Town of Wenham
BOARD OF SELECTMEN

AGENDA - AMENDED

Tuesday, July 9, 2019
5:45 PM
Wenham Town Hall – 138 Main Street
Notice of public meeting as required by M.G.L. Chpt.30A §18-25

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

5:45 P.M. **WELCOME:** Call to order

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

- Town Administrator Contract Negotiations

6:30 P.M. **PUBLIC INPUT:** ***ITEMS NOT ON THE AGENDA***

6:35 P.M. **ANNOUNCEMENTS** **JW**

1. Applications Available for 40 Hull Street Habitat of Humanity of the North Shore Project
2. Sign Up for our Fall 2019 Citizens Leadership Academy
3. Board and Committee Openings
   - Audit Committee – 1 Opening – One Year Term
   - Conservation Commission – 2 Openings – Three Year Terms
   - Council on Aging Board – 3 Openings – Three Year Terms
   - Hamilton-Wenham Community Access & Media – 1 Opening – Three Year Term
   - Hamilton-Wenham Cultural Council – 2 Openings – Three Year Terms
   - Iron Rail Commission – 1 Opening – Three Year Term
   - Wenham Issues of Social Service (WISSH) – 2 Openings – Three Year Terms
   - Zoning Board of Appeals – 2 Associate Member Openings – (1 One Year & 1 Two Year)

6:45 P.M. **REPORTS**

TOWN ADMINISTRATOR – Update
CHAIRMAN
SELECTMEN

6:45 P.M. **CONSENT AGENDA** **CH**

A. One Day Liquor License Request – Michael Ross, Ross Cadden Rehearsal Dinner Family Event at First Church in Wenham, Friday, July 26, 2019, 5:00pm – 10:00pm
B. Request to Use Wenham Streets from Neurofibromatosis Northeast for Coast to the Cure Bike Ride on Saturday, September 14, 2019
C. Minutes – Open Session: January 29, 2019; February 26, 2019; March 4, 2019; March 15, 2019; May 28, 2019
   Executive Session: February 12, 2019 #1; February 26, 2019 #1; February 26, 2019 #2; March 4, 2019 #1; March 4, 2019 #2

6:55 P.M. **NEW BUSINESS**

D. Appointments (10 minutes) JC
   Burial Agent: William E. Wildes
   Election Officers: Judith H. Bubriski, Joseph P. Cavanagh, Julie M. Clay, Karen M. D'Amour, Juliana F. Dodge, Laurie A. Erhard, Jr., Alice Fuller, Melanie A. Giacalone, Dorothy A. Goudie, Susan Herrick, Peter A. Hersee, Diana E. Lang, Mardi Lowery, Patricia M. Lucy, Donald F. Luxton, Joanne B. Maestranzi, Paul E. Mendonca, Patricia K. Purdy, Stephanie B. Quinn, Evelyn M. Simpson, Lauren M. Swartz, Thomas Tanous, Teresa A. Von Staats, Maureen Whitman, Roberta Wilson, William J. Wilson, III
E. Approval of Agreement between the Town of Wenham and Town Administrator (5 minutes) JW
F. Year End Appropriation Transfer Requests (10 minutes) CH
G. Update on Facilities Manager Position (5 minutes) JC
H. Review and Potential Approval of Fire Department Reorganization (15 minutes) JW
I. Approval of Agreement between the Town of Wenham and Jeff Baxter (10 minutes) JW
J. Review and Potential Approval of Roadway Restoration Services Contract JW
K. Review and Potential Approval of Community Preservation Agreement Grant Agreement between the Town of Wenham and Habitat for Humanity (5 minutes) CH
L. Review and Potential Approval of Community Preservation Agreement Grant Agreement between the Town of Wenham and The Community House (5 minutes) CH
M. Other matters, as may not have been reasonably anticipated by the Chair (Discussion Only) JW

8:00 P.M. **ANTICIPATED ADJOURNMENT**

Board of Selectmen Meeting Announcements – July 9, 2019

Jack Wilhelm

1. **Habitat for Humanity of the North Shore Hull Street Project Applications**

   Applications are now being accepted for two affordable units to be built on Hull Street. This is a Habitat for Humanity of the North Shore project, and there is a local preference on this project for a family who works, lives or attends school in Wenham. Applications may be downloaded at wenhamma.gov or picked up at the Town Clerk's Office here in Town Hall or at Habitat for Humanity North Shore in Danvers and are due by August 2nd.

2. **Fall 2019 Citizens Leadership Academy**

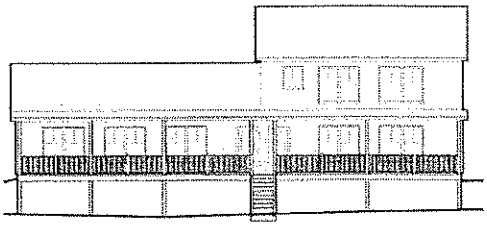
   Join us for the third Wenham Citizens Leadership Academy! The Academy offers the opportunity learn about department functions and services, meet Town staff and ask questions, tour facilities and learn new ways to get involved. Sessions will be held on Wednesdays this fall beginning September 18th and concluding December 4th from 6:30 pm - 8:00 pm. The Academy is free and open to all Wenham residents. Register on the Town website or in person at the Town Clerk's Office or the Permitting Office.

3. **Board & Committee Openings**

   Get involved by serving on a board or committee in Wenham. Residents may submit their letter of interest on the Town website or by emailing nroebuck@wenhamma.gov. Contact the Town Administrator's Office with any questions at 978-468-5520 ext. 2. The following openings are available:

   Audit Committee – 1 Opening – One Year Term
   Conservation Commission – 2 Openings – Three Year Terms
   Council on Aging Board – 3 Openings – Three Year Terms
   Hamilton-Wenham Community Access & Media – 1 Opening – Three Year Term
   Hamilton-Wenham Cultural Council – 2 Openings – Three Year Terms
   Iron Rail Commission – 1 Opening – Three Year Term
   Wenham Issues of Social Service (WISSH) – 2 Openings – Three Year Terms
   Zoning Board of Appeals – 2 Associate Member Openings – (1 One Year & 1 Two Year)

Habitat for Humanity® of the North Shore



Applications Available for Duplex Home In Wenham, Ma

Application Deadline : August 2, 2019

Two affordable units to be built on Hull Street: a two bedroom at $145,000 and a three bedroom at $150,000, estimated monthly payment $1,000. Home can be made handicap accessible. There is a local preference for a family who works, lives or attends school in Wenham.

Persons considering applying are strongly encouraged to attend one of two application informational meetings:

Thursday, June 27th at 10am or Thursday, June 27th at 7pm
Location : First Church Wenham, 1 Arbor Road, Wenham

Income Guidelines:

Household Size	Minimum Income 40% Area median	Maximum Income 60% area median
1	$ 33,200	$ 49,800
2	$ 37,920	$ 56,880
3	$ 42,680	$ 64,020
4	$ 47,400	$ 71,100
5	$ 51,200	$ 76,800
6	$ 55,000	$ 82,500

Applications available at: http://www.habitatforhumanity-northshore.com

Habitat for Humanity North Shore, 14 Park Street, Danvers, MA
Wenham Town Clerks Office, 138 Main Street, Wenham, MA

A Habitat Partnership may be the solution for your family, if you are in need of affordable housing, willing to complete required "sweat equity", able to make housing payments of $800/month and are a first time home-buyer (some exceptions may apply).

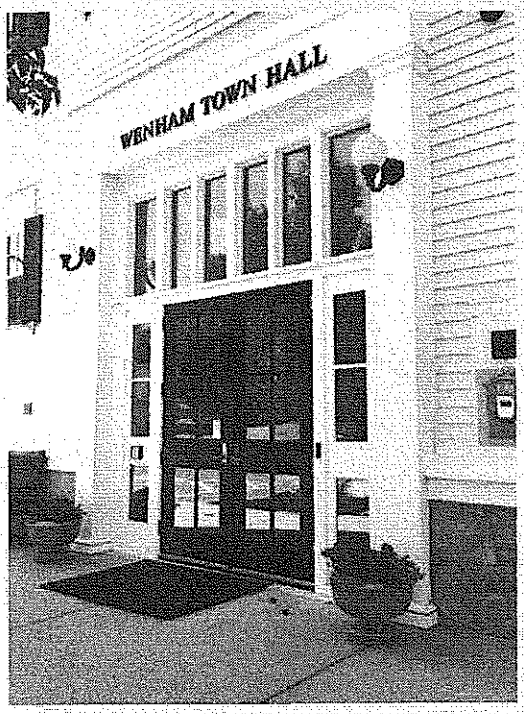
EQUAL HOUSING OPPORTUNITY

Returning this fall!

Town of Wenham Citizens Leadership Academy Fall 2019

Registration is OPEN for the Third
Wenham Citizens Leadership Academy!

Learn about department functions and services • Tour facilities
Meet town staff and ask questions • Find new ways to get involved



- 11 weekly sessions led by department heads.
- Academy is no cost for participants.
- All residents 18+ encouraged to attend.
- Academy concludes with a mock town meeting and graduation at a Board of Selectmen meeting.
- Wednesday sessions starting on September 18
- Register online or the Town Clerk's Office

For more information: 978-468-5520 x. 4 or jbresnahan@wenhamma.gov

Town of Wenham
Citizens Leadership Academy 2019
Wednesdays 6:30 – 8:30 pm

Sessions and Locations

- **Day 1: Getting to know Town Government** *(Town Hall)*
  September 18th – Jack Wilhelm & Jackie Bresnahan

- **Day 2: The Budget Process, Treasurer/Collector, Permitting Office** *(Town Hall)*
  September 25th – Finance Committee, Patty Moore, Jackie Bresnahan

- **Day 3: Fire Department** *(Begin at Town Hall, Continue at Fire Station)*
  October 2nd – Chief Kavanagh and the Wenham Fire Department

- **Day 4: COA/SHINE, Veterans Committee, Assessing** *(Council on Aging)*
  October 9th – Jim Reynolds, Lucy Sprague Frederiksen, Dean Pedersen, Steve Ozahowski

- **Day 5: Police Department** *(Begin at Town Hall, Continue at Police Station)*
  October 16th – Chief Perkins and the Wenham Police Department

- **Day 6: Water Dept., Cemetery Commission, & Housing in Wenham** *(Town Hall)*
  October 23rd – Erik Mansfield, Gary Cheeseman, Josh Anderson, & Bruce Blanchard

- **Day 7: Accounting, Open Space, Conservation, Planning, & GIS** *(Town Hall)*
  October 30th – Chris Holak, Melissa Berry, & Margaret Hoffman

- **Day 8: Veterans Services, Town Clerk, & Town Moderator** (*Town Hall)*
  November 6th – Karen Tyler, Dianne Bucco, & Trudy Reid

- **Day 9: Public Works, Board of Health, & Hot Topics Discussion** *(Town Hall)*
  November 13th – Bill Tyack, Dr. Andrew Ting, & Jackie Bresnahan

- **Day 10: Recreation Department and Library** *(H-W Library)*
  November 20th – Sean Timmons & Kim Butler

- **Day 11: Mock Town Meeting & "The Big Picture"** *(Town Hall)*
  December 4th – Town Meeting Key Participants & Jackie Bresnahan

Direct any questions or sign ups to jbresnahan@wenhamma.gov or 978-468-5520 ext. 4

BOARD & COMMITTEE OPENINGS

There are many opportunities to get involved by serving on a Board or Committee in the Town of Wenham. Current openings for all appointed positions are listed below. Please submit your request to serve (new appointments and re-appointments) using one of 3 methods listed on the Board of Selectmen's Board & Committee Appointment & Re-Appointment Process page.

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

Audit Committee
1 FinCom Opening - One Year Term

Conservation Commission
2 Openings - Three Year Terms

SHARE

Council on Aging Board
3 Openings - Three Year Terms

Hamilton-Wenham Community Access & Media
1 Opening - Three Year Term

Hamilton-Wenham Cultural Council
2 Openings - Three Year Terms

Iron Rail Commission
1 Opening - Three Year Term

Wenham Issues of Social Service (WISSH)
2 Openings - Three Year Terms

Zoning Board of Appeals
2 Associate Member Openings - (1 One Year & 1 Two Year)

TOWN HALL HOURS

Monday 9am - 4:30pm

Tuesday 9am - 7pm

Wed & Thurs 9am-4:30pm

Friday 9am - 1pm

CONTACT TOWN HALL

Phone: 978-468-5520

Fax: 978-468-8014

138 Main Street

Wenham, MA 01984

BOARD OF SELECTMEN MEETING
July 9, 2019

REPORTS

- INTERIM TOWN ADMINISTRATOR – Update
- CHAIRMAN
- SELECTMEN

BOARD OF SELECTMEN MEETING
July 9, 2019

CONSENT AGENDA
DRAFT MOTION

I move to approve all items in the Consent Agenda as presented, including the release of Executive Session meeting minutes of February 12th, February 26th set #1, and March 4th set #2 and the Executive Session meeting minutes of February 26th set #2 and March 4th set #1 to be held until further notice.

JC

CONSENT AGENDA

A.

One Day Liquor License Request
Michael Ross
Ross-Cadden Rehearsal Dinner
Wenham Museum
132 Main Street
Friday, July 26, 2019
5:00pm – 10:00pm

- One Day Liquor License Application
- Certificates of Insurance
- Tips Certification
- Check for $100
- Email recommendation from Tom Perkins, WPD Chief, June 27, 2019
- Email recommendation from Jeff Baxter, WFD Captain, June 27, 2019
- Email recommendation from Jackie Bresnahan, Permitting Coordinator & Special Projects Manager, June 27, 2019

Town of Wenham
Board of Selectmen

Application for Special License (One Day) Liquor License

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

Event Title:	Ross Cadden Rehearsal Dinner Family event
Date of Event:	July 26, 2019 - Friday
Start Time:	5:00 PM set-up
Expected End Time:	10:00 PM finish clean-up
Address of Event:	Wenham Museum, 132 Main Street, Wenham, MA
# of People Expected to Attend:	75 max
Open to Public or Private Event?	Private
Type of Event? *(fundraiser, party, golf tournament, etc.)*	rehearsal (wedding) dinner
Event Location Description: *(private home, public area, function hall, etc.)*	Wenham Museum
Indoor or Outdoor Event?	we have rented the entire museum space
Bar or Liquor Service Vehicles?	none
Contact Name:	Michael G. Ross / Beth Stenger
Company/Organization Name:	parents of groom
Phone Number:	203.494.5930 / 203.915.3479
Email Address:	mross56@comcast.net / beth.stenger@comcast.net

Requesting a License for Sale of:

☐ All Alcoholic Beverages (non-profits only) $50 ☑ Malt and Wine (for profit companies) $100

The Licensed Activity or Enterprise is:

☐ Non-Profit (May sell all forms of liquor) ☑ For Profit (May sell wines and malt beverages only)

Is the license for a dining hall maintained by an incorporated educational institution authorized to grant degrees? not to my knowledge

Please inform the Wenham Police Department of your function if your expected attendees will exceed 75 guests at least one week prior to your event, as a police detail may be required. All outdoor events will

require a designated area for liquor consumption and a police detail if open to the general public regardless of the number of attendees.

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

Michael B. Ross Elizabeth Stenger
Signature

June 11, 2019
Date

Michael Ross Beth Stenger
Print Name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2019

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

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

PRODUCER		
Affinity Insurance Services, Inc. 300 Jericho Quadrangle, 3rd Floor Jericho, NY 11753	CONTACT NAME: Affinity Insurance Services, Inc. PHONE (A/C, No, Ext): 1-877-723-3933 FAX (A/C, No): 1-516-294-4449 E-MAIL ADDRESS: info@wedsafe.com PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 2001130563 CP# 14945 Michael Ross 75 Ralston Ave Hamden, CT 06517 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Nationwide Mutual Insurance Company	23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2000426066 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		6BWED0000006929000	07/26/19 12:01 AM	07/27/19 12:01 AM	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
	X Host Liquor Liability Included						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS – COMP/OP AGG	$1,000,000
	☐ OTHER:						PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	X Not provided while in Hawaii							
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					☐ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐						E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – POLICY LIMIT	

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

Event Type: A wedding ceremony, reception and/or rehearsal; Honorees: Margaret Cadden, Zachary Ross; Event Date: 07/26/2019; Location: Wenham Museum.

If the event continues past 12:01 am at the location named on the certificate of insurance, such continuation shall be considered as the event date. The event includes set up and break down, at the event location, that occurs no more than 24 hours prior to the event or 24 hours after the event. The event also includes the rehearsal or rehearsal dinner if scheduled within 48 hours of the event, if the event is a wedding.

Liquor liability (as provided by CG 00 01 04 13) applies only if the insured is NOT in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Property Damage Liability as provided by this policy (including Damage to Premises Rented to You) is subject to a $1,000 per occurrence deductible.

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER	CANCELLATION
Wenham Museum 132 Main Street Wenham, MA 01984 The Town of Wenham 138 Main Street 'enham, MA 01984 Jditional Insured	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 Scott [illegible]

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** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.0

For coursework completed on June 29, 2019

provided by Health Communications, Inc.

is hereby granted to:

Jason Broome

Certification to be sent to:

138 Main St
Wenham MA, 01984-1555 USA

HEALTH COMMUNICATIONS INC.

CERTIFIED

eTIPS On Premise 3.0

Issued: 06/29/2019 **Expires**: 06/29/2022

ID#: 5130540

Jason Broome

138 Main St
Wenham, MA 01984-1555 USA

MICHAEL G ROSS
ELISABETH A STENGER
75 RALSTON AVE
HAMDEN, CT 06517-2841

2404
51-7218/2211
44

June 11, 2019
DATE

PAY TO THE ORDER OF Town of Wenham $ 100.00

One hundred and 00/100 DOLLARS

Security Features Details on Back.

People's United Bank
peoples.com

For social license

[redacted]

2404

Nicole Roebuck

From: Tom Perkins
Sent: Monday, July 08, 2019 12:44 PM
To: Nicole Roebuck; Kevin Dinapoli
Subject: RE: One Day Liquor License Request - Michael Ross, Wedding Rehearsal Dinner at Wenham Museum - July 26, 2019

Hi Nicci,

All looks in order. No issues or concerns. Thanks Tom

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

978-468-5500 Extension 220

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

From: Nicole Roebuck
Sent: Monday, July 8, 2019 12:18 PM
To: Tom Perkins; Kevin Dinapoli
Subject: FW: One Day Liquor License Request - Michael Ross, Wedding Rehearsal Dinner at Wenham Museum - July 26, 2019

Hello,

When you have a moment, could either of you reply with your recommendation on the attached One Day Liquor License request?

Thanks so much,
Nicci

Nicci Roebuck
Executive Assistant
Town Administrator's Office

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

From: Nicole Roebuck
Sent: Thursday, June 27, 2019 12:15 PM
To: Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter (JBaxter@wenhamma.gov); Jacqueline Bresnahan
Subject: One Day Liquor License Request - Michael Ross, Wedding Rehearsal Dinner at Wenham Museum - July 26, 2019

Please see the attached request from Michael Ross for a One Day Liquor License for a Wedding Rehearsal Dinner to be held at the Wenham Museum on Friday, July 26, 2019 from 5:00pm – 10:00pm. The Tips Certification will be in by Friday, July 5th in advance of the Board of Selectmen's vote on this request. Please reply with you recommendation to the BOS.

Thank you,
Nicci

Nicci Roebuck
Executive Assistant
Town Administrator's Office

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

Nicole Roebuck

From: Jeff Baxter
Sent: Thursday, June 27, 2019 12:27 PM
To: Nicole Roebuck
Subject: Re: One Day Liquor License Request - Michael Ross, Wedding Rehearsal Dinner at Wenham Museum - July 26, 2019

Nicci
They are all set for fire.

Jeffrey Baxter
Captain
Wenham Fire Department

Sent from my iPhone please excuse briefness or errors.

On Jun 27, 2019, at 12:15, Nicole Roebuck <NRoebuck@wenhamma.gov> wrote:

> Please see the attached request from Michael Ross for a One Day Liquor License for a Wedding Rehearsal Dinner to be held at the Wenham Museum on Friday, July 26, 2019 from 5:00pm – 10:00pm. The Tips Certification will be in by Friday, July 5th in advance of the Board of Selectmen's vote on this request. Please reply with you recommendation to the BOS.
>
> Thank you,
> Nicci
>
> **Nicci Roebuck**
> *Executive Assistant*
> *Town Administrator's Office*
>
> **Town of Wenham**
> 138 Main Street, Wenham, MA 01984
> 978-468-5520 x2
>
> <One Day Liquor License - Wenham Museum Wedding Rehearsal Dinner 07.26.19.pdf>

Nicole Roebuck

From: Jacqueline Bresnahan
Sent: Thursday, June 27, 2019 12:26 PM
To: Nicole Roebuck; Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter
Subject: RE: One Day Liquor License Request - Michael Ross, Wedding Rehearsal Dinner at Wenham Museum - July 26, 2019

All set with Building.

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

From: Nicole Roebuck
Sent: Thursday, June 27, 2019 12:15 PM
To: Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter; Jacqueline Bresnahan
Subject: One Day Liquor License Request - Michael Ross, Wedding Rehearsal Dinner at Wenham Museum - July 26, 2019

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Thank you,
Nicci

Nicci Roebuck
Executive Assistant
Town Administrator's Office

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

CONSENT AGENDA
B.
Request to Use Wenham Streets
Coast to Cure Bike Ride
Neurofibromatosis Northeast
Saturday, September 14, 2019

- Email from Diana Flahive, Director of Operations & Events
- Certificates of Insurance – Placeholder for update
- Email recommendation from Tom Perkins, WPD Chief, June 27, 2019
- Email recommendation from Steve Kavanagh, WFD Chief, June 27, 2019

Nicole Roebuck

From: Diana Flahive <dflahive@nfnortheast.org>
Sent: Monday, May 20, 2019 2:30 PM
To: Town Administrator; Nicole Roebuck
Subject: Coast to the Cure NF Bike Ride 2019 - Wenham

Dear Mr. Petrin,

On behalf of Neurofibromatosis Northeast, I am seeking permission once again to include Wenham on the route for the 9th Annual Coast to the Cure NF bike ride to benefit Neurofibromatosis Northeast. Coast to the Cure takes place on Saturday, September 14, 2018. The ride starts and finishes at Stage Fort Park in Gloucester. The event consists of four prescribed routes (24, 40, 66 and 100 miles) encompassing Wenham and 18 other communities.

I can assure you that all participants will wear helmets, travel in an organized fashion on public roads, never on private property, and will obey the rules of the road. The cyclists will leave Stage Fort Park in staggered starts beginning at 7am. We anticipate approximately 50 riders in total travelling in packs of 3-6 people over a period of two hours through your community. The following streets in Wenham are on the route: Grapevine Road and Larch Row (m66 and 100 mile routes).

Proceeds from the event benefit Neurofibromatosis Northeast and support our mission of finding a cure and treatment for neurofibromatosis by promoting scientific research, creating awareness, and supporting those who are affected by NF.

Please don't hesitate to contact me if you have questions. I can be reached at (781) 272-9936 or dflahive@nfnortheast.org.

Thanks so much for your consideration.

Sincerely,

Diana Flahive

Diana E. Flahive
Director of Operations and Events
Neurofibromatosis Northeast
9 Bedford Street
Burlington, MA 01803
Tel. 781-272-9936 ext. 204
Fax 781-272-9937
www.nfnortheast.org

An NF Network Advocacy Partner

NEUROFIBROMATOSIS NORTHEAST

Promoting Research, Awareness and Advocacy since 1988

Moving towards the cure

Coast to the Cure NF Bike Ride - 2019

Share

$6,359 raised

Benefiting NEUROFIBROMATOSIS INC NORTHEAST

Donate

Register

Saturday September 14, 2019

Diana Flahive 781-272-9936
dflahive@nfnortheast.org

Stage Fort Park
24 Hough Ave, Gloucester, MA 01930

Join us for the 9th Annual Coast to the Cure NF Bike Ride!

Riders must be 18 or over, helmets required.

- Saturday, September 14, 2019
- FOUR route options: 24, 40, 66 and 100 miles
- Registration opens at 6:30 AM with staggered starts beginning at 7:00 AM
- All routes travel along Cape Ann's shores and through Manchester by the Sea, Beverly, Hamilton and Ipswich. The terrain includes rolling hills, long, sunny flats, and rural roads winding through the quaint towns of Boston's North Shore. The 100-mile ride takes you further north through Georgetown, Amesbury and Newburyport.
- Fully supported ride with SAG Wagons
- Rest stops with food and drinks
- Post ride taco lunch overlooking the ocean

Participate in the 9th Annual Coast to the Cure NF Bike Ride and commit to raise the $150 fundraising minimum by asking friends and family to support your ride, or paying it all yourself.

Coast to the Cure 2018 - 100M (Rev 06-25-18) (copy) 100.6 miles

Leg	Dir	Type	Notes	Total
	←	Left	Turn left onto Western Ave	0.2
0.8	←	Left	Turn left onto Hesperus Ave	1.0
1.7	↑	Straight	Straight onto Norman Ave	2.7
0.4	↑	Straight	Continue onto Raymond St	3.0
0.5	←	Left	Turn left onto MA-127 S	3.5
2.0	→	Right	Turn right onto Forest St	5.5
0.7	←	Left	Turn left onto Mill St	6.2
0.7	←	Left	Turn left onto School St	6.9
1.0	→	Right	Turn right onto MA-127 S	7.9
2.0	↑	Straight	Continue onto West St	9.9
0.7	←	Left	Bear left onto Hale St	10.6
0.7	→	Right	Turn right onto Thissell St	11.3
0.2	↑	Straight	Bear right onto Common Ln	11.5
1.1	→	Right	Turn right onto Standley St	12.6
0.8	→	Right	Turn right onto Essex St/ Rt. 22	13.4
0.2	←	Left	Bear left to stay on Rt 22 N	13.6
1.2	←	Left	Turn left onto Grapevine Rd	14.8
0.7	←	Left	Slight left onto Larch Row	15.5
0.1	→	Right	Turn right onto Walnut Rd	15.6
1.2	→	Right	Turn right onto MA-1A N	16.8
0.2	←	Left	Turn left onto Asbury St	17.0
0.6	↑	Food	1st Rest Stop	17.6
0.4	→	Right	Turn right onto Highland St	18.0
0.1	←	Left	Quick left onto Asbury St	18.1
2.9	←	Left	Turn left onto Ipswich Rd	21.0
1.3	↑	Straight	Cross Rt 1 (Be Careful!)	22.2
0.8	←	Left	Turn left onto Main St	23.1
0.3	→	Right	Turn right onto Washington St	23.4
0.8	←	Left	Turn left to stay on Washington St/ Endicott/ East	24.2
2.2	→	Right	Turn right onto Peabody St	26.5
1.2	→	Right	Turn right onto Liberty St	27.6
0.5	←	Left	Turn left onto School St	28.1
0.8	→	Right	Turn right onto Essex St	28.9
2.0	↑	Straight	Cross Sharpners Pond Rd - Continue on Salem St	30.9
1.2	→	Right	Turn right onto Ingalls St	32.1
0.5	←	Left	Turn left onto Forest St	32.6
1.3	←	Left	Turn left onto Boxford St	33.9
0.2	→	Right	Sharp right onto Foster St	34.2
1.3	↑	Straight	Bear left onto Winter St	35.4
1.4	→	Right	Turn right onto Dale St	36.8
0.1	←	Left	Turn left onto Glendale Rd	36.9
0.7	←	Left	Slight left onto Main St	37.6
0.3	↑	Straight	Cross Washington St	37.9
0.2	↑	Water	2nd Rest Stop (Fire Station)	38.2

Leg	Dir	Type	Notes	Total
1.9	→	Right	Turn right onto Lily Pond Rd	40.1
0.8	↑	Straight	Continue onto Boxford Rd	40.9
0.4	→	Right	Slight right onto S Cross Rd	41.3
0.7	→	Right	Turn right onto Salem St	42.0
0.5	←	Left	Turn left onto Center St	42.6
4.0	↑	Straight	Continue onto Middle St	46.5
1.1	←	Left	Turn left onto Ash St	47.7
0.7	→	Right	Turn right onto Meeting House Hill Rd	48.3
0.5	←	Left	Turn left onto Bachelor St	48.9
0.6	→	Right	Turn right onto MA-113 E	49.4
1.0	←	Left	Turn left onto Coffin St	50.4
0.9	↑	Straight	Continue onto River Rd	51.3
2.2	←	Left	Turn left onto Church St	53.5
0.1	→	Right	Bear right to stay on Church St	53.6
1.0	→	Right	Turn right onto MA-113 W	54.6
3.4	→	Right	Turn right onto Orchard Ave	58.0
0.0	←	Left	Turn left onto Old Ferry Rd	58.0
0.5	→	Right	Turn right onto E Broadway	58.5
2.5	↑	Straight	3rd Rest Stop - Food & Toilets	61.0
1.3	↑	Straight	Continue onto E Main St	62.3
0.1	←	Left	Turn left onto River Rd	62.4
1.8	↑	Straight	Continue onto Middle Rd	64.3
0.4	→	Right	Turn right onto Skunk Rd	64.7
0.4	↑	Straight	Continue onto Pleasant Valley Rd	65.1
2.7	↑	Straight	Continue onto Merrimac St	67.7
0.4	→	Right	Turn right onto Main St	68.2
0.8	↑	Straight	Continue onto Evans Pl	68.9
0.2	↑	Straight	Continue straight onto Main St	69.2
0.4	↑	Straight	Continue onto Spofford St (X Chain Bridge)	69.5
0.2	↑	Straight	At the traffic circle, take the 3rd exit onto Merrimac St	69.7
1.8	→	Right	Turn right onto Kent St	71.5
0.3	←	Left	Turn left onto High St/ Rt 1A-S	71.9
10.2	→	Right	Turn right onto Mile Ln	82.0
0.8	←	Left	Turn left onto Linebrook Rd	82.8
1.8	→	Right	Bear right onto Lord Square/ Rt 1A-S	84.6
0.4	↑	Straight	Continue onto S Main St	85.0
0.3	→	Right	Bear right to stay on Rt 1A-S	85.3
0.1	←	Left	Turn left onto Argilla Rd	85.4
1.8	→	Right	Turn right onto Northgate Rd	87.2
0.7	←	Left	Turn left onto MA-133 E	87.9
0.7	→	Right	Turn right onto Choate St	88.6
0.3	←	Left	Turn left onto Belcher St	88.9
1.2	←	Left	Turn left onto Story St	90.1
0.3	↑	Straight	Continue onto Winthrop St	90.5
0.3	→	Right	Turn right onto Martin St	90.8

Leg	Dir	Type	Notes	Total
0.0	←	Left	Turn left onto Shepard Dr	90.8
0.0	↑	Water	4th Rest Stop	90.8
0.0	←	Left	Turn left onto Martin St	90.8
0.7	←	Left	Turn left onto Apple St	91.5
1.3	←	Left	Turn left onto Southern Ave	92.9
0.8	→	Right	Turn right onto School St	93.6
0.2	←	Left	Turn left onto Grove St	93.8
0.1	→	Right	Turn right onto Eastern Ave	93.9
5.8	→	Right	Turn right onto Western Ave	99.7
0.6	←	Left	Turn left onto Hough Ave	100.4

Nicole Roebuck

From: Tom Perkins
Sent: Thursday, June 27, 2019 2:31 PM
To: Nicole Roebuck
Subject: RE: Coast to the Cure Bike Race - September 14, 2019

Hi Nicci,

No concerns or questions. Thanks, Tom

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

978-468-5500 Extension 220

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

From: Nicole Roebuck
Sent: Thursday, June 27, 2019 12:08 PM
To: Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter
Subject: Coast to the Cure Bike Race - September 14, 2019

Good Morning,

Please take a look at the attached documents submitted by Diana Flahive, Director of Operations and Events at Neurofibromatosis Northeast, regarding their bike race fundraiser on Saturday, September 14, 2019 with the intent of using Wenham streets. Their liability insurance just renewed, and they will be forwarding their certificate prior to the Board of Selectmen's vote on this request. Please reply with any questions and/or your recommendations.

