**Subject:** RE: reappointment for 375th committee members

Jackie,

Could you reply with a list of who was at the meeting last night which will suffice as their expression of interest in reappointment for the Selectmen's packets, then reach out to any committee members who weren't at the meeting and request an email expressing their interest in reappointment?

Peter added a placeholder for these appointments on the newly added December 11<sup>th</sup> agenda.

Thank you,  
Nicci

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

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

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**From:** Jacqueline Bresnahan  
**Sent:** Tuesday, November 27, 2018 9:04 AM  
**To:** Peter Lombardi  
**Cc:** Nicole Roebuck  
**Subject:** RE: reappointment for 375th committee members

Everyone at last night's meeting was interested. I can reach out to the entire Board and ask everyone to send it in writing and then forward the replies to Nicci, if that makes it easier?

Thanks,  
Jackie

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

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**From:** Peter Lombardi  
**Sent:** Monday, November 26, 2018 7:46 PM  
**To:** Jacqueline Bresnahan  
**Cc:** Nicole Roebuck  
**Subject:** Re: reappointment for 375th committee members

Yes, of course. Do they all want to be reappointed?  
Peter

Sent from my iPhone

On Nov 26, 2018, at 6:48 PM, Jacqueline Bresnahan <[JBresnahan@wenhamma.gov](mailto:JBresnahan@wenhamma.gov)> wrote:

Hi Peter,  
Can we schedule re-appointments for the 375<sup>th</sup> Committee for one of the December BOS meetings? Their current terms expire December 31, 2018 and we like to extend it to June 30, 2019. They will have some outstanding bills in the new year for the commemorative booklet as well as some outstanding revenues to donate. We thought June 30 would be cleaner for record keeping purposes and making sure all the bills were paid and funds expended.  
Thank you,  
Jackie

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

**Nicole Roebuck**

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**From:** Kirsten Alexander <kirstenalexander@gmail.com>  
**Sent:** Wednesday, December 05, 2018 3:24 PM  
**To:** Nicole Roebuck  
**Subject:** Re: 375th Anniversary Committee Reappointment

Hi Nicci,

Yes, I'm interested in continuing on.

Thanks,

Kirsten Alexander

On Wed, Dec 5, 2018 at 2:39 PM Nicole Roebuck <[NRoebuck@wenhamma.gov](mailto:NRoebuck@wenhamma.gov)> wrote:

Hello,

I'm writing to confirm your interest in reappointment to the 375<sup>th</sup> Anniversary Committee through June 30<sup>th</sup>, 2019? Committee reappointments are on the Selectmen's agenda for December 11<sup>th</sup>, so reply here as soon as you're able.

Thanks very much,

Nicci

**Nicci Roebuck**

*Executive Assistant*

*Town Administrator's Office*

**Town of Wenham**

138 Main Street, Wenham, MA 01984



## Nicole Roebuck

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**From:** Jacqueline Bresnahan  
**Sent:** Thursday, December 06, 2018 4:13 PM  
**To:** Nicole Roebuck  
**Subject:** FW: 375th Reappointment

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

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**From:** Kristin Noon [mailto:kristin.noon@wenhammuseum.org]  
**Sent:** Tuesday, November 27, 2018 1:02 PM  
**To:** Jacqueline Bresnahan; maib.office@gmail.com; Kirsten Alexander  
**Cc:** Trudy Reid  
**Subject:** RE: 375th Reappointment

Hi Jackie,

I'm happy to be reappointed through 6/30/19.

TY!

Kristin

**From:** Jacqueline Bresnahan <JBresnahan@wenhamma.gov>  
**Sent:** Tuesday, November 27, 2018 12:31 PM  
**To:** maib.office@gmail.com; Kristin Noon <kristin.noon@wenhammuseum.org>; Kirsten Alexander <kirstenalexander@gmail.com>  
**Cc:** Trudy Reid <TReid@wenhamma.gov>  
**Subject:** 375th Reappointment

All,

The current terms for the 375<sup>th</sup> Committee expire on December 31, 2018. The BOS plan to extend the appointments for those interesting until June 30, 2018, given that the commemorative booklet will be completed by Trudy, Dianne, and I in the spring and will need to be paid for. Then, the Committee will need to meet to disburse the rest of the funds. Please reply to this email by December 5 if you are interested in the extended appointment. The BOS will have the reappointments on their agenda for the December 11 meeting. Everyone at last night's meeting expressed interest in re-appointment.

Thank you,  
Jackie

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



# **BOARD OF SELECTMEN MEETING**

*December 11, 2018*

## **NEW BUSINESS**

### **C.**

## **Annual Liquor License Renewals**

*(15 Minutes)*

### **1) Fresh Foods, LLC DBA Wenham Tea House**

**Chris Keohane**

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

**JC**



## **BOARD OF SELECTMEN MEETING**

*December 11, 2018*

### **DRAFT MOTION**

Annual Liquor License Renewal  
Fresh Foods, LLC DBA Wenham Tea House

- Vote: Having met all State and Local Licensing requirements and paid all fees, I move the Board of Selectmen renew the All Alcoholic Beverages Restaurant Liquor License held by Fresh Foods, LLC DBA Wenham Tea House located at 4 Monument Street through December 31, 2019.

Seconded / Discussion/ Vote



# Town of Wenham

Town Hall  
138 Main Street  
Wenham, MA 01984

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

## MEMORANDUM

**TO:** Fresh Food LLC – Christopher Keohane  
**RE:** *Retail Liquor License Renewal Application: Restaurant - All Alcoholic Beverages*  
**DATE:** October 16, 2018

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Enclosed you'll find a Retail Liquor License Renewal Guide and your 2019 Restaurant, All Alcoholic Beverages, Retail Liquor License Renewal Application. Listed below are all documents you must provide in order for the Board of Selectmen to hear your request for renewal. **Please return all completed documents to the Town Administrator's Office by Friday, November 2, 2018.**

- Signed ABCC License Renewal Application
- Proof of Employer's Liability Insurance
- Proof of Worker's Compensation Insurance
- Current Tips Certifications on all employees selling alcohol
- \$1,500 check payable to: Town of Wenham
- Fingerprints must be submitted to the Wenham Police Dept. within 7 days of renewal application submittal
- Proof of Food Service License
- Restaurant applicants must include completed Common Victualler application along with \$50 license renewal fee

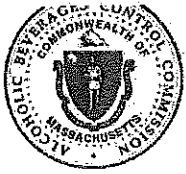
In 2017, Town Meeting approved a new General Bylaw Ch.V, §17, under the authorizing statute, M.G.L. Ch.6, § 172B ½. The attached Regulations for State and National Criminal History Record Checks of Applicants for Licenses in Specified Occupations, were then adopted by the Board of Selectmen on March 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 fees payable with money order or cashier's check of \$30 to the Commonwealth of Massachusetts and \$20 to the Town of Wenham, as referenced in section 4 of the Bylaw.

Certificates of Inspection from the Police Department, Fire Department and Building Inspector will also be required. All inspections will be initiated by the Administrative Office upon receipt of your renewal application.

Once all required document have been returned and are order, your renewal request will be placed on a Board of Selectmen's Agenda for Local Licensing Authority approval. The ABCC requires that approvals from the Local Licensing Authority be received no later than **December 31<sup>st</sup>, 2018.**

Please contact the Town Administrator's Office with any questions at [nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov) or 978-468-5520 ext. 2.



Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts  
Department Of The State Treasurer  
Alcoholic Beverages Control Commission  
239 Causeway Street, 1st Floor  
Boston, Massachusetts 02114**

**2019  
Retail License Renewal**

License Number: 00002-RS-1354

Municipality: WENHAM

License Name : Fresh Foods LLC

License Class: Annual

DBA : Wenham Tea House

License Type: Restaurant

Premises Address: 4 Monument Street Wenham, MA  
01984

License Category: All Alcoholic Beverages

Manager: Christopher Keohane

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I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

Date

Additional Information:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/04/2018

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).

|   |  |               |
|---|--|---------------|
| <b>PRODUCER</b><br>Phil Richard Insurance, Inc.<br>27 Garden Street<br>Unit 1B<br>Danvers, MA 01923 | <b>CONTACT NAME:</b> Maureen Valeri  |               |
|   | <b>PHONE (A/C, No, Ext):</b> 978-774-4338 X103 <b>FAX (A/C, No):</b> 978-774-1318<br><b>E-MAIL ADDRESS:</b> maureen@philrichardinsurance.com |               |
| <b>INSURED</b><br>Fresh Food, LLC dba Wenham Tea House<br>10 Garden Street<br>Danvers, MA 01923     | <b>INSURER(S) AFFORDING COVERAGE</b>   | <b>NAIC #</b> |
|   | <b>INSURER A:</b> Arbella Protection   | 41360         |
|   | <b>INSURER B:</b> Hartford Accident & Ind Co   | 22357         |
|   | <b>INSURER C:</b>  |               |
|   | <b>INSURER D:</b>  |               |
|   | <b>INSURER E:</b>  |               |
| <b>INSURER F:</b>   |  |               |

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

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

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |                    | 7520038449    | 03/01/2018              | 03/01/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br>ANY AUTO<br>OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |                    | 1020038254    | 02/18/2018              | 02/18/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> OCCUR<br><input type="checkbox"/> EXCESS LIAB CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTIONS 10,000   |                    | 4600068547    | 003/30/2018             | 03/01/2019              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>Y N/A       | 08WECCS5716   | 03/01/2018              | 03/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |
| A        | <b>Liquor Liability</b>   |                    | 7520038449    | 03/01/2018              | 03/01/2019              | Limit Occurrence \$1,000,000<br>Limit Aggregate \$2,000,000  |

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

Wenham Tea House, 4 Monument St, Wenham, MA 01984

**CERTIFICATE HOLDER****CANCELLATION**Town of Wenham  
138 Main St  
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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16 (Policy Provisions: WC 00 00 00 C)

57

CS **INFORMATION PAGE**

WEC **WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**INSURER:** HARTFORD ACCIDENT AND INDEMNITY COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

**NCCI Company Number:**

10448

**Company Code:** 5



**POLICY NUMBER:**

08 WEC CS5716

**Previous Policy Number:**

08 WEC CS5716

HOUSING CODE: DW

1. **Named Insured and Mailing Address:** FRESH FOOD LLC  
(No., Street, Town, State, Zip Code)

(SEE ENDT)

**FEIN Number:** 472456944

4 MONUMENT ST  
WENHAM, MA 01984

**State Identification Number(s):**

**The Named Insured is:** LIMITED LIABILITY COMPANY

**Business of Named Insured:** RESTAURANT - FULL SERVICE

**Other workplaces not shown above:** SEE ATTACHED SCHEDULES

2. **Policy Period:** From 03/01/18 To 03/01/19  
12:01 a.m., Standard time at the insured's mailing address.

**Producer's Name:** PHIL RICHARD INSURANCE INC/PHS

301 WOODS PARK DRIVE  
CLINTON, NY 13323

**Producer's Code:** 088330

**Issuing Office:** THE HARTFORD

301 WOODS PARK DRIVE  
CLINTON  
(866) 467-8730

NY 13323

**Total Estimated Annual Premium:** \$2,422

**Deposit Premium:**

**Policy Minimum Premium:** \$292 MA (INCLUDES INCREASED LIMIT MIN. PREM.)

**Audit Period:** ANNUAL

**Installment Term:**

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

*Susan L. Castaneda*

Authorized Representative

01/13/18

Date



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: Fresh Food LLC dba Wenham Tea House

Address: 4 Monument St.

City/State/Zip: Wenham MA 01984 Phone #: 978-468-1398

**Are you an employer? Check the appropriate box:**

1. ☒ I am a employer with 24 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: The Hartford Accident & Ind Co.

Insurer's Address: One Hartford Plaza

City/State/Zip: Hartford CT 06155

Policy # or Self-ins. Lic. # 08WELLS5716 Expiration Date: 3/1/19

**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: 11/28/18

Phone #: 978-317-7142

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

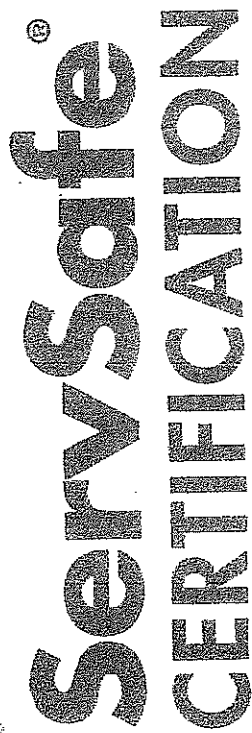
City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

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 #: \_\_\_\_\_





PETER CAPALBO

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

15427571

CERTIFICATE NUMBER

5281

EXAM FORM NUMBER

8/2/2017

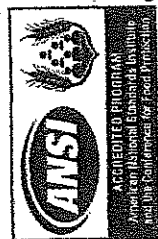
**DATE OF EXAMINATION**  
Local laws apply. Check with your local re

8/2/2022

**DATE OF EXPIRATION**  
for recertification requirements.

Shirley L. Brown

**Sherman Brown**  
SVP, National Restaurant Association Solutions



#0655

In accordance with Maritime Labour Convention 2003, Regulations A1.4.1.1 and A1.4.1.2, paragraph 3.2, amended 2013.



# ServSafe® CERTIFICATION

COLLEEN BOLAND

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

15427560

CERTIFICATE NUMBER

5281

EXAM FORM NUMBER

8/2/2017

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

8/2/2022

DATE OF EXPIRATION



#0655

*Sherman Brown*  
Sherman Brown  
SVP, National Restaurant Association Solutions

In accordance with Maritime Labour Convention 2006, Resolution A1022(10) (Regulation 3.1, Standard A3.2)  
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National Restaurant Association and the seal design are trademarks of the National Restaurant Association.

This document cannot be reproduced or altered.  
14102001 v. 1.001



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



eTIPS On-Premise 3.0 SSN:

Issued: 9/21/2016

Expires: 9/21/2019

ID#:

4358971

D.O.B.:

XX/XX/XXXX

XX-XX-XXXX


Christopher M Keohane  
Fresh Food LLC  
4 Monument Street  
Wenham, MA 01984

For service visit us online at [www.gettips.com](http://www.gettips.com)

HEARTSAVER FIRST AID CPR AED

Heartsaver®

First Aid CPR AED



American Heart Association®

Chris Keohane

This card certifies that the above individual has successfully completed the objectives and skills evaluations in accordance with the curriculum of the AHA Heartsaver First Aid CPR AED Program. Optional completed modules are those NOT marked out:

Child CPR AED

Infant CPR

Written test

5/12/2016

5/12/2018

Issue Date

Recommended Renewal Date

Owner  
\_\_\_\_\_

FOR

FOR



# TOWN OF WENHAM

## APPLICATION FOR A COMMON VICTUALLER LICENSE

The undersigned makes application for a Common Victualler License, under the provision of M.G.L., Chapter 140, Section 2, with the privilege of doing business on Sunday, to be exercised on the following described premises, to wit. Before submitting this application, inspectional approvals must be received from, including but not limited to, the: Board of Health, Building Department, Electrical Inspector, Plumbing and Gas Inspector, and Fire Department. The Licensing Board requires that the license, if granted, be reviewed annually for a fee of \$50.00 and cannot be transferred or sold without the consent of the Licensing Board.

Business Address (street and number) 4 Monument St.

New or existing location? Existing

Number of Rooms: 6 6 N/A  
1<sup>st</sup> floor 2<sup>nd</sup> floor 3<sup>rd</sup> floor

Description of the Premises Wenham Tea House Restaurant

Dimensions of Location See attached

What is the total seating capacity? 99

Hours of Operation M - Closed T - F 9-5 SAT & SUN 8-11pm

Type of Food to be Served Breakfast, Lunch, Tea, American Bistro

Planned entertainment (radio, tv, live music) none

### Individual/Partnership

Name(s) \_\_\_\_\_

Address(es) \_\_\_\_\_ Home Phone # \_\_\_\_\_

### Corporation

Name(s) Fresh Food LLC

Address(es) 10 Garden St. Danvers MA 01923 Home Phone # [REDACTED]

Business Name Wenham Tea House Telephone # 978-468-1398

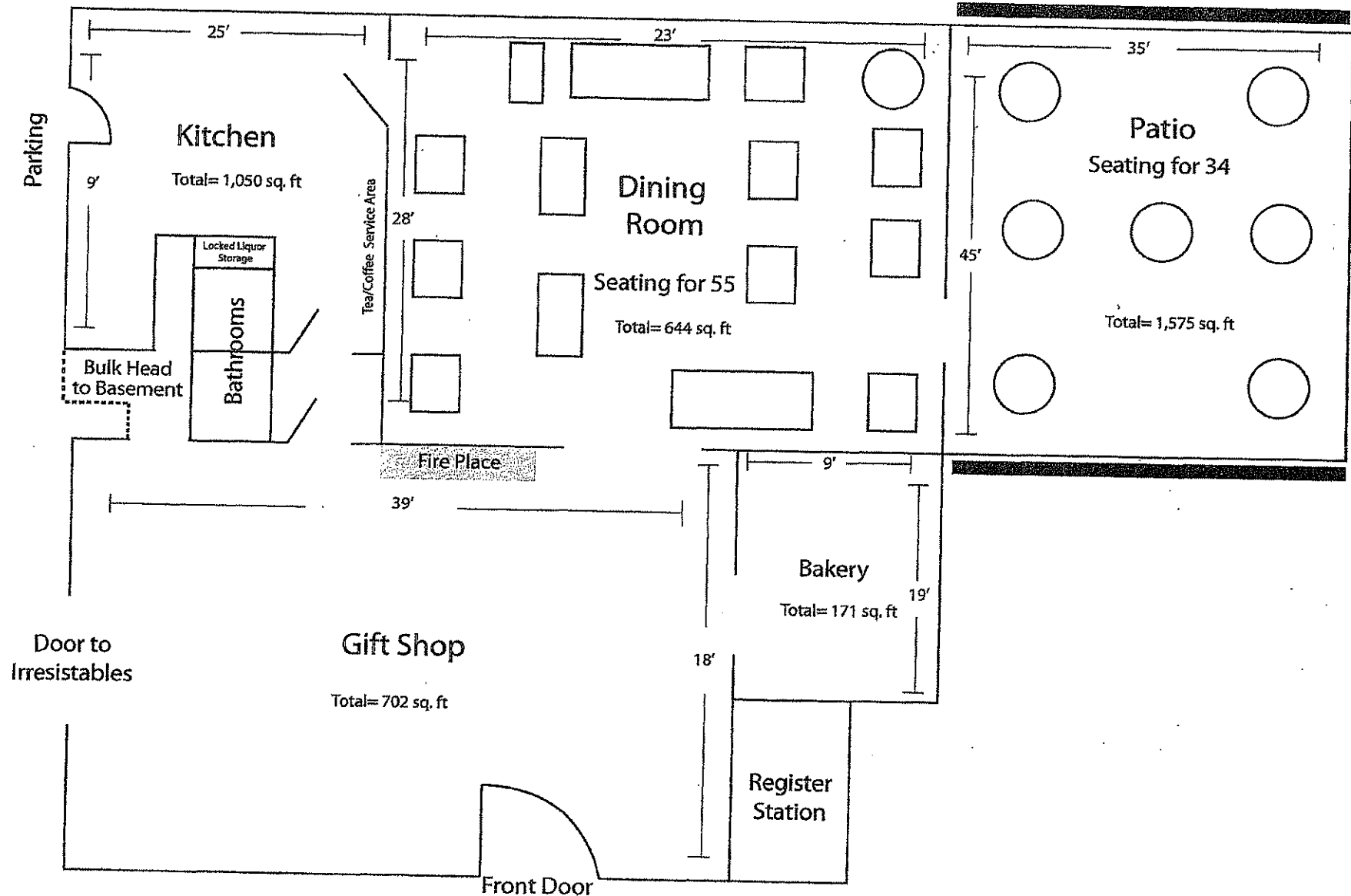
Name of Manager: Julie Perkins

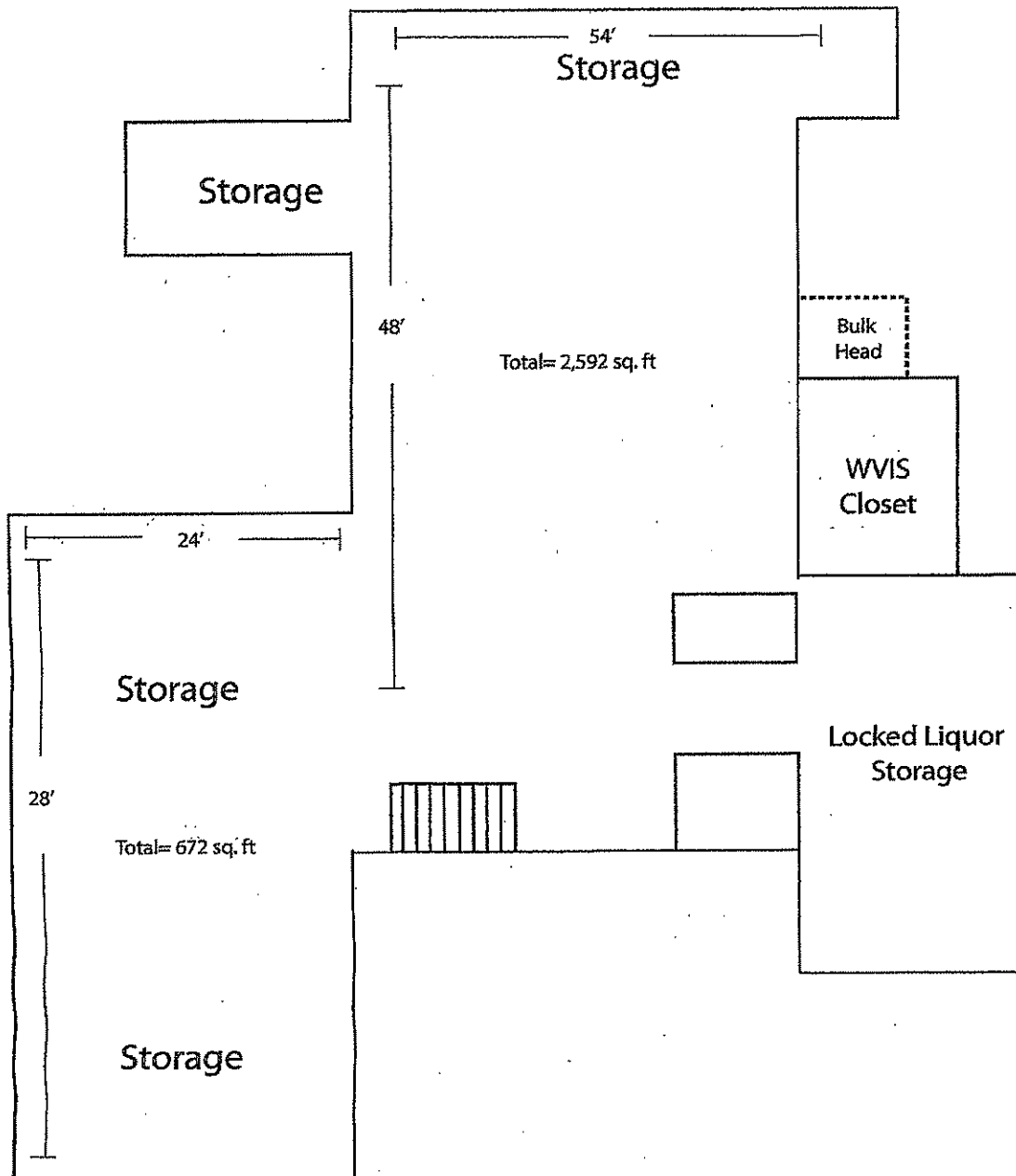
The applicant, in signing this form agrees that he or she has read the above and will conform to same.