Thank you,
Nicci

Nicci Roebuck
Executive Assistant
Town Administrator's Office

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

Nicole Roebuck

From: Stephen B. Kavanagh
Sent: Thursday, June 27, 2019 2:49 PM
To: Nicole Roebuck
Subject: RE: Coast to the Cure Bike Race - September 14, 2019

Nicci, I have no problem with this request.

From: Nicole Roebuck
Sent: Thursday, June 27, 2019 12:09 PM
To: Tom Perkins; Kevin Dinapoli; Stephen B. Kavanagh; Jeff Baxter
Subject: Coast to the Cure Bike Race - September 14, 2019

Good Morning,

Please take a look at the attached documents submitted by Diana Flahive, Director of Operations and Events at Neurofibromatosis Northeast, regarding their bike race fundraiser on Saturday, September 14, 2019 with the intent of using Wenham streets. Their liability insurance just renewed, and they will be forwarding their certificate prior to the Board of Selectmen's vote on this request. Please reply with any questions and/or your recommendations.

Thank you,
Nicci

Nicci Roebuck
Executive Assistant
Town Administrator's Office

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

CONSENT AGENDA
C.
Meeting Minutes

- Open Session:
  - January 29, 2019
  - February 26, 2019
  - March 4, 2019
  - March 15, 2019
  - May 28, 2019

- Executive Session:
  - February, 12, 2019 #1
  - February 26, 2019 #1
  - February 26, 2019 #2
  - March 4, 2019 #1
  - March 4, 2019 #2

CPC – Approved 2.13.19
BOS-

TOWN OF WENHAM
Community Preservation Committee
Board of Selectmen
Meeting Minutes of January 29, 2019
Wenham Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Committee members & Board of Selectmen, a meeting of the Community Preservation Committee and Board of Selectmen was held Tuesday January 29, 2019 at 7 PM in the Selectmen Meeting Room, first floor.

- Call the meeting to order - With a quorum present, Ms. Davis called the meeting to order at 7 pm.

Committee present: Harriet Davis, Chair; Arthur Burt, Vice Chair; Natalie Bowers; Denis Curran; Don Killam; Barbara Locke; Leo Maestranzi; Tom Starr; Patrick Waddell
Also present: Jackie Bresnahan, Administrative Support for the CPC; Catherine Tinsley, Recording Secretary

- Call the meeting to order - With a quorum present, Ms. Harrison called the meeting to order at 7 pm.

Board of Selectmen present: Catherine Harrison, Chair; John Clemenzi, Jack Wilhelm
Also present: Peter Lombardi, Town Administrator
Margaret Hoffman, Planning Coordinator; Missy Berry, Conservation and Open Space & Recreation Coordinator
Tony Feeherry, Chair Zoning Board of Appeals; Virginia Rogers, Planning Board member

Public Information
- Recorded with permission by HWCAM
- Meeting Packet

- Minutes
  - Review and Approve CPC minutes of January 24, 2019

The Committee voted unanimously to accept the minutes of January 24, 2019.

- Continue Review of Applications for Funding (Presentations Only)
  1. Maple Woods Project
  2. Community House
  3. Town Clerk Dehumidifier
  4. Open Space Trail Map
  - Vote to confirm receipt of all applications received to date

1. Maple Woods, Harborlight Community Partners, Maple Woods Housing, LLC
   CPA Funding Request: Community Housing $750,000
   To create affordable housing for fixed income seniors in the community

   - CPA application January 23, 2019
   - Memo from Special Counsel Adam Counsel, Mead Talerman & Costa, LLC regarding Maple Woods Project Funding Request January 29, 2019

The Board of Selectmen were present for this agenda item.

Andrew DeFranza, Executive Director, presented the application for Harborlight Community Partners.
Mr. DeFranza reviewed that Harborlight previously submitted an application for CPA funds for the Maple Woods project in 2014. There was an appeal on the comprehensive permit which has been in litigation until recently when an agreement was reached between Harborlight and private parties in mediation as a Binding Term Sheet.
It was noted that although an agreement was reached, the Maple Woods project is the subject of litigation in the Superior Court awaiting a final judgment and signatures as of the date of this meeting January 29, 2019.
Should this agreement not go forward a trial date is set for September 2019 and the project would revert back to the original plan i.e. a 65 unit, 3 story building.

Mr. DeFranza summarized the changes in the revised proposal of the project which has been updated to meet the terms of the Binding Term Sheet. The primary changes agreed were to reduce the number of housing units being proposed from 60 units to

45 units, each unit being 650 sq. ft and a reduction in building height from 3 stories to 2 stories which would be moved back an additional 50 feet; this required the property owner to add 4/10 of an acre to the parcel, and it has been agreed to do so.
The Maple Woods project is 100% affordable units below 60% median, with an age restriction of 62 and over with staffing on site. All services i.e. trash, plowing etc. are inclusive to Maple Woods.

Mr. DeFranza reiterated that the Maple Woods project would achieve the Town's goal of getting over the 10% of the total housing inventory, defined as affordable, and therefore give the Town more control of future development.

Ms. Davis opened the meeting to the Committee for general questions and comments, noting the Committee would debate the applications at the February 13 meeting.
Mr. DeFranza addressed the following comments and questions from the Committee:

- The reduction of the project to 2 stories from the original 35 ft mansard roof, would likely change to a flat roof with gable ends with solar panels in the middle.
- Age restricted units explained: age 55 requires one person be at least 55 and cannot exclude ages under 18
- Age 62 plus restricts all resident to a minimum age of 62.
- Harborlight's' plan to prevent unused medications still remains to have on site unused medication collection containers.
- The timetable to meet Town Meeting is a viable timeline for Harborlight.
- With the reduction of units, Mr. DeFranza confirmed there would be a reduction of services for residents.
- The cost per unit is (about) $30,000.

There was general support for the project at the reduced size and that this project would get the town over the 10% threshold of affordable housing, and Harborlight was recognized for working with the neighbors as a show of good faith.

One suggestion offered by Mr. Burt was to move the location of the kitchen fan to minimize the noise on the neighbors.

The meeting was open to the Board of Selectmen for comments/questions.

Mr. Clemenzi concurred this was a very important project for Wenham and indicated support for the project.
Mr. Wilhelm was pleased with the compromise with the neighbors and the reduction of size to 45 units and 2 stories, but further noted his concern with the timing of the project. Mr. Wilhelm requested confirmation that Harborlight Community Partners Board approved /accepted the Binding Term Sheet. Mr. Wilhelm questioned when a Definitive Agreement was anticipated and Mr. DeFranza responded final comments have been made on the draft and thought at the end of the week.
Mr. DeFranza confirmed no additional contingencies were anticipated other than the Court approval of the Binding Term Sheet, a million dollars in funding from the Town, (CPA and Wenham Affordable Housing Trust) and pending affirmative votes for grant funding.

Ms. Harrison asked for an explanation of the age restriction and the term "70% local preference"
Mr. DeFranza responded that this refers to a community with low minority population and that a regional approach will be taken for applications. He said this calculation is structured by the government through a variety of information but should calculate to about 50% of the units for local residents.
He went on to explain there are two waiting lists that eventually are merged into one list and that any residents that might be interested in living at Maple Woods should apply to get on the initial list.

Ms. Bresnahan was asked to explain how the funding for Harborlight would be appropriated if approved.

- The budgetary reserve fund balance was $250,000 of which $200,000 was available for allocation.
- The CPA General Fund Balance and the Community Housing balance was available for allocation.

Ms. Harrison further questioned how an allocation of $750,00 would impact other applications.
Ms. Bresnahan confirmed that Town Hall Debt is a long-term obligation for the town and included annually in the calculations.
Ms. Bresnahan stated she was in the process of running different funding scenarios.
Ms. Harrison observed the importance of the process to be followed to avoid legal risk to the Town and referenced a memo received by Special Counsel Adam Costa, Esq. Mead, Talerman & Costa, LLC.
Mr. Lombardi reviewed the memo with the Committee in which Attorney Costa cautioned "the Maple Woods project has been and continues to be the subject of pending litigation in the Superior Court."
Attorney Costa also noted the contingencies on term sheet don't bind Committee to recommend funding nor would the Zoning Board of Appeals be required to permit modifications. It was stressed that this is a new application and independent processes
The CPC approval needs to include the continency language:

- Minimal funding required

CPC – Approved 2.13.19

BOS-

- Zoning Board of Appeals permit
- Passage of appeal period
- Dismissal of pending litigation
- Action of CPC relative to the funding will account for this property being Chapter land as the town will have the Right of First Refusal.

Mr. DeFranza was asked to update the application with current information as soon as possible as the original application was of no consequence to the Committee.

Ms. Davis opened the meeting to other attending town officials for questions and comments:
Mr. Feeherry questioned how 45 units was viable. Mr. DeFranza responded that the operating model would change including staffing, capital and one phase vs. two phases. He acknowledged construction would be difficult and expensive.
When asked about the timing of construction, Mr. DeFranza noted it would depend on the state funding but estimated 4 to 5 years before the project as "shovel ready".
The Town is protected from 40b developments when the comprehensive permit is issued.

The Board of Selectmen unanimously adjourned at 8:02 pm.
Mr. Lombardi and Mr. Wilhelm left the meeting.

Respectfully Submitted By
Catherine Tinsley
1.31.19

TOWN OF WENHAM
Board of Selectmen
Meeting of February 26, 2019
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Tuesday February 26, 2019 at 5 pm in the Selectmen Chambers first floor.

The Town of Wenham has a three-member Board of Selectmen elected for three-year terms with one seat up for election each year. Jack Wilhelm (2019) Catherine Harrison (2020); John Clemenzi (2021)
The Board of Selectmen serve as the chief executive body of the Town. The board's duties include in part appointing the Town Administrator and other board/committee members, developing goals and policies, preparing the town report, the annual budget, and presenting the warrant for Town Meeting.
The Board typically meets the first and third Tuesday of each month at 6:30 pm in Town Hall. The BOS meetings are posted on the Town calendar. All meetings are open to the public and may be viewed on local cable channels HWCAM.org or You Tube HWCAM

- **Call to Order -** With a quorum present, Ms. Harrison called the BOS meeting to order at 5:50 pm

Selectmen present: Catherine Harrison, Chair; John Clemenzi, Vice Chair; Jack Wilhelm, Clerk
Also present: Peter Lombardi, Town Administrator; Catherine Tinsley, Recording Secretary

Public Information
The meeting was recorded by HWCAM with permission
Meeting packet

Executive Session

- Hamilton-Wenham Youth Soccer Association & Academy at Penguin Hall - *Ms. Harrison moved to enter into Executive Session under M.G.L. Ch. 30A, § 21 (6) – To discuss the purchase, exchange, leave, or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town re HWYSA and to return to open session to enter into a second executive session. The motion carried unanimously by roll call vote.*

- Maple Woods - *Ms. Harrison moved to enter into Executive Session under M.G.L. Ch. 30A, § 21 (3) – To discuss strategy with respect to litigation if the chair declares that an open meeting may have a detrimental effect on the litigation position of the Town and to include Special Counsel Adam Costa, and to return to open session. The motion carried unanimously by roll call vote.*

The Selectmen returned to open session at 6:48 pm and Ms. Harrison called for a recess until 7 pm.

Announcements

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

Reports

- Selectman

Mr. Wilhelm presented a letter from the Veterans Committee dated February 12, 2019 requesting the BOS put together an exploratory ad hoc committee with the Town of Hamilton to consider the pros and cons of a joint Memorial Day parade between Wenham & Hamilton citing the band and political officials attend both parades.
The BOS endorsed the idea in concept and agreed their colleagues in Hamilton also have this discussion.
Mr. Lombardi will forward the letter from the Veterans Committee to the Hamilton Selectmen.

Consent Agenda

Vote: Mr. Clemenzi moved to approve all items in the Consent Agenda as presented, with all sets of Executive Session meeting minutes to be held until further notice. The motion carried unanimously

- Minutes- Open Session: January 8, 2019; January 22, 2019
  Executive Session: January 8, 2019; January 22, 2019 #1; January 22, 2019 #2; January 22, 2019 #3

New Business

- Review and Potential Approval of FY19 Iron Rail Fields Sublease Agreement with Hamilton-Wenham Youth Soccer Association and the Academy at Penguin Hall – Molly Martins, APH

➢ Proposed Sublease Agreement between the Hamilton-Wenham

Ms. Harrison stated that Ms. Martins was not available and unable to attend the meeting to discuss the overdue payments for a sublease for the use of the soccer fields at Iron Rail therefore, this agenda item would be rescheduled. when Ms. Martins confirms her availability

- Discussion of Potential Back-up Dates for Town Meeting Continuance

➢ Email re Buker Availability for Annual Town Meeting from C. Harrison, BOS February 21, 2019

It was noted that in the event that Town Meeting was not completed on April 6 and needed to be continued, April 22 is the only date available for the use of the Buker School in which all participating parties may also attend.
Mr. Wilhelm supported the meeting be continued to a Saturday but it was believed residents supported completing the meeting on a weeknight.

Old Business

- Potential Selection of Interim Town Administrator Candidate & Discussion of General Terms / Conditions of Employment
  1. John J. McGinn
  2. John D. Petrin

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

➢ Resumes: John J. McGinn John D. Petrin

John McGinn retired recently from Marblehead and John Petrin will retire this week from Burlington.
Ms. Harrison questioned if the Board felt these were viable candidates and it was the consensus that both candidates were well qualified.
Mr. Wilhelm observed the different personalities of the two candidates and opined Mr. Petrin was a better fit for Wenham. Mr. Clemenzi also thought both candidates would serve the Town well and observed Mr. McGinn was strong in finance and Wenham does not need this area strength with a new Finance Director and Mr. Petrin had a vast amount of experience from the Town of Harvard which is similar to Wenham and supported Mr. Petrin be hired as Interim Town Administrator.

Ms. Harrison thanked Mr. Lombardi for providing two good candidates for interim Town Administrator.
She reviewed that Mr. McGinn lived on the north shore and worked in a north shore town of Marblehead for a short period of time and had some experience with Schools and that Mr. Petrin had broad experience including experience with regional schools, which would be useful, as well as other experiences and belonged to quite a few organizations.
Ms. Harrison stated that based on input and general skill set, Mr. Petrin may be the best match for Wenham.
The Board continued in a general discussion on the candidates that that the BOS vote would be contingent on successful contract negotiation and a reference check.

It was anticipated the interim Town Administrator would be in Wenham for a minimum of 4 to 6 months. The BOS agreed the initial term in the contract be 4 months with a month to month extension for another 3 months and the candidate be obliged to stay during this time.
Ms. Harrison will work on the draft contract for the Interim Town Administrator for the Boards review/ approval at the next meeting. This would include that the Interim Town Administrator would spend time with Mr. Lombardi prior to his leaving. Specific dates will be inserted during the contract negotiations.
Mr. Lombardi clarified that Mr. Petrin intends to work for one of the consulting firms, Paradigm Associates as a sub consultant. Mr. Petrin would work for the Town while in Wenham and not for the consulting firm.
Vote: Ms. Harrison moved, and it was seconded, to tender a conditional offer of employment of Interim Town Administrator for the Town of Wenham to John Petrin, subject to successful contract negotiations and reference checks. The motion carried unanimously.

Maple Woods Senior Affordable Housing Project Update
The Town has not yet received the independent appraisal of the Maple Street property. Special Counsel reported that there was no update regarding the Settlement Agreement.
It was anticipated that there would be discussions on the Warrant Article for Maple Woods with the Community Preservation Committee (CPC) recommending favorable action to Town Meeting to award $750,0000 of Community Preservation Funds and the contingencies.

Mr. Wilhelm questioned if Mr. DeFranza should be asked to the Warrant Hearing to answer any potential questions that may arise from the CPC application as the BOS is not in the position to answer questions that may arise through information in the CPC application. Mr. DeFranza will be notified of the Warrant Hearing and asked if he would like to attend.

FY20 Budget Update

Updated summary for FY 20 budget was provided to BOS which included an increased adjustment on revenues based on an increase in Hamilton's assessment for the library, specifically one-time payments for sick leave buy-back in FY19 and FY20 for long time retiring library employees. The net effect of that revenue increase reduced the school operating override from $655,000 to $615,264.

The FinCom meets tomorrow night to review the budget and make recommendations on the financial articles in the Fy20 budget.

The Chair invited comments and questions from the Board on the budget.

Town of Wenham FY 20 Recommended Budget February 22, 2019

With the number of warrant articles at 28, the BOS discussed reducing the number of articles in an effort to have Town Meeting run efficiently and possibly hold a Special Town Meeting in the Fall for non-financial articles.

The Selectmen decided that of the 8 proposed Zoning Bylaws, that 3 should go on the warrant.

Ms. Harrison commented that by not putting all the articles on the warrant, does not take away from the time an effort that has gone into the preparation of these articles by the Planning Board and staff.

Final Review of and Recommendation Votes on All Warrant Articles

- Potential 2019 ATM Warrant Articles, February 26, 2019
- Article 9: Transfer from Water Department Undesignated Fund Balance Surplus to FY19 Water Department Operating Expense
- Memo regarding Water Department Warrant Article from Erik Mansfield, Water Superintendent, February 20, 2019
- Email regarding Water Department Warrant Article from Chris Holak, Town Accountant, February 25, 2019
- Article 12: CPA Appropriations
- Anticipated Motions/CPC Recommendations

Abbreviations used
HWRSD- Hamilton Wenham Regional School District
SRO – School Resource Officer
OPEB – Other Post-Employment Benefits

Mr. Wilhelm observed there was no Consent Article. Mr. Lombardi responded that the amount of time to explain 4 articles in the Consent Agenda may take more time to explain than just leaving these 4 as stand-alone articles as they are traditional and non-controversial.

The Selectmen elected to defer recommendation for financial articles until the Finance & Advisory Committee made their recommendations which included the following articles:
Article 1 - FY20 Budget Appropriation
Article 2 - Use of Free Cash to Balance Budget
Article 3 - HWRSD Operating Override $615,264
Article 4 - Potential Separate HWRSD Overrides for OPEB and /or SRO $116,119
Article 6 - Cemetery Maintenance Fund Transfer

Article 1 – FY20 Budget Appropriation
The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.

Article 2-Use of Free Cash to Balance Budget
The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.

The Town has the statutory obligation to present the HWRSD Budget in its entirety.
It was noted that the School's Budget included two controversial Financial items as funding OPEB at $250,000 for next year and a new School Resource Officer and that these two items be a separate override.
Even though Hamilton does not need an override they may mirror Wenham and place these in separate articles.
The Selectmen supported that there be two override articles for the HWRSD.
Mr. Lombardi will finalize the language for the two override articles with Town Counsel.

Article 3 – HWRSD Operating Override
The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.

Article 4- Potential Separate HWRSD Overrides for OPEB / SRO
The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.

(Potential Consent Agenda Articles 5-10) Standard Articles to accept Trust funds from FY20
Article 5 – Acceptance of Cemetery & Other Trust Funds
The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.
The BOS unanimously voted to recommend favorable action.

Article 6 – Cemetery Maintenance Fund Transfer
The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.
The BOS unanimously voted to recommend favorable action.

(The Selectmen voted to place articles 1-4 on the warrant)

Article 7- Chapter 90 Road Work Funding ($150k)
The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.
The BOS unanimously voted to recommend favorable action.

Article 8- Annual Appropriation of Commonwealth Transportation Infrastructure Fund Balance $541.90
The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.
The BOS unanimously voted to recommend favorable action.

Article 9 – Transfer of $35k from Fy20 Water Operating Budget to Water Capital Reserve Fund
The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.
The BOS unanimously voted to recommend favorable action.

Article 10 – Amend Veterans Tax Work Off Abatement Amount from $1000k to $1500 /year
The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.
The BOS unanimously voted to recommend favorable action.

Article 11 – Bylaw Amendment Iron Rail Building Rental Revolving Funds Spending Limit from $25k to $30k/ year
The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.
The BOS unanimously voted to recommend favorable action.

Article 12 – CPA (Community Preservation Act) Commission Appropriations
Mr. Lombardi left the meeting to confirm if the BOS were required to place the CPA articles on the warrant.

1. Required Transfers due to Reserve Balances last year having been under-estimated; not enough allocated from annual revenue

The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.
The BOS unanimously voted to recommend favorable action.

2. Administrative Transfers - Traditional CPA article to allocate 10% to each fund with the balance of CPA revenue goes to budgetary reserve

The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.
The BOS unanimously voted to recommend favorable action.

Ms. Bresnahan spoke to the CPA articles and further explained the required allocations as presented in 1 & 2 and that the articles were all grant allocations for applications received.

If all funded at amounts recommended, there would remain a balance of just under $50,000 in CPA Fund Balance; $677,000 in Open Space; $50,000 in Budgetary Reserve.

Mr. Lombardi summarized Town Counsel's response that the BOS may omit articles requested by multiple member bodies and a motion to amend CPC recommendations may not make a project different than what was recommended or increase the amount of appropriation in what was recommended.
The BOS concurred that the words "in detail" be removed from the CPA motions.

3. Maple Woods Grant for 45 units of affordable housing $750,000

Ms. Harrison read the draft article in which the CPC recommended $750,000 to Harborlight Community Partners for the acquisition of land and the creation of forty-five units of housing for seniors over age of 62.
The BOS questioned and noted their concern that the Harborlight's CP application on file was not updated to the mediated terms especially, 45 units, and reduced to 2 stories in height.
Ms. Bresnahan responded that the grant application motion that the site application needed to be referenced as submitted and the contingency clarifies the term
The contingencies as voted by the CPC and reviewed by Town Counsel.

1. Pending litigation final court ruling
2. ZBA issues Comprehensive Permit for project (not appealed)
3. Project receives all necessary permits / approvals
4. Consistent with binding term sheet dated January 7, 2018 on file with Town Clerk

The Selectmen made the following amendments to the contingencies to tie them to the applicants' application:

- Be consistent with a fully executed Settlement Document (not binding term sheet) must be signed by all parties
- Contingency that would include chapter land
- Grant Agreement authorizing the BOS to negotiate and execute with Harborlight including outside of the CPC recommendation
- The motion for Town Meeting to be clear about the Grant Agreement and contingencies.
- Language / word edits
- Right of First Refusal process (62 Maple Street is currently in Forestry Chapter Land)
- Sunset Clause on grant funding and that the funding not be tied up for more than 3 years after the Comprehensive Permit is issued and that the BOS maintains the ability to extend the deadline
- Acquisition cost cannot exceed fair market value of the unpermitted property consistent with state 40b Regulations regarding developers purchase price of land.

The total number of contingencies was 9.
The BOS wanted confirmation from both parties that the extra land needed to move the project back would be provided.
Concern with extra land needed be in writing.
It was noted during the meeting that Maple Woods would potentially generate about $25,000 in property taxes annually.
As a courtesy to the CPC and Harborlight, a copy of this information will be made available in advance of Town Meeting.

4. Town Hall Debt Grant for historic rehabilitation of Town Hall– $126,100

5. Habitat for Humanity North Shore Grant for creation of two affordable housing units at 40 Hull Street - $60,000

Mr. Clemenzi observed that the Town already allocated funds from the Affordable Housing Funds in the amount of $230,000 for the acquisition of the property and questioned giving additional funds for just two units.
Ms. Harrison responded that these two condo units will be owned and pay real estate taxes to the town and through real estate tax payments will "payback" that $60,000 within a few years and create value to the Town.

- This project is in line with what the community wanted for affordable housing units within neighborhoods
- The CPC voted 5 to 4 in favor of recommending this to Town Meeting
- This project received the comprehensive permit subject to getting water/sewer from Salem Beverly Water Board

6. Community House grant to for heating system $50,000

The full application was $98,000 in Wenham which was recommended to be partially funded; Hamilton fully funded the $197,000 request contingent that construction begins July 1, 2019. The BOS agreed to mirror Hamilton's language.

7. Open Space & Recreation Committee Trail Map Project – $6,000

8. Open Space & Recreation Committee Wenham Lake Cedar Street bench - $1,200

The Selectmen took the following action on the CPC articles:

The Selectmen unanimously voted to place the article for CPA (2) Administrative Transfers on the April 6, 2019 Town Meeting Warrant.
The Selectmen unanimously voted to place the article for Town Hall Debt on the April 6, 2019 Town Meeting Warrant.
The Selectmen unanimously voted to place the article for Habitat for Humanity on the April 6, 2019 Town Meeting Warrant.
The Selectmen unanimously voted to place the article for the Community House, with the added contingency, on the April 6, 2019 Town Meeting Warrant.
The Selectmen unanimously voted to place the article for the Trail Map on the April 6, 2019 Town Meeting Warrant.
The Selectmen unanimously voted to place the article for the Bench on the April 6, 2019 Town Meeting Warrant.

It was noted that the BOS may consider not placing the Zoning & Bylaw articles on the warrant to reduce the number of articles from 27 to a more manageable 18-20 articles and consider holding a Special Town meeting or defer these articles to next year.

The BOS agreed that due to the late hour to continue the meeting to a date to be determined.

Vote to Close Annual Town Meeting Warrant
Vote: Mr. Clemenzi moved to close the April 6, 2019 Annual Town Meeting Warrant. The motion carried unanimously.

Adjournment – *The BOS unanimously adjourned at 10:12 pm*

Respectfully Submitted By
Catherine Tinsley
3.31.19

DRAFT (CAH)

TOWN OF WENHAM
Board of Selectmen
Meeting of March 4, 2019
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Monday March 4, 2019 at 5:45 pm in the Selectmen Chambers.

The Town of Wenham has a three-member Board of Selectmen elected for three-year terms with one seat up for election each year. Jack Wilhelm (2019) Catherine Harrison (2020); John Clemenzi (2021)
The Board of Selectmen serve as the chief executive body of the Town. The board's duties include in part appointing the Town Administrator and other board/committee members, developing goals and policies, preparing the town report, the annual budget, and presenting the warrant for Town Meeting.
The Board typically meets the first and third Tuesday of each month at 6:30 pm in Town Hall. The BOS meetings are posted on the Town calendar. All meetings are open to the public and may be viewed on local cable channels, HWCAM.org or You Tube HWCAM

Call to Order - With a quorum present, Ms. Harrison called the BOS meeting to order at 5:45 pm
Selectmen present: Catherine Harrison, Chair; John Clemenzi, Vice Chair
Not present: Jack Wilhelm, Clerk
Also present: Peter Lombardi, Town Administrator; Catherine Tinsley, Recording Secretary
Patty Moore, Finance Director / Treasurer- Collector; Jackie Bresnahan, Permitting Coordinator and Special Projects Manager
Trudy Reid, Town Moderator (A-6:54 pm)

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

Executive Session
- Maple Woods

Ms. Harrison moved to enter into executive session under M.G.L. Ch. 30A § 21 (6) to discuss the purchase, exchange, leave, or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town and to return to open session and to include Special Counsel Attorney Adam Costa and appraiser Bob Shannon. The motion carried unanimously by roll call vote.

- Water Superintendent

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

The Selectmen returned to open session at 6:35 pm.
- Water Superintendent Contract - vote

Vote: Ms. Harrison moved the BOS approve an employment agreement with Erik Mansfield as Water Superintendent of Wenham for a term beginning a contract July 1, 2019 and ending June 30, 2022 with a base salary of $94,000. The motion carried unanimously.

Public Comment – There was none.
Announcements
- Warrant Hearing – Monday, April 1, 2019 7:00 pm, Buker Elementary Multi-Purpose Room
- WVIS Luncheon – Saturday, April 6, 2019 12:00 pm, Buker Elementary Multi-Purpose Room
- Annual Town Meeting – Saturday, April 6, 2019 1:00 pm, Buker Elementary Perkins Auditorium
- Annual Town Elections – Thursday, April 11, 2019 7:00 am – 8:00 pm, Town Hall

Consent Agenda
Vote: Mr. Clemenzi moved to approve all items in the Consent Agenda as presented, including the release of set #2 of the Executive Session meeting minutes of January 15, 2019 and it was unanimous to so.

A. Minutes - Executive Session: January 15, 2018 (2)

New Business
- Vote to Reopen Town Meeting Warrant

Vote: Mr. Clemenzi moved to reopen the April 6, 2019 Annual Town Meeting Warrant and it was unanimous to do so.

- Review of Property Appraisal Report of Maple Wood Project Land - This agenda item was passed over.

Old Business

- Final Review of and Recommendation Votes on All Warrant Articles
  - Potential 2019 ATM Warrant Articles, March 1, 2019
  - Email regarding Updated Warrant Articles from Peter Lombardi, Town Administrator, February 27, 2019
  - CPA Fund Balances FY 2020 Planning Document
  - Article 12: CPA Appropriations
    - CPC Applications
    - Maple Woods Senior Affordable Housing
    - Town Hall Debt
    - Habitat for Humanity - 40 Hull Street
    - The Community House – Heating System
    - Open Space Trail Map Project
    - Wenham Lake Cedar Street Bench
  - Article 15: Certain Acts Prohibited
  - Email regarding Water discharge into roads from Bill Tyack, DPW Director, January 23, 2019
  - Article 16-23: 2019 Zoning Bylaw Articles
  - Article 25: Bylaw Amendment: Reduction in Number of Conservation Commission Members from 7 to 5
  - Email regarding Con Com Member Reduction
  - Con Com Appointment Summary
  - M.G.L., Ch. 41, Sec. 2: Officers and Employees of Cities, Towns and Districts: Establishment of New Board or Office; Effect; Increase or Decrease in Board Membership or Number of Officers

At their meeting on February 26, the BOS voted to place some articles on the warrant and to recommend favorable action to Town Meeting. With the Finance Committee having acted on financial articles at their February 27 meeting, the Selectmen also acted on those remaining articles. The article numbers and order were not finalized.

The Selectmen on the following articles to recommend favorable action to Town Meeting on the following articles.

ARTICLE 1: Budget Appropriations
The Finance & Advisory Committee recommended favorable action (5-0-0)
- *The Selectmen recommended favorable action 2-0-0*

ARTICLE 2: Use of Free Cash to Balance the Budget
The Finance & Advisory Committee recommended favorable action (5-0-0)
- *The Selectmen recommended favorable action 2-0-0*

ARTICLE 3: Hamilton Wenham Regional School District Operating Override (#1)
The Finance & Advisory Committee recommended favorable action (5-0-0)

- *The Selectmen recommended favorable action. The motion failed 0-2-0.*

The Selectmen did not vote to recommend favorable action.

Under Discussion: Ms. Harrison noted her concern that no information was provided by the HWRSD on what would be cut from the budget without this override making the override difficult to support.

ARTICLE 4: HWRSD Operating Override (#2) (for OPEB and School Resource Officer)
The combined amount for these two items is $116,119.

The Finance & Advisory Committee recommended favorable action. The motion failed (1-4-0)
The Finance & Advisory Committee did not vote to recommend favorable action.

- *The Selectmen recommended favorable action. The motion failed 0-2-0.*

The Selectmen did not vote to recommend favorable action.

The plan is to increase the OPEB contribution $250,000 annually year over year for 5 years; this is not considered affordable for the Town of Wenham.

*Articles Previously voted February 26.

*ARTICLE 5: Cemetery and Other Trust Funds
The Selectmen recommended favorable action 3-0-0
The Finance & Advisory Committee recommended favorable action (5-0-0)

*ARTICLE 6: Cemetery Maintenance Fund ($7500)
The Selectmen recommended favorable action 2-0-0
The Finance & Advisory Committee recommended favorable action (5-0-0)

*ARTICLE 7: Road Work – Chapter 90 Funding
The Finance & Advisory Committee unanimously recommend favorable action to Town Meeting (5-0-0)
Recommendation of the Board of Selectmen: Favorable Action (3-0-0)

*ARTICLE 8: Transfer from Water Operating Budget to Water Capital Reserve Fund
The Finance & Advisory Committee unanimously recommend favorable action to Town Meeting (5-0-0)
Recommendation of the Board of Selectmen: Favorable Action (3-0-0)

*ARTICLE 9: Transfer from Water Department Undesignated Fund Balance Surplus to FY19 Water Department Operating Expense
The Finance & Advisory Committee unanimously recommend favorable action to Town Meeting (5-0-0)
Recommendation of the Board of Selectmen: Favorable Action (3-0-0)

*ARTICLE 10: Amend Veterans Property Tax Work-Off Program
The Finance & Advisory Committee unanimously recommend favorable action to Town Meeting (5-0-0)
Recommendation of the Board of Selectmen: Favorable Action (3-0-0)

*ARTICLE 11: Bylaw Amendment: Iron Rail Rental Revolving Fund
The Finance & Advisory Committee unanimously recommend favorable action to Town Meeting (5-0-0)

- *The BOS voted to recommend favorable action to Town Meeting 2-0-0*

The agenda was taken out of order with consent and the discussion/vote on Article 12 was deferred to later in the meeting.

The Chair recommended skipping over Article 12 at this time and that it be discussed later tonight or at the meeting tomorrow night. ARTICLE 12: CPA Appropriations -

Mr. Lombardi suggested the BOS proceed in the order of priority noting some articles although are important are not urgent and may be held for a special town meeting for next year's annual Town Meeting.
Due to the uncertainty of those articles to be placed on the warrant the following articles were not numbered, only referenced.

ARTICLE : Bylaw Amendment: Historic District Commission / Historical Commission
The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.
The Selectmen deferred their vote to recommend.

Under Discussion: Mr. Lombardi explained the end result of the proposed bylaw that as initially drafted to separate the duties and responsibilities o the HDC and the HC and to add ability to enforce and have a local appeal process. The current "local appeal" is to the Regional MAPC at a cost of $1500 to start an appeal.
The HDC voted to support the modified reduced scope bylaw amendment to clarify the rolls and responsibilities of the HDC from the HC. Section 1 does not reference the Historic District and Ms. Harrison requested it be added.
Ms. Bresnahan spoke on the clarity of having Section 1 separate from Section 2 is to allow for other historic districts to be created in town and fall under this same bylaw.
Ms. Harrison referenced section 3 that states the WVIS may submit nominees for membership.

ARTICLE : Acceptance of Settlers Lane as a Public Way
This development is complete and this request was too late to be on the 2018 warrant. All requirements have been met.

- *The Selectmen unanimously voted to place this Article on the April 6, 2019 Annual Town Meeting Warrant.*
- *The BOS voted to recommend favorable action to Town Meeting 2-0-0*

(Article: Bylaw Amendment: Reduction in Number of Conservation Commission Members from 7 to 5)

- *The motion to place this article on the 2019 Annual Town Meeting Warrant failed. 2-0-0*

This article was not put on the warrant.

Under Discussion: The Conservation Commission may have a membership of 3 to 7 members.
One member has not been in attendance for more than a calendar year and the Commissioner requested to reduce the membership of the Conservation Commission to 5.
After a lengthy discussion Ms. Harrison supported that the BOS, the appointing body, try and recruit other members before making a permanent change.

Article : Bylaw Amendment: Penalties

- *The Selectmen voted to place this article on the Town Meeting Warrant 2-0-0*
- *The BOS voted to recommend favorable action to Town Meeting 2-0-0*

Under Discussion: There are a number of bylaws that do not have a way for the Town to institute penalties for violations, this article provides ability to enforce the bylaw and for residents to appeal a fine.

(Article: Bylaw Amendment: Certain Acts Prohibited "Snow, Ice and Water onto or Across Public Property")

- *The motion to place this article on the 2019 Annual Town Meeting Warrant failed. 2-0-0*

This article was not put on the warrant.

Under Discussion: This is an amendment to an existing bylaw. There is no proposed alternative for those that need to pump out their basements and water into public ways icing up is only limited to specific times of year. This article was not ready for Town Meeting.

ARTICLE : Bylaw Amendment: New Associate Planning Board Member

- *The Selectmen voted to place this article on the Town Meeting Warrant 2-0-0*

The Board will take a position at tomorrow night's meeting based on the language from Town Counsel.

Under Discussion: This article applies only for when the Planning Board is acting on a Special Permit granting authority; this is an appointed position.

ARTICLE : Zoning Bylaw Amendment: Site Plan Review Applicability
The Selectmen voted to place this article on the Town Meeting Warrant 2-0-0
The BOS voted to recommend favorable action to Town Meeting 2-0-0

Under Discussion: This is a reference in the bylaw pointing to the Planning Board Regulations.

ARTICLE : Zoning Bylaw Amendment: Signs

- *The Selectmen voted to place this article on the Town Meeting Warrant 2-0-0*
- *The BOS voted to recommend favorable action to Town Meeting 2-0-0*

Under Discussion: Ms. Harrison asked that the phrase "public way" be defined. The public way is considered roads and sidewalks. The BOS has discretion in these areas under the Town Bylaw section 7.2 a & b and 7.3 of temporary noncommercial signs the type, size, number location, duration of a sign.

After a lengthy discussion the remaining articles were deferred and no action was taken to place them on the 2019 Annual Town Meeting Warrant with the objective to consider a special town meeting:
Article: Zoning Bylaw Amendment: Small and Medium Ground Mounted Solar Photovoltaic Installations
Article: Zoning Bylaw Amendment: Amend Section 4.0 Table of Use Regulations
Article: Zoning Bylaw Amendment: Section 2.2 Definitions
Article: Zoning Bylaw Amendment: Section 4.2 Principle Uses
Article: Zoning Bylaw Amendment: Amend Section 4.3.6.3 Parking & Storage of commercial or recreational vehicles
Article: Zoning Bylaw Amendment: Site Plan Review Applicability

ARTICLE 12: CPA Appropriations
Article 12 consisted of separate motions for each required transfer and grant application recommended to Town Meeting by the Community Preservation Committee.
The BOS voted at the February 26 meeting to place the motions, with the exception of Harborlight, on the Town Meeting Warrant, however, the Board did not make a recommendation for Town Meeting on the grant requests.

1. **Move that the Town vote to transfer** from the Community Preservation Fund 2019 estimated annual revenues the additional sum

The CPC recommended 9-0-0
The Finance & Advisory Committee unanimously recommend favorable action to Town Meeting 5-0-0

- *The BOS voted to recommend favorable action to Town Meeting 2-0-0*

2. **Move that the Town vote to transfer** from the Community Preservation Fund FY 2020 estimated annual revenue the total sum of $119,490.

The CPC recommended 9-0-0
The Finance & Advisory Committee unanimously recommend favorable action to Town Meeting 5-0-0

- *The BOS voted to recommend favorable action to Town Meeting 2-0-0*

*With the discussion regarding the Harborlight motion anticipated to be lengthy, this motion was held to the end of the meeting.

3. **Harborlight (Maple Woods) - $750,000**

The CPC recommended 8-1-0
The Finance & Advisory Committee unanimously voted to make a recommendation on Town Meeting floor 5-0-0

4. **Town Hall Debt - $126,100**

CPC recommended 9-0-0
The Finance & Advisory Committee unanimously recommend favorable action to Town Meeting 5-0-0

- *The BOS voted to recommend favorable action to Town Meeting 2-0-0*

5. **Habitat for Humanity - $60,000**

The CPC recommended 5-4-0
The Finance & Advisory Committee unanimously recommend favorable action to Town Meeting 5-0-0

- *The BOS voted to recommend favorable action to Town Meeting 2-0-0*

Under Discussion: Mr. Clemenzi cited that this organization has already been granted funding from the Town and there are other projects in the future.
Ms. Harrison responded as the BOS representative on the Affordable Housing Trust, that this project is congruent with the Affordable Housing Trust Plan that was approved by the BOS. The funding of $230,000 from the AHT was for the acquisition of the land and the $60,000 would be for the construction of the two units.
The federal funding sources determine the extent of local support for affordable housing projects when considering applications; this would be the same for both Habitat for Humanity and Harborlight.
The Hull Street project is anticipated to begin in the spring.

6. **Community House - $50,000**

CPC Recommended 9-0-0
The Finance & Advisory Committee unanimously recommend favorable action to Town Meeting 5-0-0

Under Discussion: It is the intention of the BOS that the language mirror the Town of Hamilton's that the project must begin by July 1, 2020. The amended motion was not ready and **no action was taken at this time**.

7. **Open Space Trail Map - $6,000**

CPC Recommended 9-0-0
The Finance & Advisory Committee unanimously recommend favorable action to Town Meeting 5-0-0

- *The BOS voted to recommend favorable action to Town Meeting 2-0-0*

8. **Wenham Lake Cedar Street (granite) Bench- $1,200**

CPC Recommended 9-0-0
The Finance & Advisory Committee unanimously recommend favorable action to Town Meeting 5-0-0

- *The BOS voted to recommend favorable action to Town Meeting 2-0-0*

***Harborlight (Maple Woods) - $750,000**

The CPC recommended 8-1-0

The Finance & Advisory Committee unanimously voted to make a recommendation on Town Meeting floor 5-0-0

- *The Selectmen voted to place this article on the Town Meeting Warrant as amended and presented at this meeting 2-0-0*
- *The Selectmen voted to recommend favorable action to Town Meeting 1-1-0*

This vote was not unanimous.

Under Discussion:
Ms. Harrison reviewed there was a lot of discussion regarding the addition of contingencies to protect the Town as there are a lot of variables related to the project.
The first four Contingencies included in the article were originated from the CPC.
The BOS introduced 4 additional contingencies that have now been reviewed by Town Counsel.
Town Counsel recommended the contingency language set forth by the BOS regarding the Right of First Refusal not be included in the contingencies with the comment that by not doing so the town does not wave their right of first refusal. This contingency was stricken.
5. Acquisition cost must be consistent with 40B regulations, Town Counsel confirmed the DHCD must approve the developers application. The DHCD hires an independent appraiser to determine the market value of the property "as is", of which those acquisition costs along with carrying costs the purchase price for the land may not exceed.
6. Building Permit must be applied for and received right before the year mark to maximize the town's protection from unfriendly 40b developments
7. The grant award would sunset 3 years after the comprehensive permit was issued by the ZBA, if COO had not been issued at this time allowing discretion to the Board to extend the deadline.

Ms. Harrison stated she is not in favor of this article noting the mediation occurred in January and a settlement agreement has not been finalized therefore the project is still in litigation. She would also not recommend an article in which she was uncertain of what the project even was and one that had so many contingencies.
Mr. Clemenzi observed the court process held this up and hoped it would be ready for Town Meeting to help meet affordable housing responsibilities to provide a place to live for (Wenham) seniors.

The Board will further discuss the order of the articles during their meeting tomorrow evening.

- Vote to Close the Town Meeting Warrant

Vote: Mr. Clemenzi moved to close the April 6, 2019 Annual Town Meeting Warrant and it was unanimous to do so.

Adjournment – *The Selectmen unanimously adjourned at 9:26 pm.*

Respectfully Submitted By
Catherine Tinsley
4.5.19

Draft. JW

TOWN OF WENHAM
Board of Selectmen
Meeting of March 15, 2019
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Friday March 15, 2019 at 11 am in the Selectmen Chambers.

The Town of Wenham has a three-member Board of Selectmen elected for three-year terms with one seat up for election each year. Jack Wilhelm (2019) Catherine Harrison (2020); John Clemenzi (2021)
The Board of Selectmen serve as the chief executive body of the Town. The board's duties include in part appointing the Town Administrator and other board/committee members, developing goals and policies, preparing the town report, the annual budget, and presenting the warrant for Town Meeting.
The Board typically meets the first and third Tuesday of each month at 6:30 pm in Town Hall. The BOS meetings are posted on the Town calendar. All meetings are open to the public and may be viewed on local cable channels, HWCAM.org or You Tube HWCAM

Call to Order - With a quorum present, Ms. Harrison called the BOS meeting to order at 11 am
Selectmen present: Catherine Harrison, Chair; John Clemenzi, Vice Chair; Jack Wilhelm, Clerk
Also present: Catherine Tinsley, Recording Secretary
John Petrin, Interim Town Administrator, Candidate

• Executive Session - Interim Town Administrator

Vote: Ms. Harrison moved to enter into Executive Session under M.G.L. Ch. 30A, § 21 (3) To discuss strategy with respect to collective bargaining or litigation if the chair declares that an open meeting may have a detrimental effect on the bargaining or litigation position of the Town, regarding the contract negotiations with the Interim Town Administrator, and not to return to open session but to adjourn directly from executive session. The motion carried unanimously by roll call vote.

Respectfully Submitted By
Catherine Tinsley
3.15.19

DRAFT (CAH)

TOWN OF WENHAM
Board of Selectmen
Meeting of May 28, 2019
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Tuesday, May 28 at 1:00 pm in the Selectmen Chambers.

Welcome & Call to Order
With a quorum present, Mr. Wilhelm called the BOS meeting to order at 1:00 pm
Selectmen present: Jack Wilhelm, Chair (2022); Catherine Harrison, Clerk (2020)
Also present: John Petrin, Interim Town Administrator

One-Day Liquor License Request, Rosa Peguero, Oh Jolie Catering, Baby Shower at First Church in Wenham, 1 Arbor Street, Saturday, June 1, 2019, 12:00pm – 1:00pm

- One Day Liquor License Application
- Certificate of Insurance Rosa Neto DBA Oh Jolie Catering
- Serve Safe Certification for Rosa Neto Peguero
- Check for $100
- Recommendation Email from K. DiNapoli, Police Captain
- Recommendation Email from J. Baxter, Fire Captain
- Recommendation Email from J. Bresnahan, Permitting & Special Projects Manager

Vote: Ms. Harrison moved the BOS approve a One Day All Alcohol Beverages Liquor License for Rosa Peguero for the Baby Shower to be held at The First Church in Wenham, 1 Arbor Street, Saturday, June 1, 2019 from 12:00 pm – 1:00 pm. The motion carried unanimously.

The BOS unanimously adjourned at 1:05 pm.

Respectfully Submitted By
Nicci Roebuck
06.19.19

NEW BUSINESS
D.
Appointments
(10 minutes)

- Burial Agent: William E. Wildes
  - Draft Motion
  - Letter from Gary Cheeseman, Cemetery Commission Chair

- Election Officers: Judith H. Bubriski, Joseph P. Cavanagh, Julie M. Clay, Karen M. D'Amour, Juliana F. Dodge, Laurie A. Erhard, Jr., Alice Fuller, Melanie A. Giacalone, Dorothy A. Goudie, Susan Herrick, Peter A. Hersee, Diana E. Lang, Mardi Lowery, Patricia M. Lucy, Donald F. Luxton, Joanne B. Maestranzi, Paul E. Mendonca, Patricia K. Purdy, Stephanie B. Quinn, Evelyn M. Simpson, Lauren M. Swartz, Thomas Tanous, Teresa A. Von Staats, Maureen Whitman, Roberta Wilson, William J. Wilson, III
  - Draft Motion
  - Email from Dianne Bucco, Town Clerk

BOARD OF SELECTMEN MEETING
July 9, 2019

DRAFT MOTION

Burial Agent Appointment
William E. Wildes

- Vote: I move to appoint William E. Wildes for a one (1) year term beginning on July 1, 2019 and ending June 30, 2020.

Seconded / Discussion/ Vote

Town of Wenham
Cemetery Commission
138 Main Street
Wenham, MA 01984

TEL: 978-468-5520 X 6 FAX: 978-468-8014

03 July 2019

To: Wenham Board of Selectmen

The Commissioners of the Wenham Cemetery Commission strongly endorse the appointment of Mr. William Wildes to the position of Burial Agent for the Town of Wenham for FY20.

Harriet Davis
Commissioner

William Wilson
Commissioner

Gary Cheeseman
Commissioner

BOARD OF SELECTMEN MEETING
July 9, 2019

DRAFT MOTION
Election Officer Appointments

- Vote: I move to appoint Judith H. Bubriski, Joseph P. Cavanagh, Julie M. Clay, Karen M. D'Amour, Juliana F. Dodge, Laurie A. Erhard, John W. Erhard, Jr., Alice Fuller, Melanie A. Giacalone, Dorothy A. Goudie, Susan Herrick, Peter A. Hersee, Diana E. Lang, Mardi Lowery, Patricia M. Lucy, Donald F. Luxton, Joanne B. Maestranzi, Paul E. Mendonca, Patricia K. Purdy, Stephanie B. Quinn, Evelyn M. Simpson, Lauren M. Swartz, Thomas Tanous, Teresa A. Von Staats, Maureen Whitman, Roberta Wilson,William J. Wilson, III as Election Officers for a (1) year term beginning September 1, 2019 and ending August 31, 2020.

Seconded / Discussion/ Vote

Nicole Roebuck

From: Dianne Bucco
Sent: Tuesday, June 04, 2019 4:45 PM
To: Nicole Roebuck
Cc: Town Administrator
Subject: RE: Election officers ready for appointment before September
Attachments: EO's 2019Updated.xlsx

Perfect.
BUT I sent the wrong list so ignore this email and save this new one that says updated!

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

From: Nicole Roebuck
Sent: Tuesday, June 04, 2019 4:43 PM
To: Dianne Bucco
Cc: Town Administrator
Subject: RE: Election officers ready for appointment before September

Thanks Dianne,

We'll have many Board & Committee appointments at the June 18th meeting. Since the Election Officer terms expire at the end of August, we'll either include them on the June 18th agenda or a July agenda (depending on agenda load). I'll keep you posted.

Nicci

Nicci Roebuck
Executive Assistant
Town Administrator's Office

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

From: Dianne Bucco
Sent: Tuesday, June 04, 2019 4:41 PM
To: Nicole Roebuck
Cc: Town Administrator
Subject: Election officers ready for appointment before September

The list is attached.
Please let me know when they will be on the agenda so I can let them know.

Judith	H	Bubriski	j2bubriski@aol.com
eph	P	Cavanaugh	jcavanau@santander.us
Julie	M	Clay	Julie.clay@comcast.net
Karen	M	Damour	kmdamour@yahoo.com
Juliana	F	Dodge	wdodge@comcast.net
Laurie	A	Erhard	jlerhard@verizon.net
John	W	Erhard, Jr	
Alice		Fuller	alicemfuller@gmail.com
Melanie	A	Giacalone	mgiacalone@comcast.net
Dorothy	A	Goudie	dgoudie@jbarrettrealty.com
Susan		Herrick	susan52herrick01@gmail.com
Peter	A	Hersee	phersee@aol.com
Diana	E	Lang	ghostwriter43@verizon.net
Mardi		Lowery	mblowery@comcast.net
Patricia	M	Lucy	lucypat4@gmail.com
Donald	F	Luxton	pmr01984@verizon.net
Joanne	B	Maestranzi	jmaestranzi@hotmail.com
Paul	E	Mendonca	paul.e.mendonca@gmail.com
Patricia	K	Purdy	Patricia18kelley@gmail.com
Stephanie	B	Quinn	resbq@verizon.net
Evelyn	M	Simpson	evelynsimpson@comcast.net
Lauren	M	Swartz	lds216@gmail.com
mas		Tanous	ttnous@aol.com
eresa	A	Von Staats	tvonstaats@comcast.net
Maureen		Whitman	mm.whitman@verizon.net
Roberta		Wilson	rwilson43@comcast.net
William	J	Wilson III	wjwilson43@comcast.net

NEW BUSINESS
E.
Approval of Agreement between the Town of Wenham and Town Administrator
(5 minutes)

- Draft Motion

BOARD OF SELECTMEN MEETING
July 9, 2019

DRAFT MOTION

Town Administrator Contract

- Vote: I move to approve an employment agreement with Anthony M. Ansaldi, Jr. to serve as the Town Administrator for a 3 year term commencing _____ and ending June 30, 2022, at a starting annual salary of $_____ pending a background check.

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING
July 9, 2019

NEW BUSINESS
F.
Year End Appropriation Transfer Requests
(10 minutes)

- Draft Motion
- FY19 Appropriation Transfer Requests - Placeholder

CH

BOARD OF SELECTMEN MEETING
July 9, 2019

DRAFT MOTION

FY19 Year-End Appropriation Transfers

- Vote: I move to approve the attached list of appropriation transfers totaling _____ for the fiscal year ending June 30, 2019 presented by the Finance Director, as provided for under Massachusetts General Laws.

Seconded / Discussion/ Vote

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

MEMORANDUM

TO:	Wenham Finance & Advisory Committee/Wenham Board of Selectmen
FROM:	Patricia Moore, Finance Director
RE:	Year –End Appropriation Transfers pursuant to MGL Chapter 44, Section 33B
DATE:	July 8, 2019

Please see attached report for year-end appropriation transfer requests pursuant to MGL Chapter 44, Section 33B. The law reads, in part:

"A town may, by majority vote at any meeting duly held, transfer any amount previously appropriated to any other use authorized by law. Alternatively, the selectmen, with the concurrence of the finance committee or other entity established under section 16 of chapter 39, may transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation."

Summary
Fiscal Year 2019 has presented numerous challenges as we work to close out the fiscal year in the next few weeks. There were many unforeseen items that put pressure on the spending plan and resulted in the attached transfers. There are several items of note:

DEFICITS

1. The Reserve Fund of $125,000 was completely expended during the fiscal year.
2. Retirements put enormous pressure on the budget as we paid out approximately $57K in unbudgeted sick time buyout.
3. A switch from the GIC to Harvard for employee health insurance resulted in many employees choosing the more expensive option, driving up those costs
4. An unanticipated retirement and resignations in the Police Department, as well as Academy Fees and other associated expenses with backfilling shifts put tremendous pressure on the Police budget.
5. Legal Fees were extraordinary in FY19, totaling over $112K, against an original budget of $55K. The Legal Fee line was the recipient of a $40K Reserve Fund Transfer late in the fiscal year.
6. Refuse Expense continues to run over budget and is a habitual recipient of Reserve Fund Transfers over the years. This year, there was no Reserve Fund remaining to cover the deficit.
7. The Highway Department experienced additional staff costs for an early retirement and the replacement of that position.