Signature of Applicant: [Signature] Date: 11/28/18



# Addendum A Part 1





Add A Part 2

| Total Square Feet |  |
|-------------------|--|
| Patio:            | 1,575 sq. ft.                            |
| Bakery:           | 171 sq. ft.                              |
| Retail Store:     | 702 sq. ft.                              |
| Basement:         | 3,264 sq. ft.<br>(Finished & unfinished) |
| Kitchen:          | 1,050 sq. ft.                            |
| Dining Room:      | 644 sq. ft.                              |
| <b>Total:</b>     | <b>7,406 sq. ft.</b>                     |



THOMAS C. PERKINS  
CHIEF OF POLICE

## WENHAM POLICE DEPARTMENT

1 Friend Court  
P.O. Box 536  
Wenham, MA 01984  
[WWW.WENHAMPD.COM](http://WWW.WENHAMPD.COM)



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

To: Chief Thomas Perkins  
From: Captain Kevin DiNapoli *KSD*  
Date: December 7, 2018  
Re: 2018 Liquor Inspections

On Monday, December 3rd and Tuesday, December 4<sup>th</sup>, I conducted the annual liquor inspections at the three establishments in Wenham licensed to serve and/or sell alcohol. The results are listed as follows:

### Grassy Roots

I met with the owner/manager of Grassy Roots identified as Jennifer Grammas. I inspected the license posted on the wall, certificates to serve alcohol and location of alcohol on the premises. All appeared to be in order. Ms. Grammas was still missing the posters on the wall advising of the risks related to alcohol consumption. (I ordered them from the Alcohol Beverage Control Commission with an expected delivery sometime the week of December 10<sup>th</sup>).



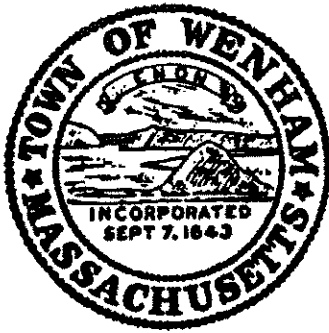
As of this writing, however, Ms. Grammas still has not responded to the Wenham Police Department for fingerprint processing. Therefore, I have been unable to conduct proper criminal processing inquiries on Ms. Grammas and **cannot recommend her establishment for licensing at this time.**

### **Richdale Market**

I met with the owner identified as Mr. Albert Abdelmalak. I inspected the license posted on the wall, certificates to serve alcohol, warning signs of alcohol consumption and alcohol on the premises. All appeared in order while I was on scene. Mr. Abdermalak also provided his fingerprints which allowed for criminal processing to be conducted without incident. **I am therefore, able to recommend the Richdale Market for licensing at this time.**

### **Wenham Tea House**

I met with the General Manager identified as Ms. Julie Perkins. I observed the license to serve alcohol posted on the wall, individual certificates to serve alcohol, warning signs of alcohol consumption and the storage location of the alcohol on sight. The establishment was well-organized and adhering to all applicable standards. The owner, identified as Mr. Christopher Keohane, also provided his fingerprints for processing according to Town requirements. **In closing, no issues were identified and I am able to recommend The Wenham Tea House for licensing without incident.**



# 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

Board of Selectmen  
138 Main Street  
Wenham, MA 01984

Re: Annual Liquor License – Tea House

To the Board of Selectmen:

I inspected the Wenham Tea House, at 4 Monument Street on November 27, 2018. As per my inspection, I approve the use of the space for an Annual Liquor License as it has no issues of building safety at this time.

Please call 978-468-5520 ext. 4 if you have any further questions.

Sincerely,

Brian Leathe  
Building Inspector

## Nicole Roebuck

---

**From:** Jeff Baxter  
**Sent:** Thursday, December 06, 2018 4:02 PM  
**To:** Nicole Roebuck  
**Subject:** RE: Liquor License Renewals

Nicci,  
Just finished up with all the inspections and re inspections and all 3 meet code at this time.

Thank you,  
Jeffrey Baxter  
Captain

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

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

**From:** Nicole Roebuck  
**Sent:** Thursday, December 06, 2018 3:28 PM  
**To:** Jeff Baxter <[JBaxter@wenhamma.gov](mailto:JBaxter@wenhamma.gov)>  
**Subject:** Liquor License Renewals

Hi Jeff,

When you're able, could you reply with the Fire Department recommendation on our 3 annual liquor license renewals for the Selectmen's packets? Did everyone pass inspection?

Fresh Foods, LLC DBA Wenham Tea House  
Grassy Roots, LLC  
97 Market, Inc.

Thank you Jeff.

Nicci Roebuck



**BOARD OF SELECTMEN MEETING**

*December 11, 2018*

**NEW BUSINESS**

**C.**

**Annual Liquor License Renewals**

*(15 Minutes)*

**2) Grassy Roots, LLC**  
**Jenny Grammas**

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

## **BOARD OF SELECTMEN MEETING**

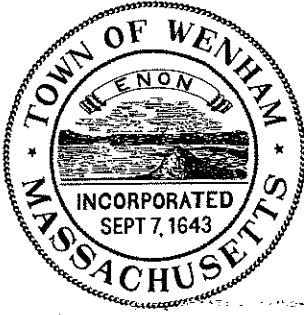
*December 11, 2018*

### **DRAFT MOTION**

#### **Annual Liquor License Renewal Grassy Roots, LLC**

- Vote: Having met all State and Local Licensing requirements and paid all fees, I move the Board of Selectmen renew the Wine and Malt Beverages, Retail Liquor License held by Grassy Roots, LLC located at 152 Main Street, through December 31, 2019.

Seconded / Discussion/ Vote



# Town of Wenham

Town Hall  
138 Main Street  
Wenham, MA 01984

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

## MEMORANDUM

TO: Grassy Roots – Jennifer F. Grammas  
RE: *Retail Liquor License Renewal Application: Package Store – Wines and Malt*  
DATE: October 16, 2018

---

Enclosed you'll find a Retail Liquor License Renewal Guide and your 2019 Package Store, Wines and Malt, Retail Liquor License Renewal Application. Listed below are all documents you must provide in order for the Board of Selectmen to hear your request for renewal. **Please return all completed documents to the Town Administrator's Office by Friday, November 2, 2018.**

- Signed ABCC License Renewal Application
- Proof of Employer's Liability Insurance
- Proof of Worker's Compensation Insurance
- Current Tips Certifications on all employees selling alcohol
- \$1,500 check payable to: Town of Wenham
- Fingerprints must be submitted to the Wenham Police Dept. within 7 days of renewal application submittal
- Proof of Food Service License
- Restaurant applicants must include completed Common Victualer application along with \$50 license renewal fee

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.

Certificates of Inspection from the Police Department, Fire Department and Building Inspector will also be required. All inspections will be initiated by the Administrative Office upon receipt of your renewal application.

Once all required document have been returned and are order, your renewal request will be placed on a Board of Selectmen's Agenda for Local Licensing Authority approval. The ABCC requires that approvals from the Local Licensing Authority be received no later than **December 31<sup>st</sup>, 2018.**

Please contact the Town Administrator's Office with any questions at [nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov) or 978-468-5520 ext. 2.



Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts  
Department Of The State Treasurer  
Alcoholic Beverages Control Commission  
239 Causeway Street, 1st Floor  
Boston, Massachusetts 02114**

**2019  
Retail License Renewal**

License Number: 89015-PK-1354

Municipality: WENHAM

License Name : Grassy Roots LLC

License Class: Annual

DBA :

License Type: Package Store

Premises Address: 152 Main Street Wenham, MA 01984

License Category: Wines and Malt

Manager: Jennifer F. Grammas

---

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

11-26-18

Date

Additional Information:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/18

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

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

|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b><br>Daniel J. Guarino Ins. Agency<br>99 Rosewood Drive Suite 111<br>Danvers, MA 01923   |  | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 978-777-5820<br>FAX (A/C, No): 978-777-9443<br>E-MAIL ADDRESS:                       |  |
| <b>INSURED</b><br>Grassy Roots LLC<br>C/O Jennifer Grammas<br>864 Bay Road<br>South Hamilton, MA 01982 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Travelers<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVD                                   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--|---------------|-------------------------|-------------------------|--|
| A        | COMMERCIAL GENERAL LIABILITY   |  | 6804226R636   | 10/04/18                | 10/04/19                | EACH OCCURRENCE \$ 1,000,000   |
|          | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>  | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |               |                         |                         |  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | 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                                  |
|          | AUTOMOBILE LIABILITY   |  |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                               |
|          | ANY AUTO <input type="checkbox"/>  |  |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>   |  |               |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          | HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>  |  |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |  |  |               |                         |                         | \$   |
|          | UMBRELLA LIAB <input type="checkbox"/>   |  |               |                         |                         | EACH OCCURRENCE \$   |
|          | EXCESS LIAB <input type="checkbox"/>   |  |               |                         |                         | AGGREGATE \$   |
|          | DED <input type="checkbox"/> RETENTION \$  |  |               |                         |                         | \$   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |  | UB5J739603    | 10/04/18                | 10/04/19                | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)  | Y/N <input type="checkbox"/>                         |               |                         |                         | E.L. EACH ACCIDENT \$ 100,000  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |  |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 100,000                                |
|          |  |  |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 500,000                               |

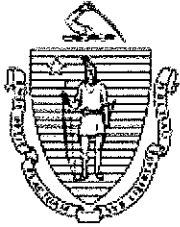
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to all terms and conditions of the policy forms

## CERTIFICATE HOLDER

## CANCELLATION

|   |   |
|---|---|
| Town of Wenham<br>138 Main Street<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|



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: Grassy Roots LLC.

Address: 152 Main St.

City/State/Zip: Wenham, MA 01984 Phone #: \_\_\_\_\_

**Are you an employer? Check the appropriate box:**

1. ☐ I am a employer with 5 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: Travelers Insurance

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: [Signature] Date: 11-26-18

Phone #: 978-879-9677

**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 #: \_\_\_\_\_



This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,

Adam F. Chafetz  
HCI President

ID#: 4540770 Name: Melissa Jane Stasiuk

Exam Date: 6/4/2017

Expiration Date: 6/4/2020



eTIPS Off Premise 3.0

CERTIFIED

Issued: 6/4/2017

Expires: 6/4/2020

ID#: 4540770

Melissa Jane Stasiuk  
Grassy Roots  
152 Main St  
Wenham, MA 01984-1422

For service visit us online at [www.gettips.com](http://www.gettips.com)



This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,

Adam F. Chafetz  
HCI President

ID#: 4540816 Name: Heather Lauren Donovan

Exam Date: 6/4/2017

Expiration Date: 6/4/2020



eTIPS Off Premise 3.0

CERTIFIED

Issued: 6/4/2017

Expires: 6/4/2020

ID#: 4540816

Heather Lauren Donovan  
Grassy Roots  
152 Main St  
Wenham, MA 01984-1422

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Sincerely,

  
Adam F. Chafetz  
HCI President

ID#: 4422532 Name: Jennifer Grammas

Exam Date: 12/19/2016

Expiration Date: 12/19/2019



eTIPS Off Premise 3.0

CERTIFIED

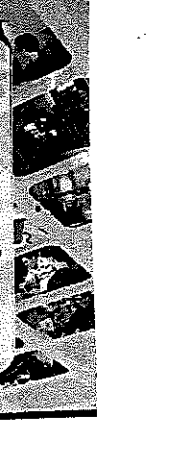
Issued: 12/19/2016

Expires: 12/19/2019

ID#: 4422532

Jennifer Grammas  
Grassy Roots  
152 Main St  
Wenham, MA 01984-1422

For service visit us online at [www.gettips.com](http://www.gettips.com)



GRASSY ROOTS LLC

PH. 978-468-5200

152 MAIN ST.

WENHAM, MA 01984

53-7214/2113

No.

5371

DATE 11-27-18

Shield™

Pay to the order of

Town of Wenham

\$1,500.00

One Thousand Five Hundred & 00/100

DOLLARS

Security Features  
Included.  
Details on Back.



BEVERLY  
BANK  
YOUR COMMUNITY BANK

MEMO

liquor licence renewal

*[Signature]*

MP



# TOWN OF WENHAM

## APPLICATION FOR A COMMON VICTUALLER LICENSE

The undersigned makes application for a Common Victualler License, under the provision of M.G.L., Chapter 140, Section 2, with the privilege of doing business on Sunday, to be exercised on the following described premises, to wit. Before submitting this application, inspectional approvals must be received from, including but not limited to, the: Board of Health, Building Department, Electrical Inspector, Plumbing and Gas Inspector, and Fire Department. The Licensing Board requires that the license, if granted, be reviewed annually for a fee of \$50.00 and cannot be transferred or sold without the consent of the Licensing Board.

Business Address (street and number) 152 Main St.

New or existing location? Existing

Number of Rooms: ✓ 1  
1st floor 2nd floor 3rd floor

Description of the Premises Grassy Roots is a small gourmet food shop that  
sells - wine - prepared foods - fresh juices, smoothies & sandwiches Dimensions of Location 800 s.f.

What is the total seating capacity? 0

Hours of Operation 8-5 Monday thru Saturday Closed Sundays

Type of Food to be Served Take-out

Planned entertainment (radio, tv, live music) None

### Individual/Partnership

Name(s) Jennifer Grammas

Address(es) 35 Cherry St. Wenham, MA 01984 Home Phone # [REDACTED]

### Corporation

Name(s) Grassy Roots LLC.

Address(es) 152 Main St. Wenham, MA 01984 Home Phone # 978-468-5200

Business Name \_\_\_\_\_ Telephone # \_\_\_\_\_

Name of Manager: Jennifer Grammas

The applicant, in signing this form agrees that he or she has read the above and will conform to same.

Signature of Applicant: [Signature] Date: 11-26-18



**THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF WENHAM**

**Permit Number**      6-2018

**Fee**    **\$100**

**This is to Certify that:**


**Grassy Roots  
152 Main Street  
Wenham, MA 01984**

**IS HEREBY GRANTED A**

**Food Service License**

**This license is granted in conformity with the Statues and ordinances relating  
Thereeto, and expires December 31, 2018 unless sooner suspended or revoked.**

**Date:**

  
**Bobbie Cody**  
**Assistant Agent for the Board of Health**



THOMAS C. PERKINS  
CHIEF OF POLICE

## WENHAM POLICE DEPARTMENT

1 Friend Court  
P.O. Box 536  
Wenham, MA 01984  
[WWW.WENHAMPD.COM](http://WWW.WENHAMPD.COM)



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

To: Chief Thomas Perkins  
From: Captain Kevin DiNapoli *KSD*  
Date: December 7, 2018  
Re: 2018 Liquor Inspections

On Monday, December 3rd and Tuesday, December 4<sup>th</sup>, I conducted the annual liquor inspections at the three establishments in Wenham licensed to serve and/or sell alcohol. The results are listed as follows:

### Grassy Roots

I met with the owner/manager of Grassy Roots identified as Jennifer Grammas. I inspected the license posted on the wall, certificates to serve alcohol and location of alcohol on the premises. All appeared to be in order. Ms. Grammas was still missing the posters on the wall advising of the risks related to alcohol consumption. (I ordered them from the Alcohol Beverage Control Commission with an expected delivery sometime the week of December 10<sup>th</sup>).



As of this writing, however, Ms. Grammas still has not responded to the Wenham Police Department for fingerprint processing. Therefore, I have been unable to conduct proper criminal processing inquiries on Ms. Grammas and **cannot recommend her establishment for licensing at this time.**

### **Richdale Market**

I met with the owner identified as Mr. Albert Abdelmalak. I inspected the license posted on the wall, certificates to serve alcohol, warning signs of alcohol consumption and alcohol on the premises. All appeared in order while I was on scene. Mr. Abdermalak also provided his fingerprints which allowed for criminal processing to be conducted without incident. **I am therefore, able to recommend the Richdale Market for licensing at this time.**

### **Wenham Tea House**

I met with the General Manager identified as Ms. Julie Perkins. I observed the license to serve alcohol posted on the wall, individual certificates to serve alcohol, warning signs of alcohol consumption and the storage location of the alcohol on sight. The establishment was well-organized and adhering to all applicable standards. The owner, identified as Mr. Christopher Keohane, also provided his fingerprints for processing according to Town requirements. **In closing, no issues were identified and I am able to recommend The Wenham Tea House for licensing without incident.**



# 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

Board of Selectmen  
138 Main Street  
Wenham, MA 01984

Re: Annual Liquor License – Grassyroots

To the Board of Selectmen:

I inspected Grassyroots, at 152 Main Street on November 27, 2018. As per my inspection, I approve the use of the space for an Annual Liquor License as it has no issues of building safety at this time.

Please call 978-468-5520 ext. 4 if you have any further questions.

Sincerely,

Brian Leathe  
Building Inspector



## Nicole Roebuck

---

**From:** Jeff Baxter  
**Sent:** Thursday, December 06, 2018 4:02 PM  
**To:** Nicole Roebuck  
**Subject:** RE: Liquor License Renewals

Nicci,  
Just finished up with all the inspections and re inspections and all 3 meet code at this time.

Thank you,  
Jeffrey Baxter  
Captain

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

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

---

**From:** Nicole Roebuck  
**Sent:** Thursday, December 06, 2018 3:28 PM  
**To:** Jeff Baxter <[JBaxter@wenhamma.gov](mailto:JBaxter@wenhamma.gov)>  
**Subject:** Liquor License Renewals

Hi Jeff,

When you're able, could you reply with the Fire Department recommendation on our 3 annual liquor license renewals for the Selectmen's packets? Did everyone pass inspection?

Fresh Foods, LLC DBA Wenham Tea House  
Grassy Roots, LLC  
97 Market, Inc.

Thank you Jeff.

Nicci Roebuck

# **BOARD OF SELECTMEN MEETING**

*December 11, 2018*

## **NEW BUSINESS**

### **C.**

## **Annual Liquor License Renewals**

*(15 Minutes)*

### **3) 97 Market, Inc.**

#### **Albert Abdelmalak**

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

## **BOARD OF SELECTMEN MEETING**

*December 11, 2018*

### **DRAFT MOTION**

Annual Liquor License Renewal  
97 Market, Inc.

- Vote: Having met all State and Local Licensing requirements and paid all fees, I move the Board of Selectmen renew the Wine and Malt Beverages, Retail Liquor License held by 97 Market, Inc. located at 143 Topsfield Road through December 31, 2019.

Seconded / Discussion/ Vote



# Town of Wenham

Town Hall  
138 Main Street  
Wenham, MA 01984

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

## MEMORANDUM

TO: 97 Market, Inc. – Albert Abdelmalak  
RE: *Retail Liquor License Renewal Application: Package Store – Wines and Malt*  
DATE: October 16, 2018

---

Enclosed you'll find a Retail Liquor License Renewal Guide and your 2019 Package Store, Wines and Malt, Retail Liquor License Renewal Application. Listed below are all documents you must provide in order for the Board of Selectmen to hear your request for renewal. **Please return all completed documents to the Town Administrator's Office by Friday, November 2, 2018.**

- Signed ABCC License Renewal Application
- Proof of Employer's Liability Insurance
- Proof of Worker's Compensation Insurance
- Current Tips Certifications on all employees selling alcohol
- \$1,500 check payable to: Town of Wenham
- Fingerprints must be submitted to the Wenham Police Dept. within 7 days of renewal application submittal

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.

Certificates of Inspection from the Police Department, Fire Department and Building Inspector will also be required. All inspections will be initiated by the Administrative Office upon receipt of your renewal application.