SURPLUSES

1. Fire Department incident rates were down, resulting in savings in salary costs.
2. Permitting Salary costs were down as the Joint Program did not begin in earnest until late September.
3. Some savings in Town Administrator Salaries due to turnover.
4. Snow & Ice experienced savings due to the relatively uneventful winter.

Finally, in early April a spending freeze was implemented and Department Heads were asked to keep all non-critical spending to a minimum. Due to the cooperative efforts of all the departments, we will bring the General Fund to a close with a small surplus in FY19.

FY19 YEAR END APPROPRIATION TRANSFERS					
Dept #	Account Number	Account Name	Transfer From	Transfer To	Reason
240	01-240-5100-0000	Permitting Salary & Wages	$ 22,000.00		Partial Year Operation
423	01-423-5100-0000	Snow/Ice Salary & Wages	$ 8,200.00		Event-driven
423	01-423-5200-0000	Snow/Ice Expenses	$ 8,200.00		Event-driven
123	01-123-5100-0000	Town Administrator Salary/Wages	$ 6,000.00		Staff Turnover
161	01-161-5200-0000	Town Clerk Expenses	$ 800.00		
433	01-433-5300-0000	Refuse Collection		$ 19,000.00	Reserve Fund Use Annually
422	01-422-5100-0000	Highway Salaries & Wages		$ 26,200.00	Sick time and new employee replacement
199	01-199-5100-0000	Iron Rail Salaries & Wages	$ 6,000.00		Switch from in-house to contract cleaning
199	01-199-5200-0000	Iron Rail Expenses		$ 6,000.00	
220	01-220-5110-0000	Fire On-Call Wages	$ 35,000.00		Event-driven
220	01-220-5200-0000	Fire Expenses	$ 3,600.00		
210	01-210-5200-0000	Police Expenses		$ 10,000.00	Costs for Academy Training & Supplies
151	01-151-5220-0000	Legal Expense		$ 18,000.00	
424	01-424-5200-0000	Street Lighting		$ 6,000.00	
210	01-210-5100-0000	Police Salary & Wages		$ 1,000.00	Offset by Animal Control Budget.
160	01-160-5100-0000	Town Hall Salary & Wages		$ 1,600.00	Additional hours for minute taker
294	01-294-5200-0000	Tree Warden Expenses		$ 100.00	
491	01-491-5100-0000	Cemetery Salary & Wages		$ 100.00	
171	01-171-5200-0000	Land Use Expenses		$ 1,000.00	
141	01-141-5200-0000	Assessing Expenses		$ 800.00	
161	01-161-5100-0000	Town Clerk Salary & Wage	$ 2,000.00		
220	01-220-5100-0000	Fire Salary & Wage	$ 20,000.00		
155	01-155-5800-0000	Information Technology Capital		$ 22,000.00	Encumbrance for new critical technology.
914	01-914-5220-0000	Unemployment	$ 7,000.00		
911	01-911-5200-0000	Retirement	$ 13,845.00		Early payment resulted in discount.
945	01-945-5200-0000	General Insurance	$ 1,500.00		
691	01-691-5200-0000	Historic Commission	$ 120.00		
170	01-170-5100-0000	Land Use Salary & Wages	$ 4,085.00		
914	01-914-5200-0000	Employee Benefits		$ 25,000.00	Swich to richer, more costly plans from GIC
916	01-916-5200-0000	FICA Medicare		$ 1,000.00	
840	01-840-5200-0000	ECO Retirement		$ 550.00	
149	01-149-5100-0000	Finance Salary & Wages	$ 7,000.00		Interim Treasurer/TC paid out of expenses
149	01-149-5200-0000	Finance Expenses		$ 7,000.00	Interim Treasurer/TC
640	01-640-5200-0000	Joint Recreation	$ 8,400.00		Overbudgeted for Pool Expense Assessment
620	01-620-5100-0010	Library Support Staff Wages	$ 11,000.00		
620	01-620-5100-0008	Library Tech Services Salary	$ 2,975.00		Retiree vs. New Hire Pay
620	01-620-5100-0001	Library Director Salary		$ 22,000.00	Sick buy out retiree
620	01-620-5100-0004	Library Young Adult Salary		$ 100.00	
620	01-620-5100-0002	Library Head Reference Salary		$ 100.00	
620	01-620-5100-0005	Library Childrens		$ 125.00	
620	01-620-5100-0011	Library Circulation Salary		$ 25.00	
620	01-620-5100-0007	Library Admin Librarian Salary		$ 25.00	
161	01-161-5100-0000	Town Clerk Salary & Wage	$ 2,000.00		
192	01-192-5100-0000	Facilities Salary & Wages	$ 2,000.00		Open Manager Position
640	01-640-5200-0000	Joint Recreation Expense	$ 3,400.00		Overbudgeted for Pool Expense Assessment
160	01-160-5200-0000	Town Hall Expense		$ 7,400.00	
450	29-450-5800-0000	Water Capital	$ 1,000.00		
450	49-450-5100-0000	Water Salary & Expenses		$ 1,000.00	
			$ 176,125.00	**$ 176,125.00**	

NEW BUSINESS
G.
Update on Facilities Manager Position
(5 minutes)

- Verbal update from John Petrin, Interim Town Administrator

BOARD OF SELECTMEN MEETING
July 9, 2019

NEW BUSINESS
H.
Review & Potential Approval of Fire Department Reorganization
(15 minutes)

- Draft Motion
- Memo from John Petrin, Interim Town Administrator, July 6, 2019

JW

BOARD OF SELECTMEN MEETING
July 9, 2019

DRAFT MOTION

Fire Department Reorganization

- Vote: I move to approve the proposed reorganization of the Wenham Fire Department as outlined by the Interim Town Administrator.

Seconded / Discussion/ Vote

Wenham Fire Department Reorganization

John Petrin, Interim Town Administrator

July 6, 2019

The Board is aware that the Wenham Fire Department is requesting a reorganization of the command structure. This request was made several months ago and was put on hold as the discussion relative to the extension of the Fire Chief's contract needed to occur as well as the transition from the prior Town Administrator to the current Interim Town Administrator.

With the Fire Chief's contract being settled at this time, I met with Fire Chief Steven Kavanagh and Captain Dan Sullivan to discuss the structure and reorganization. Captain Jeff Baxter was supposed to participate but had a last-minute family emergency to attend to.

The current structure of the Department is as follows:

Chief	1	Full-Time	Built into Pay
Deputy Chief	1	Call	$9,012 Stipend
Captain – Inspector	1	Full-Time	Built into Pay
Captain	1	Call	$5,176
Lieutenant	4	Call	$3,250
Lieutenant	1	Full-Time	$3,150

There are 9 command officers within the current structure. The position of Deputy Chief was not filled when Chief Kavanagh was promoted. There is currently one open Lieutenant's position that has not been filled. Thus, the Department is currently operating at 7 officers.

Lieutenants currently act as company officers. Typically, a lieutenant is assigned to command 3-4 firefighters at any scene. These companies are assigned various tasks during a fire incident. The lieutenant leads these groups to assure that tasks are properly completed in a safe manner. Upon completion. Lieutenants make sure that the equipment is maintained and in good order. They are the first line with the chain of command. Captains and deputy chiefs provide administrative oversight of the Department. The Captains has typically been in charge of training in addition to their administrative tasks. The deputy chief is the executive officer who handles personnel matters and assists the chief in all aspect.

The proposed structure of the Department is as follows:

Chief	1	Full-Time	Built into Pay
Deputy Chief	1	Call	$7,000 Stipend
Deputy Chief – Inspector	1	Full-Time	Built into Pay
Captain	1	Call	$4,275
Lieutenant	4	Call	$3,250
Lieutenant	1	Full-Time	$3,150

The new structure maintains a command staff of 9. The cost of the current structure for stipends is $35,502. The cost under the proposed structure is $34,425. There is a small savings in pay changes being proposed for deputy chiefs and captain. There are no changes being proposed to the number of lieutenants or their pay. The members of the Department were quite aware of the financial impact and wanted to make sure that they took this in consideration. They truly believe in the restructuring of the Department so they made sure that it would not affect the budget as approved.

With the positive impacts of incorporating the ambulance operation to the Department, income has been increased. The Department has also done a commendable job in implementing the recruitment program and has ensured that they are maintaining their capacity to respond as well as slowly growing the number of available personnel. With that, demand has increased on the paperwork and reporting aspects, particularly with the ambulance and with the changes needed in central dispatch. More and more, command staff must be on top of reports and operations. We have some senior people who have been with the Department for many years competing for promotions.

The Department has prepared the necessary job descriptions for the positions. I have reviewed these descriptions and they are reasonable and address the essential functions and supervision needed. With the stipends being proposed, I believe that the Department has addressed the paperwork needed to proceed with a reorganization decision.

At this time, I am prepared to recommend that the Board of Selectmen approve the reorganization plans as proposed above. There are no changes being proposed for the lieutenant positions. The basic change would be having two (2) deputy chiefs and one (1) captain versus one (1) deputy chief and two (2) captains. With the personnel that Wenham currently has, this decision makes sense. This can always be changed in the future if personnel change over. You have two long-time captains, one call and one full-time, who have earned the respect they have. To promote these two candidates to the position of deputy chief means that Wenham will be well-served in this capacity. With their knowledge base and commitment, I truly believe that Wenham Fire Department will have two assistant department heads that will ensure that we handle the full-time needs as well as maintain the core of a call department.

NEW BUSINESS

I.

Approval of Agreement between the Town of Wenham and Jeff Baxter

(10 minutes)

NEW BUSINESS
J.
Roadway Restoration Services Contract
(10 minutes)

- Draft Motion
- Roadway Restoration Services proposed contract between the Town of Wenham and Bitcon Corporation

BOARD OF SELECTMEN MEETING
July 9, 2019

DRAFT MOTION

Roadway Restoration Services Contract

- Vote: I move to approve the proposed contract between the Town of Wenham and Bitcon Corporation as presented for Roadway Restoration Services.

Seconded / Discussion/ Vote

Bond#08BCSID8557

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we BitCon Corporation a Massachusetts Company hereinafter called "Principal" and Hartford Casualty Insurance Company of Indiana, Commonwealth of Indiana, hereinafter called "Surety", are held and firmly bound unto the Town of Wenham, Massachusetts, 138 Main Street, Wenham, MA 01984 hereinafter called OWNER, in the penal sum of One Hundred and Forty Six Thousand and Fifty dollars ($ 146,050.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 1st day of July, 2019, a copy of which is hereto attached and made part hereof for:

Roadway Restoration Services, Contract 20-001

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the CONTRACT DOCUMENTS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the CONTRACT DOCUMENTS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary thereunder, whose claim may be unsatisfied.

IN WITNESS, WHEREOF, this instrument is executed in SIX (6) counterparts, each one of which shall be deemed an original, this the 1st day of July, 2019.

ATTEST:

Marilyn C. Knowles
(Principal Secretary)

(Seal)

Daniel Tracey
(Witness as to Principal)

18 Popes Lane, Danvers, MA 01923
(Address)

BitCon Corporation
(Principal)

By Philip Knowles (s)
Philip Knowles, President

18 Popes Lane, Danvers, MA 01923
(Address)

Hartford Casualty Insurance Company
(Surety)

ATTEST:

(Surety) Secretary

(Seal)

(Witness as to Surety)

16 South Main Street
(Address)

Topsfield, MA 01983

By (Attorney-in-Fact) Stephen P. Gill

16 South Main Street
(Address)

Topsfield, MA 01983

Note: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: CROSS INSURANCE-WAKEFIELD INC
Agency Code: 08-083460

- [ ] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [x] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Stephen P. Gill
of Wakefield, Massachusetts,
its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 08BCSID8557
Naming BitCon Corporation as Principal,
and Town of Wenham as Obligee,
in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 1, 2019.
Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

Bond#08BCSID8557

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that we BitCon Corporation a Massachusetts Company hereinafter called "Principal" and Hartford Casualty Insurance Company of Indiana, Commonwealth of Indiana, hereinafter called "Surety", are held and firmly bound unto the Town of Wenham, Massachusetts, 138 Main Street, Wenham, MA 01984 hereinafter called OWNER, in the penal sum of One Hundred and Forty Six Thousand and Fifty dollars ($ 146,050.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 1st day of July, 2019, a copy of which is hereto attached and made part hereof for:

Roadway Restoration Services, Contract 20-001

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK, and all insurance premiums on said WORK, and for all labor performed inn such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the CONTRACT DOCUMENTS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the CONTRACT DOCUMENTS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary thereunder, whose claim may be unsatisfied.

IN WITNESS, WHEREOF, this instrument is executed in SIX (6) counterparts, each one of which shall be deemed an original, this the 1st day of July, 2019.

ATTEST:

BitCon Corporation
(Principal)

Marilyn C. Knowles
(Principal Secretary)

By

(s)
Philip Knowles, President

(Seal)

(Witness as to Principal)

18 Popes Lane, Danvers, MA 01923
(Address)

18 Popes Lane, Danvers, MA 01923
(Address)

Hartford Casualty Insurance Company
(Surety)

ATTEST:

(Surety) Secretary

(Seal)

(Witness as to Surety)

By

(Attorney-in-Fact) Stephen P. Gill

16 South Main Street
(Address)

Topsfield, MA 01983

16 South Main Street
(Address)

Topsfield, MA 01983

Note: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: CROSS INSURANCE-WAKEFIELD INC
Agency Code: 08-083460

- [ ] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [x] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Stephen P. Gill
of Wakefield, Massachusetts,
its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 08BCSID8557
Naming BitCon Corporation as Principal,
and Town of Wenham as Obligee,
in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 1, 2019.
Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2019

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

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

PRODUCER
Cross Insurance-Wakefield
401 Edgewater Place Suite 220
Wakefield MA 01880

CONTACT NAME: Stephen Gill
PHONE (A/C, No, Ext): (781)914-1000 FAX (A/C, No): (781)224-5777
E-MAIL ADDRESS: sgill@sennottinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Employers Mutual Casualty Co	21415
INSURER B: QBE Specialty Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BitCon Corporation
18 Popes Lane
Danvers MA 01923

COVERAGES CERTIFICATE NUMBER: 18-19 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X		5D91817	8/19/2018	8/19/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / X SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			5291817	8/19/2018	8/19/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 5,000			5J91817	8/19/2018	8/19/2019	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5H91817	8/19/2018	8/19/2019	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Excess Liability			MQSX00006151-00	8/19/2018	8/19/2019	Each Occurrence Limit	$5,000,000
							Aggregate Limit	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract 20-001 Roadway Restoration Services, Wenham, MA.

Town of Wenham is additional insured per written contract.

CERTIFICATE HOLDER

Town of Wenham
138 Main Street
Wenham, MA 01984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Peter Sennott/SGL

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BitCon Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
18 Popes Lane

Requester's name and address (optional)

6 City, state, and ZIP code
Danvers, MA 01923

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
0 4 - 3 2 3 9 3 4 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7/2/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AGREEMENT

TOWN OF WENHAM
ROADWAY RESTORATION SERVICES

CONTRACT NO. 20-001

THIS AGREEMENT, is executed this _____day of _____ in the year Two Thousand and Nineteen (herein referred to as the "AGREEMENT") by and between the Town of Wenham, Massachusetts acting by and through its Town Administrator, duly authorized therefore, which acts herein solely for said Town of Wenham, Massachusetts and without personal liability to itself, party of the first part, and **Bit Con Corporation**, a corporation with a business address at **18 Popes Lane, Danvers, MA 01923**, party of the second part.

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

1. Definitions

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

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

14. ELEVATION - The figures given on the Drawings or in the other Contract Documents after the word "elevation" or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

15. ENGINEER - The person, firm or corporation duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives. When no Engineer is appointed, the Owner will act as the Engineer.

16. FIELD ORDER - A written order effecting a change on the WORK not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

17. OWNER - The party of the first part as above designated acting through its authorized agents.

18. PROJECT OR CONTRACT - The undertaking to be performed in the Contract Documents.

19. PROJECT REPRESENTATIVE - The authorized representative of the Owner who is assigned to the project site or any part thereof.

20. SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, descriptive literature and other data which are prepared by the Contractor, a Sub-contractor, Manufacturer, Supplier, or distributor which illustrate how specific portions of the Work shall be fabricated and/or installed.

21. SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanships.

22. SUBCONTRACTOR - An individual, firm or corporation, approved by the Owner and Engineer having a direct contract with the Contractor or with any other Sub-contractor for the performance of a part of the Work on the Project.

23. SUBSTANTIAL COMPLETION - That date as certified by the Engineer, through written notice to the Owner, when the construction of the Project or a specified part hereof is sufficiently completed in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it is intended.

24. SUPPLIER - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

25. WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

26. WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

2. The Contract Documents

A. The AGREEMENT, the INFORMATION FOR BIDDERS, the Contractor's BID as accepted by the Owner, the SPECIFICATIONS, the Drawings, and all Addenda and amendments to any of the foregoing collectively constitute the Contract Documents, and are sometimes herein referred to as the "Contract".

B. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the AGREEMENT and the provisions of any of the other Contract Documents, the provisions of the AGREEMENT shall prevail.

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

3. Obligations and Liability of Contractor

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

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

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

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

E. The Contractor shall indemnify and save harmless the Owner and the Engineer and their officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the Owner, the Engineer or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Engineer, his officers, agents, servants or employees, against any such damages occasioned solely by defects in maps, drawings, designs of specifications prepared, acquired or used by the Engineer and/or solely by the negligence or fault of the Engineer; and provided further, that the Contractor shall not be required to indemnify the Owner, his officers, agents, servants or employees, against any such damages occasioned solely by acts or omissions of the Owner other than supervisory acts or omissions of the Owner in the Work.

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

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

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

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

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

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

L. The Contractor shall promptly pay all federal, Commonwealth and local taxes which may be assessed against him in connection with the Work or his operations under the AGREEMENT and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

4. Authority of the Engineer

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

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

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

5. Supervision of Work

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

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

6. Insurance

A. Before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the AGREEMENT the Contractor shall procure and maintain insurance of the types specified in paragraphs D1 to D5, inclusive, below, and to the limits for this insurance specified in Table A at the end of this section. All insurance shall be obtained from companies satisfactory to the Owner.

B. Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

C. The Town of Wenham shall be named as an "additionally insured."

D. The following types of insurance shall be provided on all policies:

1. Worker's Compensation.
2. Contractor's Liability.
3. Certificates from the Contractor naming the Town of Wenham as additionally insured must be received by the Owner prior to initiating the work.
4. Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.
5. No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

7. Compliance with Laws

A. The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall at all times observe and comply with, and cause all his agents, with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Owner, its officers, agents,

servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

8. Provisions Required by Law Deemed Inserted

A. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

9. Permits

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

10. Not to Sublet or Assign

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

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

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

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

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

11. Delay by Owner

A. The Owner may delay the beginning of the Work or any part thereof if the necessary lands or rights-of-way for such work shall not have been obtained. The Contractor shall have no

claim for additional compensation or damages on account of such delay, but shall be entitled only to any extension of time as hereinafter provided.

12. Time for Completion

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

B. Start and Finish Work: Contractors shall be available to begin work at locations designated by the Owner no later than ten (10) business days from the execution of this AGREEMENT or on a schedule approved by the Owner. Once work has been started, Contractors shall remain on the job until all scheduled work is completed to the satisfaction of the Owner.

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

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

13. Liquidated Damages

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

14. Request for Service, Response, Failure to Respond

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

B. The contractor shall commence work in a timely manner and in no instance shall it not begin within fifteen (15) working days from the submission of the "Request for Service" unless

agreed upon by the Owner. The Contractor will also be required to continue with this work uninterrupted until complete.

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

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

E. The Owner may, upon failure of the Contractor to comply in a timely manner with the terms of this AGREEMENT, engage the services of the next lowest bidder at his price as bid. Re-engagement of the Contractor, at the Owner's discretion, shall be at the original bid prices and without breach of AGREEMENT between the parties.

15. Night, Saturday and Sunday Work

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

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

16. Employ Competent Persons

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

17. Employ Sufficient Labor and Equipment

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

18. Intoxicating Liquors and/or Drugs

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

19. Access To Work

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

20. Examination of Work

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

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

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

21. Defective Work, Etc.

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

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

22. Protection Against Water and Storm

A. The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or

replacements or rebuild such parts of the Work as the Engineer may require in order that the finished Work may be completed as required by the Contract.

23. Right to Materials

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

24. Changes

A. The Owner, through the Engineer, may make changes in the Work and in the Drawings and Specifications therefor by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefor at the unit prices stipulated in the Contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or increased work shall be made as provided hereinafter under the subsection titled "Extra Work"; and for eliminated or decreased work the Contractor shall allow the Owner a reasonable credit as determined by the Engineer.

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

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

25. Extra Work

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

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

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

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

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

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

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

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

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

26. Extension of Time on Account of Extra Work

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

27. Changes not to Affect Bonds

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

28. Claims for Damages

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

B. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the third paragraph of that subsection above of this AGREEMENT titled "Authority of the Engineer," including, but not limited to the filing of a written protest in the manner and within the time therein provided.

29. Abandonment of Work or Other Default

A. If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contractor or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Owner may designate; and the Owner may, upon giving such notice, by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor

agrees to pay to the Owner any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Owner by reason of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any Contractors employed by the Owner take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

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

30. Prices for Work

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

31. Moneys May be Retained

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

32. Formal Acceptance

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

33. Progress Estimates

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

sums chargeable against the Contractor and all sums to be retained under the provisions of the Contract.

34. Liens

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

35. Claims

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

36. Application of Moneys Retained

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

37. No Waiver

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

38. Liability of Owner

A. No person, firm or corporation, other than the Contractor who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner

shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Owner or of an agent of the Owner or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

39. Guarantee

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

B. If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, correction, or replacements to the satisfaction of the Owner within 3 days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make the same, and all direct and indirect costs of making said repairs, correction or replacements, including compensation for additional professional services, shall be provided for and guaranteed by the Contractor's Payment and Performance Bond.

40. Cleaning Up

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

41. Legal Address of Contractor

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

writing, executed and acknowledged by the Contractor delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

42. Headings

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

43. Modification or Termination

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

44. Direct Labor Cost

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

45. Massachusetts Tax Laws

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

46. Termination for Convenience

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

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

TOWN OF WENHAM
BOARD OF SELECTMEN

By: _____

_____

_____

BIT CON CORPORATION

By: _____
Its Duly Authorized Officer or Agent
Philip G. Karowkas, President

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

_____
Christopher Holak, Town Accountant

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION
For AGREEMENT

TOWN OF WENHAM
ROADWAY RESTORATION SERVICES

CONTRACT NO. 20-001

State of Mass)
) ss
County Essex)

On this 2nd day of July, 20 19, before me personally came Philip G. Knowles to me known, who being me duly sworn, did depose and say as follows:

That he resides at Topsfield, MA

and is the President & Treasurer

of Bit Con Corporation

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

Daniel P. Knowles
Notary Public (Seal)

My commission expires 10/10/2025

DANIEL P. KNOWLES
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 10, 2025

TABLE A

Agreement Subsection Reference	Item	Minimum Limits
6	Worker's Compensation Insurance	$100,000
6	Contractor's Liability	Bodily Injury: $ 500,000 each person $1,000,000 each accident Property Damage: $ 500,000 each accident $1,000,000 aggregate
12	Time of Completion	As approved by the Owner for each scheduled work item.
13	Liquidated Damages for each calendar day or delay in completion time	$250
33	Percentage of Progress Estimates to be retained	5%

SPECIAL PROVISIONS

TOWN OF WENHAM
ROADWAY RESTORATION SERVICES

CONTRACT NO. 20-001

1. Scope of Work

The work to be done under this Contract consists of provision of Public Works Services and Materials as-need by the Town of Wenham and as listed below:

Bituminous Concrete – Type I In Place

~~Bituminous Concrete Disposal~~

Bituminous Concrete - Type I Handwork In Place

Bituminous Concrete Berm In Place >25'

Bituminous Concrete Berm In Place <25'

Bituminous Concrete Sidewalk Repair

Work under this Contract shall be paid for at the Contract Unit Price bid under each item, which price and payment shall constitute full compensation for furnishing all materials, labor, equipment, etc., required for the satisfactory completion and acceptance of the work in accordance with the 1995 Standard Specifications for Highways and Bridges, the English edition of the Supplemental Specifications dated June 6, 2006, the amendments to the Standard and Supplemental Specifications, the 1977 Construction Standards, the English Edition of the Supplemental Drawings dated April 2003, the 2003 "Manual on Uniform Traffic Control Devices for Street and Highways" with the latest revisions and the American Standard for Nursery Stock (ANSI Z-60.1-1986), as amended, and these Special Provisions.

2. Work Schedule

Work on this project is restricted to 7:00 AM – 5:00 PM, Monday through Friday, with the Prime Contractor and all subcontractors working on the same shift.

No work shall be done on this contract on Saturdays, Sundays and Holidays without prior approval by the Owner.

3. Term of Contract

The Term of the Contract shall be one year from the date of contract execution. **The Owner may, at their sole discretion, extend the Contract for up to two (2) additional calendar year periods at the unit prices bid.** Extensions are subject to the availability of funds appropriated to perform he contracted work and do not constitute a commitment by the Owner to engage Contractor's services on the basis of stated estimated quantities.

Prior to commencement of work, the Contractor shall be responsible for obtaining all necessary local permits.

4. Cooperation by Contractor

Attention is directed to the provisions relating to rights of public corporations and municipal departments to enter the site of the improvement and alter, replace, and/or install facilities at some time when the Contractor will be prosecuting other required work contiguous thereto.

5. Inspection of Work

The Contractor is advised that the Town of Wenham, Department of Public Works will be provided with a schedule of operations and will, at various times, be on-site to inspect procedures and give directions. For the purpose of observing work that affects their respective properties, inspectors for public agencies and utility companies shall be permitted access to the work, but all official orders and directives to the Contractor will be issued by the Owner. The Contractor shall be responsible for the cost of any and all electrical inspections.

6. Work to Conform

During its progress and on its completion, the Work shall conform truly to the lines, elevations, levels, and grades given by the OWNER and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the Contract Documents and the directions given from time to time by the OWNER.

All work done without instructions having been given therefore by the OWNER, without proper lines or levels, or performed during the absence of the OWNER, will not be estimated or paid for except when such work is authorized by the OWNER in writing. Work so done may be ordered, uncovered or taken down, removed, and replaced at the Contractor's expense.

7. Occupying Private Land

The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the OWNER. A copy of the written consent shall be given to the Engineer.

8. Interference with and Protection of Streets

The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to proper authorities.

Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Police and Fire Departments and Department of Public Works in writing, if the closure of a street or road is necessary. He shall cooperate with all Departments in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

Should deem necessary, uniformed officers will be assigned to direct traffic. The Contractor shall make all arrangements in obtaining uniformed officers required.

Nothing contained herein shall be construed as relieving the Contractor of any of his responsibilities for protection of person and properly under the terms of the Contract.

9. Public Safety

The contractor shall be required to provide safe and convenient access to all abutters during the prosecution of work. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.

Trenches shall not be excavated in traveled ways until all materials and equipment required for such work are at the site and available for immediate use. When work is not in progress, trenches in areas subject to public travel shall be covered with steel plates capable of safely sustaining a 36.5 ton truckload with impact without additional compensation. The work in each trench shall be practically continuous, with the placing of conduit or pipe, backfilling and patching of the surface closely following each preceding operation.

Particular care shall be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. The contractor may be required to temporarily suspend operations when such are considered by the Town of Wenham to be a hazard to traffic.

The contractor shall at all times, until written acceptance of the physical work by the Town of Wenham be responsible for the protection of the work and shall take all precautions for preventing injuries to persons or damage to property on or about the project.

10. Traffic Control

The contractor shall have the sole responsibility for the maintenance and protection of traffic. No detouring of traffic shall be allowed without permission of the Town of Wenham.

The Contractor may be required to temporarily suspend operations when such are considered by the OWNER to be a hazard to traffic. Particular care shall be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. All normal pedestrian and vehicular traffic on existing streets shall be maintained by proper scheduling of work. The convenience of the general public along and adjacent to the street shall be provided for in an adequate and satisfactory manner. Access shall be maintained to all buildings in use. The placement of necessary devices will be for daily work periods and shall be removed immediately after the conclusion of work operations. Signs having messages that are irrelevant to normal traffic conditions will be removed or properly covered at the end of each work period. Signs are to be kept clean at all times, and legends shall be distinctive and unmarred.

The Contractor shall provide, place and erect all necessary barricades and warning signs and maintain adequate lights and illumination therefore. He shall be held responsible for all damage to the work due to any failure of signs and barricades needed to protect the work from traffic, pedestrians or other causes.

An authorized representative of the contractor shall be available on a 24-hour basis for the duration of the project for the purpose of correcting construction related impediments or hazards.

11. Traffic Officers

Police details will be paid for by the Owner. The Contractor will be responsible for scheduling such officers.

The intent is to insure public safety by police direction of traffic. Police are not to serve as watchmen to protect the Contractor's equipment and materials.

12. Protection of Utilities and Properties

The Contractor's attention is directed to the location of underground utilities in the existing and proposed roadways.

The Contractor shall determine the exact location of all existing utilities before commencing work. He agrees to be fully responsible for any and all damages, which might be occasioned by his failure to exactly locate and preserve any and all underground utilities. The Contractor shall include in his bid a sufficient allowance to cover the cost of any exploratory excavations, which are needed to verify utility locations and to accomplish all of the required work.

In case of damage to utilities, the Contractor shall promptly notify the owner and shall, if requested, furnish manpower under the Owner's direction in getting access to the utility. Pipes and other structures damaged by the operation of the Contractor may be repaired by the Owner, either the municipality or the utility company. The cost of such repairs shall be borne by the Contractor without compensation therefore.

The work to be done under this contract may necessitate changes in the properties of utility companies or the municipality herein before listed. Immediately after executing the contract, the Contractor shall confer with the owners of all utilities in order that relocations of mains or services may be made at times consistent with operations of this contract.

Whatever measures are necessary to protect these lines during the work shall be included in the contract unit price for the various items involved.

13. Safety

A. The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his employees and employees of other contractors and subcontractors; members of the public; and employees, agents and representatives of the OWNER, and regulatory agencies that may be on or about the Work. The Contractor shall provide protection for all public and private property including but not limited to structures, pipes, and utilities, above and below ground.

14. Sanitary Regulations

The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such a manner as may be required.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the OWNER, or any adjacent property.

15. Saw Cuts

Saw cuts shall be made in existing pavement at the limits of full depth pavement construction, limits of resurfaced pavement construction and as directed by the OWNER. At no time will feathering of pavement to meet existing conditions be permitted.

16. Handling and Distribution

The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the Work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the Work.

All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such location as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance.

17. Rejected Materials and Defective Work

Materials furnished by the Contractor and condemned by the Engineer as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor, and shall not be made use of elsewhere in the work.

Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the OWNER.

The Contractor shall reimburse the OWNER for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or his employees, as determined by the OWNER, occurring previous to the final payment.

18. Storage of Materials and Equipment

All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

19. Disposal of Excavation Material

Surplus material obtained from any type of excavation, and not needed for further use as determined by the OWNER, shall become the property of the OWNER and shall be loaded and hauled by the OWNER.

20. Site Investigation

The Contractor acknowledges that he has satisfied himself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Contract Documents made a part of this contract. Any failure of the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The OWNER assumes no responsibility for any conclusion or interpretation made by the Contractor.

21. Materials - Samples - Inspection

Unless otherwise expressly provided in the Contract Documents, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the OWNER.

Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the Work.

22. Measurement of Materials

All delivery slips for materials to be paid by weight must be submitted on automated printed tickets. Hand-written tonnage slips will not be accepted.

23. Disturbance of Bounds

The contractor shall replace all bounds disturbed by his operation, at his own expense, the bounds shall be relocated by a land surveyor approved by the engineer and registered in the Commonwealth of Massachusetts.

24. Precautions During Adverse Weather

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other suitable means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by suitable means, which will result in a moist or dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will be warm throughout when used.

25. Subsurface Conditions Found Different

Should the Contractor encounter soil or other materials classified as hazardous, he shall immediately give notice in writing or, if verbally, with confirmation in writing as soon as possible, to the OWNER of such conditions. The OWNER will thereupon promptly provide the services of a qualified firm to conduct assessment of conditions, develop an environmental safety plan, and provide qualified staff person to observe that that the conditions of the plan are followed by the Contractor. The Contractor shall divert his work to other areas of the project while the assessment and environmental safety plan are being developed.

26. Cleaning Up

The Contractor must employ at all times during the progress of his work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon direction by the OWNER provide adequate material, equipment and labor to cleanup and make safe any and all areas deemed necessary by the OWNER.

27. Material or Debris in Drainage Facilities

Where material or debris has washed or flowed into or has been placed in existing watercourses, drains, pipes, structures, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

TECHNICAL SPECIFICATIONS

Bid Item	Bid Item Description
1	Bituminous Concrete – Type I In Place
~~2~~	~~Bituminous Concrete Disposal~~
3	Bituminous Concrete - Type I Handwork In Place
6	Bituminous Concrete Sidewalk Repair

1. DESCRIPTION

All bituminous materials shall conform to the requirements set forth by the Mass. D.P.W. Standards under Section M-3. This type of pavement shall be composed of mineral aggregate, mineral filler and bituminous material. The pavement shall be constructed in courses as directed on the prepared or existing base in accordance with these specifications.

The Highway Superintendent or his agent may require his contractor to remove and replace at his own expense, any defective mix a conforming to the specified job mix formula within the stipulated tolerance on the basis of the Department testing. Samples of the actual mixture in use will be taken as many times daily as necessary and the mixtures shall be maintained uniform for the project as specified herein. The Highway Superintendent or his agent may suspend further approval for use of the plant mixtures in Department work if the mixtures are not uniformly furnished as specified; until any necessary changes have been made so that the mixtures do conform to the specified requirements.

2. MATERIALS

Materials shall meet the requirements in the following subsections of Section M-3, Bituminous Materials:

Mineral Aggregate	M3.11.04
Mineral Filler	M3.11.05
Bituminous Materials	M3.11.06
Asphalt Cement for Mixture (grade OA-3)	M3.01.0
*Anti-Stripping Additive	M3.10.0
Prime Coat (grade RS-1)	M3.03.0
Or	
(grades RC-70 or RE-250)	M3.02.0

* to be used only when required

3. CONSTRUCTION METHODS

a. Transportation and Delivery of Mixtures

The mixture shall be transported from the plant to the work in vehicles previously cleaned of all foreign materials. During transportation of the mixture from the plant to the spreader on the work, each load shall be fully covered at all times, without exception, with canvas or other suitable material of sufficient size and thickness to furnish complete protection. The mixture shall not be transported such a distance that segregation of the ingredients takes place or that any crust is formed on the surface, bottom or sides of said mixture which will not crumble or flatten

or when the mixture is dumped or shall otherwise be deleterious to the mixture in place on the roadway.

The vehicles for transporting the mixture shall be tight and the inside of the bodies shall be evenly and lightly coated with a suitable thin oil or approved soap solution, but no excess of lubricant shall be allowed to accumulate in low spots in the body.

When necessary, proper insulation of the vehicles transporting the mixture shall be made to insure that the mixture is delivered for placing at the proper temperature.

The dispatching of trucks from the plant shall be so arranged that all material, which is to be delivered at or on the road surface during any day, may be placed and shall have received final compaction before nightfall on the same day.

b. Tack Coat

When it is required that the existing hardened surface shall be utilized as a base for the new pavement, a tack coat of bituminous material shall be uniformly applied by mechanical means to the present surface, at the rate of application of 1/20 gal. /sq. yd. or as directed by the Town, immediately prior to laying the bottom course of the new pavement.

When and if the surface is in a condition, which in the Highway Superintendent's judgment is unsatisfactory for the direct placement of the surface course, it shall be sprayed as specified above with tack coat in the amount and by the method directed by the Highway Superintendent.

The existing surface shall be cleaned of all foreign matter and loose material and shall be dry before the tack coat is placed.

c. Spreading and Finishing Equipment

The equipment for spreading and finishing shall be mechanical, self-powered pavers capable of spreading and finishing the mixture true to line, grade, width and crown required without the use of forms or side supports.

The pavers shall be equipped with hoppers and distributing screws of the reversing type to place the mixture evenly in front of adjustable screeds. They shall be equipped with a quick and efficient steering device and shall have reverse as well as forward traveling speeds.

The pavers shall employ mechanical devices such as equalizing runners, evener arms, straight edge runners, or other compensating devices to adjust the grade and confine he edges of the mixture to true lines. They shall be capable of spreading the mixture without segregation, in layers to the depths and widths required. They shall be equipped with blending or joint leveling devices for smoothing and adjusting all longitudinal joints between adjacent strips or courses of the same thickness.

The term "screed" includes any "strike – off" device operated by cutting – crowding, or other practicable action, which is effective on the mixtures at permissible workable temperatures without tearing, shoving or gouging, and which produces a finished surface of the evenness and texture required. The screed shall be adjustable for profile and shall have an indicating level attached. An approved device will be required for heating the screed to the temperature required for the laying of the mixture without pulling or marring.

If during construction, it is found that the spreading and finishing equipment in use leaves tracks or indented areas or produces other permanent blemishes in the pavement which are not

satisfactorily corrected discontinued and other satisfactory spreading and finishing equipment shall be provided by the contractor.

The pavers shall operate while bituminous mixture is being spread at a speed, which will produce a uniform surface texture free of any rippling or unevenness. The paver employed on deep lift construction shall be capable of satisfactorily feeding the mix without intermittent stopping during the discharge of the mix from the trucks into the paving machine.

A tack coat shall be applied where required. The bituminous concrete shall be placed in courses as directed by the Highway Superintendent.

When an existing surface or new base upon which the bottom course is to be placed contains unsatisfactory irregularities, in the Highway Superintendent judgment, such irregularities shall be eliminated by an adequate placing and compaction of mixture so as to furnish a surface with true contour and grade before placing any specified course of mixture.

The contact surfaces of bridge curbing, manholes, catch basins or other appurtenant structures in pavement shall be painted thoroughly with a thin uniform coating of bitumen (Specification RS-1) just before any mixture is placed against them.

Special attention shall be given to proper testing of the surface of each course with a straightedge, the finished surfaces shall be even and uniform throughout.

Any mixture, which becomes loose or broken, mixed with dirt, or in any way defective shall be removed and replace with new mixture, which shall be compacted to conform with the surrounding area. Areas of 0.1 square meter or more showing an excess of bitumen shall be removed and replaced.

d. Placing and Compacting Mixture

The mixtures shall be placed and compacted only at such times as to permit the proper inspection and checking by the Department of Public Works Director.

The mixtures shall only be placed in the work when they can be efficiently and satisfactorily placed by the methods stipulated herein. Unless otherwise permitted by the Department of Public Works Director for special and particular conditions, only machine methods of placing shall be used.

The construction of bituminous concrete pavement shall terminate on November 30 and shall not be resumed prior to April 1 except as determined and directed in writing by the Department of Public Works Director depending upon the necessity and emergency of attendant conditions, weather conditions and location of the project.

When the air temperature fall below 50 F., extra precautions shall be taken in drying the aggregates, controlling the temperatures of the materials, placing and compacting the mixtures. No mixtures shall be placed when the air temperature in the shade and away from the artificial heat is 40 F. or less; nor when material on which the mixture is to be placed contains frost.

The mixtures shall be placed only upon approved clean and dry surfaces; and when weather conditions are suitable. The Department of Public Works Director may however, at the entire responsibility of the contractor, permit work to continue when overtaken by sudden rain, up to and only the amount of material which may be in transit from the plant at the time and then only

when the temperature of mixture is within the temperature limits specified and the existing surface on the roadway is not excessively wet.

Insofar as practicable, no traffic of any kind shall be permitted on any newly placed mixtures. No traffic of any kind shall be permitted on binder or base when dirt or any other foreign substance may be tracked thereon.

The edge of mixtures placed adjacent to rigid curb lines, around manholes or other solid fixtures, if necessary, shall be hand tamped before being compacted by rolling.

The methods of spreading the bituminous concrete mixtures shall be as follows:

1. Machine Spreading: All mixtures shall be deposited in an approved mechanical spreader and immediately spread thereby; and then struck off in a uniform layer to the full width required and of such depth that each course, when compacted, shall have the required thickness.

The mixture shall be deposited in the center of the hoppers and care exercised to avoid overloading and spilling. The pavers shall operate, while the mixture is being spread, at a speed, which will produce a uniform surface texture.

Immediately after any course is screeded and before roller compaction is started, the surface shall be checked, any irregularities adjusted, any accumulation from the screed removed by rake or lute, and all fat spots in any course removed and replaced with satisfactory material. Addition or removal of mixture shall correct irregularities in alignment and grade along outside edges before the edges are rolled. Indiscriminate casting of mix on the new screeded surfaces where irregularities are not evident, shall not be permitted. All edges shall be true and uniform.

2. Hand Spreading: Spreading by hand methods will be permitted only for particular locations in the work which because of irregularity, inaccessibility or other unavoidable obstacles do not allow mechanical spreading and finishing.

When hand spreading is permitted, the mixture shall be placed by dumping on approved steel dump sheets outside the areas upon which it is to be spread; or by other approved satisfactory methods. Immediately thereafter it shall be distributed into place by means of hot shovels and spread with hot rakes or lutes in a loose layer of uniform density and correct depth. Tines of the rake shall be not less than ½ inch longer that the loose depth of mixture and spaces between tines shall be not less than 1 inch. Loads shall not be dumped any faster-than it can properly be handled by the rakers. The raking shall be carefully and skillfully done to avoid segregation and so that, after the first passage of the roller over the raked mixture, no back patching will be necessary.

e. Compaction

After the paving mixture has been properly spread, initial compaction shall be obtained by the use of power rollers of approved design and weight per inch width of roller. The rollers shall be steel wheeled supplemented with pneumatic-tire rollers where required, or where permitted by the specifications, vibratory rollers.

Steel wheel rollers for initial and intermediate rolling shall have a weight of not less than 240 ponds per inch width of tread.

Pneumatic-tired rollers, when conditions warrant, shall be provided with devices capable of varying tire pressures. When the mixture being spread by each paver requires more than the

minimum number of steel wheel rollers, at least one (1) of the additional rollers for each paver shall be a pneumatic-tired roller, except where the use of a vibratory roller is permitted. When using a pneumatic-tired roller, care shall be taken in that initial rolling by the steel wheel roller be restricted to one pass where upon the pneumatic-tired roller shall immediately follow the initial steel wheel rolling.

Vibratory rollers may be used on base, binder and surface courses subject to the conditions set forth herein. Vibratory rollers to be used may be of the single drum type with pneumatic tired drive wheels or the double steel drum type with vibratory mechanism in one or both drums. All vibratory rollers shall have a static weight of at least eight tons and shall be equipped with an automatic disconnect device to disconnect the vibratory mechanism when the roller is not in motion. They shall also be equipped with a manual over-ride device to disconnect the vibratory mechanism if the automatic device should fail.

All vibratory rollers shall also be equipped with the following equipment: a large and clearly visible speed indicator; an amplitude setting indicator and a frequency setting indicator. They shall also have instructional plates attached, which shall include the operational instructions and recommended amplitude and frequency settings. A vibratory tachometer shall also be provided with each roller for use by the Highway Superintendent.

Vibratory rollers shall not be used on bridges or other structures and their use in urban areas may be restricted. They shall not be used on thin overlays one (1") or less in thickness, except that vibratory rollers of the double drum type may be used in a static condition to compact such overlays, provided that when so operated they shall be able to obtain the degree of density and smoothness required to conform to the specifications.

When vibratory rollers are used for the compaction of base and binder material they shall be operated at a high amplitude setting and a low frequency setting in the range of 1500 to 1700 VPM. When used for the compaction of surface courses they shall be operated at a low amplitude setting at a minimum frequency setting of at least 2200 VPM or higher, if a higher frequency setting is recommended by the manufacturer of the roller. The use of the vibratory roller incapable of being operated at a frequency setting of at least 2200 VPM will not be permitted on surface courses. No deviation from this latter requirement will be allowed. In compacting surface courses a vibratory roller shall not be operated at a speed in excess of three (3) miles per hour.

A vibratory roller shall be operated with the vibration drum or drums in the direction of the paver and the vibrating action of the roller shall be completely shut off during change in direction. Due care shall be exercised to start the vibratory action only when the roller is in motion. During the rolling of layered pavement, in order to prevent creeping and aggregate crushing, care shall be taken not to exceed to passes with the vibrator in action. For deep lift pavements, these passes shall normally not exceed two in each direction, except that the number of vibratory passes in either direction may be varied in order to obtain the required density.

The final rolling of all courses shall be performed with a steel wheeled roller of sufficient weight for final smoothing of the surface.

The use of a vibratory roller may be suspended by the Highway Superintendent if, in his opinion, satisfactory results are not being obtained and no further amount of mix shall be spread in such

case until a sufficient number of approved rollers are on the project site to satisfy compaction requirements.

A plate shall be attached to each conventional roller, which shall show the ballasted and unballasted weight per inch of tread.

The number of rollers required shall be governed by the tonnage of hot-mix being placed daily. A sufficient number shall be provided to compact the mixture in accordance with the specifications. The number of passes required may be varied and shall be governed by compaction results. The Highway Superintendent may require that a stand-by roller be provided if in his opinion it is necessary in the event of a breakdown. Each roller shall be operated by a competent, experienced roller operator and shall be kept in as nearly continuous operation as practicable while work is underway. The mixture shall be rolled longitudinally, diagonally and transversely as may be necessary to produce the required contour for surface. Longitudinal rolling shall start at the side and proceed toward the center of pavement, except on super elevated curves where the rolling shall begin on the low side and progress to the high side, overlapping on successive trips by at least 12 inches. The rolling shall be continued and so executed that all roller marks, ridges, porous spots and impressions are eliminated and the resulting surface has the required grade and contour. The motion of the rollers shall at all times be slow enough to avoid any displacement of the hot mixture. Any displacement or marring of the surface occurring as a result of reversing the direction of the rollers, or from any other cause, shall be corrected. To prevent adhesion with the mixture, the wheels of the steel rollers shall be kept lightly moistened with water but excess water will not be permitted. The use of oil for this purpose will not be allowed.

To prevent "rolloff" of the pavement edges and longitudinal joints on deep lift paving, the outer 8"$\pm$ of the deep lift mixture shall be left unrolled until the temperature of the mix ranges between 150°F and 180°F, whereupon it shall be compacted by the steel roller.

Along curbs, structures and all places not accessible with a roller, the mixture shall be thoroughly compacted with mechanical tamping devices. The surface of the mixture after compaction shall be smooth and true to the established line and grade.

The densities of the completed pavement shall not be less than 95% of the density obtained from Laboratory compaction of mixture composed of the same materials in like proportions. Laboratory compaction will be performed by Department Standard Methods.

f. Joints

Placing of the mixture shall be as nearly continuous as possible and the roller shall pass over the unprotected end of the newly placed mixture to attain initial stability. In all such cases, including the formation of joints as herein specified, provision shall be made for proper bond with the new surface for the full-specified depths of the courses.

Longitudinal and transverse joints shall be made in a careful manner, well bonded and sealed, and true to line and grade. Where and as directed, longitudinal and transverse joints for both top and bottom courses placed under this or previous contracts shall be cut back to expose the full depth edge of the joint shall be painted with a thin coat of bitumen (MHD Specification RC-70 or RS-1). The new mixtures shall be carefully raked against the joint, thoroughly tamped and rolled.

The maximum length of longitudinal joint shall be such that the temperature of the mixture at the joint shall not be less than 200 F., when abutting mixture is placed. **In no case shall the longitudinal joint that is left open exceed 1000 feet.**

In making joints along any adjoining edge such as curb, gutter or an adjoining pavement, and after the mixture is placed by the mechanical spreader, just enough of the hot material shall be placed by hand method to fill any space left open. These joints shall be properly "set-up" with the back of a rake at the proper height and level to receive the maximum compaction. The work of "setting-up" these joints shall be performed only by competent workmen.

Where and as directed, the first width of any course shall be placed nor less than one foot wider than the first width of top course, and successive width of top and any other courses shall be so placed that there will be at least a one foot overlap between the joints in the top course.

The rolling of the successive widths of courses shall overlap and shall be performed so as to leave smooth, uniform joints and cross-sections.

g. Opening to Traffic

No vehicular traffic or loads shall be permitted on the newly completed pavement until adequate stability to prevent distortion or loss of fines. If the climatic or other conditions warrant it, the period of time before opening to traffic may be extended at the discretion of the Highway Superintendent or his designee.

h. Bituminous Concrete Disposal

This item shall cover bituminous concrete delivered to the awarded contractor by the TOWN. The material to be accepted shall include clean bituminous concrete berm and asphalt that is free of non-bituminous construction debris and soil. There shall be one location identified by the contractor where all appropriate material is to be delivered. **This location will be made available to the TOWN during all regular business hours and must be within a 25 mile radius of Wenham**. All material delivered must be properly weighed by scale and a weight slip given as proof of the amount.

4. PERFORMANCE

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

5. MEASUREMENT AND PAYMENT

Payment for each Bid Item shall be made at the contract unit price per ton times the number of tons placed or delivered to the plant in the case of bituminous concrete disposal. The prices per ton shall be full compensation for furnishing all materials, for delivering, storing, and placing these materials and for all labor, equipment, and tools incidentals necessary to complete the work as hereinbefore described.

All above materials shall meet the Massachusetts Highway Department's standard specifications. The estimated quantities shall be the needs of the Owner for the period of this AGREEMENT.

Contractor shall keep the contract under his/her control and shall not assign, by power of attorney of otherwise, any portion of said work or any monies payable under the contract or any claim thereto, unless by the previous approval of the Town and Surety. No part of this work

shall be sublet except to parties skilled in and equipped properly for the same, satisfactory to and approved in writing by the Highway Superintendent.

The Highway Superintendent shall have the right at any time, because of unsuitable weather conditions or for such other reasons which shall appear to be in the best interest to the Town, to suspend the work wholly or any part thereof for such period as shall be deemed necessary. Upon receipt of written or verbal order, signed or authorized by the Highway Superintendent, the Contractor shall immediately suspend the work or such part thereof in accordance the order.

Contractor shall keep the work site(s) in a presentable condition upon completion of work, shall remove all debris caused by the work and shall leave the site(s) in its original condition.

The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been converted by a partial payment as made by the Town.

It will be the contractor's responsibility to repair/replace all lawn, trees, shrubs, etc. which are damaged by work under this project. All such repairs/replacements shall be done at the direction of and accordance with instructions from the Highway Superintendent.

Bid Item	Bid Item Description
4	Bituminous Concrete Berm In-Place >25'
5	Bituminous Concrete Berm In-Place <25'

1. DESCRIPTION

Bituminous concrete berms shall consist of Class I Bituminous Concrete, Type I-1. Manufactured steel molds for both Cape Cod style berm and standard straight berm must be available to the Town for which work is to be performed.

2. MATERIALS

The materials to be incorporated in the mix and the composition of the mix shall conform to the relative requirements of Section M3.11.00 for either top course or dense mix.

3. CONSTRUCTION METHODS

a. Foundation

The foundation of bituminous concrete berms shall be as directed, conforming to the requirements for the particular type of berm specified. Before any placement of bituminous concrete berm, the bituminous pad that the curbing is to be placed upon shall be fully swept clean and properly tack coated.

b. Placing of Mixture

The mixture shall be placed and compacted with a machine acceptable and approved by the Highway Superintendent for the type of berm required. The machine shall be capable of spreading the mixture true to line and grade and to the shape stipulated. The mix used, when completed in place, shall give a clean and smooth appearance with no noticeable voids and/or cracks. Where there are areas that require bituminous berm to be installed by hand, the new berm shall be installed with properly oiled tools such as trowels that will allow the new berm to match the surrounding berms in shape and grade. The surface should be clean and smooth upon completion.

4. PERFORMANCE

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

5. MEASUREMENT AND PAYMENT

Payment for each Bid Item shall be made at the contract price per linear foot installed by machine. The quantity of bituminous concrete berm will be measured by the linear foot in place and shall be determined by the Director at the time of installation. If at any time before acceptance any soft or imperfect spots develop in the exposed surface of the curb, such material placed shall be removed and replaced with new material and compacted without additional compensation.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we BitCon Corporation, 18 Popes Lane Danvers, MA 01923

as Principal, hereinafter called the Principal, and **Hartford Casualty Insurance Company, 1 College Park, 8910 Purdue Road, Indianapolis, IN 46268**

a corporation duly organized under the laws of the State of **Indiana** as Surety, hereinafter called the Surety, are held and firmly bound Town of Wenham

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Attached Bid Dollars** ($xxxxxxxxxxxxx), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Roadway Restoration Services Contract #20-001

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this June 26, 2019

(Witness)

BitCon Corporation *(Principal)* *(Seal)*

Philip G. Knowles, President

(Witness)

Hartford Casualty Insurance Company
(Surety) *(Seal)*

Stephen P. Gill, Attorney-in-Fact

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **BRIAN M. HODGES, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert E. SENNOTT, Peter F. SENNOTT, Audrey A. MCMAHON, Laurence R. HALL, Stephen P. GILL and Mary M. KINCHLA, all of Topsfield, Massachusetts, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 5th day of October, A.D. 2018.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Daniel Lutes

_____
Vice President
Brian M. Hodges

State of Maryland
County of Baltimore

On this 5th day of October, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **BRIAN M. HODGES, Vice President, and DANIEL LUTES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 063-3865B

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26 day of June, 2019.

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

BID

TOWN OF WENHAM
ROADWAY RESTORATION SERVICES

CONTRACT NO. 20-001

The undersigned as Bidder, declares that all persons or parties interested in this Bid as principals are named herein; that this Bid is made without collusion with any person, firm or corporations; that he has carefully examined the location of the proposed Work, read the Contract Documents, and that he proposes and agrees to contract with the Town of Wenham in the form of a Contract to be deposited with the Owner, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish the materials and labor, specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the OWNER, as therein set forth, and that he will take in full payment therefor, the amounts resulting from the unit and/or lump sum prices which he bids in the following tabulation, when multiplied by the quantities of Work actually accomplished.

The estimated quantities shown in the following tabulation are approximate and are given to provide a uniform basis for the comparison of Bids. The OWNER does not expressly or by implication agree that the actual quantities of Work to be done will correspond thereto, and the OWNER reserves the right to increase or diminish the quantity of work, or to omit items of Work as required to keep the Work within the limits of available funds.

The bidders hereby acknowledge the receipt of, and have included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issued.)

Addendum No. 1 (one), dated June 18, 2019

Addendum No._____, dated _____

Addendum No._____, dated _____

TOWN OF WENHAM
PUBLIC WORKS DEPARTMENT
978-468-5520 X6 fax: 978-468-8014

Addendum #1
Roadway Restoration Services
June 18, 2019

This addendum serves to answer questions and provide clarification on the Town of Wenham's Public Works Services and Materials Invitation to Bid, issued Wednesday June 12, 2019.

Item 1: Bid Item 5 on page 00300-2, Bituminous Concrete Berm In-Place <25', should be bid on a per-LF basis, not a per-CY basis. Please replace page 00300-2 with the attached page "Addendum #1 00300-2".

Item 2: The scope of work, i.e. street listing, has not been determined yet.

TOWN OF WENHAM
ROADWAY RESTORATION SERVICES

CONTRACT NO. 20-001

BID

ROADWAY RESTORATION SERVICES

Item No.	Item with Unit Bid Price Written in Words (and figures)	Quantity	Amount
1	Bituminous Concrete – Type I In Place*, per ton, Sixty Nine dollars And Seventy cents ($ 69.70)	1,500 TONS	$ 104550.00
2	Bituminous Concrete Disposal, per ton Fifteen dollars And NO cents ($ 15.00)	100 TONS	$ 1500.00
3	Bituminous Concrete Handwork – Type I In Place*, per ton One hundred forty five dollars And NO cents ($ 145.00)	50 TONS	$ 7250.00
4	Bituminous Concrete Berm In-Place >25'*, per linear foot Seven dollars And Seventy five cents ($ 7.75)	750 LF	$ 5812.50
5	Bituminous Concrete Berm In-Place <25'*, per linear foot Thirteen dollars And Seventy five cents ($ 13.75)	250 LF	$ 3437.50
6	Bituminous Concrete Sidewalk Repair*, per square foot Five dollars And NO cents ($ 5.00)	5,000 SF	$ 25000.00

BID CONTINUED

ROADWAY RESTORATION SERVICES

Bids for each bid item shall be evaluated independently. Bidders are not required to bid on all bid items.

Name of Firm Bit Con Corporation

An unbalanced or unreasonable unit or lump sum price submitted herein may be grounds for rejection of bid.

Specific items of this Contract may be eliminated or reduced in quantity to keep within limits of available funding, at OWNER's option.

Pricing for Bituminous Concrete shall be adjusted monthly in accordance with **MassDOT Document 00811, Special Provisions, Monthly Price Adjustment for Hot Mix Asphalt Mixtures, Revised 07/08/2016** and included in these Bid Documents.

* Bidders must be prequalified by MassDOT to be eligible to bid on these bid items.