Once all required document have been returned and are order, your renewal request will be placed on a Board of Selectmen's Agenda for Local Licensing Authority approval. The ABCC requires that approvals from the Local Licensing Authority be received no later than **December 31<sup>st</sup>, 2018.**

Please contact the Town Administrator's Office with any questions at [nroebuck@wenhamma.gov](mailto:nroebuck@wenhamma.gov) or 978-468-5520 ext. 2.



Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts  
Department Of The State Treasurer  
Alcoholic Beverages Control Commission  
239 Causeway Street, 1st Floor  
Boston, Massachusetts 02114**

**2019  
Retail License Renewal**

License Number: 89062-PK-1354

Municipality: WENHAM

License Name : 97 Market Inc.

License Class: Annual

DBA :

License Type: Package Store

Premises Address: 143 Topsfield Road Wenham, MA  
01984

License Category: Wines and Malt

Manager: Albert Yohana Abdelmalak

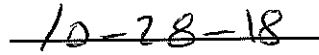
---

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



Signature



Date

Additional Information:



**Report Claims Immediately by Calling\***

**1-800-238-6225**

*Speak directly with a claim professional  
24 hours a day, 365 days a year*

*\*Unless Your Policy Requires **Written** Notice or Reporting*

---

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

---

**A Custom Insurance Policy Prepared for:**

97 MARKET INC.  
RICHDAL  
143 TOPSFIELD RD.  
WENHAM MA 01984



TYPE V INFORMATION PAGE WC 00 00 01 ( A)

POLICY NUMBER: UB-1L067307-18-42-G  
NEW-18

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

NCCI CO CODE: 12637

1.

**INSURED:**  
97 MARKET INC.  
RICHDALE  
143 TOPSFIELD RD.  
WENHAM, MA 01984

**PRODUCER:**  
CASSIDY ASSOCIATES  
67 HIGH ST  
DANVERS, MA 01923

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 06-20-18 to 06-20-19 12:01 A.M. at the insured's mailing address.

3. **A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) 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: | \$ | 100,000 | Each Accident |
| Bodily Injury by Disease:  | \$ | 500,000 | Policy Limit  |
| Bodily Injury by Disease:  | \$ | 100,000 | Each Employee |

**C. OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MD ME MI MN  
MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WI  
WV

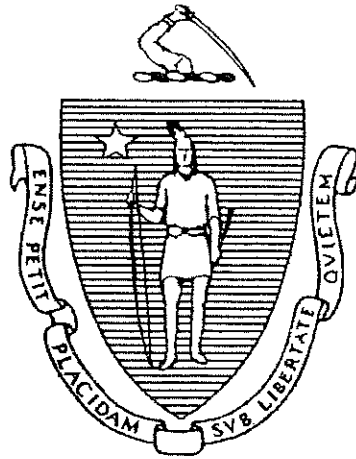
**D.** This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

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

DATE OF ISSUE: 06-26-18 CA  
OFFICE: HUDSON 126  
PRODUCER: CASSIDY ASSOCIATES TK489

# NOTICE TO EMPLOYEES



# NOTICE TO EMPLOYEES

## The Commonwealth of Massachusetts DEPARTMENT OF INDUSTRIAL ACCIDENTS 1 Congress Street, Suite 100, Boston, Massachusetts 02114 – 2017 617-727-4900 – <http://www.state.ma.us/dia>

As required by Massachusetts General Law, Chapter 152, Sections 21, 22 & 30, this will give you notice that I (we) have provided for payment to our injured employees under the above mentioned chapter by insuring with:

THE TRAVELERS INSURANCE COMPANIES

NAME OF INSURANCE COMPANY

P.O. BOX 1450  
MIDDLEBORO, MA 02344-1450

ADDRESS OF INSURANCE COMPANY

UB-1L067307-18-42-G

06-20-18 TO 06-20-19

POLICY NUMBER

EFFECTIVE DATES

CASSIDY ASSOCIATES

67 HIGH ST  
DANVERS, MA 01923

NAME OF INSURANCE AGENT ADDRESS

PHONE #

97 MARKET INC.  
RICHDALE

143 TOPSFIELD RD  
WENHAM  
MA 01984

EMPLOYER

ADDRESS

EMPLOYER'S WORKERS COMPENSATION OFFICER (IF ANY)

DATE

### MEDICAL TREATMENT

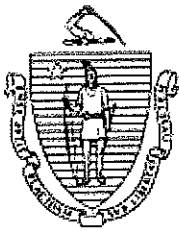
The above named insurer is required in cases of personal injuries arising out of and in the course of employment to furnish adequate and reasonable hospital and medical services in accordance with the provisions of the Workers' Compensation Act. A copy of the First Report of Injury must be given to the injured employee. The employee may select his or her own physician. The reasonable cost of the services provided by the treating physician will be paid by the insurer, if the treatment is necessary and reasonably connected to the work related injury. In cases requiring hospital attention, employees are hereby notified that the insurer has arranged for such attention at the

NAME OF HOSPITAL

ADDRESS

### TO BE POSTED BY EMPLOYER





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: 97 market inc

Address: 143 Topsfield RD

City/State/Zip: Wenham MA 01984 Phone #: 978-468-9565

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: the travelers insurance companies

Insurer's Address: 67 high st danvers MA 01922

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: \_\_\_\_\_ Date: \_\_\_\_\_

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 #: \_\_\_\_\_

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**Congratulations!**

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If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,

A handwritten signature in black ink, appearing to read "Adam Chafetz".

Adam F. Chafetz  
HCI President

ID#: 4939470 Name: Albert Youhanna Abdelmalak

Exam Date: 10/31/2018 Expiration Date: 10/31/2021



**CERTIFIED**

eTIPS Off Premise 3.0

Issued: 10/31/2018

Expires: 10/31/2021

ID#: 4939470

Albert Youhanna Abdelmalak  
143 topsfield  
wenham, MA 01984

For service visit us online at [www.gettips.com](http://www.gettips.com)

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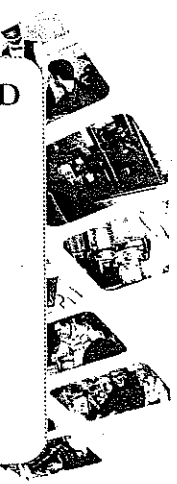
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Sincerely,  
*Adam F. Chafetz*  
Adam F. Chafetz  
HCI President

ID#: 4931283    Name: James N Davekos  
Exam Date: 10/20/2018    Expiration Date: 10/20/2021

 **CERTIFIED**  
eTIPS Off Premise 3.0  
Issued: 10/20/2018    Expires: 10/20/2021  
ID#: 4931283  
  
James N Davekos  
Richdale  
143 Topsfield Rd  
Wenham, MA 01984-1239  
  
For service visit us online at [www.gettips.com](http://www.gettips.com)



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Sincerely,  
*Adam F. Chafetz*  
Adam F. Chafetz  
HCI President

ID#: 4930819    Name: Emad M Ebrahim  
Exam Date: 10/18/2018    Expiration Date: 10/18/2021

 **CERTIFIED**  
eTIPS Off Premise 3.0  
Issued: 10/18/2018    Expires: 10/18/2021  
ID#: 4930819  
  
Emad M Ebrahim  
143 Topsfield Rd  
Wenham, MA 01984-1239  
  
For service visit us online at [www.gettips.com](http://www.gettips.com)



97 MARKET INC  
143 TOPSFIELD RD  
WENHAM, MA 01984

1069

53-7054/2113  
485

10-28-18 Date

Pay to the  
Order of

town of wenham

\$ 1500,-

fifteen hundred

Dollars



Photo  
Safe  
Deposit  
Details on back



Bank

America's Most Convenient Bank®

For

Albert Abdelmalek

MP

Printed Name

ID Bank, N.A.

## Nicole Roebuck

---

**From:** Kevin Dinapoli  
**Sent:** Friday, December 07, 2018 3:08 PM  
**To:** Peter Lombardi; Nicole Roebuck  
**Subject:** Grassy Roots

Peter,

Ms. Grammas just came in for her fingerprints. All is now fine for her license moving forward. Please advise if you would like a formal addendum to my initial inspection report.

Thanks,

Kevin

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

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

---



THOMAS C. PERKINS  
CHIEF OF POLICE

## WENHAM POLICE DEPARTMENT

1 Friend Court  
P.O. Box 536  
Wenham, MA 01984  
[WWW.WENHAMPD.COM](http://WWW.WENHAMPD.COM)



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

To: Chief Thomas Perkins  
From: Captain Kevin DiNapoli *KSD*  
Date: December 7, 2018  
Re: 2018 Liquor Inspections

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As of this writing, however, Ms. Grammas still has not responded to the Wenham Police Department for fingerprint processing. Therefore, I have been unable to conduct proper criminal processing inquiries on Ms. Grammas and **cannot recommend her establishment for licensing at this time.**

### **Richdale Market**

I met with the owner identified as Mr. Albert Abdelmalak. I inspected the license posted on the wall, certificates to serve alcohol, warning signs of alcohol consumption and alcohol on the premises. All appeared in order while I was on scene. Mr. Abdermalak also provided his fingerprints which allowed for criminal processing to be conducted without incident. **I am therefore, able to recommend the Richdale Market for licensing at this time.**

### **Wenham Tea House**

I met with the General Manager identified as Ms. Julie Perkins. I observed the license to serve alcohol posted on the wall, individual certificates to serve alcohol, warning signs of alcohol consumption and the storage location of the alcohol on sight. The establishment was well-organized and adhering to all applicable standards. The owner, identified as Mr. Christopher Keohane, also provided his fingerprints for processing according to Town requirements. **In closing, no issues were identified and I am able to recommend The Wenham Tea House for licensing without incident.**



# Town of Wenham

Town Hall  
138 Main Street  
Wenham, MA 01984

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## BUILDING DEPARTMENT

TEL 978-468-5520 Ext. 4

FAX 978-468-8014

November 28, 2018

Board of Selectmen  
138 Main Street  
Wenham, MA 01984

Re: Annual Liquor License – Richdale Market

To the Board of Selectmen:

I inspected Richdale Market, at 143 Topsfield Road on November 27, 2018. As per my inspection, I approve the use of the space for an Annual Liquor License as it has no issues of building safety at this time.

Please call 978-468-5520 ext. 4 if you have any further questions.

Sincerely,

Brian Leathe  
Building Inspector



## Nicole Roebuck

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**From:** Jeff Baxter  
**Sent:** Thursday, December 06, 2018 4:02 PM  
**To:** Nicole Roebuck  
**Subject:** RE: Liquor License Renewals

Nicci,  
Just finished up with all the inspections and re inspections and all 3 meet code at this time.

Thank you,  
Jeffrey Baxter  
Captain

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

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**From:** Nicole Roebuck  
**Sent:** Thursday, December 06, 2018 3:28 PM  
**To:** Jeff Baxter <[JBaxter@wenhamma.gov](mailto:JBaxter@wenhamma.gov)>  
**Subject:** Liquor License Renewals

Hi Jeff,

When you're able, could you reply with the Fire Department recommendation on our 3 annual liquor license renewals for the Selectmen's packets? Did everyone pass inspection?

Fresh Foods, LLC DBA Wenham Tea House  
Grassy Roots, LLC  
97 Market, Inc.

Thank you Jeff.

**Nicci Roebuck**

**BOARD OF SELECTMEN MEETING**

*December 11, 2018*

**NEW BUSINESS**

**D.**

**Review of Preliminary FY20 Budget**

*(30 Minutes)*

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

**CH**



# 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: Finance & Advisory Committee; Patty Moore, Finance Director  
FROM: Town Administrator, Peter Lombardi  
RE: Review of Preliminary FY20 Administration Budget  
DATE: December 6, 2018

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Following up on our initial FY20 budget meeting with Department Heads on December 1, and based on a current projected deficit of approximately \$425k for FY20, I wanted to provide a high-level summary of the major drivers and proposed changes to level services (updates from my original memo are in **bold**):

### Revenues

- FY18 new growth is set to come in approximately \$375k higher than was originally projected (\$100k), resulting in a proportional increase to the FY20 levy limit.
- FY20 new growth is projected at \$200k based on prior year actuals (unrelated to the increase in valuations that resulted from the Measure & List project) and ongoing major development projects (Wenham Pines and Spring Hill).
- FY18 Free Cash was certified at \$978k. Assuming we will keep a minimum balance of \$278k, we plan to apply the \$700k left available as a revenue source to try to avoid another operating override. If delivering a balanced budget seems unlikely as we progress through the budget process, I would suggest that we re-evaluate the merits of continuing to rely on this level of one-time funds to build our operating budget.
- Ambulance revenues are projected at \$100k. This conservative projection may be increased as we continue to evaluate YTD FY19 actuals. This also presumes that we will continue to provide this service beyond the initial 1 year pilot period.
- The Town has historically paid \$82k for regional dispatch services through the RECC. This amount has been deducted from our annual cherry sheet charges. Based on the current plan for State 911 to assume management of the RECC and their commitment to reduce our annual assessment to \$0, we have reduced our state aid assessment deduction accordingly. Accordingly, any plan to partner with another municipality to deliver this service in FY20, however unlikely at this stage, would result in a net cost increase to the Town.
- The Reserve for Abatement line has been increased by \$40k from \$135k to \$175k to account for the projected increase in funds needed to cover the proposed expansion of the senior circuit tax breaker program (assuming it is approved at the ballot in

April 2019), a minor expansion of the senior tax work-off program (currently capped at 10 residents), and expected abatements since it is a revaluation year (5 year cycle).

### Expenses

Expense requests in support of adding additional staffing total approximately **\$123k**. In addition, health benefits for those positions would total approximately \$32k.

Expense requests to increase compensation for certain positions above COLA and/or merit increases total approximately \$15k.

Other supplemental expense increases listed below total approximately \$68k.

- The Board of Assessors are seeking new stipends totaling \$5,400 for the 3 elected positions based on their responsibilities and comparables.
- Finance Office is seeking approximately \$8,500 to increase the Finance Assistant and Payroll Coordinator position from 30 hours/week (current) to 36.5 hours/week (Town Hall hours) based on departmental needs.
- IT costs have increased by \$8,400 to cover new back-up and disaster recovery services.
- Town Clerk is seeking approximately \$5,200 to increase the Administrative Assistant's hourly rate to reflect internal and external comparables.
- Building & Grounds is seeking approximately \$24,900 to add a new 19 hour/week staff position to increase capacity of department and perform more facilities maintenance work in-house.
- Police Department is seeking approximately **\$21,000** to hire a new full-time officer. This figure assumes a decrease of **\$46,800** in budgeted reserve officer compensation and does not include the approximate \$16,000 cost of health insurance benefits (these funds have been added to the Employee Benefits expense line as a placeholder to fully reflect the costs of this personnel change).
- Police Department is seeking approximately \$12,500 to hire a new part-time Emergency Management position (8 hours/week) to take on a more consistent approach to this role.
- Tree Warden is seeking \$10,000 to cover the costs of planting 20 new trees in FY20. The Finance and Advisory Committee approved a Reserve Fund transfer of \$10k from FY18 available funds to plant 20 trees in FY19. Tree removal expenses have been level funded but solid initial progress has been made in addressing the recommendations of last spring's comprehensive needs assessment.
- The Hamilton Wenham Regional School District assessment assumes a 3% net increase and no Excess & Deficiency (+\$125k). It is based on our actual enrollment shift cost of \$165k, approximately half of what it has been the past 3 FYs.
- DPW is seeking approximately \$50,500 for a new full-time Driver/Operator position based on departmental needs. Again, the approximate \$16,000 cost of health insurance benefits for this position have been added to the Employee Benefits expense line as a placeholder to fully reflect the costs of adding this new employee.
- DPW has added \$50,000 in its Expense line for Year 2 MS4 stormwater compliance. This figure assumes DPW staff will be trained to perform some of the necessary data collection in-house. Year 1 compliance was covered by a 2017 Town Meeting

appropriation from Free Cash. We can generally expect our annual compliance costs going forward to average \$50k. Other funding options were discussed with our engineering consultants in Fall 2016 and the consensus at the time was that we would not introduce a new local revenue source.

- COA is seeking approximately \$4,750 to increase the Van Drivers' and Administrative Assistant's hourly rates to reflect external comparables and increases to the minimum wage.
- COA is seeking approximately \$5,500 to fund a 4 hour/week consultant position to continue moving forward on the Age and Dementia Friendly Community Initiative. Funding for 8-10 hours/week of this work has been provided through Community Compact grant funds for FY19.
- Employee Benefits include the 2 new proposed hires, reflect FY19 actuals (underbudgeted by approximately \$65k), and anticipate an 8% increase in premiums.

### Capital

Given our current Free Cash balance, we have no other available funding source for capital needs other than the operating budget. Accordingly, all new capital items listed below, totaling **\$187,000**, have been included in the appropriate departmental Capital line items. They are as follows:

- \$40k for Year 1 of 4 Year lease agreement for new DPW Backhoe
- +\$50k for Highway Road Capital (FY19 total appropriation was partially funded using Free Cash - \$45k; total requested FY20 appropriation is \$90k, following our model of increasing our annual commitment to this line item by \$5k/year)
- \$24k for 4 new computers for Police cruisers
- \$26k for 11 new sets of Fire Department protective gear (2<sup>nd</sup> half to be replaced in FY21)
- \$15k for 2 new Air Packs (other 2 to be replaced in FY21)
- \$21k for new COA roof
- \$8k for a new dehumidifier for the Town Clerk's storage area
- **\$3k** for COA carpet replacement

In addition, Town Meeting appropriated certain one-time funds to cover the FY19 costs of capital items that the Town continues to have an obligation to pay in FY20 (and beyond). Those have been included in the departmental Capital line items as well. They are as follows:

- \$35,000 for Year 2 of 5 year lease agreement for DPW Front-end Loader
- \$12,133 for Year 2 of 3 year lease agreement for Police Administrative vehicle
- \$4,362 for Year 4 of 4 year lease agreement for Mini Excavator (1/3 of total annual payment previously covered through various cemetery funds). Other 2/3 of payments are equally covered by DPW Revolving and Water Capital.

I would expect that the Board will work on evaluating and prioritizing the proposed increases in staffing and wage adjustments as well as requested capital needs over the next several weeks so that we can finalize a recommended FY20 Administration budget at your meeting in early January prior to the Finance and Advisory Committee beginning to review and deliberate in mid-January.

## Town of Wenham FY20 Preliminary Budget

|                                  | FY 2016<br>ACTUAL    | FY 2017<br>ACTUAL    | FY 2018<br>ACTUAL    | FY 2019<br>BUDGET    | FY20<br>SUBMITTED    | %<br>Change |
|----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-------------|
| <b>REVENUE PROJECTION</b>        |                      |                      |                      |                      |                      |             |
| <b>PROPERTY TAXES</b>            |                      |                      |                      |                      |                      |             |
| Prior Year Levy Limit            | 12,809,252           | 13,192,578           | 13,612,731           | 14,161,216           | 15,321,541           |             |
| 2 1/2 % Increase                 | 320,231              | 329,814              | 340,318              | 354,030              | 383,039              |             |
| New Growth (1)                   | 63,095               | 90,337               | 100,000              | 100,000              | 200,000              |             |
| TOTAL LEVY LIMIT                 | 13,192,579           | 13,612,730           | 14,053,049           | 14,615,247           | 15,904,579           |             |
| Debt Exclusion                   | 807,410              | 807,410              | 724,316              | 740,984              | 462,363              |             |
| <b>TOTAL MAXIMUM LEVY LIMIT</b>  | <b>13,999,989</b>    | <b>14,420,140</b>    | <b>14,777,365</b>    | <b>15,356,231</b>    | <b>16,366,942</b>    | <b>6.6%</b> |
| <b>LOCAL RECEIPTS</b>            |                      |                      |                      |                      |                      |             |
| Motor Vehicle Excise             | 713,309              | 734,987              | 730,810              | 660,000              | 660,841              |             |
| Other Excise                     |                      |                      |                      |                      | 0                    |             |
| Pen & Int on Tax & Exc           | 101,947              | 42,209               | 53,140               | 50,000               | 51,500               |             |
| Payments in Lieu of Taxes        | 10,188               | 15,653               | 12,297               | 10,348               | 10,348               |             |
| Charges for Services - Water     | 445,332              | 478,610              | 500,861              | 427,395              | 433,156              |             |
| Other Charges for Services       | 33,510               | 64,219               | 21,565               | 49,641               | 49,284               |             |
| Fees                             | 25,093               | 31,747               | 36,092               | 25,738               | 26,499               |             |
| Rentals                          | 134,592              | 148,464              | 123,900              | 141,450              | 146,379              |             |
| Dept. Revenue Libraries          | 5,751                | 5,183                | 6,119                | 3,266                | 5,261                |             |
| Dept. Revenue Cemeteries         | 16,650               | 11,750               | 14,000               | 13,000               | 13,000               |             |
| Other Dept. Revenue              | 52,421               | 34,578               | 41,849               | 25,963               | 26,223               |             |
| EMS Revenue                      | 0                    | 0                    | 0                    | 35,000               | 100,000              |             |
| Licenses and Permits             | 140,158              | 96,380               | 139,572              | 116,660              | 126,014              |             |
| Special Assessments              | 736,269              | 724,005              | 751,418              | 879,668              | 932,448              |             |
| Fines & Forfeits                 | 24,908               | 16,460               | 17,785               | 27,093               | 29,361               |             |
| Investment Income                | 2,216                | 3,816                | 15,352               | 1,934                | 1,939                |             |
| Miscellaneous Recurring          |                      | 0                    |                      |                      | 0                    |             |
| Miscellaneous Non-Recurring      | 12,178               | 11,252               | 6,542                |                      | 0                    |             |
| <b>TOTAL LOCAL RECEIPTS</b>      | <b>2,454,522</b>     | <b>2,408,061</b>     | <b>2,471,302</b>     | <b>2,467,156</b>     | <b>2,612,252</b>     | <b>5.9%</b> |
| <i>Local Receipts % Increase</i> |                      | <i>-1.9%</i>         | <i>2.6%</i>          | <i>-0.2%</i>         | <i>5.9%</i>          |             |
| Cherry Sheet Receipts            | 415,625              | 425,354              | 448,608              | 464,915              | 464,915              |             |
| Less Offsets                     | (9,070)              | (9,433)              | (9,317)              | (9,328)              | (9,328)              |             |
| Less Charges and Assessments     | (219,987)            | (214,228)            | (225,090)            | (229,414)            | (156,591)            |             |
| <b>TOTAL NET STATE AID</b>       | <b>186,568</b>       | <b>201,693</b>       | <b>214,201</b>       | <b>226,173</b>       | <b>298,996</b>       |             |
| <b>SUBTOTAL REVENUE</b>          | <b>\$ 16,641,079</b> | <b>\$ 17,029,894</b> | <b>\$ 17,462,868</b> | <b>\$ 18,049,560</b> | <b>\$ 19,278,190</b> | <b>6.8%</b> |

## Town of Wenham FY20 Preliminary Budget

|   | FY 2016<br>ACTUAL    | FY 2017<br>ACTUAL    | FY 2018<br>ACTUAL    | FY 2019<br>BUDGET    | FY20<br>SUBMITTED    | %<br>Change   |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|---------------|
| RESERVE FOR ABATEMENT (10)                        | (198,467)            | (135,000)            | (135,000)            | (135,000)            | (175,000)            | 29.6%         |
| <b>TOTAL NET REVENUE</b>                          | <b>\$ 16,442,612</b> | <b>\$ 16,894,894</b> | <b>\$ 17,327,868</b> | <b>\$ 17,914,560</b> | <b>\$ 19,103,190</b> | <b>6.6%</b>   |
| Free Cash Used to Supplement Budget               | \$ 425,000           | \$ 750,000           | \$ 750,000           | \$ 750,000           | \$ 700,000           |               |
| Education Stabilization Used to Supplement Budget | \$ 328,000           |                      |                      |                      |                      |               |
| Transfer from Other Available Funds               | \$ 5,000             | \$ 5,000             | \$ 7,500             | \$ 7,500             | \$ 7,500             |               |
| <b>TOTAL REVENUE &amp; Free Cash</b>              | <b>\$ 17,200,612</b> | <b>\$ 17,649,894</b> | <b>\$ 18,085,368</b> | <b>\$ 18,672,060</b> | <b>\$ 19,810,690</b> | <b>6.1%</b>   |
| Annual % Increase: Total Revenue & Free Cash      |                      |                      |                      |                      |                      |               |
| <b>RESERVES (9)</b>                               |                      |                      |                      |                      |                      |               |
| General Stabilization Fund                        | 522,561              | 530,400              | 523,109              | 524,609              | 532,478              |               |
| Free Cash   | 600,000              | 311,225              | 482,635              | 482,635              | 277,873              |               |
| <b>TOTAL RESERVES</b>                             | <b>1,122,561</b>     | <b>841,625</b>       | <b>1,005,744</b>     | <b>1,007,244</b>     | <b>810,351</b>       | <b>-19.5%</b> |



## Town of Wenham FY20 Preliminary Budget

|   | FY 2016<br>ACTUAL | FY 2017<br>ACTUAL | FY 2018<br>ACTUAL | FY 2019<br>BUDGET | FY20<br>SUBMITTED | %<br>Change  |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|--------------|
| <b>EXPENDITURE PROJECTION</b>                       |                   |                   |                   |                   |                   |              |
| <b>(001) GENERAL FUND</b>                           |                   |                   |                   |                   |                   |              |
| <b>(114) MODERATOR</b>                              |                   |                   |                   |                   |                   |              |
| (007) EXPENSES                                      | \$ -              | \$ -              | \$ -              | \$ 50             | \$ 50             |              |
| <b>(114) MODERATOR Total</b>                        | <u>\$ -</u>       | <u>\$ -</u>       | <u>\$ -</u>       | <u>\$ 50</u>      | <u>\$ 50</u>      | <u>0.0%</u>  |
|   |                   |                   | \$ -              |                   |                   |              |
| <b>(122) SELECTMEN</b>                              |                   |                   |                   |                   |                   |              |
| (001) SALARIES & WAGES                              | \$ 10,812         | \$ 10,920         | \$ 11,138         | \$ 11,029         | \$ 11,250         |              |
| (007) EXPENSES                                      | \$ 2,000          | \$ 143            | \$ -              | \$ 2,000          | \$ 500            |              |
| <b>(122) SELECTMEN Total</b>                        | <u>\$ 12,812</u>  | <u>\$ 11,063</u>  | <u>\$ 11,138</u>  | <u>\$ 13,029</u>  | <u>\$ 11,750</u>  | <u>-9.8%</u> |
|   |                   | 1%                |                   |                   |                   |              |
| <b>(123) TOWN ADMINISTRATOR</b>                     |                   |                   |                   |                   |                   |              |
| (001) SALARIES & WAGES                              | \$ 105,000        | \$ 112,402        | \$ 114,240        | \$ 132,000        | \$ 138,047        |              |
| (007) EXPENSES                                      | \$ 2,489          | \$ 1,689          | \$ 3,517          | \$ 2,500          | \$ 4,000          |              |
| <b>(123) TOWN ADMINISTRATOR Total</b>               | <u>\$ 107,490</u> | <u>\$ 114,091</u> | <u>\$ 117,757</u> | <u>\$ 134,500</u> | <u>\$ 142,047</u> | <u>5.6%</u>  |
|   |                   | 7%                |                   |                   |                   |              |
| <b>(131) FINANCE &amp; ADVISORY COMMITTEE</b>       |                   |                   |                   |                   |                   |              |
| (007) EXPENSES                                      | \$ 155            | \$ 155            | \$ 160            | \$ 250            | \$ 250            |              |
| <b>(131) FINANCE &amp; ADVISORY COMMITTEE Total</b> | <u>\$ 155</u>     | <u>\$ 155</u>     | <u>\$ 160</u>     | <u>\$ 250</u>     | <u>\$ 250</u>     | <u>0.0%</u>  |
| <b>(132) RESERVE FUND</b>                           |                   |                   |                   |                   |                   |              |
| (007) EXPENSES                                      | \$ -              | \$ 155,766        | \$ 87,604         | \$ 125,000        | \$ 125,000        |              |
| <b>(132) RESERVE FUND Total</b>                     | <u>\$ -</u>       | <u>\$ 155,766</u> | <u>\$ 87,604</u>  | <u>\$ 125,000</u> | <u>\$ 125,000</u> | <u>0.0%</u>  |
| <b>(139) MUNICIPAL AUDIT</b>                        |                   |                   |                   |                   |                   |              |
| (002) CONTRACT SERVICES                             | \$ 22,000         | \$ 22,000         | \$ 23,500         | \$ 23,500         | \$ 25,000         |              |
| (002) CONTRACT SERVICES-ACTUARIAL VAL               | \$ 4,500          |                   | \$ 5,500          |                   |                   |              |
| <b>(139) MUNICIPAL AUDIT Total</b>                  | <u>\$ 26,500</u>  | <u>\$ 22,000</u>  | <u>\$ 29,000</u>  | <u>\$ 23,500</u>  | <u>\$ 25,000</u>  | <u>6.4%</u>  |
| <b>(141) ASSESSORS DEPARTMENT</b>                   |                   |                   |                   |                   |                   |              |
| (001) SALARIES & WAGES                              | \$ 62,198         | \$ 59,166         | \$ 60,197         | \$ 63,103         | \$ 70,531         |              |
| (007) EXPENSES                                      | \$ 9,526          | \$ 14,692         | \$ 12,150         | \$ 13,150         | \$ 14,150         |              |
| (008) CAPITAL                                       | \$ 845            | \$ 11,955         |                   |                   |                   |              |
| <b>(141) ASSESSORS DEPARTMENT Total</b>             | <u>\$ 72,569</u>  | <u>\$ 85,813</u>  | <u>\$ 72,347</u>  | <u>\$ 76,253</u>  | <u>\$ 84,681</u>  | <u>11.1%</u> |



## Town of Wenham FY20 Preliminary Budget

|  | FY 2016<br>ACTUAL | FY 2017<br>ACTUAL | FY 2018<br>ACTUAL | FY 2019<br>BUDGET | FY20<br>SUBMITTED | %<br>Change  |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|--------------|
| <b>(145) TAX TITLE EXPENSE</b>             | \$ 8,285          | \$ 4,709          | \$ 6,126          | \$ 10,000         | \$ 10,000         | 0.0%         |
| <b>(149) FINANCE DEPARTMENT</b>            |                   |                   |                   |                   |                   |              |
| (001) SALARIES & WAGES                     | \$ 158,981        | \$ 142,146        | \$ 188,368        | \$ 195,778        | \$ 229,676        |              |
| (007) EXPENSES                             | \$ 24,769         | \$ 44,330         | \$ 22,550         | \$ 22,950         | \$ 22,950         |              |
| <b>(149) FINANCE DEPARTMENT Total</b>      | <b>\$ 183,750</b> | <b>\$ 186,476</b> | <b>\$ 210,918</b> | <b>\$ 218,728</b> | <b>\$ 252,626</b> | <b>15.5%</b> |
|  |                   | -16%              |                   |                   |                   |              |
| <b>(151) LEGAL</b>                         |                   |                   |                   |                   |                   |              |
| (002) CONTRACT SERVICES                    | \$ 88,167         | \$ 67,583         | \$ 66,054         | \$ 55,000         | \$ 60,000         |              |
| (007) EXPENSES                             | \$ 7,000          | \$ 3,500          | \$ -              | \$ -              |                   |              |
| (007) EXPENSES-LEGAL BASE STUDY            | \$ -              | \$ -              | \$ -              |                   |                   |              |
| <b>(151) LEGAL Total</b>                   | <b>\$ 95,167</b>  | <b>\$ 71,083</b>  | <b>\$ 66,054</b>  | <b>\$ 55,000</b>  | <b>\$ 60,000</b>  | <b>9.1%</b>  |
| <b>(152) INFORMATION TECHNOLOGY</b>        |                   |                   |                   |                   |                   |              |
| (002) CONTRACT SERVICES                    | \$ 8,445          | \$ -              |                   | \$ -              |                   |              |
| (007) EXPENSES                             | \$ 54,333         | \$ 50,729         | \$ 53,013         | \$ 64,014         | \$ 73,211         |              |
| (008) CAPITAL                              | \$ 10,000         | \$ 8,498          | \$ 4,159          | \$ 7,000          | \$ 7,000          |              |
| <b>(152) INFORMATION TECHNOLOGY Total</b>  | <b>\$ 72,778</b>  | <b>\$ 59,227</b>  | <b>\$ 57,172</b>  | <b>\$ 71,014</b>  | <b>\$ 80,211</b>  | <b>13.0%</b> |
| <b>(160) TOWN HALL</b>                     |                   |                   |                   |                   |                   |              |
| (001) SALARIES & WAGES                     | \$ 62,972         | \$ 76,241         | \$ 102,895        | \$ 122,265        | \$ 133,276        |              |
| (002) CONTRACT SERVICES-MINUTES CLERK      | \$ 7,911          | \$ 12,221         | \$ 13,879         | \$ -              |                   |              |
| (007) EXPENSES                             | \$ 58,727         | \$ 44,836         | \$ 52,363         | \$ 47,720         | \$ 47,720         |              |
| <b>(160) TOWN HALL DEPARTMENT Total</b>    | <b>\$ 129,610</b> | <b>\$ 133,298</b> | <b>\$ 169,137</b> | <b>\$ 169,985</b> | <b>\$ 180,996</b> | <b>6.5%</b>  |
| <b>(161) TOWN CLERK'S DEPARTMENT</b>       |                   |                   |                   |                   |                   |              |
| (001) SALARIES & WAGES                     | \$ 60,083         | \$ 62,679         | \$ 60,990         | \$ 77,487         | \$ 85,145         |              |
| (007) EXPENSES                             | \$ 11,324         | \$ 11,285         | \$ 8,896          | \$ 12,855         | \$ 13,065         |              |
| (008) CAPITAL                              |                   |                   |                   |                   | \$ 8,000          |              |
| <b>(161) TOWN CLERK'S DEPARTMENT Total</b> | <b>\$ 71,407</b>  | <b>\$ 73,964</b>  | <b>\$ 69,886</b>  | <b>\$ 90,342</b>  | <b>\$ 106,210</b> | <b>17.6%</b> |
| <b>(170) LAND USE</b>                      |                   |                   |                   |                   |                   |              |
| (001) SALARIES & WAGES                     | \$ 63,175         | \$ 56,535         | \$ 57,105         | \$ 69,122         | \$ 66,056         |              |
| (007) EXPENSES                             | \$ 3,525          | \$ 6,448          | \$ 4,880          | \$ 6,155          | \$ 6,585          |              |
| <b>(170) PLANNING &amp; LAND USE Total</b> | <b>\$ 66,700</b>  | <b>\$ 62,983</b>  | <b>\$ 61,985</b>  | <b>\$ 75,277</b>  | <b>\$ 72,641</b>  | <b>-3.5%</b> |

## Town of Wenham FY20 Preliminary Budget

|                                      | FY 2016<br>ACTUAL   | FY 2017<br>ACTUAL   | FY 2018<br>ACTUAL   | FY 2019<br>BUDGET   | FY20<br>SUBMITTED   | %<br>Change  |
|--------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|--------------|
|                                      |                     |                     | 19.5%               |                     |                     |              |
| <b>(192) BLDG &amp; GROUNDS</b>      |                     |                     |                     |                     |                     |              |
| (001) SALARIES & WAGES               | \$ 66,259           | \$ 75,503           | \$ 87,153           | \$ 81,247           | \$ 108,945          |              |
| (002) CONTRACT SERVICES              | \$ 31,272           | \$ -                | \$ -                | \$ -                |                     |              |
| (007) EXPENSES                       | \$ 45,530           | \$ 63,583           | \$ 73,989           | \$ 78,989           | \$ 87,934           |              |
| (008) CAPITAL                        |                     |                     | \$ -                | \$ -                |                     |              |
| <b>(192) FACILITIES Total</b>        | <b>\$ 143,061</b>   | <b>\$ 139,086</b>   | <b>\$ 161,142</b>   | <b>\$ 160,236</b>   | <b>\$ 196,879</b>   | <b>22.9%</b> |
| <b>(195) TOWN REPORT</b>             |                     |                     |                     |                     |                     |              |
| (007) EXPENSES                       | \$ 5,000            | \$ 5,000            | \$ 5,500            | \$ 5,700            | \$ 6,000            |              |
| <b>(195) TOWN REPORT Total</b>       | <b>\$ 5,000</b>     | <b>\$ 5,000</b>     | <b>\$ 5,500</b>     | <b>\$ 5,700</b>     | <b>\$ 6,000</b>     | <b>5.3%</b>  |
| <b>(199) IRON RAIL</b>               |                     |                     |                     |                     |                     |              |
| (001) SALARIES & WAGES               | \$ 9,866            | \$ 11,369           | \$ 6,635            | \$ 6,973            | \$ -                |              |
| (002) CONTRACT SERVICES              |                     | 0                   |                     |                     |                     |              |
| (007) EXPENSES                       | \$ 35,855           | \$ 27,187           | \$ 31,692           | \$ 36,470           | \$ 46,670           |              |
| (008) CAPITAL                        | \$ 6,000            | \$ -                | \$ -                | \$ -                |                     |              |
| <b>(199) IRON RAIL Total</b>         | <b>\$ 51,721</b>    | <b>\$ 38,556</b>    | <b>\$ 38,326</b>    | <b>\$ 43,443</b>    | <b>\$ 46,670</b>    | <b>7.4%</b>  |
| <b>(210) POLICE DEPARTMENT</b>       |                     |                     |                     |                     |                     |              |
| (001) SALARIES & WAGES               | \$ 1,179,819        | \$ 1,231,199        | \$ 1,274,490        | \$ 1,271,226        | \$ 1,340,206        |              |
| (007) EXPENSES                       | \$ 102,082          | \$ 113,310          | \$ 122,906          | \$ 123,216          | \$ 126,616          |              |
| (008) CAPITAL                        | \$ 37,929           | \$ 38,000           | \$ 39,939           | \$ 40,000           | \$ 78,133           |              |
| (007) EXPENSES - CHIEF SEARCH        |                     | \$ 10,375           | \$ -                |                     |                     |              |
| <b>(210) POLICE DEPARTMENT Total</b> | <b>\$ 1,319,830</b> | <b>\$ 1,392,884</b> | <b>\$ 1,437,336</b> | <b>\$ 1,434,442</b> | <b>\$ 1,544,955</b> | <b>7.7%</b>  |
| <b>(220) FIRE DEPARTMENT</b>         |                     |                     |                     |                     |                     |              |
| (001) SALARIES & WAGES               | \$ 308,523          | \$ 354,869          | \$ 387,636          | \$ 387,036          | \$ 440,810          |              |
| (001) SALARIES & WAGES-ON CALL       | \$ 154,620          | \$ 172,988          | \$ 160,990          | \$ 202,995          | \$ 181,555          |              |
| (007) EXPENSES-TRAINING              | \$ 29,328           | \$ -                |                     | \$ -                |                     |              |
| (007) EXPENSES                       | \$ 91,545           | \$ 95,455           | \$ 124,047          | \$ 123,961          | \$ 131,763          |              |
| (008) CAPITAL                        | \$ 15,000           | \$ 14,678           | \$ 14,678           | \$ -                | \$ 41,000           |              |
| (007) EXPENSES - FIRE STAT EXP       |                     |                     |                     |                     |                     |              |
| <b>(220) FIRE DEPARTMENT Total</b>   | <b>\$ 599,016</b>   | <b>\$ 637,990</b>   | <b>\$ 687,351</b>   | <b>\$ 713,992</b>   | <b>\$ 795,128</b>   | <b>11.4%</b> |

## Town of Wenham FY20 Preliminary Budget

|   | FY 2016<br>ACTUAL   | FY 2017<br>ACTUAL   | FY 2018<br>ACTUAL   | FY 2019<br>BUDGET    | FY20<br>SUBMITTED    | %<br>Change  |
|---|---------------------|---------------------|---------------------|----------------------|----------------------|--------------|
| <b>(240) PERMITTING</b>                                 |                     |                     |                     |                      |                      |              |
| (001) SALARIES & WAGES                                  | \$ 36,501           | \$ 58,217           | \$ 62,337           | \$ 138,952           | \$ 142,573           |              |
| (007) EXPENSES  | \$ 1,338            | \$ 5,478            | \$ 6,395            | \$ 15,000            | \$ 27,920            |              |
| (007) Capital   |                     |                     |                     | \$ 3,000             |                      |              |
| <b>(240) PERMITTING Total</b>                           | <b>\$ 37,839</b>    | <b>\$ 63,695</b>    | <b>\$ 68,733</b>    | <b>\$ 156,952</b>    | <b>\$ 170,493</b>    | <b>8.6%</b>  |
| <b>(294) TREE WARDEN</b>                                |                     |                     |                     |                      |                      |              |
| (001) SALARIES & WAGES                                  | \$ 1,569            | \$ 1,595            | \$ 1,627            | \$ 1,660             | \$ 2,693             |              |
| (002) CONTRACT SERVICES                                 |                     | \$ -                | \$ -                | \$ -                 |                      |              |
| (007) EXPENSES  | \$ 30,231           | \$ 26,953           | \$ 32,149           | \$ 25,800            | \$ 35,800            |              |
| (007) EXPENSES - TREE REPLACEMENT                       |                     |                     | \$ -                |                      |                      |              |
| <b>(294) TREE WARDEN Total</b>                          | <b>\$ 31,800</b>    | <b>\$ 28,548</b>    | <b>\$ 33,776</b>    | <b>\$ 27,460</b>     | <b>\$ 38,493</b>     | <b>40.2%</b> |
| <b>(310) REGIONAL SCHOOL</b>                            |                     |                     |                     |                      |                      |              |
| (002) CONTRACT SERVICES                                 | \$ 7,733,548        | \$ 8,433,233        | \$ 8,870,590        | \$ 9,708,859         | \$ 10,287,682        |              |
| (009) DEBT - CUTLER ROOF-DEBT EXCL                      | \$ 39,802           | \$ -                | \$ 46,265           | \$ 45,451            | \$ 77,873            |              |
| (009) DEBT - '97 MIDDLE SCHOOL-DEBT EXCL                | \$ 237,053          | \$ 245,696          | \$ 248,192          | \$ 247,816           |                      |              |
| (009) DEBT - BUKER & WINTHROP BOILER-DEBT EXCL          |                     | \$ 50,262           | \$ 42,129           | \$ 42,049            |                      |              |
| (009) Winthrop Sprinkler & HS Athletic Fields-DEBT EXCL |                     |                     |                     | \$ 8,838             |                      |              |
| (009) DEBT - '10 CUTLER HVAC                            |                     |                     |                     | \$ -                 |                      |              |
| <b>(310) REGIONAL SCHOOL Total</b>                      | <b>\$ 8,010,403</b> | <b>\$ 8,729,191</b> | <b>\$ 9,207,176</b> | <b>\$ 10,053,013</b> | <b>\$ 10,365,555</b> | <b>3.1%</b>  |
| <b>(320) VOC SCHOOL</b>                                 |                     |                     |                     |                      |                      |              |
| (002) CONTRACT SERVICES                                 | \$ 148,087          | \$ 167,676          | \$ 145,894          | \$ 143,217           | \$ 147,514           |              |
| (009) DEBT - NEW SCHOOL                                 | \$ -                | \$ -                | \$ 11,030           | \$ 16,829            | \$ 20,000            |              |
| <b>(320) VOC SCHOOL Total</b>                           | <b>\$ 148,087</b>   | <b>\$ 167,676</b>   | <b>\$ 156,924</b>   | <b>\$ 160,046</b>    | <b>\$ 167,514</b>    | <b>4.7%</b>  |
| <b>(422) HIGHWAY DEPARTMENT</b>                         |                     |                     |                     |                      |                      |              |
| (001) SALARIES & WAGES                                  | \$ 493,547          | \$ 505,442          | \$ 529,525          | \$ 551,413           | \$ 619,859           |              |
| (007) EXPENSES  | \$ 200,265          | \$ 210,431          | \$ 206,013          | \$ 219,304           | \$ 276,495           |              |
| (007) EXPENSES-TREE STUDY                               | \$ -                | \$ -                |                     |                      |                      |              |
| (007) EXPENSES-STREET MAINT                             |                     | \$ -                |                     | \$ -                 |                      |              |
| (007) EXPENSES-VEHICLE MAINT                            | \$ -                | \$ -                |                     | \$ -                 |                      |              |
| (007) EXPENSES-VEHICLE GAS & OIL                        | \$ -                | \$ -                |                     | \$ -                 |                      |              |
| (008) CAPITAL   | \$ -                | \$ 95,784           | \$ 83,020           | \$ 83,020            | \$ 208,020           |              |
| <b>(422) HIGHWAY DEPARTMENT Total</b>                   | <b>\$ 693,812</b>   | <b>\$ 811,657</b>   | <b>\$ 818,558</b>   | <b>\$ 853,737</b>    | <b>\$ 1,104,374</b>  | <b>29.4%</b> |