Tel. (978) 777-1133
Fax (978) 777-1136

BitCon Corporation

Asphalt Paving Specialists

18 Popes Lane
Danvers, MA 01923

REFERENCES

1. **TOWN OF DANVERS**...David Lane, Director of Public Works
978 -777-0001

2. **CITY OF PEABODY**...Kevin Kelly, Street Paving Coordinator
978-536-7100

3. **TOWN OF WENHAM**... William Tyack, Director of Public Works
978-468-5530

4. **TOWN OF GEORGETOWN** ... Peter Durkee, Highway Superintendent
978-352-5704

5. **TOWN OF BOXFORD** ... John Dold , Director of Public Works
978-352-6555

6. **TOWN OF NORTH ANDOVER** ... Dan Concessi, Assistant Operations Mgr
978-476-2029

7. **CITY OF CHELSEA** ... Bertram Taverna, Director of Public Works
617-466-4205

8. **CITY OF REVERE** ... John Squibb, Assist Director of Planning &
781-286 8186 Community Development

9. **TOWN OF SWAMPSCOTT** ... Gino Cresta, Director of Public Works
781-596-8860

10. **TOWN OF MARBLEHEAD** ... Arthur Graves, Director of Public Works
781-631-1750

SIGNATURES REQUIRED

TOWN OF WENHAM ROADWAY RESTORATION SERVICES CONTRACT NO. 20-001

The following sections of this Bid Pamphlet contain pages that require the Bidder's Signature or the Bid will be declared informal.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 30, Section 39M, and Chapter 30B as amended.

The Contract will be awarded to the lowest responsible and eligible bidder.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal agreement attached in Section 00400, AGREEMENT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00200, INFORMATION FOR BIDDERS. The bid security may become property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond each in an amount at least equal to one hundred percent (100%) of the contract prices in accordance with Section 00500, PERFORMANCE BOND and Section 00600, PAYMENT BOND.

The foregoing prices are to include and cover the furnishing of all the materials (except as herein otherwise specified), the performing of all labor requisite or proper, and the providing of all necessary machinery, tools, apparatus and other means of construction; and the doing of all the above-mentioned work in the manner set forth, described and shown in the contract documents for the work, and in the form of contract, and the completion within timeframe stipulated in Table A of the AGREEMENT.

If this Bid shall be accepted and the undersigned shall fail to contact as aforesaid and to give a performance and payment bond in the sum to be determined as aforesaid with surety satisfactory to the Town of Wenham within fourteen (14) calendar days from the date of the mailing of notice from the Town of Wenham to him, according to the address herewith given, that the

contract is ready for signature, the Town of Wenham may, at his option, determine that the Bidder has abandoned the contract, and thereupon this Bid, and the acceptance thereof shall be null and void, and the Bid guarantee submitted covering this Bid shall become the property of the Town of Wenham otherwise the said Bid guarantee shall be returned to the undersigned.

Full name and address of individual, firm, partnership or corporation submitting this Bid:

BIT CON Corporation

18 Popes Lane Danvers, MA 01923

Address for payments, if different:

Signed by: Philip L. Kennedy Title: President

Federal Employers Identification No. or Social Security No.: 04-3239346

NOTICE: Bid shall be signed in black or blue ink by a person having proper legal authority, and the person's title should be give, such as "owner " in the case of an individual, "partner" in the case of a general partnership, "President," "Treasurer," or "Clerk," in the case of a corporation.

If a bidder is an individual or individuals doing business as a firm, give the full name and address of each individual:

Owner or Partner	Address
Owner or Partner	Address

If bidder is a corporation, give the State in which incorporated and the names and business address of the following officers:

Philip G. Knowles	Topsfield, MA 01983
President	Address
Same	
Treasurer	Address
Marilyn C. Knowles	Topsfield, MA 01983
Clerk	Address

State here if bid is submitted by joint ventures: _____

And if any of the joint ventures is a corporation, a copy of the vote of the corporation authorizing the joint venture should be attached hereto.

The proposed surety on the bond to be given is:

Name: Hartford Casualty Insurance

Home Office Address: 1 College Park, 8910 Purdue Rd Indianapolis, IN 46268

Massachusetts Address (if different): Sennott Insurance 16 So. Main St. Topsfield, MA 01983

NOTE: Please include Zip Code No. with all addresses.

AFFIDAVIT

TOWN OF WENHAM
ROADWAY RESTORATION SERVICES

CONTRACT NO. 20-001

The Undersigned, under the pains and penalties of perjury, says that he is the sole owner, partner, president, treasurer, or other duly authorized agent or official of

(Name of Bidder as appearing in submitted Bid)

Bit Con Corporation

18 Poplar Lane Danvers, MA 01923

(Address of Bidder with Zip Code)

978-777-1123

(Telephone Number of Bidder)

And certifies that of his own knowledge, said bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

June 26, 2019

Date

President

Signature and Title of Person making Affidavit

Tel. (978) 777-1133
Fax (978) 777-1136

BitCon Corporation
Asphalt Paving Specialists

18 Popes Lane
Danvers, MA 01923

AUTHORIZATION

OF THE

BOARD OF DIRECTORS

At a meeting of the Board of Directors of BitCon Corporation duly called and held in Danvers, Massachusetts on the 4th day of January, 2019 at which a quorum was present and acting upon motion duly made and seconded, it was

VOTED: That Philip G. Knowles is hereby authorized and empowered to sign bid documents, bond documents, and contract documents on behalf of BitCon Corporation.

I hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and it is in full force and effect as of this date and that Philip G. Knowles remains duly elected President of said Corporation.

ATTEST: Marilyn C. Knowles
Marilyn C. Knowles

Clerk of the Corporation

Date 6/25/2019

DANIEL P. KNOWLES
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 10, 2025

Daniel P. Knowles

CERTIFICATE OF VOTE

TOWN OF WENHAM ROADWAY RESTORATION SERVICES CONTRACT NO. 20-001

I hereby certify that at a meeting of the Board of Directors of the _____

_____
(Corporation named as Contractor herein)

held at _____ on the _____ day of _____,

_____, at which a quorum was present and acting, it was voted that

_____, _____
(Name) (Officer)

of the _____
(Corporation named as Contractor herein)

be and hereby is authorized to execute and deliver for and on behalf of the Corporation a Contract with the Board of Selectmen, Town of Wenham, Wenham, Massachusetts in connection with the Public Works Services and Materials Project and, as Principal, to execute Contract as presented to and made a part of the records of said meeting.

I further certify that _____ is the duly qualified and acting _____ of the Corporation and that said vote has not been repealed, rescinded or amended.

A True Copy of the Record

Attest:_____ (CORPORATE SEAL)

Subscribed and sworn to this _____ day of _____, 2019,

before me,_____. (SEAL)
(Notary Public)

My commission expires:_____

BIDDERS CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES

TOWN OF WENHAM
ROADWAY RESTORATION SERVICES

CONTRACT NO. 20-001

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

Dated: June 26, 2019

Name of Bidder: Bit Line Corporation

By: [signature]

Name: Philip G. Knowles

Title: President

CERTIFICATE AS TO CORPORATE BIDDER

TOWN OF WENHAM
ROADWAY RESTORATION SERVICES

CONTRACT NO. 20-001

I, _____, certify that I am the _____ of the corporation named as bidder in the Bid included herein; that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation; that I know his/her signature; that his/her signature thereon is genuine and that said Bid was duly signed, sealed and executed for and on behalf of said corporation by authority of its governing body.

Affidavit Attached

(Corporate Seal)

_____
(Secretary - Clerk)

Dated: _____

CERTIFICATE AS TO PAYMENT OF STATE TAXES

TOWN OF WENHAM ROADWAY RESTORATION SERVICES CONTRACT NO. 20-001

Pursuant to M.G.L. Ch.62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

04-3239342
Social Security Number or
Federal Identification Number

Bit Con Corporation
Signature of Individual
or Corporate Name

By: _____
Corporate Officer
(if applicable)

Tel. (978) 777-1133
Fax (978) 777-1136

BitCon Corporation

Asphalt Paving Specialists

18 Popes Lane
Danvers, MA 01923

AUTHORIZATION

OF THE

BOARD OF DIRECTORS

At a meeting of the Board of Directors of BitCon Corporation duly called and held in Danvers, Massachusetts on the 4th day of January, 2019 at which a quorum was present and acting upon motion duly made and seconded, it was

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I hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and it is in full force and effect as of this date and that Philip G. Knowles remains duly elected President of said Corporation.

ATTEST: Marilyn C. Knowles
Marilyn C. Knowles

Clerk of the Corporation

Date 6/25/2019

DANIEL P. KNOWLES
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 10, 2025

Daniel P. Knowles

OSHA CERTIFICATION

TOWN OF WENHAM
ROADWAY RESTORATION SERVICES

CONTRACT NO. 20-001

The undersigned agrees that if he is selected as the contractor, he will comply with the provisions of M.G.L. Chapter 30, Section 39S.

The undersigned certifies, under penalties of perjury, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Date: June 26, 2019

BitCos Corporation
(Name of General Bidder)

By: [signature]
(signature)

Philip G. Knowles President
(Name of person signing bid and title)

18 Pages Lane
(Business Address)

Danvers, MA 01923
(City and State)

978-777-1133
(Telephone Number)

TOWN OF WENHAM
ROADWAY RESTORATION SERVICES

CONTRACT NO. 20-001

DOCUMENT 00811
SPECIAL PROVISIONS MONTHLY PRICE ADJUSTMENT FOR
HOT MIX ASPHALT (HMA) MIXTURES ENGLISH AND METRIC UNITS
Revised: 07/08/2016

This provision applies to all projects using greater than 100 tons (91 megagrams) of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

Price Adjustments will be based on the variance in price, for the liquid asphalt component only, between the Base Price and the Period Price. They shall not include transportation or other charges. Price Adjustments will occur on a monthly basis.

Base Price

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined by the Department at the time of the bid using the same method as the determination of the Period Price detailed below. The Base Price shall be used in all bids.

Period Price

The Period Price is the price of liquid asphalt for each monthly period as determined by the Department using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. The Department will post this Period Price on its website at http://www.mhd.state.ma.us/ within two (2) business days following its receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted the Department the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor. This method of period price determination was formerly called the New Asphalt Period Price Method. Separate website postings using both the New Asphalt Period Price Method and the Old Asphalt Period Price Method were discontinued

after June 2013.

Price Adjustment Determination, Calculation and Payment

The Contract Price of the HMA mixture will be paid under the respective item in the Contract. Price Adjustments, as herein provided, either upwards or downwards, will be made after the work has been performed using the monthly period price for the month during which the work was performed.

Price Adjustments will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

Price Adjustments will be separate payment items. The pay item numbers are 999.401 for a positive price adjustment (a payment) and 999.402 for a negative price adjustment (a deduction). Price Adjustments will be calculated using the following equation:

Price Adjustment = Tons of HMA Placed X Liquid Asphalt Content % X RAP Factor X (Period Price - Base Price)

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department- approved extension of time.

******** END OF DOCUMENT ********

Period Price – 2019

Adjustment Period	Liquid Asphalt (Ton)	Diesel (Gallon)	Gasoline (Gallon)	Portland Cement (Ton)
June				$121.37
May	$547.50	$2.504	$2.338	$121.37
April	$545.00	$2.527	$2.329	$120.46
March	$535.00	$2.469	$2.108	$125.86
February	$527.50	$2.426	$1.962	$125.86
January	$527.50	$2.302	$1.793	$125.00

source:

https://www.mass.gov/service-details/chapter-90-price-adjustment-requirements

Period Prices - 2019

Please Note That This Page Has Been Updated on June 6, 2019 at 10:30 AM.

Adjustment Period	Liquid Asphalt (Ton)	Diesel (Gallon)	Gasoline (Gallon)	Portland Cement (Ton)
June	$547.50			$121.37
May	$547.50	$2.504	$2.338	$121.37
April	$545.00	$2.527	$2.329	$120.46
March	$535.00	$2.469	$2.108	$125.86
February	$527.50	$2.426	$1.962	$125.86
January	$527.50	$2.302	$1.793	$125.00

Metric Period Prices - 2019

Adjustment Period	Liquid Asphalt (Megagram)	Diesel (Liter)	Gasoline (Liter)	Portland Cement (Megagram)
June	$603.62			$133.79
May	$603.62	$0.661	$0.617	$133.79

NEW BUSINESS
K.
Community Preservation Grant Agreement Habitat for Humanity of the North Shore
(5 minutes)

- Draft Motion
- Proposed Community Preservation Act Grant Agreement between the Town of Wenham and Habitat for Humanity of the North Shore

BOARD OF SELECTMEN MEETING
July 9, 2019

DRAFT MOTION

Community Preservation Act Grant Agreement
Habitat for Humanity of the North Shore

- Vote: I move to approve the proposed Community Preservation Act Grant Agreement between the Town of Wenham and Habitat for Humanity of the North Shore.

Seconded / Discussion/ Vote

WENHAM, MASSACHUSETTS

COMMUNITY PRESERVATION ACT
GRANT AGREEMENT WITH

Habitat for Humanity - North Shore, Inc.

This Grant Agreement (this "Agreement") is entered into on this _____ day of July, 2019, by and between the **Town of Wenham** (the "Town"), a Massachusetts municipal corporation, acting by and through the Board of Selectmen, having its usual place of business at Wenham Town Hall, 138 Main Street, Wenham, MA 01984, and **Habitat for Humanity - North Shore, Inc.** ("Grantee"), a Massachusetts non-profit corporation, having an address of 14 Park Street, Danvers, MA 01923.

WITNESSETH:

WHEREAS, Grantee is the owner of certain property located at 40 Hull Street, Wenham, and described in a deed recorded with the Essex South Registry of Deeds (the "Registry") in Book 37452, Page 167 (the "Property"); and

WHEREAS, the Wenham Community Preservation Committee (the "CPC") invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the "Act");

WHEREAS, Grantee submitted to the CPC an application for funds under Act, a copy of which is attached hereto as Exhibit A and incorporated herein (the "Proposal"), in the amount of $60,000.00 for the purpose of constructing a residence with two (2) housing units on the Property, one containing 2 bedrooms and the other containing 3 bedrooms the "Units"), and selling the Units to Eligible Purchasers, defined below (the "Project"), which work is more specifically described in the Proposal; and

WHEREAS, the CPC reviewed and approved the Proposal and recommended that Town Meeting appropriate CPA funds in the amount of $60,000.00 for the purposes of undertaking the Project; and

WHEREAS, Town Meeting thereafter appropriated $60,000.00 at the April 6, 2019 Annual Town Meeting to fund the Work, a copy of which vote is attached hereto as Exhibit B.

NOW THEREFORE, the Town and Grantee wish to set forth in this Grant Agreement the terms and conditions of the Grant, and hereby agree as follows:

Agreement

1. Recitals. The recitals above are true and accurate and are incorporated herein by reference.

2. Funding. As recommended by the CPC under Article 12-4 of the April 6, 2019 Annual Town Meeting, and as appropriated by said Town Meeting, the Town agrees to grant Grantee up to the sum of $60,000.00 (the "Funds" or the "Grant Amount") on the condition that Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and documents attached thereto, and in accordance with the terms of this Agreement.

3. Conditions. The award of the Grant Funds to Grantee is conditioned upon the following conditions:

   a) Work on the Project (the "Work"), as set forth in the Proposal and this Agreement, shall be completed by April 10, 2023. The Town may grant extensions of the completion deadline for good cause.

   b) Any excess or remaining Funds shall be returned to the Community Preservation Act Fund if the Project has not been completed as provided for in Sections 3(a) and/or 8.

   c) Grantee agrees that, prior to the receipt of any Funds, Grantee shall grant and deliver to the Town, -acting by and through the Wenham Affordable Housing Trust Fund (the "Trust"), a recordable /affordable housing restriction or Regulatory Agreement on the Property on terms acceptable to the Town and meeting the requirements of G.L. c. 184, Sections 31-33, surviving the foreclosure of any lien or other encumbrance on the Property, and ensuring that the Units are sold to and used in perpetuity for housing for persons having an income of 40% - 60% of the area median income, adjusted for household size (the "Eligible Purchasers") (the "Restriction"). The Restriction shall be conveyed to the Trust free of liens, easements and restrictions that would interfere with the Town's exercise of its rights under the Restriction, and all mortgages on the Property, if any, shall have been subordinated to the Restriction, as evidenced by the mortgagee(s) execution of the Restriction and/or separate subordination agreement, at the Town's option. Grantee shall promptly record the Restriction with the Registry at its sole cost and expense and provide the Town with evidence thereof before the Town will disburse any Funds.

4. Budget/Other Sources of Funding. Prior to the commencement of any work, Grantee must submit a complete budget for the Project, including all final bids that account for: (a) the expenditure of all Funds awarded under this Agreement, (b) all other sources of funding, if necessary, to complete the Project as described herein, and (c) proof of compliance with all applicable procurement requirements. Reimbursement for funds spent will not commence unless sufficient sources of funding have been secured to complete the work/phase of work and the Project budget has been approved by the Town. If the Town determines that the Funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized or, if Funds have already been granted, Grantee shall be responsible for repayment of such Funds to the Town.

5. Contract Documents. The Contract Documents consist of this Agreement, the Proposal and all documents attached hereto or referenced therein, including, without limitation, the Restriction. The Contract Documents constitute the entire agreement between the parties concerning the Project.

6. The Work. The Work shall be performed in a good and workmanlike manner, by contractors who are licensed in their respective disciplines, or by Grantee if so licensed, and shall conform to all applicable laws, bylaws, rules and regulations. Grantee shall be responsible for obtaining from federal, state and local agencies all relevant permits, licenses, and approvals prior to commencing the Work. No local permit or license or fee is waived by the award of this grant. The Town shall have the right to review plans and specifications showing the Work to be done for compliance with the Contract Documents.

7. Contact. Grantee shall identify in writing a contact person responsible for administration of the Work. The contact person is **Donald Preston**, who can be reached at **978-590-1152** [phone] and **dpreston@habitatforhumanity-northshore.com** [email].

8. Payment; Inspections. The Town shall make regular disbursements to Grantee for the cost of performing the Work, which shall be apportioned based on the Work done and made no more than once a month and paid only upon the presentment of detailed invoices from Grantee or Grantee's contractor listing in detail the Work performed and the cost thereof and a completed Project Status Report in the form attached as Exhibit C. The Town shall have the right to ask for supplementary information. Prior to any payment, the Town shall have the right, upon reasonable prior notice to Grantee, to enter the Property, including any building thereon, for the purpose of inspecting the work of Grantee and/or ensuring that Grantee is in compliance with the Restriction. No payment shall be made until the Town reasonably determines that the Work has been done in a good and workmanlike manner and substantially in compliance with the Contract Documents and with legal requirements applicable to the Work. Grantee shall use all such sums only for the purpose of performing the Work, as described in the Contract Documents. The entire cost of performing the Work in excess of the Grant Amount shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of performing the Work is less than the Grant Amount (the difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess, and said Excess shall be returned to the Community Preservation Act Fund.

9. Progress Reports. Grantee shall provide the Town with progress reports at six (6)-month intervals beginning one hundred and eighty (180) days from the date of the signing of this Agreement for as long as the Funds remain unexpended, and with final notification within thirty (30) days after the Project has been completed. The Town reserves the right to require supplementary information from Grantee regarding the quarterly reports or final notification. Grantee shall submit a final report to the CPC and the Town, including digital photographs and other documents, if applicable, within thirty (30) days from the Project completion date.

10. Record-Keeping. Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the Town. During

normal business hours and as often as the Town may deem necessary, the Town shall have full and free access to such records and may examine and copy such records.

11. Default; Termination. In the event Grantee fails to fulfill any of its obligations under this Agreement (including the provision requiring Grantee to comply with the Restriction), as determined by the Town, and such failure is not cured within thirty (30) days after the Town has given written notice to Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to Grantee. Upon receipt of said termination notice, Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of Funds as set forth in Section 16 below. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 8, 10, 11, 12, 13, 14, and 20 shall survive said expiration or earlier termination. In the event the Town is required to take legal action under this Agreement, for enforcement or otherwise, Grantee shall be liable for all of the Town's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs.

12. Return of Funds. In the event Grantee fails to fulfill any of its obligations under this Agreement and the Agreement is terminated pursuant to Section 11, any funds paid to Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of Grantee, Grantee shall be liable to repay to the Town the entire amount of the Grant Amount provided under this Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any funds so returned or recovered shall be placed in the Town Community Preservation Fund. In the event that the Town takes legal action under this Agreement, Grantee shall pay any and all costs, including reasonable attorneys' fees, expended by the Town in enforcing this Agreement.

13. Liability of the Town. The Town's sole obligation hereunder shall be to make the payment specified in Section 2 of this Agreement, provided that Grantee complies with the terms hereof, including the conditions set forth in Section 3, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town liable for any other obligation under this Agreement or to render any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.

14. Indemnification. Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, representatives and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, of any nature whatsoever arising as a result of (a) any injury to person or property resulting from the Work, (b) the quality of the Work, (c) Grantee's performance of the Work or the negligence or misconduct of Grantee or Grantee's agents, employees, contractors and invitees, (d) the failure of any contractor hired by Grantee to perform the Work or any other

act or omission of any such contractor, and (e) any and all claims for the payment by the Town of any amount in excess of the Grant Amount.

15. CPA Signage. Prior to commencement of construction on the Property or reimbursement of these funds, Grantee shall prepare and install, at its own cost and expense unless provided by the Town, a temporary sign placed at the Property, which identifies the Project and acknowledges the CPA grant. The sign shall contain the following phrase: "This project has been generously supported by the Town of Wenham Community Preservation Act Funds". The sign and language must be approved by the Town. The Grantee shall acknowledge Community Preservation Act financial support in all materials publicizing or resulting from Grant activities. All print, publicity, and other production materials shall include an explicit and conspicuous acknowledgement of CPA Grant support.

16. Independent Status. Grantee acknowledges and agrees that it is acting in a capacity independent of the Town, and shall not be considered an employee or agent of the Town for any purpose.

17. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Grantee shall not assign, subcontract or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, which may be withheld in the Town's sole discretion.

18. Compliance with Laws. Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Work performed pursuant to this Agreement. Grantee and Grantee's contractors shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of Grantee to comply with the previous sentence.

19. Representations and Warranties. Grantee hereby represents and warrants that no taxes are due by Grantee to the Town, and shall execute the Certificate as to Payment of Taxes attached hereto as Exhibit D, and, further, that this Agreement constitutes a valid and binding agreement of Grantee. Grantee has executed the Certificate of Vote, attached hereto as Exhibit E.

20. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

21. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement

shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

22. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

Exhibits:
Exhibit A: Proposal
Exhibit B: Town Meeting Vote
Exhibit C: Project Status Report Form
Exhibit D: Certificate as to Payment of Taxes
Exhibit E: Corporate Vote, if applicable

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

GRANTEE: Habitat for Humanity - North Shore, Inc. -

_____
(signature)

Gary Cowles, President
(print name) (title)

TOWN OF WENHAM,
By its Board of Selectmen

_____

_____

_____

663962/WENH/0001

EXHIBIT A

PROPOSAL

APPLICATION FOR COMMUNITY PRESERVATION ACT FUNDING

Community Preservation Committee

Wenham Town Hall
Wenham, Massachusetts 01984

TOWN OF WENHAM
JAN 07 2019
RECEIVED
1:50pm

Name of Applicant/Contact Person:

Donald Preston

Sponsoring Organization, if applicable:

Habitat for Humanity North Shore

Mailing address: 14 Park Street, Danvers Ma 01923

Daytime phone: 978-590-1152

Email: dpreston@habitatforhumanity-northshore.com

Name of Proposal:

40 Hull Street

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

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

CPA Funding Requested: $ 60,000.00 **Total Cost of Proposed Project:**

$ 487,300.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MATERIALS TO BE REVIEWED: (Required for all applicants)

1. Grant Agreement
2. Procurement Memo
3. Do the State's Procurement Laws Apply? (From Community Preservation Coalition)
4. MA Inspector General Procurement Guidelines
5. Restriction Agreements
    a. Historic Preservation Restriction
    b. Conservation Restriction
    c. Affordability Restriction

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

Applicant Name: _____ Date: 01-07-2019

Please submit 10 copies of your completed application and any related supplemental materials to the Town Administrator's Office at the Wenham Town Hall by Monday, January 7, 2019 at 4:00PM.

Questions can be directed to Jackie Bresnahan at 978-468-5520 ext. 4 or jbresnahan@wenhamma.gov

North Shore
Habitat
for Humanity®

We build strength, stability, self-reliance *and* shelter.

Wenham Community Preservation Committee:

Project Description:

The property at 40 Hull Street is currently a residential lot with a single family home located on it. The property is 18,145sf with the building occupying 1,792 sf. The building is condemned and needs to be torn down. HFHNS plans on demolishing the building and replacing it with a two family structure that will consist of a two bedroom unit and a three bedroom unit. We will be building on a slab and connecting to Beverly system. We will also be moving the building to be in compliance with setback guidelines according to zoning. The units will be built to energy star standards and will be for homeownership. They will serve low-income families in the 40-60% area median income range and will have a local preference for one of the units. This would mean that a family that lives, works or goes to school in Wenham would be given a preference for one of the units. This project will be developed using the friendly 40B process in co-operation with the Town of Wenham.

Goals:

This project addresses the need for affordable housing in Wenham and will come with a deed restriction which will allow it to count towards the Town of Wenham's affordable housing inventory. The units will sell for under $150,000.00 each and will be at 0% interest. They will pay real estate taxes based on their assessed value.

Timeline:

14 Park Street, Danvers, MA 01923 tel (781) 598-0310 habitatforhumanity-northshore.org
ReStore 58 Pulaski Street Rear, Peabody, MA 01960 restore@habitatforhumanity-northshore.com

We have a signed P&S and will be appling to Department of Housing and Community Development (DHCD) for a friendly 40B to develop this project at 40 Hull St. This process will take up to 90 days to complete. Based on this process we would plan on taking procession of this property in the winter of 2019 and immediately demolishing the existing structure and getting a foundation in place by late fall. We would also be starting our family selection process at this time and hope to have a family on board as we start construction in early spring of 2019. We would be working with Essex Technical high School on this project also so would be operating within their schedule on some aspects of this project. We would plan on completing this project in spring of 2020.

Budget:

HFHNS's model uses volunteer labor and donated product for our projects which is what will make our budget appear different than other construction budgets. We will also be working with the Essex Technical High School on the this project and expect them to be part of the framing, electrical, plumbing and heating portions of construction.

Community Need:

In 2018 the Town of Wenham developed the Wenham Housing Production Plan, this plan set goals for affordable housing in Wenham. The Town of Wenham has 118 housing units deemed affordable by DHCD guidelines. That is 8.4% of the housing stock, the town would have to create 22 more affordable housing units to reach it goal of 10% of its housing stock being affordable. The report also documents the income levels in Wenham, 1/4 of households have under 80% AMI and 188 households have incomes under $25,000. The report shows a need for truly affordable housing in the town and that is exactly what this project at 40 Hull Street will address. We will be creating housing for families earning between 40-60% of the area median income: which translates to a family of four earning between $41,300 and $62,040.

The Town of Wenham Housing Production Plan, updated in June of 2018 lists as its short term goals to create more SHI units and to convert existing units into SHI units.This property is located on Hull Street, is in a residentialy zoned area abutting Gordon College and just off of RT 128's Grapevine exit.

North Shore
Habitat
for Humanity®

We build strength, stability, self-reliance *and* shelter.

To: Wenham Community Preservation Committee:

Re: 40 Hull Street, Wenham

Habitat for Humanity North Shore has a signed P & S for a property located at 40 Hull St in Wenham and is proposing to tear down the existing structure and develop a two unit affordable home ownership condo on this site. The acquisition cost is $230,000 and the total cost for the project as proposed is $460,000, this includes the acquisition and construction costs.

HFHNS will sell these units, a 3 bedroom and a 2bedroom for under $150,000.00 to two low-income families. We will have a local preference for one of the units which means that the family can live, work of go to school in Wenham. Our mortgages are at 0% interest. Both of these units will come with deed restrictions that will maintain their affordability and they will count towards the town's affordable housing inventory.

HFHNS follows fair housing guidelines in selecting our families as well as Habitat procedures. We advertise throughout the community, in newspapers, churches, social service agencies and online looking for income qualified applicants. We serve families earning between 40 & 60% of area median income which is considered low income. We review the applications; we request paystubs, tax returns and credit reports in this process. We then schedule home visits with all our qualified applicants, after this review process we enter the applicants into a lottery and draw the family names. Habitat requires that the families commit to 400 hours of sweat equity in the building of their home as their down payment. We are the bank and issue a 0% mortgage for 20-30 years. We also will form a condo association for this project and HFHNS will be part of this association as a voting member. This association will be responsible for the maintenance of the property and the exterior of the housing units.