## Town of Wenham FY20 Preliminary Budget

|   | FY 2016<br>ACTUAL | FY 2017<br>ACTUAL | FY 2018<br>ACTUAL | FY 2019<br>BUDGET | FY20<br>SUBMITTED | %<br>Change  |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|--------------|
| <b>(423) SNOW &amp; ICE</b>                       |                   |                   |                   |                   |                   |              |
| (001) SALARIES & WAGES                            | \$ 21,940         | \$ 35,315         | \$ 33,045         | \$ 36,050         | \$ 36,050         |              |
| (007) EXPENSES                                    | \$ 71,098         | \$ 91,289         | \$ 88,461         | \$ 70,000         | \$ 70,000         |              |
| <b>(423) SNOW &amp; ICE Total</b>                 | <b>\$ 93,038</b>  | <b>\$ 126,604</b> | <b>\$ 121,506</b> | <b>\$ 106,050</b> | <b>\$ 106,050</b> | <b>0.0%</b>  |
| <b>(424) STREET LIGHTING</b>                      |                   |                   |                   |                   |                   |              |
| (007) EXPENSES-STREET LIGHTING                    | \$ 28,704         | \$ 1,134          | \$ 22,153         | \$ 18,000         | \$ 20,000         |              |
| <b>(424) STREET LIGHTING Total</b>                | <b>\$ 28,704</b>  | <b>\$ 1,134</b>   | <b>\$ 22,153</b>  | <b>\$ 18,000</b>  | <b>\$ 20,000</b>  | <b>11.1%</b> |
| <b>(433) REFUSE COLLECTION AND DISPOSAL</b>       |                   |                   |                   |                   |                   |              |
| (007) EXPENSES-REFUSE                             | \$ 233,659        | \$ 329,258        | \$ 381,431        | 386,000           | \$ 401,268        |              |
| <b>(433) REFUSE COLLECTION AND DISPOSAL Total</b> | <b>\$ 233,659</b> | <b>\$ 329,258</b> | <b>\$ 381,431</b> | <b>\$ 386,000</b> | <b>\$ 401,268</b> | <b>4.0%</b>  |
| <b>(491) CEMETERY</b>                             |                   |                   |                   |                   |                   |              |
| (001) SALARIES & WAGES                            | \$ 3,999          | \$ 2,882          | \$ 3,534          | \$ 3,122          | \$ 4,385          |              |
| (007) EXPENSES                                    | \$ 3,738          | \$ 4,904          | \$ 6,048          | \$ 6,600          | \$ 4,750          |              |
| (007) EXPENSES-MEMORIAL DAY                       |                   |                   | \$ -              |                   | \$ 4,362          |              |
| (008) CAPITAL                                     |                   |                   | \$ -              |                   |                   |              |
| <b>(491) CEMETERY Total</b>                       | <b>\$ 7,737</b>   | <b>\$ 7,786</b>   | <b>\$ 9,581</b>   | <b>\$ 9,722</b>   | <b>\$ 13,497</b>  | <b>38.8%</b> |
| <b>(510) HEALTH DEPARTMENT</b>                    |                   |                   |                   |                   |                   |              |
| (001) SALARIES & WAGES                            | \$ 6,255          | \$ 11,367         | \$ 12,141         | \$ 12,384         | \$ 15,550         |              |
| (002) CONTRACT SERVICES-HEALTH AGENT              | \$ -              | \$ -              |                   | \$ -              |                   |              |
| (002) CONTRACT SERVICES-HAZARD WASTE              |                   |                   |                   |                   |                   |              |
| (007) EXPENSES                                    | \$ 19,894         | \$ 18,271         | \$ 18,950         | \$ 20,643         | \$ 20,948         |              |
| <b>(510) HEALTH DEPARTMENT Total</b>              | <b>\$ 26,149</b>  | <b>\$ 29,638</b>  | <b>\$ 31,091</b>  | <b>\$ 33,027</b>  | <b>\$ 36,498</b>  | <b>10.5%</b> |
| <b>(541) COUNCIL ON AGING</b>                     |                   |                   |                   |                   |                   |              |
| (001) SALARIES & WAGES                            | \$ 69,464         | \$ 73,927         | \$ 79,516         | \$ 87,108         | \$ 98,941         |              |
| (001) SALARIES & WAGES-VAN                        |                   |                   |                   |                   |                   |              |
| (007) EXPENSES                                    | \$ 23,371         | \$ 27,892         | \$ 20,274         | \$ 20,274         | \$ 19,950         |              |
| (008) CAPITAL                                     |                   |                   |                   |                   | \$ 23,700         |              |
| <b>(541) COUNCIL ON AGING Total</b>               | <b>\$ 92,835</b>  | <b>\$ 101,819</b> | <b>\$ 99,790</b>  | <b>\$ 107,382</b> | <b>\$ 142,591</b> | <b>32.8%</b> |
| <b>(543) VETERANS' DEPARTMENT</b>                 |                   |                   |                   |                   |                   |              |
| (002) CONTRACT SERVICES                           | \$ 17,302         | \$ 18,513         | \$ 19,695         | \$ 21,420         | \$ 21,848         |              |
| (007) EXPENSES                                    | \$ -              | \$ -              | \$ -              | \$ 1,919          | \$ 1,938          |              |
| <b>(543) VETERANS' DEPARTMENT Total</b>           | <b>\$ 17,302</b>  | <b>\$ 18,513</b>  | <b>\$ 19,695</b>  | <b>\$ 23,339</b>  | <b>\$ 23,787</b>  | <b>1.9%</b>  |

# Town of Wenham FY20 Preliminary Budget

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

# Town of Wenham FY20 Preliminary Budget

|  | FY 2016<br>ACTUAL | FY 2017<br>ACTUAL | FY 2018<br>ACTUAL | FY 2019<br>BUDGET | FY20<br>SUBMITTED | %<br>Change   |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|---------------|
| <b>(710) DEBT</b>                                    |                   |                   |                   |                   |                   |               |
| DEBT-FIRE TRUCK                                      |                   | \$ -              | \$ -              | \$ -              |                   |               |
| DEBT -JT LIB CONSTN - <b>DEBT EXCL.</b>              | \$ 74,600         | \$ 60,000         | \$ 60,000         | \$ 50,000         | \$ 50,000         |               |
| DEBT -JT LIB LEASE PURCHASE - <b>DEBT EXCL.</b>      | \$ 13,600         | \$ 15,000         | \$ 15,000         | \$ 15,000         | \$ 15,000         |               |
| DEBT-TOWN HALL \$244K                                | \$ 9,100          | \$ 10,000         | \$ 10,000         | \$ 10,000         | \$ 10,000         |               |
| DEBT -TOWN HALL POLICE STATION- <b>DEBT EXCL.</b>    | \$ 232,500        | \$ 235,000        | \$ 210,000        | \$ 200,000        | \$ 195,000        |               |
| DEBT -QUINT FIRE TRUCK- <b>DEBT EXCL.</b>            | \$ 45,000         | \$ 45,000         |                   |                   |                   |               |
| DEBT-CULVERTS/DRAINS/ROADS- <b>DEBT EXCL.</b>        | \$ 39,000         | \$ 39,000         | \$ 40,000         | \$ 76,000         | \$ 76,000         |               |
| DEBT -ESCO   | \$ 24,000         | \$ 24,000         | \$ 24,000         | \$ 24,000         | \$ 24,000         |               |
| DEBT-HW TRACKLESS MACHINE- <b>DEBT EXCL.</b>         | \$ 25,000         |                   |                   |                   |                   |               |
| DEBT -'15 STATE HOUSE NOTE                           |                   | \$ 127,000        | \$ 120,000        | \$ 120,000        | \$ 115,000        |               |
| <b>(710) DEBT Total</b>                              | <b>\$ 462,800</b> | <b>\$ 555,000</b> | <b>\$ 479,000</b> | <b>\$ 495,000</b> | <b>\$ 485,000</b> | <b>-2.0%</b>  |
| <b>(751) DEBT INT</b>                                |                   |                   |                   |                   |                   |               |
| DEBT INT-FIRE TRUCK                                  |                   |                   |                   |                   |                   |               |
| DEBT INT-JT LIB CONSTN - <b>DEBT EXCL.</b>           | \$ 4,966          | \$ 3,800          | \$ 2,600          | \$ 1,500          | \$ 500            |               |
| DEBT INT-JT LIB LEASE PURCHASE- <b>DEBT EXCL.</b>    | \$ 1,291          | \$ 1,050          | \$ 750            | \$ 450            | \$ 150            |               |
| DEBT INT-TOWN HALL \$244K                            | \$ 861            | \$ 700            | \$ 500            | \$ 300            | \$ 100            |               |
| DEBT INT-TOWN HALL POLICE STATION- <b>DEBT EXCL.</b> | \$ 62,178         | \$ 54,075         | \$ 47,150         | \$ 43,050         | \$ 39,100         |               |
| DEBT INT-QUINT FIRE TRUCK- <b>DEBT EXCL.</b>         | \$ 2,869          | \$ 956            |                   |                   |                   |               |
| DEBT INT-CULVERTS/DRAINS/ROADS- <b>DEBT EXCL.</b>    | \$ 13,948         | \$ 13,119         | \$ 12,230         | \$ 10,830         | \$ 8,740          |               |
| DEBT INT-ESCO  | \$ 5,040          | \$ 4,530          | \$ 3,990          | \$ 3,420          | \$ 2,760          |               |
| DEBT INT-HW TRACKLESS MACHINE- <b>DEBT EXCL.</b>     | \$ 675            |                   |                   |                   |                   |               |
| DEBT INT-TEMP LOANS                                  |                   |                   |                   |                   |                   |               |
| DEBT INT-'15 STATE HOUSE NOTE                        |                   | \$ 21,862         | \$ 10,935         | \$ 7,695          | \$ 4,523          |               |
| <b>(751) DEBT INT Total</b>                          | <b>\$ 91,828</b>  | <b>\$ 100,092</b> | <b>\$ 78,155</b>  | <b>\$ 67,245</b>  | <b>\$ 55,873</b>  | <b>-16.9%</b> |
| <b>(911) RETIREMENT</b>                              |                   |                   |                   |                   |                   |               |
| (007) EXPENSES                                       | \$ 563,272        | \$ 589,102        | \$ 668,111        | \$ 728,457        | \$ 794,018        |               |
| (007) EXPENSES-FORMER EMPLOYEE PENSION               | \$ -              | \$ -              | \$ -              | \$ -              |                   |               |
| (007) ECO RETIREMENT                                 | \$ -              | \$ 19,822         | \$ 20,163         | \$ 20,717         | \$ 22,271         |               |
| <b>(911) RETIREMENT Total</b>                        | <b>\$ 563,272</b> | <b>\$ 608,924</b> | <b>\$ 688,274</b> | <b>\$ 749,174</b> | <b>\$ 816,289</b> | <b>9.0%</b>   |
| <b>(914) EMPLOYEE BENEFITS</b>                       |                   |                   |                   |                   |                   |               |
| (007) EXPENSES - GROUP INSURANCE                     | \$ 571,488        | \$ 545,425        | \$ 617,631        | \$ 638,415        | \$ 792,169        |               |
| (001) SALARIES & WAGES                               | \$ 4,665          | \$ 576            | \$ -              | \$ 7,000          |                   |               |
| (007) EXPENSES-COMPENSATED ABSENCES                  |                   |                   |                   |                   | \$ 22,400         |               |
| <b>(914) INSURANCE GROUP Total</b>                   | <b>\$ 576,153</b> | <b>\$ 546,001</b> | <b>\$ 617,631</b> | <b>\$ 645,415</b> | <b>\$ 814,569</b> | <b>26.2%</b>  |

# Town of Wenham FY20 Preliminary Budget

|   | FY 2016<br>ACTUAL    | FY 2017<br>ACTUAL    | FY 2018<br>ACTUAL    | FY 2019<br>BUDGET    | FY20<br>SUBMITTED    | %<br>Change   |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|---------------|
| <b>(916) FICA / MEDICARE</b>                |                      |                      |                      |                      |                      |               |
| (007) EXPENSES-FICA MEDICARE                | \$ 49,290            | \$ 53,503            | \$ 58,286            | \$ 57,856            | \$ 59,013            |               |
| <b>(916) FICA / MEDICARE Total</b>          | <u>\$ 49,290</u>     | <u>\$ 53,503</u>     | <u>\$ 56,721</u>     | <u>\$ 57,856</u>     | <u>\$ 59,013</u>     | <u>2.0%</u>   |
| <b>(945) GENERAL INSURANCE</b>              |                      |                      |                      |                      |                      |               |
| (007) EXPENSES                              | \$ 116,812           | \$ 116,924           | \$ 122,540           | \$ 127,308           | \$ 135,000           |               |
| <b>(945) GENERAL INSURANCE Total</b>        | <u>\$ 116,812</u>    | <u>\$ 116,924</u>    | <u>\$ 122,540</u>    | <u>\$ 127,308</u>    | <u>\$ 135,000</u>    | <u>6.0%</u>   |
| <b>(990) INTERFUND TRANSFERS OUT (OPEB)</b> |                      |                      |                      |                      |                      |               |
| (010) OTHER FINANCING USES                  | \$ 20,000            | \$ 20,000            | \$ -                 | \$ 40,000            | \$ 50,000            |               |
| <b>(990) INTERFUND TRANSFERS OUT Total</b>  | <u>\$ 20,000</u>     | <u>\$ 20,000</u>     |                      | <u>\$ 40,000</u>     | <u>\$ 50,000</u>     | <u>25.0%</u>  |
| <b>TOTAL GENERAL FUND</b>                   | <u>\$ 15,150,419</u> | <u>\$ 16,553,650</u> | <u>\$ 17,275,883</u> | <u>\$ 18,575,965</u> | <u>\$ 19,819,080</u> | <u>6.7%</u>   |
| <b>(029) WATER FUND</b>                     |                      |                      |                      |                      |                      |               |
| <b>(450) WATER DEPARTMENT</b>               |                      |                      |                      |                      |                      |               |
| (001) SALARIES & WAGES                      | \$ 156,415           | \$ 162,848           | \$ 166,489           | \$ 174,048           | \$ 179,549           |               |
| (002) CONTRACT SERVICES                     |                      | \$ -                 |                      | \$ -                 |                      |               |
| (007) EXPENSES                              | \$ 132,382           | \$ 130,026           | \$ 136,234           | \$ 136,458           | \$ 137,958           |               |
| (008) CAPITAL OUTLAY                        | \$ -                 | \$ 29,034            | \$ 4,631             | \$ 94,632            | \$ 39,632            |               |
| (009) DEBT SERVICE -WAT TOWER CONSTRUCTION  | \$ 82,400            | \$ 80,000            | \$ 75,000            | \$ 75,000            | \$ 75,000            |               |
| (009) DEBT SERVICE -WAT TOWER PAINTING      | \$ 37,000            | \$ 37,000            | \$ 36,000            |                      |                      |               |
| (009) DEBT INT -WAT TOWER CONSTRUCTION      | \$ 6,784             | \$ 5,400             | \$ 2,250             | \$ 2,250             | \$ 750               |               |
| (009) DEBT INT -WAT TOWER PAINTING          | \$ 2,013             | \$ 1,226             | \$ 405               |                      |                      |               |
| (008) ART-PLEASANT ST PUMP                  |                      |                      |                      |                      |                      |               |
| <b>(450) WATER DEPARTMENT Total</b>         | <u>\$ 416,994</u>    | <u>\$ 445,533</u>    | <u>\$ 421,008</u>    | <u>\$ 482,388</u>    | <u>\$ 432,889</u>    | <u>-10.3%</u> |
| (990) INTERFUND TRANSFERS OUT               |                      |                      |                      |                      |                      |               |
| (010) OTHER FINANCING USES                  | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                 |               |
| <b>(990) INTERFUND TRANSFERS OUT Total</b>  | <u>\$ -</u>          | <u>\$ -</u>          | <u>\$ -</u>          | <u>\$ -</u>          | <u>\$ -</u>          | <u>-10.3%</u> |
| <b>(060) WATER FUND Total</b>               | <u>\$ 416,994</u>    | <u>\$ 445,533</u>    | <u>\$ 421,008</u>    | <u>\$ 482,388</u>    | <u>\$ 432,889</u>    | <u>-10.3%</u> |
| <b>Grand Total</b>                          | <u>\$ 15,567,412</u> | <u>\$ 16,999,183</u> | <u>\$ 17,696,891</u> | <u>\$ 19,058,353</u> | <u>\$ 20,251,969</u> |               |

## Town of Wenham FY20 Preliminary Budget

|                                      | FY 2016<br>ACTUAL    | FY 2017<br>ACTUAL    | FY 2018<br>ACTUAL    | FY 2019<br>BUDGET    | FY20<br>SUBMITTED    | %<br>Change |
|--------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-------------|
| General Government                   | \$ 1,047,004         | \$ 1,163,270         | \$ 1,164,254         | \$ 1,272,307         | \$ 1,401,010         |             |
| Public Safety                        | \$ 1,988,485         | \$ 2,123,117         | \$ 2,227,194         | \$ 2,332,846         | \$ 2,549,069         |             |
| Education                            | \$ 8,158,490         | \$ 8,896,867         | \$ 9,364,100         | \$ 10,213,059        | \$ 10,533,069        |             |
| Public Works                         | \$ 1,056,950         | \$ 1,276,439         | \$ 1,353,230         | \$ 1,373,509         | \$ 1,645,189         |             |
| Water                                | \$ 416,994           | \$ 445,533           | \$ 421,008           | \$ 482,388           | \$ 432,889           |             |
| Health & Human Services              | \$ 136,286           | \$ 149,970           | \$ 150,576           | \$ 163,748           | \$ 202,876           |             |
| Culture & Recreation                 | \$ 883,049           | \$ 943,543           | \$ 974,208           | \$ 1,038,499         | \$ 1,072,124         |             |
| Debt Service                         | \$ 554,628           | \$ 655,092           | \$ 557,155           | \$ 562,245           | \$ 540,873           |             |
| Other                                | \$ 1,325,527         | \$ 1,345,352         | \$ 1,485,166         | \$ 1,619,753         | \$ 1,874,871         |             |
| <b>Total</b>                         | <b>\$ 15,567,412</b> | <b>\$ 16,999,183</b> | <b>\$ 17,696,891</b> | <b>\$ 19,058,353</b> | <b>\$ 20,251,969</b> | <b>6.3%</b> |
|                                      |                      | \$ -                 |                      |                      |                      |             |
| <b>TOTAL REVENUE &amp; FREE CASH</b> | <b>\$ 17,200,612</b> | <b>\$ 17,649,894</b> | <b>\$ 18,085,368</b> | <b>\$ 18,672,060</b> | <b>\$ 19,810,690</b> | <b>6.1%</b> |
| <b>AVAILABLE BALANCE PER BUDGET</b>  | <b>\$ 1,633,200</b>  | <b>\$ 650,711</b>    | <b>\$ 388,476</b>    | <b>\$ (386,294)</b>  | <b>\$ (441,279)</b>  |             |





# WENHAM BUDGET FORECAST

## PRELIMINARY FY20 BUDGET

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Peter Lombardi, Town Administrator

Town of Wenham, Massachusetts

December 4, 2018

# Overview of FY19 Budget

- Level services budget built using 2% COLA, contractual step increases, and 2% merit for non-union employees (max)
- Assumed static new growth (\$100k) and modest increase in local receipts (\$203k total - \$91k for shared inspectional service revenues from Hamilton, \$35k for new Fire-based EMS program revenues, and \$77k in Misc other) and the continued reliance on \$750k in Free Cash
- \$255,500 in capital and other one-time needs funded outside of operating budget using Free Cash and other one-time revenue sources
- HWRSD net operating budget increased by 6.9%, but Wenham assessment increased by 9.2% due to continued student enrollment shift
- No excess levy capacity - \$331,294 in additional capacity approved by Town Meeting and by ballot vote for HWRSD Operating Override
- Tax rate increased from \$18.79/1000 to an estimated \$19.80 (including additional \$.42/1000 for HWRSD Operating Override)

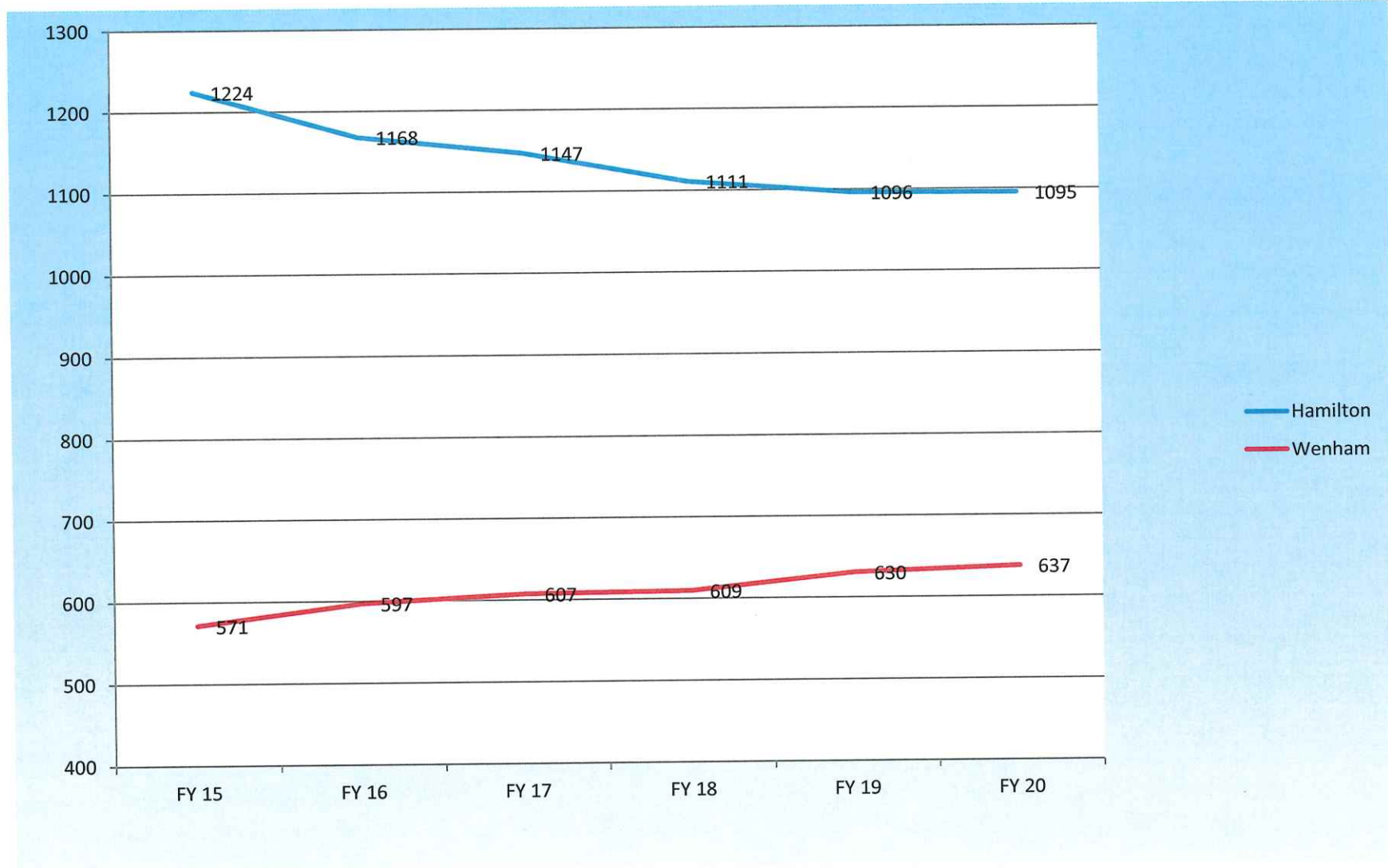
## FY20 Budget Drivers: Major Expense Increases

|                          |        |
|--------------------------|--------|
| • Personnel              | 2-4%*  |
| • Pension                | \$66k  |
| • Health Insurance       | \$170k |
| • Stormwater Compliance  | \$50k  |
| • CIP (Capital Needs)    | \$238k |
| • HWRSD Enrollment Shift | \$165k |
| • Reduction in HWRSD E&D | \$125k |
| • HWRSD Operating (3%)   | \$292k |

\* Varies by department but includes 2% COLA as a placeholder pending union contract negotiations (all 3 expiring in FY19)

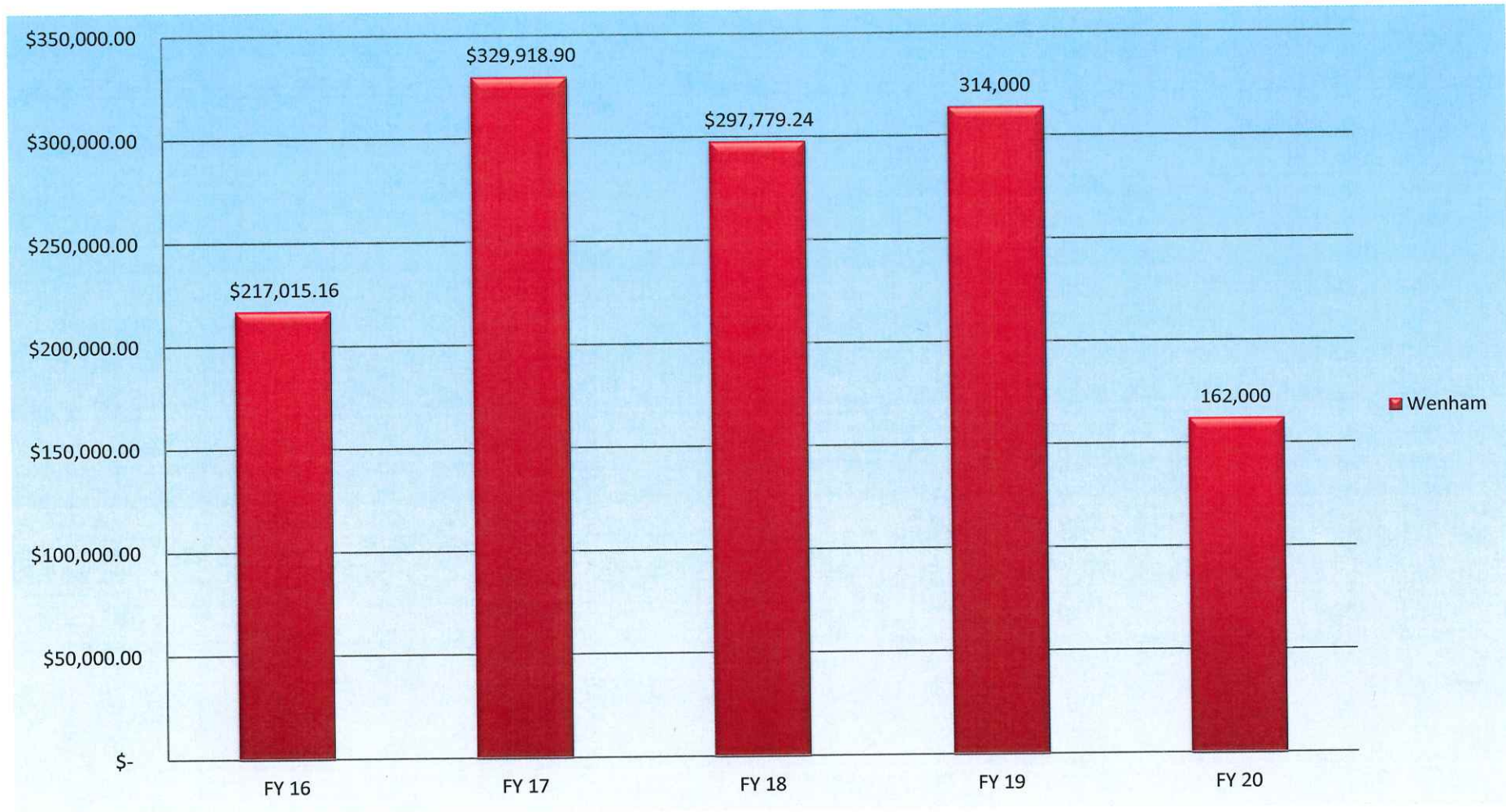
# HWRSD Enrollment Trends

Student Enrollment





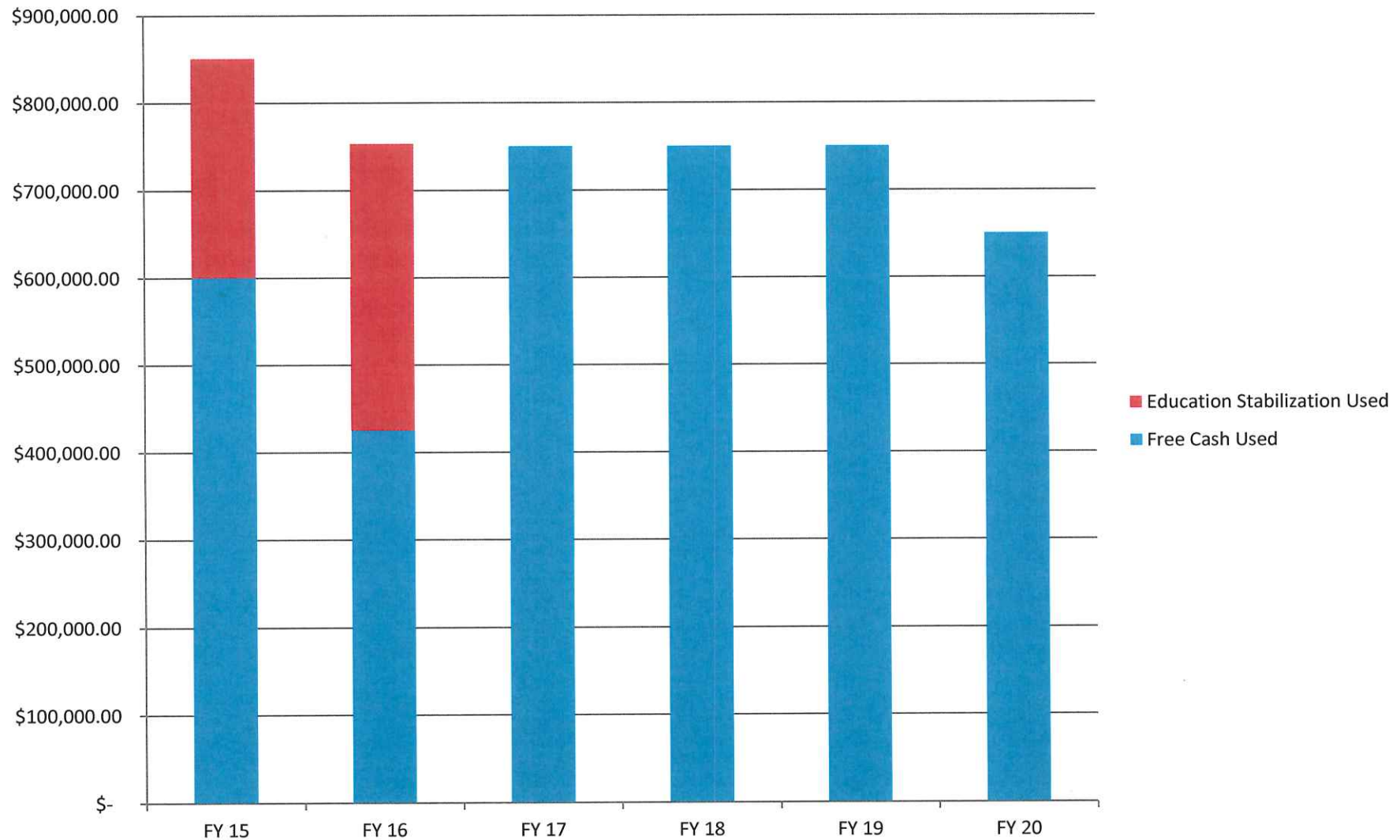
# Additional Budget Impact due to Enrollment Shift



## FY20 Budget Forecast: Revenue Assumptions

- Increase in new growth to \$200k based on FYs17-18 actuals and several major ongoing residential construction projects
- 5.9% increase in local receipts (\$145k total) based on FY18 actuals and including increase in EMS revenues by \$65k from \$35k to \$100k
- Net state aid projected to increase by \$73k assuming reduction in cherry sheet assessment for regional dispatch (State 911 to cover full cost starting in FY20)
- Reduction in reliance on Free Cash by \$50k from \$750k to \$700k
- Net increase of \$857k in total tax levy growth, above and beyond extra \$331k added in FY19 to support HWRSD operating override
- Allowance for abatements increased by \$40k to \$175k assuming modifications to senior circuit tax exemption program are approved at the ballot in Spring 2019 and based on 5-year revaluation cycle in FY19

# Use of Free Cash and Excess & Deficiency





## FY20 Budget Forecast Implications

- Annual estimated revenue (not including one-time funds) totaled \$19,008,597
- Projected FY20 appropriations were \$19,813,135
- FY20 structural deficit of ~\$800k
- Applying \$650k in Free Cash, FY20 projected budget deficit was ~\$150k
- Projected deficit has increased based on initial FY20 departmental requests



# Expenditure Projection

|                         | FY 2016 ACTUAL       | FY 2017 ACTUAL       | FY 2018 ACTUAL       | FY 2019 BUDGET       | FY 2020 PROJECTED    | 16/20 \$ CHANGE     | % CHANGE 16/20 |
|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|---------------------|----------------|
| General Government      | \$ 1,047,004         | \$ 1,163,270         | \$ 1,164,254         | \$ 1,272,307         | \$ 1,323,135         | \$ 276,131          | 26.37%         |
| Public Safety           | \$ 1,988,485         | \$ 2,123,117         | \$ 2,227,194         | \$ 2,332,846         | \$ 2,394,082         | \$ 405,597          | 20.40%         |
| Education               | \$ 8,158,490         | \$ 8,896,867         | \$ 9,364,100         | \$ 10,213,059        | \$ 10,533,069        | \$ 2,374,579        | 29.11%         |
| Public Works            | \$ 1,056,950         | \$ 1,276,439         | \$ 1,353,230         | \$ 1,373,509         | \$ 1,414,637         | \$ 357,687          | 33.84%         |
| Water                   | \$ 416,994           | \$ 445,533           | \$ 421,008           | \$ 482,388           | \$ 433,156           | \$ 16,162           | 3.88%          |
| Health & Human Services | \$ 136,286           | \$ 149,970           | \$ 150,576           | \$ 163,748           | \$ 167,901           | \$ 31,615           | 23.20%         |
| Culture & Recreation    | \$ 883,049           | \$ 943,543           | \$ 974,208           | \$ 1,038,499         | \$ 1,059,748         | \$ 176,699          | 20.01%         |
| Debt Service            | \$ 554,628           | \$ 655,092           | \$ 557,155           | \$ 562,245           | \$ 540,873           | \$ (13,756)         | -2.48%         |
| Other                   | \$ 1,325,527         | \$ 1,345,352         | \$ 1,485,166         | \$ 1,619,753         | \$ 1,946,533         | \$ 621,006          | 46.85%         |
| <b>Total</b>            | <b>\$ 15,567,412</b> | <b>\$ 16,999,183</b> | <b>\$ 17,696,891</b> | <b>\$ 19,058,353</b> | <b>\$ 19,813,134</b> | <b>\$ 4,245,721</b> | <b>27.27%</b>  |

|   |        |
|---|--------|
| Town Operating Budget Increase FY16-20        | 25.26% |
| HWRSD Operating Budget Increase FY16-20       | 31.49% |
| Education Assessment Increase FY16-20         | 29.11% |
| Wenham Student Enrollment Increase FY 16-20   | 6.70%  |
| Hamilton Student Enrollment Decrease FY 16-20 | -6.25% |

## Challenges to Delivering Balanced Budget

- FY18 Free Cash certified at \$982k
  - About \$250k less than FY17 and almost \$400k less than FY16
  - Result of continuous pressure to try to keep within levy limit
  - Reduction in reliance as a funding source for operating budget and cannot be used to cover any capital needs
  - Only \$282k remaining balance once \$700k applied to build FY20 budget means even less Free Cash expected for FY21 given starting position
- Health insurance premiums projected to increase by 8%
  - One-time savings from opting out of GIC realized in FY19
  - Increase in number of employees enrolled in Town's plan in FY19 (\$15-20k/pp cost)
  - Any plan design changes would have to be negotiated with unions

## FY20 Budget Building Process

- Returned to our standard process/schedule and asked Department Heads to again prepare level services budget (maintaining staffing levels and avoiding any increases), but requested input on need for targeted increases as long as they included compelling data/rationale
- Independent of HWRSD budget status, BOS to consider initial FY20 Departmental requests over the next month and has a series of policy decisions to make relative to proposed value added services and Town's ability to fund priority capital needs
- Once FY20 HWRSD budget request levels are established later this month and if an operating override appears likely, BOS will need to determine next steps relative to preliminary Town budget requests and approach to structuring levy limit budget

# BOARD OF SELECTMEN MEETING

*December 11, 2018*

## **NEW BUSINESS**

### **E.**

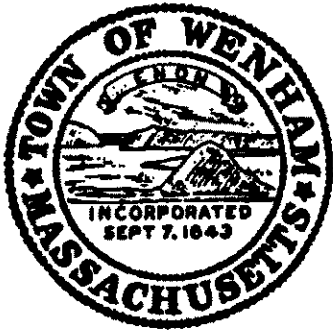
## **Review of Options to Address Resident/School Tennis Court Needs**

*(10 minutes)*

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

**JW**





# 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: Pingree Park Tennis Court Facility Evaluation  
DATE: April 26, 2018

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The four tennis courts at Pingree Park are open to the public but are primarily used by the High School tennis team. Earlier this month, the School District declared these courts unplayable based on the current surface conditions. While the Athletic Director had brought up the overall quality of the courts with our Recreation Director the past few years, there was never any mention that they could potentially be deemed unsafe and shut down for the season prior to this determination.

As you know, the Recreation Department recently engaged Gale Associates to evaluate the court conditions at Pingree and provide cost estimates for short-, medium-, and long-term solutions. Per their attached report, a short-term repair (lasting 3-5 years) is expected to cost \$82+k, medium-term (5-10 year) will cost \$137k, and long-term (20+ years) will cost \$233k. None of these estimates include installing new perimeter fencing (~\$50k), which should probably be done if we are going to move forward on either the medium- or long-term fix. Based on Gales attached addendum, we can expect additional soft costs for construction administration to total another \$10k for the more significant repairs. Accordingly, at this point, we are estimating it will cost \$200k for medium-term and \$300k for long-term fixes.

The Joint Rec Board discussed this issue at their April 23 meeting and agreed that the public demand for courts did not require all four courts at Pingree. Accordingly, they believe it is important to understand the School's needs and any plans they may have to construct tennis courts on school property (six new tennis courts were originally included in the proposed High/Middle School athletic complex project) before discussing next steps.

The Joint Recreation Agreement does not explicitly spell out who is responsible for capital costs of recreation projects in either town, but the precedent is for the Recreation Department to contribute some nominal amount (~\$5k), with the Town where the amenity is located responsible for the remaining project costs (via private fundraising, CPA, town funds, etc). In 2013, the Recreation Department spent \$2k to address the worst parts of these courts; the Schools contributed \$1500 and another \$500 was received in private donations for that work. In total, the Recreation Dept has spent almost \$6k over the past 5 years on surface and fencing repairs to the Pingree Park courts. In addition, they spent \$9500 in 2015 to repair/repaint the tennis courts at Patton Park which are also used by the

High School tennis team. The Schools did not contribute any funding for the Patton courts work. It should be noted that the Schools are not charged any fees for use of the courts at Patton or Pingree.

Both towns have invested significant amounts of money into revitalizing our recreational infrastructure over the past several years - \$2M for the new pool, \$145k for new playground equipment at Pingree Park, and \$250k for new playground equipment at Patton Park (including new safety surfacing, fencing, walkways, tables, etc). These projects have been funded through a combination of town funds, private fundraising, and CPA funds. Over this same period, new playgrounds at the Winthrop and Buker Schools have both also received sizable CPA funding commitments from both towns. It is unclear whether there would be support to rely upon these same funding sources for capital investment in another recreational amenity. In addition, since much of the need for these courts is for the High School tennis team, once we have a better sense of the School's plans, we can then discuss the extent of the financial contribution that they would be willing and/or able to make based on the repair option that makes the most sense.

In terms of timing, neither the Town nor the School has any funding capacity in our FY19 budgets to do any of this work. Accordingly, the earliest that any significant repairs could be made to these courts would be Summer 2019 - after the FY20 budget process is complete.