14 Park Street, Danvers, MA 01923 tel (781) 598-0310 habitatforhumanity-northshore.org
ReStore 58 Pulaski Street Rear, Peabody, MA 01960 restore@habitatforhumanity-northshore.com

Design & Construction:

This project will consist of a single duplex building with a 1,536 square foot three-bedroom unit and an 960 square foot two-bedroom unit. Both units will be barrier free. Both units will be for homeownership by low income families in the 40-60% ami income level as established by HUD.

The three bedroom unit will have two bathrooms and be on two floors, with a kitchen, bath, living room and bedroom on first floor. The second floor will have two bedrooms and a bathroom.

The two bedroom unit will have kitchen, living area, bath and bedroom's all on one floor.

There will be a total of four parking spaces.

We will preserve as much landscaping as possible.

These homes will be built to energy star standards.

Development Team:

Developer: Habitat for Humanity North Shore

14 Park St, Danvers Ma 01923 781-598-0310

Executive Director: Donald Preston

14 Park St, Danvers Ma 01923 978-590-1152

Architect: Deirdre Hall

22 Williams St, Beverly Ma 01915 781-223-3630

Attorney: Judy Field

900 Cummings Ctr Suite #306T

Beverly, Ma 01915 978-922-0330

Contractor: Mark Bergeron 781-844-4789

120R Montvale Ave, Woburn Ma 01801

Developer experience:

270 Asbury St, Hamilton new construction of 2 two-bedroom units

Budget $531,000 complete 12/2018

124 River St, Lynn new construction, three-bedroom unit

Budget $140,000 complete 08/2018

6-8 First Street, Ipswich rehab, 2 three bedroom units

Budget $362,000 complete 08/2016

Project Financial Analysis

Total Development Budget - Uses of Funds

Attachment B

Project Address: 40 Hull Street, Wenham

Date: 06/10/2018

	Activity	Total Cost / Expense
1	**Proposed Acquisition** (including Parking)	230,000
2	Hard Costs	230,000
	Rehabilitation	
	Appliances	
	Contingency	11,800
	Total Hard Costs	241,800
3	Soft Costs	
	Architectural	2,000
	Permits / testing (please include in narrative)	1,500
	Financing / Application Fees	0
	Legal Fees and Title Expenses	2,500
	Accounting / Auditing Costs	2,000
	Unpaid Real Estate Taxes	0
	Other	
	Total Soft Costs	8,000
4	Holding Period Cost	
	Construction Loan Interest	0
	Real Estate Taxes	5,000
	Insurance	1,500
	Utilities	1,000
	Other	
5	**Total Expenses for Holding Period**	7,500
	Subtotal	
6	**Development Fee** *(include percentage $ amount)*	0
7	**Total Cost**	487,300

Project Financial Analysis

Total Development Budget - Uses of Funds

Project Address: 40 Hull St, Wenham

Date: 06/10/2018

	Activity	Total Cost / Expense
1	**Operations Revenue** *(List Loans & Grants)*	
2	a.) Habitat funds	42,000
	b.) Wells Fargo Grant	10,000
	c.)Federal Home Loan Bank grant	56,000
	d.) Peoples United Grant	10,000
	e.) HOME Funds Grant	80,000
	d.) Wenham Affordable Housing Trust	60,000
	e) Acquisition Funds	230,000
	Sub Total	488,000
3	**Supportive Services Revenue** *(List Sources)*	
	a.)	
	b.)	
	c.)	
4.	**Total Operations & Supportive Services Revenue**	488,000
	Operations Expenses	n/a
	Administration	
	Management Fee	
	Insurance	
	Real Estate Taxes	
	Heat / Utilities	
	Maintenance – Labor	
	Maintenance - Supplies	
	Replacement Reserve	
	Accounting / Auditing Costs	
	City / Town User Charges	
	Other	
5.	**Total Operating Expenses**	n/a
6.	**Supportive Services Costs**	n/a
7.	**Total Expenses**	n/a

Additional Comments:

Habitat for Humanity North Shore (HFHNS) has been building affordable housing on the North Shore sine 1985, starting in Lynn and expanding to Salem, Beverly, Peabody, Danvers, Ipswich and Hamilton. We have funded these homes thru a combination of our own fundraising, local banks, HOME Funds, Affordable Housing Trust funds, CHODO's and Federal Home Bank Funds. We also receive in kind donations, sometimes a roof or electrical supplies and insulation, all of which helps offset the hard costs of building an affordable unit of housing. We have pro-bono lawyers and architects that help offset the soft costs, it is all of these partners that come together and help make our homes possible. Each project is unique as to what funding sources facilitate that build. In Ipswich, where we rehabilitated a two family form the 1860's we had funding from the HOME consortium and the Ipswich Affordable Housing Trust, in Danvers where we are building a new four bedroom home we have HOME funds and funding from the Affordable Housing Trust. In Peabody we received funding from the Community Preservation Committee as well as HOME funds.

HFHNS is able to sell these homes to families in the 40 – 60 % AMI for around $150,000.00 because of the these subsidies, and the fact that we use volunteer labor and recently a partnership with Essex Technical High School. There is no avoiding the hard costs of construction but with community support we are able to bring the possibility of affordable home ownership to working families on the North Shore.

sample

North Shore
Habitat for Humanity©

Applications Available for Single family home in

Peabody: four bedrooms-handicap preference

House price $126,000.00, estimated monthly payments $800.00.

House is handicap accessible. We will have two application meetings to be scheduled where we will go over the application and lottery process.

EQUAL HOUSING OPPORTUNITY

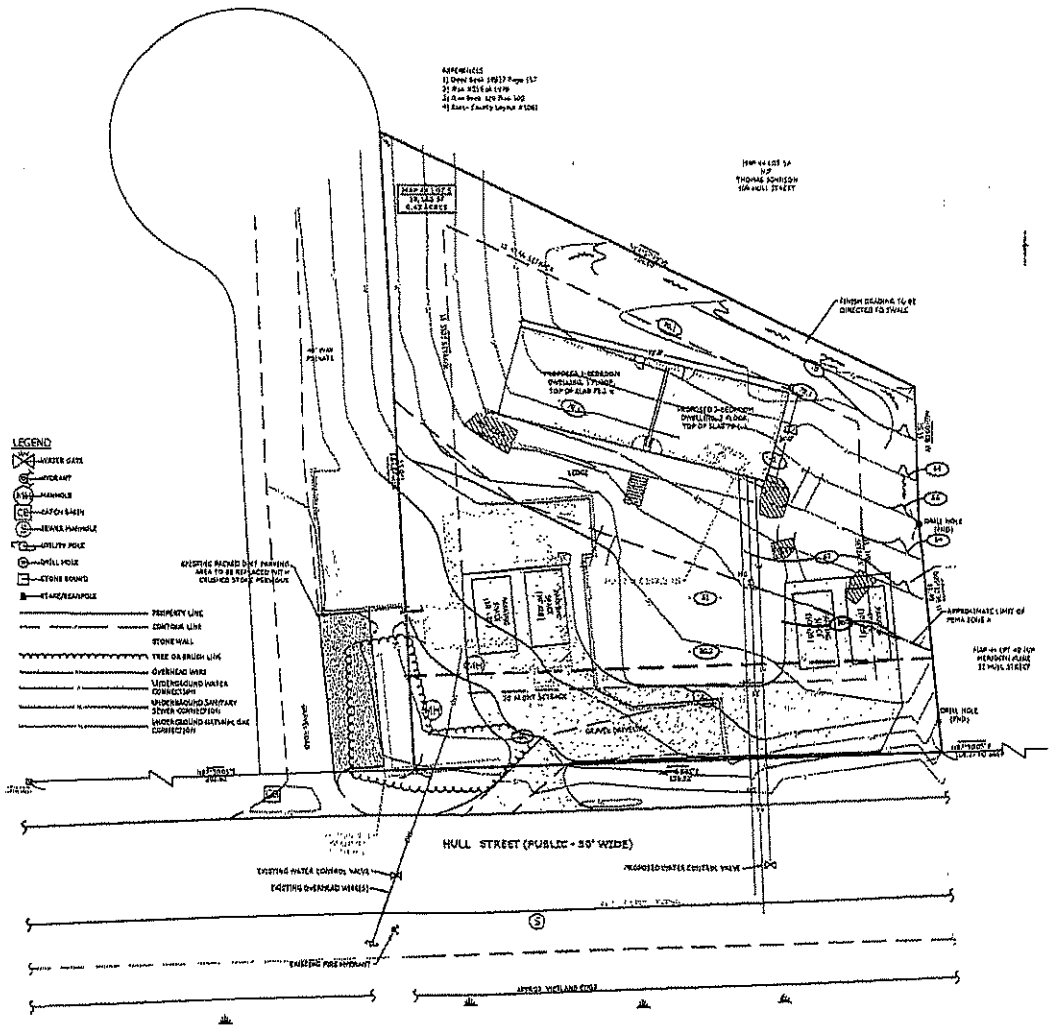
Information Meeting Tuesday, January 9th,2018
10-11 am and 5-6:30 pm
Holy Trinity United Methodist Church,
16 Sylvan St Danvers, Ma

Applications will be accepted through February 15, 2018.
Applications are available on this website: habitatforhumanity-northshore.com

Applications should be sent to : HFHNS, 14 Park St., Danvers, Ma 01923

Family size	2	3	4	5	6
Minimum Income	$33,088	$37,224	$41,360	$44,669	$47,978
Maximum Income	$49,632	$55,836	$62,040	$67,003	$71,966

A Habitat partnership may be the solution for your family, if you are in need of affordable housing, willing to complete required sweat equity, able to make housing payments of about $800/month and are a first time home buyer (some exceptions apply) submit your application.



1 PROPOSED SITE PLAN
SCALE 1" = 30'-0"

ZONING & CODE ANALYSIS

Applicable General Codes and Regulations

2015 International Residential Code
2015 International Energy Conservation Code
780 CMR - Ninth Edition Amendments to 2015 IRC
Town of Wenham Zoning By-laws

2015 International Residential Code
Chapter 3 - Use and Occupancy
Group R-3 residential occupancy

Chapter 6 - Construction Type
Building to be construction Type VB, unprotected combustible as the siding is to be vinyl.

Chapter 4 - Requirements Based Upon Use and Occupany
Fire partitions with a fire resistance rating of at least 1-hour must separate the dwelling units. If the floor or ceiling assembly isn't rated for 1-hour, the partitions must continue to the slab/roof.

Wenham Zoning By-laws
The lot resides in the residential district with the following requirements and our lot description:

Zoning requirement	Proposed design
Single family homes only	Proposed two family
Minimum 40,000 sf lot area	Lot is 18,145 sf
170 feet frontage	Lot has 139 feet frontage
100 feet lot width	Lot is 139 feet wide
20 feet front yard	Proposed front yard >20 feet
15 feet side yard	Proposed side yard >15 feet
15 feet rear yard	Proposed rear yard >15 feet
Maximum lot coverage 50%	Proposed lot coverage 12%
Two parking spaces per unit	Two parking spaces per unit

DEIRDRE M. HALL
22 Williams Street
Beverly, MA 01915
(781)223-3630
dee.hall@verizon.net
CSL: 099115

Owner:
HABITAT FOR HUMANITY
NORTH SHORE
14 PARK STREET
DANVERS, MA 01923

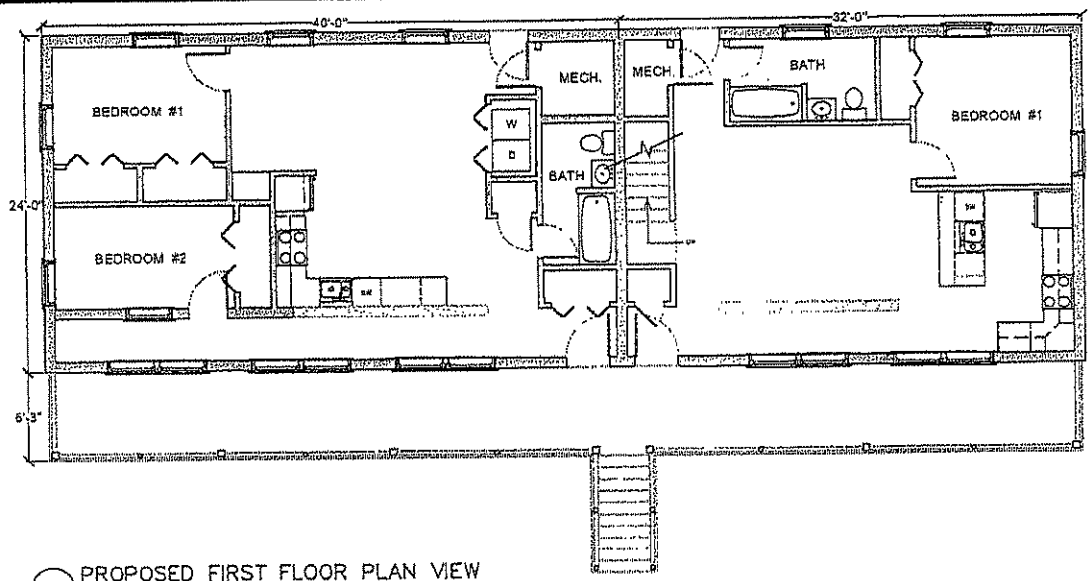
Project:
NEW DUPLEX
40 HULL STREET ROAD
WENHAM, MA

Drawing Name:
PROPOSED SITE PLAN

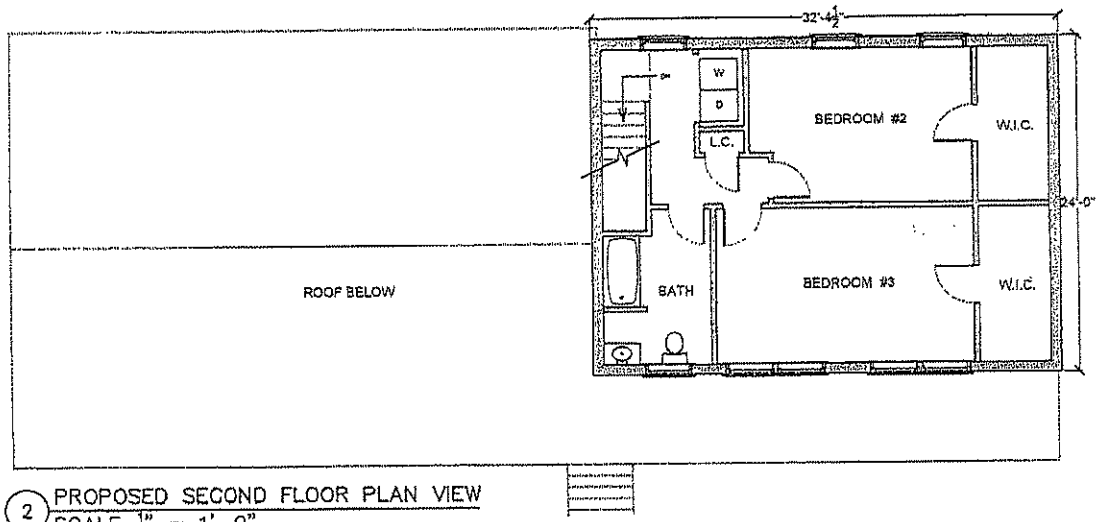
1/31/2018	ZBA

Job Number: HFH-008-2018
Date: 28DEC2018
Drawing Size: 11x17
Scale: AS NOTED
Drawn By: DMH
File Name: HullStRdZBA2.DWG

Drawing Number:
C-1.0



1 PROPOSED FIRST FLOOR PLAN VIEW
SCALE 1/8" = 1'-0"



2 PROPOSED SECOND FLOOR PLAN VIEW
SCALE 1/8" = 1'-0"

DEIRDRE M. HALL
22 Williams Street
Beverly, MA 01915
(781)223-3630
dee.hall@verizon.net
CSL: 099115

Owner:

HABITAT FOR HUMANITY
NORTH SHORE
14 PARK STREET
DANVERS, MA 01923

Project:

NEW DUPLEX
40 HULL STREET ROAD
WENHAM, MA

Drawing Name:

PROPOSED FLOOR PLANS

1	11/28/18	ZBA

Job Number: HFH-008-2018

Date: 28DEC2018

Paper Size: 11x17

Scale: AS NOTED

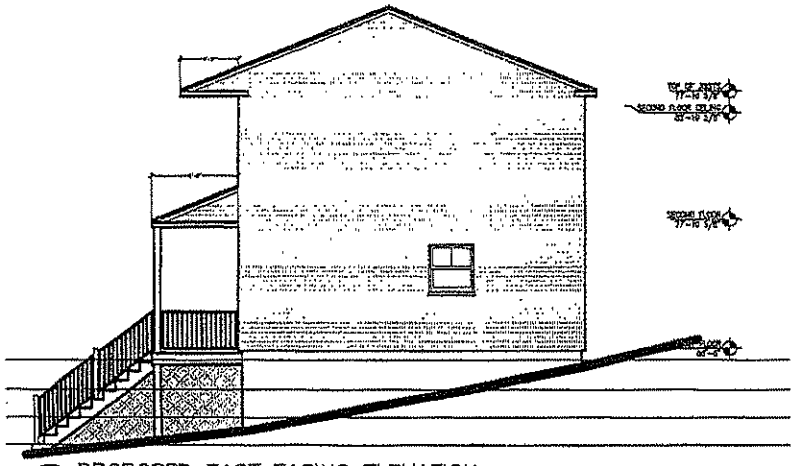
Drawn By: DMH

File Name: HullStRdZBA2.DWG

Drawing Number:

A-1

1 PROPOSED SOUTH FACING ELEVATION
SCALE 1/8" = 1'-0"



2 PROPOSED EAST FACING ELEVATION
SCALE 1/8" = 1'-0"

DEIRDRE M. HALL
22 Williams Street
Beverly, MA 01915
(781)223-3630
dee.hall@verizon.net
CSL: 099115

Owner:

HABITAT FOR HUMANITY
NORTH SHORE
14 PARK STREET
DANVERS, MA 01923

Project:

NEW DUPLEX
40 HULL STREET ROAD
WENHAM, MA

Drawing Name:

PROPOSED
ELEVATIONS

1	11/2/18	ZBA

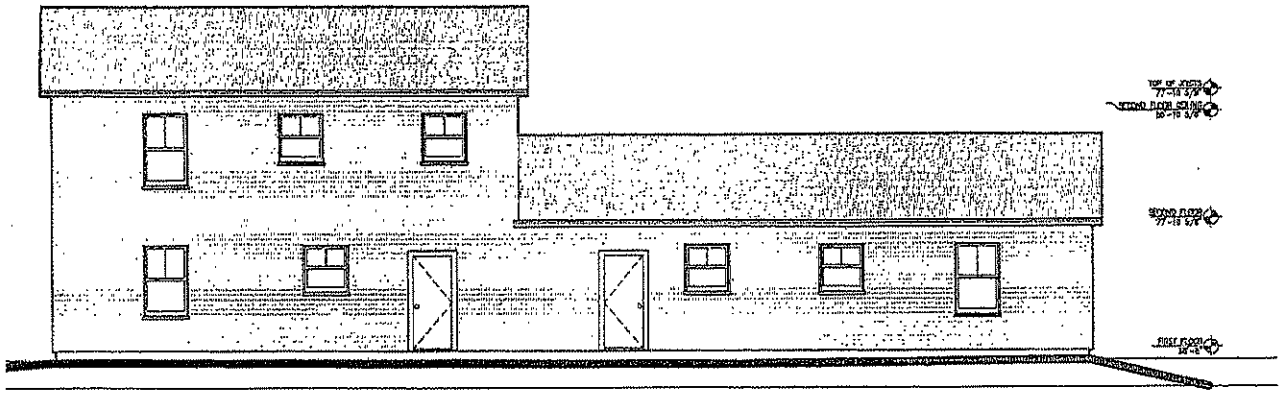
Job Number
HFH-008-2018

Date:	Drawing Size:
28DEC2018	11x17
Scale:	Drawn By:
AS NOTED	DMH

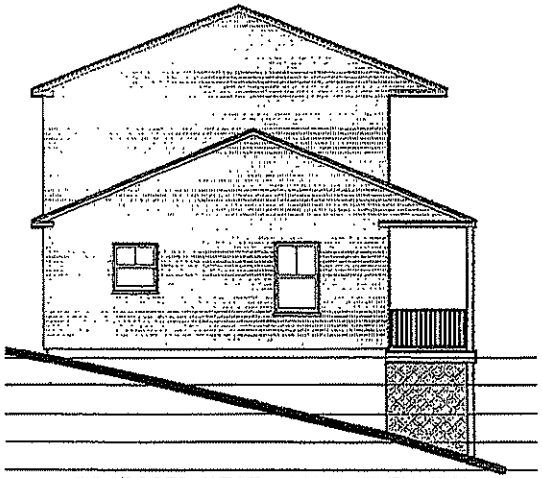
File Name:
HullStRdZBA2.DWG

Drawing Number:

A-2



1 PROPOSED NORTH FACING ELEVATION
SCALE 1/8" = 1'-0"



2 PROPOSED WEST FACING ELEVATION
SCALE 1/8" = 1'-0"

DEIRDRE M. HALL
22 Williams Street
Beverly, MA 01915
(781)223-3630
dee.hall@verizon.net
CSL: 099115

Owner:

HABITAT FOR HUMANITY
NORTH SHORE
14 PARK STREET
DANVERS, MA 01923

Project:

NEW DUPLEX
40 HULL STREET ROAD
WENHAM, MA

Drawing Name:

PROPOSED
ELEVATIONS

1	11/27/18	ZBA

Job Number:
HFH-008-2018

Date: 28DEC2018	Paper Size: 11x17
Scale: AS NOTED	Drawn By: DMH

File Name:
HullStRdZBA2.DWG

Drawing Number:

A-3

SO.ESSEX #403 Bk:36251 Pg:518
10/13/2017 01:50 PM DEED Pg 1/2
eRecorded

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 10/13/2017 01:50 PM
ID: 1207716 Doc# 20171013004030
Fee: $1,048.80 Cons: $230,000.00

QUITCLAIM DEED

JCG Investments, LLC, a Massachusetts limited liability company whose address is 1 Central Street, Suite 203, Middleton, Essex County, Massachusetts,

for consideration paid of Two Hundred Thirty Thousand Dollars and 00/100 ($230,000.00),

grants to: **Anita Coco, Individually**

of: P.O. Box 671, Beverly, Essex County, Massachusetts 01984

with Quitclaim Covenants

The land and the buildings located on the Northerly side of Hull Street in said Wenham, bounded and described as follows:

SOUTHERLY	by Hull Street, 137.88 feet;
EASTERLY	by land now or formerly of McKeon, 89.34 feet;
NORTHEASTERLY	by Lot B1, as shown on plan hereinafter mentioned, 154.61 feet; and
WESTERLY	by said Lot B1, 170 feet;

Being Lot B2, containing 18138 square feet more, more or less, as shown on plan entitled " Plan of Land in Wenham, Property of Mary L. and David Brennan, Scale: 1"=40' May 16, 1969, Essex Survey Services Inc." recorded with Essex South Registry of Deeds, as Plan 358 of 1970.

For title see Foreclosure deed dated August 24, 2017, recorded with Essex South Registry of Deeds in Book 36251, Page 285. See also deed at Book 18837, Page 157.

Grantor hereby affirms under the pains and penalties of perjury that the property conveyed herein is not homestead property and that no other person is entitled to claim the benefit of a homestead therein.

The within conveyance (a) does not constitute the sale or transfer of all or substantially all of the Grantor's assets within the Commonwealth (b) is made in the ordinary course of the Company's business; (c) is not in contravention of any provision of the Company's certificate of organization, operating agreement, by-laws, rules, resolutions or votes; (d) is not in contravention of any side agreements among the Company's members or managers; and (e) is not in contravention of Massachusetts General Laws, Chapter 156C, Section 66.

Property Address: 40 Hull Street, Wenham, Essex County, Massachusetts 01984

Purchase and Sales Agreement for Real Estate

1. PARTIES AND MAILING ADDRESSES.
Anita Coco, having an address of PO Box 671, Beverly, Massachusetts 01984 hereinafter called the SELLER, agrees to SELL and Habitat for Humanity-North Shore, Inc., a Massachusetts nonprofit corporation, or its affiliate, having an address of 14 Park Street, Danvers, Massachusetts 01923, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the premises described in paragraph two of this agreement.

2. DESCRIPTION.
The land together with the improvements thereon located at 40 Hull Street, Wenham, Massachusetts, as more particularly shown on deed recorded with the Registry in Book 36251, Page 518.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS AND FIXTURES.
Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any.

4. TITLE DEED.
Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except a) Provisions of existing building and zoning laws; b) Existing rights and obligations in party walls which are not the subject of written agreement; c) Such taxes for the then current year as are not due and payable on the date of the delivery or such deed; d) Any liens for municipal betterment assessed after the date of this agreement; e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;

5. PURCHASE PRICE. The agreed purchase price for said premises, **Two Hundred Thirty Thousand ($230,000.00) Dollars**

$ 500.00 Dollars, of which have been paid as a deposit this day and **$ 225,500.00** are to be paid at the time of the delivery of the deed in cash, or by certified, cashier's, treasurer or bank check(s), or wire transfer.

$ 230,000.00 TOTAL

6. TIME FOR PERFORMANCE; DELIVERY OF DEED. Such deed is to be delivered at **1:00 o'clock P M. on or before the 30st day of November 2018** at the **Essex South District Registry of Deeds,** unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

7. POSSESSION AND CONDITION OR PREMISES. Full possession of said premises **free of** all tenants and occupants. **The property is being sold as is with all sellers' items in the house and items in the yard, said items to be the sole responsibility of the buyer.**

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.
If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, SELLER **shall use** reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

10. BUYER's ELECTION TO ACCEPT TITLE.
The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

11. ACCEPTANCE OF DEED. The acceptance **and recording** of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

12. USE OF MONEY TO CLEAR TITLE.
To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, with respect to institutional mortgages, as soon as practical, in accordance with local conveyancing custom, provided that Buyer has been provided with a so-called "payoff letter' in advance of closing with respect to such mortgages and provided that Buyer is able to be issued a clear title policy.

13. INSURANCE.
Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
TYPE OF INSURANCE
Amount of Coverage
(a) Fire and Extended Coverage $ **AS PRESENTLY INSURED**.

14. ADJUSTMENTS.
Taxes for the then current fiscal year, shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

15. ADJUSTMENT OF UNASSESSED AND ABATED TAXES.
If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

16. DEPOSIT.
All deposits made hereunder shall be held in escrow by Law office of Judy A. Field PC as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent **shall** retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER or Court of competent jurisdiction.

17. BUYER's DEFAULT; DAMAGES.
If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and as seller's sole and exclusive remedy at law or equity.

18. RELEASE BY HUSBAND OR WIFE.
The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

19. LIABILITY OF TRUSTEE, SHAREHOLDER. BENEFICIARY, etc.
If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

20. WARRANTIES AND REPRESENTATIONS: The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **NONE.**

21. MORTGAGE CONTINGENCY CLAUSE. In order to help finance the acquisition of said premises, the BUYER shall apply for loans/grants totaling the amount of **$230,000.00**. If despite the BUYER's diligent efforts a commitment for such loans and or grants cannot be obtained on or before **10/01/18** the BUYER may terminate this agreement by written notice to the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event shall BUYER be obligated to perform under this agreement unless the BUYER'S Lenders' appraisal yields a value at least equal to the purchase price agreed upon by the BUYER and SELLER. The foregoing appraisal contingency shall be deemed waived if not exercised by the financing commitment deadline set forth herein.

22. CONSTRUCTION OF AGREEMENT.
This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a Written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

23. Seller agrees that between now and the Closing Date:
a) Seller shall keep the Premises in the same condition they are now in. b) Seller shall provide Buyer with access to the Premises for purposes of performing surveys, engineering and environmental studies, appraisals and other due diligence and feasibility investigations relating to the Project. BUYER shall indemnify SELLER and hold SELLER harmless from all claims, actions, costs and expenses, including reasonable attorneys' fees, arising from any personal injury to BUYER, the BUYER's mortgage lender and their agents, on or about
the Premises, and from any property damage to the Premises caused by inspections and other entries onto the property. The provisions of this Paragraph shall survive the delivery of the Deed or the termination of this Agreement by either party prior to the closing. c) Seller shall cooperate with Buyer's efforts to obtain the Permits and financing for the Project, provided that such efforts shall be at Buyer's expense.

d) Seller agrees not to lease, mortgage, or otherwise encumber the Premises between now and the Closing Date.