# Pingree Park Tennis Court Inspection and Report

May 1<sup>st</sup>, 2018

# Background Information



- Minimum 30 years old (1988)
- 4 asphalt tennis courts in total; court batteries of 2
- 10 foot chain link fence around the perimeter as well as separating the two batteries



# Current Conditions

Multiple Areas of Structural and Surface Cracking (1/2" – 4")



# Current Conditions

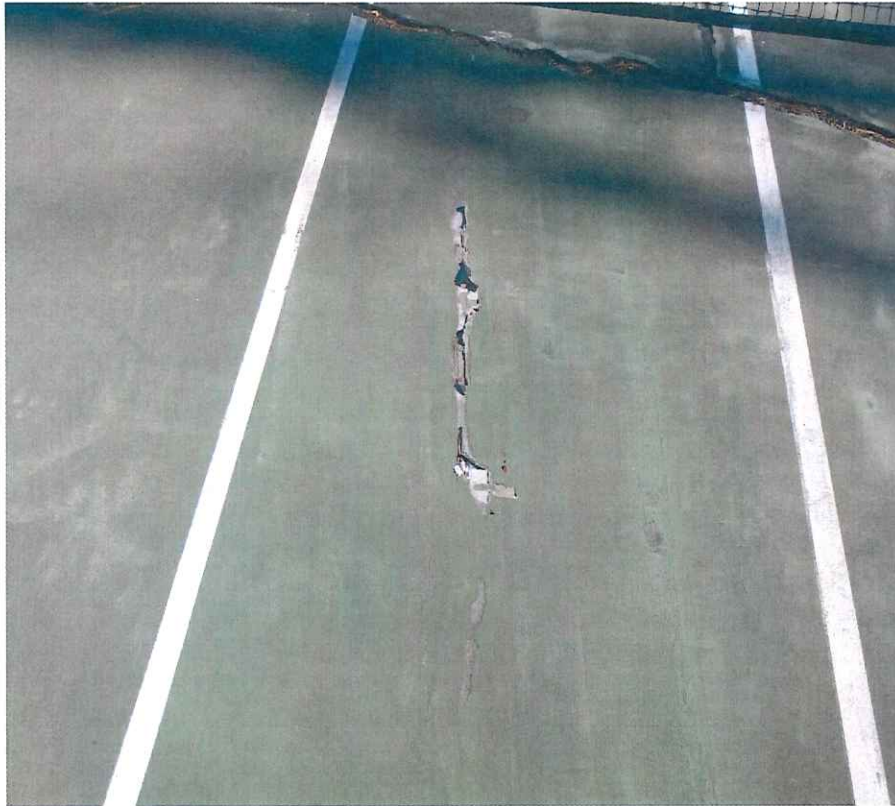
Tennis Net Posts Heaving





# Current Conditions

New Pavement Cracking Continuing from Membrane Repair



# Repair Options

Short Term (3-5 years)

\$80+k

- Membrane repair on all existing structural cracks
- Reset all heaved tennis net posts
- Repair all pavement depressions
- Install acrylic court surfacing
- Apply all tennis court Marking





# Repair Options

Medium Term ( 8-10 years )

~\$200k

- Remove and replace fence between court batteries
- Mill existing pavement by 1.5 and repair cracks with asphalt slurry. Install paving overlay
- Repair all pavement depressions
- Install acrylic court surfacing
- Apply all tennis court markings
- Install new fencing



# Repair Options

(Long Term)

~\$300k

- Pulverize all existing concrete
- Shape, compact, and laser grade tennis court areas
- Install 3" of new asphalt base
- Install new acrylic surfacing
- Apply tennis court markings
- Install new fencing



# Moving Forward

- Discussion with HWRSD regarding tennis courts as part of their Athletic Master Plan
- Define community needs for tennis courts or alternative amenities for this site
- Identify potential funding sources
- Develop project scope, budget, and timeline
- Update Joint Recreation Agreement to clarify responsibilities of capital project planning and financial contributions



**Gale Associates, Inc.**

163 Libbey Parkway | Weymouth, MA 02189

P 781.335.6465 F 781.335.6467

[www.galeassociates.com](http://www.galeassociates.com)

April 10, 2018

Town of Wenham  
138 Main Street  
Wenham, MA 01984

Attn: Mr. Sean Timmons, Recreation Director  
T: (978) 468-2178  
E: [stimmons@hamiltonma.gov](mailto:stimmons@hamiltonma.gov)

Re: Proposal for Engineering Consulting Services  
Tennis Court Renovations  
Pingree Park  
Wenham, MA

Dear Mr. Timmons:

Gale Associates, Inc. (Gale) is pleased to present this proposal to provide Engineering Consulting Services to the Town of Wenham (Wenham) regarding the above-referenced project.

**PROJECT DESCRIPTION**

Gale conducted an evaluation of the existing tennis courts at Pingree Park on March 30, 2018. As indicated in our Evaluation Summary Report, dated April 6, 2018, the courts are aged and in poor condition with significant cracking. Complete reconstruction of the courts is recommended, as maintenance (crack, fill and seal) or overlayments will not provide longevity.

We have had the opportunity to review the project requirements and understand that the project will generally include the following:

- Reconstruction and surfacing of the four (4) existing tennis courts.
- Removal and reinstallation of the existing fencing.

The goal of the project is to assist Wenham with the planning, design, public bid and construction phase services for the reconstruction of four (4) tennis courts at Pingree Park. As part of the renovations, the tennis court pavement will be pulverized and re-used for base material. Existing fencing will be temporarily removed to facilitate the reconstruction, and reinstalled following completion of the courts.

Based on Gale's understanding of the project requirements, we propose the following Scope of Services:

**CELEBRATING 50 YEARS**





***Phase 1 – Background Evaluation and Survey***

- Attend a “start-up” meeting with Wenham to finalize the project goals, design criteria and project milestone schedule. Gale will prepare the meeting agenda and publish related meeting minutes.
- Review available construction plans and as-built information (to be provided by Wenham) for the project site as it relates to grading and drainage, utility locations (i.e., water, electric) within the general area of the tennis courts.
- Perform a topographic survey of the existing conditions, extending twenty-five feet (25') maximum beyond the anticipated project limits:
  - Prepare a plan depicting 1-foot contours and applicable spot grades, as well as existing site features.
  - Field locate site utilities, including rim and invert elevations, based on record information and observed above-ground appurtenances.
  - Provide an existing conditions base plan in AutoCAD. The resultant plan will not be stamped by a Professional Land Surveyor (PLS).
- Observe four (4) test pits within the project limits to gain an understanding of the prevailing soil classifications and groundwater elevations. We have predicated this proposal on Wenham providing a backhoe or excavator with an operator to dig and backfill the test pits outside of the court limits. Wenham will also notify DigSafe prior to the test pit excavation.

***Phase 2 – Design and Bid Services***

- Prepare site plans for the proposed tennis court project. The plan set is anticipated to include the following:
  - Cover Sheet
  - Notes Legend Abbreviations
  - Demolition and Erosion Control
  - Layout and Materials Plans
  - Grading and Drainage Plans
  - Miscellaneous Site Details
- Submit construction documents at 90% completion for Wenham review and comment. Documents will include the referenced plans and technical specifications.
- At the 90% stage of completion, Gale will provide a cost estimate with a quantity take-off estimate of the anticipated construction cost.



- Meet with Wenham one (1) time to review the 90% Submission prior to completion of contract documents suitable for public bid.
- For purposes of this proposal, it is assumed that permitting services will not be required for this project. Should permitting through the local municipal boards be required, Gale will assist Wenham on a time and expense basis.
- Following the receipt of Wenham's comments from the 90% Submission, we will complete revisions to the site design documents and finalize the documents suitable for MGL Chapter 30-39m competitive bidding. We will provide Wenham with a set of construction drawings stamped by a Registered Civil Engineer.
- Finalize the technical specifications for the project. Wenham will provide the non-technical "front-end" contract requirements for the preparation of the contract documents. If requested, Gale can assist with the development of the non-technical provisions, utilizing AIA 201 & Supplemental General Conditions utilized for other similar Massachusetts Municipalities. Wenham will be required to provide legal, accounting and insurance review.
- Based on Wenham's authorization to proceed with the bid phase, Gale will provide the following services:
  - Draft an Advertisement to Bid for Wenham to place in a local paper and provide an Invitation to Bid for placement in the Central Register and COMMBUYS.
  - Attend a pre-bid site visit for prospective bidders.
  - Respond to requests for clarification.
  - Issue addenda to the bid documents, if required.
  - Review the two (2) low bid submissions for completeness and responsiveness. Evaluate the bidders' performance on representative projects and provide Wenham with a summary of the bid review results.

***Phase 3 – Construction Phase Services***

- Receive and review contractor's shop drawings and submittals for acceptance or rejection prior to project start-up. Rejected submittals will be returned to the contractor for resubmittal. We recommend all submittals be received and reviewed by Gale prior to the pre-construction meeting and job start-up.
- Attend the pre-construction conference with the selected contractor and Wenham. We will prepare the related agenda and meeting minutes.
- Respond to requests for information (RFIs) and issue clarification sketches, if needed. We will review contractor requests for payment and assist with the preparation of change orders.



- Attend progress meetings, and develop and distribute related meeting minutes. We will observe the project's general compliance with the contract requirements and schedule. We have based our proposal and fee on attending a total of four (4) site meetings during an estimated construction duration of six (6) weeks.
- The final site meeting, listed above, will include a substantial completion punch list walk-through. Gale will produce a substantial completion punch list and distribute it to Wenham and the contractor.
- Gale will perform one (1) final completion site visit and will make recommendation to Wenham for release of final payment to the contractor.
- Assist Wenham with a review of contractor project close-out requirements, including warranties, guarantees, lien releases, etc.

#### **COMPENSATION**

- Gale's compensation will be invoiced as fixed fees, as follows:

| <b>Phase</b>                               | <b>Fee</b>         |
|--|--------------------|
| Phase 1 – Background Evaluation and Survey | \$ 5,470.00        |
| Phase 2 – Design and Bid Services          | \$12,580.00        |
| Phase 3 – Construction Period Services     | \$ 9,750.00        |
| <b>Total</b>                               | <b>\$27,800.00</b> |

- Gale's fees for the Scope of Services include miscellaneous reimbursable expenses, such as mailing, printing, etc., associated with the project.
- Gale's services will be performed in accordance with our General Terms and Conditions and Schedule of Fees, dated January 2018, attached.

#### **PROJECT PARAMETERS AND LIMITATIONS**

- Additional meetings, site visits or site meetings beyond those included above can be performed on a time and expense basis, following written authorization from Wenham.
- It is Gale's understanding that permitting for this project is not required. As such, permitting assistance has not been included in our Scope of Services.
- Non-record utilities may exist, which cannot be located, and may be encountered during construction. Gale's scope and fee do not include services to locate such utilities.





- Preliminary estimates of construction costs and detailed estimates of construction costs prepared by Gale represent Gale's judgment as a design professional familiar with the construction industry. It is recognized that Gale has no control over the cost of labor, materials or equipment, over the contractor's methods and means of construction, or any of the other variables involved in construction bidding. Accordingly, Gale does not warrant or represent that construction costs will not vary from the project budget or cost estimates.
- The review of shop drawings and materials submittals is not for the purpose of determining the accuracy and completeness of other information, such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. Gale's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Gale, of any construction means, methods, techniques, sequences or procedures. Gale's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- The correction of issues noted by Gale during this construction phase is the responsibility of the contractor, as is documentation of the correction. Gale bears no liability for further or additional observation of issues identified. Lists generated by Gale are not considered to be all inclusive and represent only those issues actually observed and noted by Gale personnel while on-site. Gale has been tasked to observe specific construction elements only, and the absence of notations with respect to any other construction elements neither creates any liability on Gale's part, nor alters the contractor's responsibility to complete all work in accordance with the contract documents.
- Gale's services do not include:
  - Property line and easement survey.
  - Testing of materials.
  - Permitting services.
  - Lighting design or electrical engineering.
  - Geotechnical investigation.
  - Construction as-built survey.
  - Stormwater Pollution Protection Plan (SWPPP) or EPA Construction General Permit.
  - Any other services not specifically noted within the Scope of Services.

#### **REQUIRED DOCUMENTS**

- If this proposal is acceptable, please sign below and return one (1) copy to this office. Please indicate the phase(s) authorized in the signature block. Gale will not proceed with additional phases without written authorization. Gale's receipt of an executed agreement will constitute a Notice to Proceed with services for the phase(s) authorized and contract for services.

Mr. Sean Timmons  
Town of Wenham  
Re: Pingree Park Tennis Court Renovations  
April 10, 2018  
Page 6



- Receipt of this signed proposal is required prior to Gale initiating services on the project.

Thank you for considering Gale to assist the Town of Wenham with this project. Should there be any questions, please feel free to contact the undersigned.

Best regards,  
GALE ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Kathleen D. Hervol".

Kathleen D. Hervol  
Project Manager

A handwritten signature in blue ink, appearing to read "Peter Spanos".

Peter Spanos, P.E.  
Sr. Project Engineer

KDH/cmh

Enclosures:

- General Terms and Conditions
- Schedule of Fees

Accepted for:

TOWN OF WENHAM

The Undersigned represents that he/she is an officer/principal of the Town of Wenham and is duly authorized to execute this contract on behalf of the Town of Wenham.

\_\_\_\_\_  
Phase(s) Authorized

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Date





**GALE ASSOCIATES, INC.**  
**163 Libbey Parkway**  
**Weymouth, Massachusetts 02189-0004**  
**781-335-6465**

## **GENERAL TERMS AND CONDITIONS**

**JANUARY 2018**

The following General Terms and Conditions are incorporated into and made part of the attached proposal dated April 10, 2018, between Gale Associates, Inc. (hereinafter referred to as "Gale") and the Town of Wenham (hereinafter referred to as "Client"), and together are referred to as the "Agreement."

### **Project Reference:**

Name: Tennis Court Renovations  
Location: Pingree Park, Wenham, MA  
Description: Engineering Consulting Services

### **On-Site Testing and Other Exploration**

To perform site/building evaluations and other explorations, Gale will engage a reputable contractor or contractors, experienced in this work. The contractor's invoice plus a 15% service charge will be added to Gale's fee. Alternatively, at Client's request, Gale can arrange for Client to enter into a contract with the contractor(s). In that event, invoices for these outside services will be sent to Client for direct payment to the contractor(s).

Gale is responsible for recommending a reputable contractor or contractors for this work but cannot undertake to guarantee or be responsible for their performance or the accuracy of their results.

### **Services of Others**

On occasion, Gale will engage the specialized services of individual consultants or other companies to participate in a project. The cost of such services plus a 15% service charge shall be invoiced to Client.

### **On-Site Services During Project Construction**

Should Gale's services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property, during the performance of the work and compliance with OSHA Regulations, and that these requirements shall apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by Gale personnel is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site. In addition, Gale shall have no authority and shall not be responsible for the means, methods, techniques, sequences or procedures, or safety precautions and programs relating to the construction of the project.

It is further understood that field services provided by Gale personnel shall not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

### **Right-of-Entry**

Unless otherwise agreed, Client will furnish right-of-entry onto the land and/or facility for Gale to make the planned surveys and other explorations. Gale will take reasonable precautions to minimize damage to the land and facilities for use of equipment, but Gale's fee does not include the cost for restoration of damage that may result from these operations. If Gale is required to restore the land or facility to its former condition, this will be accomplished, and the cost will be added to the fee.

### **Samples**

Unless Client advises Gale otherwise in writing, samples will be discarded 60 days after submission of our report. Upon request, Gale shall ship or deliver the samples, charges collect, or will store them for an agreed storage charge. The remains, if any, of samples subjected to destructive testing shall be discarded 60 days after testing.

### **Invoices**

Invoices will generally be submitted once per month for services performed during the previous month. Payment will be due within 30 days of invoice date. Interest will be added to accounts in arrears at the rate of 1-1/2% per month (18% per annum) or the maximum rate allowed by law, whichever is the lesser, of the outstanding balance. In the event Gale files suit, or engages the use of a "collection agency" to enforce overdue payments, Client will be responsible for all court costs, reasonable attorneys' fees, and collection fees.

Gale shall be entitled, without breach of Contract, to suspend or terminate, at its sole option, its obligations under the Agreement if any invoice is not paid within 30 days.

### **Ownership of Documents**

All reports, field data, notes, plans, specifications, calculations, and other documents of service, whether in hard copy or machine readable form, which Gale prepares as instruments of service, shall remain the property of Gale. Gale will retain all pertinent records relating to the services performed for a period of 7 years following submission of the work, during which period the records will be made available to Client at all reasonable times and for payment of costs by Client. Client agrees that all reports and other work furnished by Gale or other agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

It is understood and agreed that all documents prepared pursuant to this Agreement, whether in hard copy or machine-readable form, are intended for one-time project specific use. The Client may retain copies for information and reference in connection with the occupancy and use of the project. In the event of Client reuse of documents without engaging Gale, Client shall, to the fullest extent permitted by law, hold harmless and indemnify Gale for all claims and/or damages generated by said reuse.

Gale will retain hard copies of all documents provided in machine readable form. Because of the possibility that the information and data delivered in machine readable form may be altered or damaged, the hard copy shall be referred to as the original and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of machine readable documents provided by Gale from one system and/or format to another cannot be accomplished without risk of the introduction of inexactitudes, anomalies, and errors. In the event project documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith, and shall hold harmless and indemnify Gale from all claims, damages, and costs arising from or connected with such conversions.





#### Insurance

Gale is protected by Workers' Compensation Insurance, Professional Liability Insurance, and Standard Public Liability Insurance. Upon request, Gale will furnish information and Certificates of Insurance. Gale will not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such Insurance available at the time of claim and/or beyond the limitation of liability established in these General Terms and Conditions. Gale will not be responsible for any loss, damage, or liability arising from Client's acts, errors, and omissions and those of Client's staff, consultants, contractors, and agents, or from those of any person for whose conduct Gale is not legally responsible.

If either party to this agreement incurs damages arising out of the project that are covered by insurance, then the applicable party waives all claims against the other party to the extent such damages are covered by insurance. The Client shall require similar waivers from all other parties, including contractors, subcontractors, consultants, and other entities or individuals associated with the project.

#### Standard of Care

In accepting this Agreement for professional services, Client acknowledges the inherent risks associated with land and building evaluation and construction. In performing professional services, Gale will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

#### Limitation of Liability

For any damage or costs resulting from error, omission, or professional negligence in the performance of Gale's services, the liability of Gale to all claimants will be limited to an aggregate sum not to exceed \$50,000 or the fee for professional services actually received by Gale, whichever is lesser. It is specifically acknowledged that there are certain uninsurable risks involved in some services provided by Gale (i.e., hazardous waste and asbestos projects).

#### Limitation on Claims

The parties agree that causes of action that may accrue to Client pertaining to acts, failures to act, errors, omissions, or otherwise pertaining to the performance of this Agreement by Gale shall be deemed to have accrued and the applicable statute of limitations shall commence to run upon the date of Substantial Completion, issuance of Certificate of Occupancy, or final invoicing by Gale, whichever occurs first. The parties further agree that, regardless of the statute of limitations applicable where the work was performed, client must initiate suit no more than two years after such cause(s) of action accrue.

#### Claims and Dispute Resolution

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of Gale's services, Gale may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. Mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### Miscellaneous

A. Gale will only commence work on this project upon receipt from the Client of both the authorization to proceed, and the agreed upon retainer. This retainer will be applied to the final invoice for the project.

- B. The Agreement represents the entire and integrated Agreement between the Client and Gale and supersedes all prior negotiations, representations, or agreements, either written or oral, and may be amended only by written instrument signed by both the Client and Gale.
- C. Gale has the right to renegotiate the fee if the original scope of work is changed, or if services are not completed within 12 months.
- D. It is recognized that Gale has no control over the cost of labor, materials, or equipment for construction, over any contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Gale cannot, and does not, warrant or represent that bids or negotiated prices will not vary from any cost estimate or evaluation prepared by Gale.
- E. Should any representative of Gale be requested, required, ordered, or subpoenaed to give any testimony, either at trial, deposition, hearing, or otherwise, concerning services performed under this agreement, or concerning the subject matter of this retainer, then Client shall compensate Gale for all reimbursables and time incurred in connection with the preparation for and giving of such testimony at the rates prevalent at the time of the Service.
- F. In the event that any part of this Agreement or proposal shall be held invalid, such invalidity shall not invalidate the whole of this Agreement or proposal, and the remaining provisions thereof shall continue to be valid and binding.
- G. It is understood by the parties that the existing or constructed building may, as a result of its construction, use, maintenance, occupation, or otherwise, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage, and/or necessary remedial measures. If, during construction of the Project, Gale knowingly encounters any such substances, Gale shall notify the Client and, without liability for consequential or any other damages, suspend performance of services until the Client retains a qualified specialist to abate and/or remove mold substances. The Client agrees to release and waive all claims against Gale, its subconsultants and their officers, directors, and employees, arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of construction. Client further agrees to indemnify and hold Gale harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site, whether during or after completion of construction, except for those claims, liabilities, costs, or damages caused by the sole gross negligence and/or knowing or willful misconduct of Gale.

#### Termination

Gale may terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to Client. Gale shall have the right to terminate this Agreement with respect to the Project for cause if the Client commits a material breach of this Agreement and fails to cure such breach within 10 days. If circumstances arise which, in Gale's professional opinion, preclude it for professional or ethical reasons from continuing performance, Gale shall advise Client of the fact. The parties shall immediately enter into good faith efforts to arrive at a mutually satisfactory solution. If this cannot be done to the satisfaction of both parties, either party may terminate this Agreement with respect to the Project. The Notice of Termination shall specify which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than 10 calendar days after receipt of the Notice of Termination. Gale shall be paid for all services performed and charges incurred prior to termination.



**GALE ASSOCIATES, INC.**  
**163 Libbey Parkway**  
**Weymouth, Massachusetts 02189-0004**  
**781-335-6465**

#### **SCHEDULE OF FEES**

**JANUARY 2018**

Fees for services are based on the time worked on the project by staff personnel in accordance with the following schedule:

|   |          |
|---|----------|
| Principal                                   | \$230/hr |
| Senior Associate                            | \$215/hr |
| Associate                                   | \$200/hr |
| Sr. Project Manager/Sr. Structural Engineer | \$190/hr |
| Project Manager                             | \$175/hr |
| Sr. Engineer/Architect/Planner              | \$160/hr |
| Project Engineer/Designer/Planner/Architect | \$150/hr |
| Landscape Architect                         | \$140/hr |
| Sr. Staff Engineer/Designer                 | \$135/hr |
| Staff Engineer/Staff Designer               | \$125/hr |
| Sr. Technician/CAD Designer                 | \$125/hr |
| Technician/CAD Drafter                      | \$120/hr |
| Administrative Professional                 | \$110/hr |
| Clerk/Word Processor/Admin Assistant        | \$100/hr |

Fees for expert testimony at pre-trial conference, deposition, hearing, trial, or any other legal proceeding, including preparation time for any such testimony, will be billed at 1.5 times the hourly rate.

Fees for expedited services will be billed at 1.3 times the hourly rate.

Overtime will be charged for services for more than 8 hours per day, including travel, and all services on holidays, Saturdays, and Sundays. Overtime is charged at a rate of 1.5 times the regular hourly rate.

In the event onsite construction observation services are provided, the minimum charge for an onsite visit will be 4 hours.

This Schedule of Fees will be utilized for a period of six months from the date of submission unless otherwise provided in the Agreement and is subject to revisions at six-month intervals unless otherwise stipulated in the Agreement.

#### **Reimbursable Expenses**

Automobile expenses for personal or company vehicles will be charged at \$0.50 per mile, plus toll charges for travel from Gale's office to the project and return and for travel required in the conduct of work.

The following items of direct non-salary expenses shall be billed at Gale's cost plus 15%.

1. Transportation and living expenses incurred for out-of-town projects.
2. Long distance telephone calls, facsimiles, telegrams and cables.
3. Delivery charges for samples, field testing equipment, etc.
4. Laboratory equipment and instrumentation directly identifiable to the project and specifically noted in Gale's proposal.
5. Purchase of specialized equipment and rental of equipment from outside vendors.
6. Photographs for project records and reproduction of drawings and reports.
7. Computer services provided by outside vendors.
8. Drafting and word processing services and other labor provided by outside contract personnel.
9. Use of rental vehicles.
10. Contractor and sub-consultant services.





# **Pingree Park Evaluation of Tennis Courts Facility Wenham, MA**

**A p r i l 6 , 2 0 1 8**

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| Section 1.0 | Background and Objectives                        |
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| Section 3.0 | Summary and Recommendations                      |

### **Gale Associates, Inc.**

163 Libbey Parkway | P.O. Box 890189 | Weymouth MA 02189-0004  
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Gale JN 717770



## **PINGREE PARK EVALUATION OF TENNIS COURTS FACILITY WENHAM, MA**

### **SECTION 1.0 – BACKGROUND AND OBJECTIVES**

Gale Associates, Inc. (Gale) was engaged by the Hamilton-Wenham Recreation Department (HWRD) to perform an evaluation of a tennis court facility located at Pingree Park in Wenham, MA. The purpose of the evaluation was to:

- Evaluate the existing tennis court facility at Pingree Park, which is exhibiting signs of failure (i.e., cracking of the pavement, net and fence post heaving).
- Prepare a summary report, which is to include findings and conclusions.

The findings of this evaluation are to assist HWRD in determining the most advantageous strategy for redeveloping the tennis courts at Pingree Park.

### **SECTION 2.0 – REVIEW OF SITE CONSTRAINTS & VISUAL OBSERVATIONS**

On March 30, 2018, Gale met with a representative of HWRD at the tennis facility. We walked the site and completed visual observations of the prevailing site conditions. As part of our preliminary evaluation, Gale also reviewed the following:

- Aerial photography and GIS information of the project site.
- Photo documentation taken by Gale on March 30, 2018.

Pingree Park is bounded by Porter Street to the north, residential housing to the east, Main Street to the south, and residential housing to the west.

**Courts Layout.** The tennis court facility is comprised of four (4) bituminous concrete (asphalt) courts, laid out in court batteries of two (2), as shown in Figure 1 below. The courts are generally laid out in a north-to-south orientation, which is the preferred court orientation recommended by the United States Tennis Association (USTA) and the American Sports Builders Association (ASBA).

The tennis court facility is comprised of bituminous asphalt and was constructed over 30 years ago. There are no records of any additional asphalt overlays performed on the courts. Over the years, there has been minor maintenance improvements with the most recent being limited crack repairs approximately four years ago.



Figure 1: Aerial View of Tennis Courts Facility at Pingree Park.

**Fencing.** The courts are circumscribed by a ten foot (10') high, galvanized chain link fence. The fence posts are located approximately 6-inches outside of the limits of the courts asphalt edge and multiple post footings have heaved. Additional fencing is provided to separate the two batteries of courts. The existing fencing does not have any bottom rail to provide additional support and prevent fabric warping. Other than a small replaced fence section along the western edge of the courts, the majority fencing has corroded to the point where it is no longer galvanized. Please refer to Figure 2 below. In general, the existing fencing is in poor condition.



Figure 2: Images of existing fencing showing no bottom railing and sections with repaired fabric.



**Accessibility.** There are no ADA accessible walkways to provide access to the courts from the park's parking area to the south. The courts are accessed via grass/dirt paths leading from the parking area and from the park's ball fields. There are no formal spectator seating areas provided for the courts. However, there are minimal viewing areas in the form of wooden benches and picnic tables provided in the wooded area to the east of the courts.



Figure 3: Images of existing viewing area and access to the courts.

**Courts Drainage.** The courts appear to be crowned down the center line of each battery and from there slope in a diagonal direction, which is an acceptable method, per USTA and ASBA recommendations. However, the slopes are not consistent and vary from 1% to 0.1%, as observed using a smart level. Per ASBA recommendations, courts should be constructed at a constant slope of 0.83% throughout the playing areas in order to provide positive drainage and avoid ponding areas or "birdbaths" from developing.



Figure 4: Images of court major depression area and courts crowned down center of battery.

There were several major depressions and numerous minor "birdbaths" observed throughout both batteries of courts. Please refer to Figure 4 above. The tennis surfacing was stained within these "birdbath" areas, which is a result of standing water remaining for a prolonged period of time. It is uncertain whether these "birdbaths" resulted from paving operations or differential settling due to subbase failure.

There is no formal drainage (structures, swales, etc.) provided for the facility. The courts drain stormwater via sheet flow to the grassed areas outside the court perimeter.

**Utilities.** There were no signs of utilities (water and sewer structures, overhead utility poles, etc.) observed around the immediate area of the courts. The courts do not have athletic lighting or electric service. There is a free-standing drinking water fountain located near the viewing area east of the courts.

**Pavement Distresses.** Multiple areas of structural and surface cracking of the pavement, as well as areas of depressions of the pavement, were observed, both within the courts' playing line limits and within the courts' runout areas.



Figure 5: Images of pavement structural cracking along cold joint (crack widths 2" – 4").

As seen in Figure 5 above, multiple instances of pavement distress were observed that resulted in longitudinal cracking. Crack opening widths ranged between 1/2" to over 4". The cracking is most prevalent in the eastern side of both court batteries.

The cracks were observed to be forming in continuous lines, or at regular intervals, and appeared to be following the direction of the paving roller. Typically, this is a result of pavement joints not having a continuous bond between the pavement sections.



Figure 6: Images of pavement radial cracking along fence line (crack widths of over 4").





**Figure 7: Images of pavement radial cracking along net line (crack widths of 2" - 4"). Emulsified asphalt crack repairs have failed, and water intrusion resulted in post foundation heaves.**

As shown in Figures 6 and 7 above, the existing net post foundations were constructed with the top of the concrete post footings placed flush with the asphalt pavement. The foundations of the chain link fence posts separating the court batteries were also constructed in the same manner. Having surfaces with dissimilar material (e.g., concrete and asphalt) can result in radial cracks within the asphalt generated from the corners of the concrete foundations.

This is also not typical of industry standard, USTA and ASBA post foundations design which recommend that the top of the post foundations set below the court asphalt pavement in an effort to lessen the occurrence of radial crack formation.

Two crack repair methods were observed to have been used at the courts. The first method utilizes a fabric membrane placed over the crack as a "bridge" to conceal the crack underneath. New color is then applied over the membrane to try hide repaired area. According to HWRD, several repairs were made using this membrane repair method approximately four years ago. The membrane "bridge" is starting to fail and new cracking has continued along the pavement's plane of weakness. Please refer to Figure 8 below.



**Figure 8: Images of new pavement cracking continuing past limits of previous membrane repair system. Membrane repairs have started to fail.**

The second crack repair method observed utilized an emulsified asphalt mixture to “fill” the crack voids. Please refer to figure 9 below. This method is widely used in roadway and parking lot repairs in an effort to prevent water intrusion and retard pavement degradation. However, this method is not recommended for tennis courts as the repairs results in a raised surface that can affect players footing and ball bounce. The “black” repaired lines are also very noticeable and unappealing.



Figure 9: Images of new pavement cracking continuing past limits of previous emulsified asphalt repairs. Existing repairs have failed.

**Tennis Court Surfacing.** As can be seen in Figure 10 below, the existing tennis courts’ acrylic surfacing system is faded and discolored by staining of debris and organic material (leaf decomposition).



Figure 10: Images of court acrylic surface fading and staining.

### SECTION 3.0 – SUMMARY AND RECOMMENDATIONS

It should first be noted that, in general, as the asphalt pavement cures and loses volatiles, there is a corresponding loss of volume in the asphalt itself. As this loss of volume occurs, tensile stresses increase in the asphalt, which ultimately exceed the tensile strength of the asphalt itself.





This eventually results in full depth cracks in the vicinity of the planes of weakness. These planes of weakness can be along the line of fence and net posts, along asphalt cold joints between paver "pulls", and along irregularities in pavement thickness. Over time, the rate and extent of cracking accelerates and, with water intrusion into the sub-base, the asphalt is subject to more rapid deterioration. Asphalt courts, by their nature, will eventually start to crack as the asphalt ages over time.

The following are three court renovation options that provide short-term, medium-term and long-term repairs to the Pingree Tennis Court facility:

**Renovation Option 1: Limited Pavement Repairs of Existing Tennis Courts (Short-Term)**

- Remove the previous crack repair methods (emulsified asphalt, membrane systems, etc.) and clean and prepare area to receive new repair methods.
- Crack Repairs:
  - Rout cracks, then fill crack with court patch binder and buff smooth.
  - Apply membrane crack repair system per manufacturer's recommendations.
- Reset heaved net posts
- Pavement Depressions:
  - Minor "Birdbaths" - Less than  $\frac{1}{4}$ ", use court patch binder
  - Major - Greater than  $\frac{1}{4}$ ", Sawcut area and reconstruct pavement.
- Install new acrylic court surfacing, Plexipave System, as manufactured by California Sports Surfaces.
  - One coat acrylic resurfacer
  - Two coats color surface
- Apply tennis court markings.

**Preliminary Cost Estimate.** The following is the approximate costs for repairs methods as described above:

|  |                  |
|--|------------------|
| ○ Crack repairs (assume 3,000 lf)                    | \$ 40,000        |
| ○ Pavement repairs (depressions, resetting of posts) | \$ 5,000         |
| ○ New Acrylic Court Surfacing                        | \$ 20,000        |
| ○ Soft Costs   | \$ 7,000         |
| ○ Contingency  | <u>\$ 10,000</u> |
| <b>Total:</b>  | <b>\$ 82,000</b> |

The estimates include soft costs and a contingency. For planning purposes, it is safe to assume 10% of the total for soft costs and 15% for contingencies. This total estimate is an

approximation and more detailed construction cost estimates will be prepared with the detailed design of the repair methods.

It should be noted that, under Option 1, the existing courts surface will continue to experience cracking as the asphalt pavement ages. Given that the existing asphalt pavement is over 30-years old, the existing cracks will continue to grow and new cracks will appear at an accelerated rate.

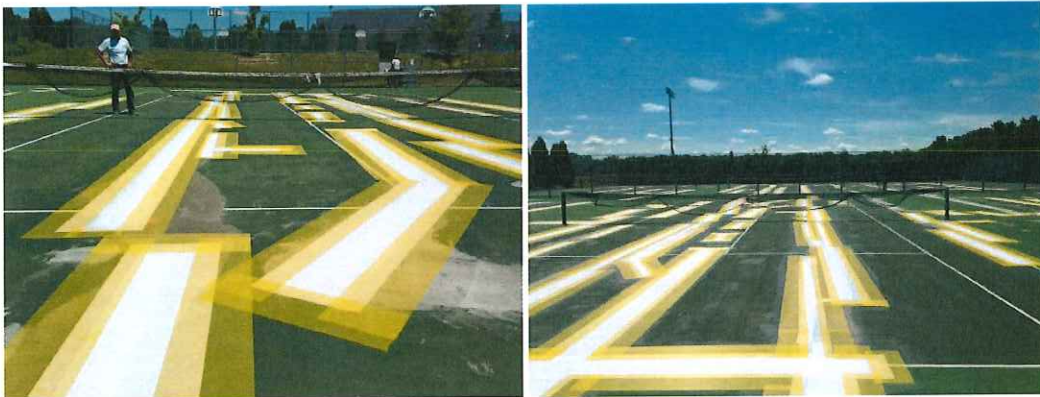


Figure 11: Images of crack repairs using membrane systems.

The membrane repair systems typically last between three (3) and five (5) years, and they do not prevent new cracks from forming and continuing along the same planes of weakness. Example of membrane repairs is shown in Figure 11 above. HWRD should plan and budget for continuing crack monitoring and additional crack repairs. Also, the new colors placed over any future repairs will never quite match with the existing surface colors and will stand out as “repair patches.”

#### **Option 2: Pavement Overlay of Existing Tennis Courts (Medium-Term Repair)**

- Remove existing chain link fence section (posts and fabric) in between the court batteries.
- Remove and replace net posts.
- Mill the existing pavement within the tennis courts by one and a half inches (1.5"). Milling should be performed per the MassDOT Standard Specifications for Construction and Materials, latest edition.
- After milling, inspect pavement surface and perform crack repairs by sealing the cracks with emulsified-asphalt slurry, as in accordance with MassDOT Standard Specifications for Construction and Materials, latest edition.



- Apply tack coat and prepare the milled surface to receive overlay. Tack coat shall be an asphalt cement (AC) tack coat, in accordance with MassDOT Standard Specifications for Construction and Materials, latest edition.
- Install a reinforced paving fabric over the milled surface. The paving fabric will help to bridge reflection cracks that could propagate to the surface, provide a moisture barrier, and provide a stress relieving membrane between existing pavement and new asphalt. The paving fabric shall be placed prior to the tack coat cooling.
- Install new chain link fence section between court batteries. (During this re-installation, HWRD may want to consider installing a bottom rail between the fence posts to potentially extend the service life of the chain link fence.)
- Install one and a half inches (1.5") of new HMA Superpave 9.5 mm surface course for the overlay in accordance with MassDOT Standard Specifications for Construction and Materials, latest edition.
- Allow the asphalt to cure for a minimum of twenty-one (21) days, prior to applying court surfacing.
- Install saw cut lines along the net post lines and in between each court to create control joints within the pavement, and mitigate the formation of cracks in other areas. The saw cuts shall be 1/2" in depth and 1/8" wide and shall be straight and true to line. Fill with urethane based sealant compatible with tennis surfacing.
- Install new acrylic court surfacing, Plexipave System, as manufactured by California Sports Surfaces.
- Apply tennis court markings.

**Preliminary Cost Estimate.** The following is the approximate costs for repairs methods as described above:

|  |                  |
|--|------------------|
| ○ Mill existing asphalt, crack repairs and fencing | \$ 20,000        |
| ○ Pavement overlay (incl. paving fabric)           | \$ 60,000        |
| ○ New Acrylic Court Surfacing                      | \$ 24,000        |
| ○ Soft Costs                                       | \$ 11,000        |
| ○ Contingency                                      | <u>\$ 21,000</u> |
| <b>Total:</b>                                      | <b>\$137,000</b> |

The estimates include soft costs and a contingency. For planning purposes, it is safe to assume 10% of the total for soft costs and 20% for contingencies. This total estimate is an approximation and more detailed construction cost estimates will be prepared with the detailed design of the repair methods. Example of pavement mill and overlay renovation is shown in Figure 12 below.





**Figure 12: Images of new pavement overlay.**

It should be noted that, under Option 2, the existing base layer will continue to experience cracking as the asphalt pavement ages. However, by implementing the tennis court rehabilitation methods for Option 2, it is estimated that the majority of reflective cracking would be delayed from propagating through the tennis surface for approximately five (5) years.

#### **Option 3: Complete Reconstruction of Tennis Courts (Long-Term Repair)**

- Remove existing chain link fence section (posts and fabric) in between the court batteries.
- Remove and replace net posts.
- Pulverize and reclaim full depth of existing asphalt pavement tennis courts. Reclaimed asphalt could be reused for stone subbase.
- Prepare reclaimed base, then shape, compact and laser grade tennis court areas.
- Install new chain link fence section between court batteries. (During this re-installation, HWRD may want to consider installing a bottom rail between the fence posts to potentially extend the service life of the chain link fence.)
- Install three inches (3") of new HMA Superpave 9.5 mm placed in accordance with MassDOT Standard Specifications for Construction and Materials, latest edition.
- Allow the asphalt to cure for a minimum of twenty-one (21) days, prior to applying court surfacing.
- Install saw cut lines along the net post lines and in between each court to create control joints within the pavement, and mitigate the formation of cracks in other areas. The

saw cuts shall be 1/2" in depth and 1/8" wide and shall be straight and true to line. Fill with urethane based sealant compatible with tennis surfacing.

- Install new acrylic court surfacing, Plexipave System, as manufactured by California Sports Surfaces.
- Apply tennis court markings.

**Preliminary Cost Estimate.** The following is the approximate costs for repairs methods as described above:

|  |                  |
|--|------------------|
| ○ Pulverize/reclaim existing asphalt         | \$ 25,000        |
| ○ Pavement (incl. new center fence and nets) | \$130,000        |
| ○ New Acrylic Court Surfacing                | \$ 24,000        |
| ○ Soft Costs                                 | \$ 18,000        |
| ○ Contingency                                | <u>\$ 36,000</u> |
| <b>Total:</b>                                | <b>\$233,000</b> |

The estimates include soft costs and a contingency. For planning purposes, it is safe to assume 10% of the total for soft costs and 20% for contingencies. This total estimate is an approximation and more detailed construction cost estimates will be prepared with the detailed design of the repair methods.



**Figure 13: Images of full depth pavement reconstruction.**

Option 3 will result in a brand-new tennis court paving section with of three inches (3") of asphalt, over a compacted aggregate base layer. Example of full depth pavement reconstruction is shown in Figure 13 above.

Based on the visual observations and Gale's experience in designing and evaluating numerous tennis facilities, it is our opinion that the surficial repair methods described under Option 1 cannot provide a long-term solution to the on-going pavement distress. Although the renovation method described under Option 2 is a practical option, it will also not provide a long-term solution.





It is Gale's recommendation that the tennis courts at the Pingree Park Tennis Facility be renovated by method described under Option 3. It should be noted that the existing perimeter fencing is proposed to remain under all three options. If HWRD chooses to replace the fencing, they should plan on an additional cost of approximately \$50,000.

Thank you for the opportunity to assist HWRD with this project. The information provided in this report is based on the visual observations and record maintenance information provided by HWRD. As such, there may be additional variations in the subsurface conditions that may be discovered during the court renovations. If you have additional questions or would like to discuss the next steps in renovating/repairing these courts, please contact our office.

G:\717770\01 Evaluation\report\Pingree Park\_Tennis\_eval.docx

**BOARD OF SELECTMEN MEETING**

*December 11, 2018*

**NEW BUSINESS**

**F.**

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

**CH**

# **BOARD OF SELECTMEN MEETING**

*December 11, 2018*

## **OLD BUSINESS**

### **G.**

#### **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

**CH**

# **BOARD OF SELECTMEN MEETING**

*December 11, 2018*

## **OLD BUSINESS**

### **G.**

#### **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

**CH**



# 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 Coppinger (KCoppinger@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 1<sup>st</sup> and end on the following June 30<sup>th</sup>.

#### **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 expect 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 1<sup>st</sup> and end on the following June 30<sup>th</sup>.

#### 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 Cousins 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 Coppingier (KCoppingier@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



120 Daniel Webster Highway  
Meredith, NH 03253  
www.mrigov.com



Telephone: (603) 279-0352  
Toll Free: (866) 501-0352  
all@mrigov.com

## **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

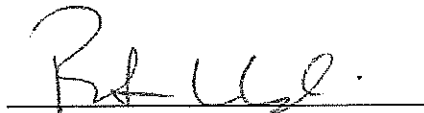
**V. TERM**

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: 6/23/18

**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**

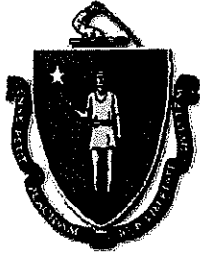
Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, upon 30 days written notice, to remove from the project any of its consultants whom it believes can no 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](http://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, 2<sup>nd</sup> 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 (ECRECC) 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: ARG  
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 30<sup>th</sup>. 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 |

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Joanne Marks, Recording Secretary

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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

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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

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**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](mailto:WRaynard@essexsheriffma.org)>  
**Sent:** Wednesday, June 27, 2018 11:31 AM  
**To:** William Raynard <[WRaynard@essexsheriffma.org](mailto: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  
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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 1<sup>st</sup> 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

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Joanne Marks, Recording Secretary

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Attested by Brendhan Zubricki, Chairman