24. NOTICE

All notices required or permitted hereunder shall be in writing and shall be given by registered or certified mail postage prepaid addressed, if to Seller, at Seller's address stated on the first page hereof with a copy to Salvatore J. Frontiero, Esq.. Frontiero Law Office, P.C., 46 Middle Street, Gloucester, MA 01930, Ph: (978) 283-2850, fax: (978) 283-2950; sal@frontierolaw.com or such other address as Seller shall have last designated by written notice, given as aforesaid, to Buyer and, if to Buyer, at Buyer's address stated on the first page hereof with a copy to Judy A Field, Law Office of Judy A. Field PC, 900 Cummings Center, Suite 306T, Beverly, MA 01915, fax 978-922-0661, phone 978-922-0330, email judy@judyafieldlaw.com. Notices shall be deemed received on the earlier of the date when receipted for or 72 hours after deposit in the United States mails.

25. BROKER

SELLER represents and warrants to BUYER and BUYER represents and warrants to SELLER that neither party has dealt with brokers or other persons entitled to a broker's commission in connection with this transaction other than those named herein. BUYER and SELLER each agree to hold harmless and indemnify the other from and against all damages, claims, losses, and liabilities, including legal fees, incurred as a result of the failure of this warranty. The provisions of this paragraph shall survive delivery of the deed.

26. ADDITIONAL PROVISIONS.

This purchase is subject to buyer obtaining approval for a two-unit residential building permit. Buyer agrees to use diligent, good faith efforts to obtain all permits and approvals for the Project including, without limitation, a friendly 40B permit. If buyer is unable to perform on specified closing date and has used diligent, good faith efforts to close the seller agrees to a thirty day closing extension.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Anita Coco

SELLER Anita Coco

BUYER Habitat for Humanity-North Shore, Inc.

By:

Extension of Time for Performance

The parties to a Purchase and Sale Agreement for the property known as 40 Hull Street, Wenham, MA, hereby extend the deadline for the time of performance to on or before February 28, 2019 with the option of one more thirty-day extension.

In all other respects, the terms of the Purchase and Sale Agreement shall remain unchanged. Time is of the essence.

Buyer: HFHNS by their attorney Judy A. Field, Esq.

Seller: Anita Coco, by her attorney Salvatore Frontiero, Esq.

EXHIBIT B

TOWN MEETING VOTE

TOWN OF WENHAM

TOWN CLERK'S OFFICE

Annual Town Meeting –Saturday April 6, 2019
Certificate of Vote, Article 12-4

ARTICLE 12: **CPA Appropriations**

To see if the Town will vote to: hear and act on the report of the Community Preservation Committee ("CPC") for FY 2020; increase the amounts set aside in FY 2019 to reflect higher than forecasted FY 2019 Community Preservation Fund ("CPF") revenues; appropriate from the CPF FY 2020 estimated annual revenues a sum of money to meet the necessary and proper expenses of the Community Preservation Committee for FY 2020; and, further, to expend or set aside, whether from CPF FY 2020 estimated annual revenues or otherwise, as recommended by the CPC, sums of money for: acquisition, creation and preservation of open space; acquisition, creation, preservation, rehabilitation, and restoration of land for recreational use; acquisition, preservation, rehabilitation, and restoration of historic resources; acquisition, creation, preservation and support of community housing; and for the rehabilitation and restoration of open space or community housing acquired under the Community Preservation Act ("CPA").

Or take any other action relative thereto.

Motion 12-4: Harriet Davis, Chair of the Community Preservation Committee moved that the sum of $60,000 be transferred from the Community Preservation FUND BALANCE as a grant to Habitat for Humanity North Shore, Inc. for the creation of two (2) affordable housing units developed through the use of a comprehensive permit ("friendly 40B process") for one 2-bedroom unit and one 3-bedroom unit for the project entitled "40 Hull Street," located at 40 Hull Street, Wenham, Massachusetts, as described in the application filed with the CPC on January 7, 2019 (the "Project"), and to authorize the Board of Selectmen to enter into a grant agreement with the Habitat for Humanity North Shore, Inc. setting forth the terms and conditions of the grant, including a requirement that the Town be provided with an affordable housing deed restriction in such property, in perpetuity, and to authorize the Board of Selectmen to accept such restriction, execute any documents or other agreements, and take all other action necessary to effectuate this vote; provided, however, that the Board of Selectmen shall not expend the funds appropriated hereunder unless the following conditions are met:

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

Recommendation: Board of Selectmen: Favorable Action (2-0-0). Finance & Advisory Committee: Favorable Action (5-0-0)

Action: Motion 12-4 passed by a majority.

ATTEST: Dianne K. Bucco Date: April 30, 2019

Dianne K. Bucco, Town Clerk

Dianne K. Bucco 978-468-5520x1 dbucco@wenhamma.gov
www.facebook.com/WenhamTownClerk

EXHIBIT C

PROJECT STATUS REPORT FORM

Agreement #:

Project Name:

Report Date: for the date ending:
or accompanying the invoice dated:

Is this is a final project close out report?

CPA Award Amount:

CPA Award expended to date:

% of CPA Budget expended to date:

List up to five accomplishments or progress towards meeting the goals, objectives, and requirements of this CPA grant.

Use separate pages as necessary

Have there been any delays in meeting the goals, objectives, and requirements of this CPA grant? If so, please explain them.

Use separate pages as necessary

** *Attach documentation that shows the purposes and conditions of this grant award are being met (for example, photos of CPA signage, photos of construction work and completed work, copies of signed contracts, copies of reports from professional consultants, deed restrictions, funding award/commitment letters from other participating grantors, etc.)*

Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

COMMUNITY PRESERVATION COMMITTEE

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

Project Title: _____ Date: _____

Amount of Original Funding Approval: _____

Year of Town Meeting Approval: _____

Project Manager: _____ Federal Tax ID #: _____

Deed Restriction: On File ☐ Pending ☐ Exempt ☐

Project Representative: _____

Address: _____

Phone: _____

Email: _____

Description of Project Progress: (attach separate sheet)

Please include:

- Line Item Expenditures
- Project Timeline
- Project Milestones or Goals Completed to Date
- Proposed Completion Date

Total Amount Approved: $_____ for FY ___

Total Amount Expended for FY $_____
Balance: $_____

Applicant Signature: _____ Date: _____

CPC Chairperson Signature: _____ Date: _____

# of Attachments: _____ **Next Project Report Due:** _____

EXHIBIT D

CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that Grantee has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-2939276
Social Security Number
or Federal Identification Number

Habitat for Humanity North Shore Inc.
Corporate/Entity Name

by:_____
Signature of Individual

EXHIBIT E

CERTIFICATE OF VOTE

(Entities Only)

At a duly authorized meeting of the Board of Directors of the Habitat for Humanity North Shore Inc.
Name of Corporation

held on _____ , it was voted, that
Date

Gary Cowles _____ President _____
Name Officer

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above named corporation and that

Gary Cowles _____ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

_____ Joanne McMath _____
Date Clerk

Corporate Seal

BOARD OF SELECTMEN MEETING
July 9, 2019

NEW BUSINESS
L.
Community Preservation Grant Agreement
The Community House
(5 minutes)

- Draft Motion
- Proposed Community Preservation Act Grant Agreement between the Town of Wenham and The Community House

CH

BOARD OF SELECTMEN MEETING
July 9, 2019

DRAFT MOTION

Community Preservation Act Grant Agreement
The Community House

- Vote: I move to approve the proposed Community Preservation Act Grant Agreement between the Town of Wenham and The Community House.

Seconded / Discussion/ Vote

WENHAM, MASSACHUSETTS

COMMUNITY PRESERVATION ACT
GRANT AGREEMENT WITH

The Community House, Inc.

This Grant Agreement (this "Agreement") is entered into on this _____ day of July, 2019, by and between the **Town of Wenham** (the "Town"), a Massachusetts municipal corporation, acting by and through the Board of Selectmen, having its usual place of business at Wenham Town Hall, 138 Main Street, Wenham, MA 01984, and **The Community House, Inc.** ("Grantee"), formerly known as Community Service of Hamilton and Wenham, Inc., a Massachusetts charitable corporation, having an address of 284 Bay Road, Hamilton, MA 01982.

WITNESSETH:

WHEREAS, Grantee is the owner of certain property located at 284 Bay Road, Hamilton, MA and described in a deed recorded with the Essex South Registry of Deeds/Essex South Registry District of the Land Court (the "Registry") in Book 15958, Page 226 (the "Property"); and

WHEREAS, the Wenham Community Preservation Committee (the "CPC") invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the "Act");

WHEREAS, Grantee submitted to the CPC an application for funds under Act, a copy of which is attached hereto as Exhibit A and incorporated herein (the "Proposal"), in the amount of $98,000.00 for the purpose of restoring and rehabilitating the historic building (the "Building") on the Property (the "Project"), which work is more specifically described in the Proposal and in the Scope of Work described in Exhibit A , attached hereto and incorporated herein (the "Scope of Work"); and

WHEREAS, the CPC reviewed and approved the Proposal and recommended that Town Meeting appropriate the funds therein requested for the purposes of replacing the heating system, a copy of the minutes of the CPC from February 19, 2019 is attached hereto as Exhibit B; and

WHEREAS, Town Meeting thereafter appropriated $50,000.00 at the April 6, 2019 Annual Town Meeting to fund the Work, a copy of which vote is attached hereto as Exhibit C.

NOW THEREFORE, the Town and Grantee wish to set forth in this Grant Agreement the terms and conditions of the Grant, and hereby agree as follows:

Agreement

1. Recitals. The recitals above are true and accurate and are incorporated herein by reference.

2. Funding. As recommended by the CPC under Article 12-5 of the April 6, 2019 Annual Town Meeting, and as appropriated by said Town Meeting, the Town agrees to grant Grantee up to the sum of $50,000.00 (the "Funds" or the "Grant Amount") on the condition that Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and Scope of Work and documents attached thereto, and in accordance with the terms of this Agreement.

3. Conditions. The award of the Grant Funds to Grantee is conditioned upon the following conditions:

   a) Work on the Project (the "Work"), as set forth in the Proposal, the Scope of Work, and this Agreement, shall commence no later than July 1, 2020. The Town may grant extensions of the commencement date for good cause.

   b) Any excess or remaining Funds shall be returned to the Community Preservation Act Fund if the Project has not been completed as provided for in Section 3(a).

   c) Grantee agrees that, prior to the receipt of any Funds, Grantee shall grant and deliver to the Town a recordable historic preservation restriction on the exterior of the Building on the Property on terms acceptable to the Town and the Massachusetts Historical Commission and meeting the requirements of G.L. c. 184, Sections 31-33, surviving the foreclosure of any lien or other encumbrance on the Property, and substantially in the form of the Historic Preservation Restriction attached hereto as Exhibit D and incorporated herein (the "Restriction"). The Restriction shall be conveyed to the Town free of liens, easements and restrictions that would interfere with the Town's exercise of its rights under the Restriction, and all mortgages on the Property, if any, shall have been subordinated to the Restriction, as evidenced by the mortgagee(s) execution of the Restriction and/or separate subordination agreement, at the Town's option. Grantee shall promptly record the Restriction with the Registry at its sole cost and expense and provide the Town with evidence thereof before the Town will disburse any Funds.

   d) Grantee shall perform the Work in accordance with "The Secretary of the Interior's Standards for the Treatment of Historic Properties" (36 CFR 67 and 68), as these may be amended from time to time (the "Secretary's Standards").

4. Budget/Other Sources of Funding. Prior to the commencement of any work, Grantee must submit a complete budget for the Project, including all final bids that account for: (a) the expenditure of all Funds awarded under this Agreement, and (b) all other sources of funding, if necessary, to complete the Project as described herein. Reimbursement for funds spent will not commence unless sufficient sources of funding have been secured to complete the work/phase of work and the Project budget has been approved by the Town. If the Town determines that the Funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be

authorized or, if Funds have already been granted, Grantee shall be responsible for repayment of such Funds to the Town.

5. Contract Documents. The Contract Documents consist of this Agreement, the Proposal, the Scope of Work, and all documents attached hereto or referenced therein, including, without limitation, the Restriction. The Contract Documents constitute the entire agreement between the parties concerning the Project.

6. The Work. The Work shall be performed in a good and workmanlike manner, by contractors who are licensed in their respective disciplines, or by Grantee if so licensed, and shall conform to all applicable laws, bylaws, rules and regulations. Grantee shall be responsible for obtaining from federal, state and local agencies all relevant permits, licenses, and approvals prior to commencing the Work. No local permit or license or fee is waived by the award of this grant. The Town shall have the right to review plans and specifications showing the Work to be done for compliance with the Contract Documents.

7. Contact. Grantee shall identify in writing a contact person responsible for administration of the Work. The contact person is **Melissa Elmer, Executive Director**, who can be reached at **978-468-4818** [phone] and **melissa@communityhouse.org** [email].

8. Payment; Inspections. The Town shall disburse an amount not to exceed seventy-five percent (75%) of the Grant Amount (or $ 37,500) to Grantee for the cost of performing the Work, which disbursements shall be apportioned based on the Work done and made no more than once a month and paid only upon the presentment of detailed invoices from Grantee or Grantee's contractor listing in detail the Work performed and the cost thereof and a completed Project Status Report in the form attached as Exhibit E. The Town shall have the right to ask for supplementary information. Prior to any payment, the Town shall have the right, upon reasonable prior notice to Grantee, to enter the Property, including any building thereon, for the purpose of inspecting the work of Grantee and/or ensuring that Grantee is in compliance with the Restriction. No payment shall be made until the Town reasonably determines that the Work has been done in a good and workmanlike manner and substantially in compliance with the Contract Documents and with legal requirements applicable to the Work. The balance of the Grant Amount (or $12,500) shall be paid following 100% completion of the Work. Grantee shall use all such sums only for the purpose of performing the Work, as described in the Contract Documents. The entire cost of performing the Work in excess of the Grant Amount shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of performing the Work is less than the Grant Amount (the difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess.

9. Progress Reports. Grantee shall provide the Town with progress reports at three (3)-month intervals beginning sixty (60) days from the date of the signing of this Agreement for as long as the Funds remain unexpended, and with final notification within thirty (30) days after the Project has been completed. The Town reserves the right to require supplementary information from Grantee regarding the quarterly reports or final notification. Grantee shall submit a final report to the CPC and the Town, including digital photographs and other documents, if applicable, within thirty (30) days from the Project completion date.

10. Record-Keeping. Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the Town. During normal business hours and as often as the Town may deem necessary, the Town shall have full and free access to such records and may examine and copy such records.

11. Default; Termination. In the event Grantee fails to fulfill any of its obligations under this Agreement (including the provision requiring Grantee to comply with the Restriction), as determined by the Town, and such failure is not cured within thirty (30) days after the Town has given written notice to Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to Grantee. Upon receipt of said termination notice, Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of Funds as set forth in Section 16 below. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 8, 10, 11, 12, 13, 14, and 20 shall survive said expiration or earlier termination. In the event the Town is required to take legal action under this Agreement, for enforcement or otherwise, Grantee shall be liable for all of the Town's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs.

12. Return of Funds. In the event Grantee fails to fulfill any of its obligations under this Agreement and the Agreement is terminated pursuant to Section 11, any funds paid to Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of Grantee, Grantee shall be liable to repay to the Town the entire amount of the Grant Amount provided under this Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any funds so returned or recovered shall be placed in the Town Community Preservation Fund. In the event that the Town takes legal action under this Agreement, Grantee shall pay any and all costs, including reasonable attorneys' fees, expended by the Town in enforcing this Agreement.

13. Liability of the Town. The Town's sole obligation hereunder shall be to make the payment specified in Section 2 of this Agreement, provided that Grantee complies with the terms hereof, including the conditions set forth in Section 3, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town liable for any other obligation under this Agreement or to render any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.

14. Indemnification. Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, representatives and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, of any nature whatsoever arising as a result of (a) any injury to person or property resulting

from the Work, (b) the quality of the Work, (c) Grantee's performance of the Work or the negligence or misconduct of Grantee or Grantee's agents, employees, contractors and invitees, (d) the failure of any contractor hired by Grantee to perform the Work or any other act or omission of any such contractor, and (e) any and all claims for the payment by the Town of any amount in excess of the Grant Amount.

15. CPA Signage. Prior to commencement of construction on the Property or reimbursement of these funds, Grantee shall prepare and install, at its own cost and expense unless provided by the Town, a temporary sign placed at the Property, which identifies the Project and acknowledges the CPA grant. The sign shall contain the following phrase: "Project Funded in part by Community Preservation Funds." The sign and language must be approved by the Town.

16. Independent Status. Grantee acknowledges and agrees that it is acting in a capacity independent of the Town, and shall not be considered an employee or agent of the Town for any purpose.

17. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Grantee shall not assign, subcontract or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, which may be withheld in the Town's sole discretion.

18. Compliance with Laws. Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Work performed pursuant to this Agreement. Grantee and Grantee's contractors shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of Grantee to comply with the previous sentence.

19. Representations and Warranties. Grantee hereby represents and warrants that no taxes are due by Grantee to the Town, and shall execute the Certificate as to Payment of Taxes attached hereto as Exhibit F, and, further, that this Agreement constitutes a valid and binding agreement of Grantee. Grantee has executed the Certificate of Vote, attached hereto as Exhibit G.

20. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

21. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement

shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

22. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

Exhibits:
Exhibit A: Proposal and Scope of Work
Exhibit B: Community Preservation Committee Minutes of February 19, 2019
Exhibit C: Town Meeting Vote
Exhibit D: Restriction
Exhibit E: Project Status Report Form
Exhibit F: Certificate as to Payment of Taxes
Exhibit G: Corporate Vote, if applicable

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

GRANTEE:
THE COMMUNITY HOUSE, INC.

_____
(signature)

_____, _____
(print name) (title)

TOWN OF WENHAM,
By its Board of Selectmen

_____

_____

_____

6639633/WENH/0229

EXHIBIT A

PROPOSAL

APPLICATION FOR COMMUNITY PRESERVATION ACT FUNDING

Community Preservation Committee

Wenham Town Hall
Wenham, Massachusetts 01984

Name of Applicant/Contact Person: The Community House – Melissa Elmer, Executive Director

TOWN OF WENHAM
JAN 08 2019 9:40pm
RECEIVED

Mailing address: 284 Bay Road, S. Hamilton, MA, 01982

Daytime phone: 978-468-4818 **Email:** melissa@communityhouse.org

Name of Proposal: The Community House, Capital Renovation and Expansion Project

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

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

CPA Funding Requested: $295,000 ($197,000 – Hamilton, $98,000 –Wenham)
Total Project Cost: $2,000,000 – preliminary estimate of all renovations and expansion

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

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

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

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

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

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

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

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

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

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

9. ***Further Documentation***: Documentation that you have control over the site, such as a Purchase and Sale

Agreement, option or deed. It is important to note that entities who cannot demonstrate adequate site control (ie. "Friends of" groups) shall not be eligible to apply for funding.

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

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

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

MATERIALS TO BE REVIEWED: (Required for all applicants)

1. Grant Agreement
2. Procurement Memo
3. Do the State's Procurement Laws Apply? (From Community Preservation Coalition)
4. MA Inspector General Procurement Guidelines
5. Restriction Agreements
    a. Historic Preservation Restriction
    b. Conservation Restriction
    c. Affordability Restriction

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

Applicant Name: Melissa **Date:** 1/7/19

Please submit 10 copies of your completed application and any related supplemental materials to the Town Administrator's Office at the Wenham Town Hall by Monday, January 7, 2019 at 4:00PM.
Questions can be directed to Jackie Bresnahan at 978-468-5520 ext. 4 or jbresnahan@wenhamma.gov

1. Project Description

The Community House was founded in 1921 by local residents, George and Emily Mandell who lost their youngest son, Samuel, while he was serving as a World War I pilot. The Mandell's decided to honor the devastating loss of their son by making a commitment to creating a long-lasting and positive impact on their community with the donation of the Community House. They sought out the famous architect, Guy Lowell, to design a community center where the townspeople of Hamilton and Wenham could come together after the war. Lowell was the architect and landscape architect for the first Charles River dam which transformed the tidal river into the Charles River Basin. Lowell was also responsible for the landscape design of the Boston Embankment, now known as the Esplanade and is most recognized for his design of two public buildings: the Boston Museum of Fine Arts and the New York State Supreme Court building in New York City. Local builder Frank Trussell was hired to manage the construction of The Community House which was dedicated in memory of the eight local men who lost their lives in WWI: Augustus P. Gardner, Samuel Mandell, Norman Prince, William Collins, Frank Nelson, William Taylor, Lester Hodgson, and Reginald Young. The Community House was accepted into the National Register of Historic Places in 2011, and in 2018, hosted a commemorative event in coordination with the 100th anniversary of the end of World War I, to honor the legacy of the eight men who lost their lives.

In the recent decades, The Community House has made great efforts to make significant repairs to preserve our historic facility for future generations. In 2019, The Community House Board of Directors will take their dedication further by initiating a capital campaign planning process, in coordination with the organization's centennial anniversary. The campaign will raise funds to preserve, ensure safety, rehabilitate and expand the facility to meet current and future uses. The original footprint of the building requires electrical and structural assessments and repair to meet current code and safety standards. The stage and projector room require restoration and additional structural work to support modern use and ensure safety for concerts and our busy performing arts program, Stage 284. Elevator access to the basement level of our facility and modification to our main entrance doors may be necessary to comply with ADA. Building systems such as heat, a/c and fire safety have exceeded their life expectancy and rehabilitation to our lower level classrooms will be required after interior wall damage is repaired from previous water infiltration that was corrected on the exterior in 2015. Lastly, we desire to commission a local writer to conduct research and document the history of The Community House in writing and film. As a largely volunteer driven organization until the early 1980's very little information is readily available about our history. As we approach our 100th anniversary, it is the proper time to make this a priority so the rich history of the organization can be preserved forever.

The Community House has been a significant asset and landmark in our communities since 1921. We hope these improvements will help the organization continue to provide meaningful support to Hamilton and Wenham residents through our mission: bringing the arts, enrichment, and unity to our community for the next 100 years.

2. Goals

The primary goals of this project are to protect and preserve the historic Community House and maintain the safety of the 1,000 visitors that visit the facility each week – many of whom are young children. As we approach the centennial anniversary of the organization in 2021, it is critical that we continue our efforts to preserve this community institution so it may continue to enhance and enrich the lives of our community members for the next 100 years. It is also important as well that the history of the organization be documented so it may be preserved for future generations.

Meanwhile, The Community House Board of Directors will continue to move forward with planning and fundraising for additional renovations and expansion to accommodate future child care and arts programming which will support the growth and development strategies outlined in the organization's strategic plan. Additional education programs for Stage 284 will be added in the next 3-5 years as well as a child care and enrichment programs for all ages.

3. Community Support

The Community House Inc. is a 501 (c) (3) non-profit organization. We are grateful for the level of support the residents of Hamilton and Wenham have shown both individually and via Community Preservation support on prior projects. The Community House does not receive any local, state or federal funding to support its annual budget and relies on program fees, private rental revenue & leases as well as annual fundraising to support operations.

4. **Budget**

We estimate that The Community House will need to raise approximately two million dollars to support our vision for renovations and expansion. The portion eligible for CPA funding is one piece (estimated to be approximately $295,000) of this multi-million dollar endeavor. We are actively soliciting proposals from contractors for the renovation list outlined in the budget and will keep you informed as we receive more information on final figures.

We are seeking support from community preservation funding, with the eligible aspects of our renovation plans, which we hope will support a portion of facility preservation improvements we plan to make through a forthcoming capital campaign.

Renovation List	Estimated Cost
Structural Engineering and Electrical Assessments and Drawings	10,000
Replace heating and cooling systems	$85,000
Update electrical in original building	$7,500
Update all sprinkler heads and fire panel	$10,000
Install dehumidification for wet basement	$9,000
Install elevator lift to basement	$25,000
Update front entry doors to meet ADA	$8,000
Roof - slate and gutter repairs	$7,500
Address structural damage from former water infiltration in basement's north facing wall, rehab classroom spaces	$25,000
Decommission and restore fireplace	$3,000
Restore projector room	$15,000
Stage restoration	$50,000
De-lead lobby, vestibule	$20,000
Historical research project	$10,000
Project Management	$10,000
Total Estimated Cost	**295,000**

5. **Funding**

The Community House will be fundraising for the balance of the renovations and expansions. We will be making a grant proposal to the Massachusetts Preservation Projects Fund in the Spring of 2019.

6. **Timeline**

We plan to begin interior renovations and building system updates in July 2019. Construction will be scheduled on an ongoing basis throughout the year.

7. **Implementation**

Project Management will be coordinated by The Community House's Property Manager in conjunction with the contractors hired.

8. **Maintenance**

The Community House assumes the responsibility of on-going maintenance.

EXHIBIT B

COMMUNITY PRESERVATION COMMITTEE MINUTES OF FEBRUARY 19, 2019

TOWN OF WENHAM
Community Preservation Committee
Meeting Minutes of February 19, 2019
Wenham Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Committee members, a meeting of the Community Preservation Committee was held Tuesday February 19, 2019 at 7 PM in the Selectmen Meeting Room, first floor.

In 2005, Wenham voters adopted the Community Preservation Act (CPA) which provides the Town with a smart growth tool allowing us as a community to identify and preserve vital historic and open space components of our town and to develop opportunities for growth that maintain the town's heritage and character.
Mass General Law Chapter 44B § 7 governs the Community Preservation Act. The CPA surcharge on real property, in Wenham, as voted by Town Meeting, is three percent; three percent is the maximum surcharge allowed for CPA funding and receives the maximum match amount. Funds must be dedicated for open space protection, historic preservation, affordable housing and outdoor recreation.
At Large Members: Harriet Davis (2019); Natalie Bowers (2020); Thomas Starr (2020); Patrick Waddell (2019)
Arthur Burt, Wenham Housing Authority Rep (2019); Don Killam, Planning Board Rep (2020); Denis Curran, Jt Recreation Dept Rep (2021); Barbara Locke, Historic District Commission Rep (2021); Leo Maestranzi, Conservation Commission Rep (2021)

- Call the meeting to order - With a quorum present, Ms. Davis called the meeting to order at 7 pm.

Committee present: Harriet Davis, Chair; Arthur Burt, Vice Chair; Denis Curran; Barbara Locke; Leo Maestranzi;
Those members participating remotely: Natalie Bowers; Tom Starr; Patrick Waddell
Not present: Don Killam
Also present: Jackie Bresnahan, Permitting Coordinator / Special Projects Manager & Administrative Support for the CPC
Catherine Tinsley, Recording Secretary

Ms. Davis identified that three members would participate remotely due to distance and that the phone connections were clear, and that all votes would be by roll call vote.

Public information:
- Meeting packet
- The meeting was recorded with permission by HWCAM

Abbreviations:
FY Fiscal Year
CPC Community Preservation Committee
CPA Community Preservation Act
AHT (Wenham) Affordable Housing Trust

- Minutes - The draft minutes of February 13, 2019 were not ready for review. No action was taken.

- Current Fund Balance
  - CPA Fund Balance FY2020 Planning Document

Ms. Bresnahan reviewed the CPA fund balances noting minor changes since the CPC meeting February 13.
Funds were transferred into the CPA Fund Balance as recommended by the Committee for a minimum balance to remain in the account of $50,000.

The Committee will vote to finalize funding sources for the $750,000 recommendation for Harborlight/Maple Woods.

- Review & Finalize motions for the CPC Recommendations for Town Meeting and vote on funding sources for projects that were not determined on February 13
  - CPA Appropriations Draft Motions

Harborlight/Maple Woods Senior Affordable Housing
VOTE: Mr. Burt moved and it was seconded, and the motion carried unanimously by roll call vote.

That the sum of **$ 750,000** be transferred from the Community Preservation Fund, of which the sum of
$ 182,052 shall come from the **CPA Fund Balance,** and the sum of
$ 373,119 shall come from the **Community Housing,** and the sum of
$ 194,829 shall come from the **Budgetary Reserve,**

as a grant to Harborlight Community Partners, Inc., for the acquisition and/or creation of forty-five (45) units of housing for seniors (over the age of 62) earning no more than 80% of the area median income including the Town of Wenham, for the project known as "**Maple Woods Senior Affordable Housing,**" located at 62 Maple Street, Wenham, Massachusetts, and described in detail in the application filed with the CPC on January 23, 2019 (the "Project"), and to authorize the Board of Selectmen to enter into a grant agreement with Harborlight Community Partners, Inc., setting forth the terms and conditions of the grant, including a requirement that the Town be provided with an affordable housing deed restriction or restrictions in such property, in perpetuity, and to authorize the Board of Selectmen to accept such restriction(s), execute any documents and other agreements, and take all other action necessary to effectuate this vote; provided, however, that the Board of Selectmen shall not expend the funds appropriated hereunder unless the following conditions are met:

i) A final ruling, settlement, and/or dismissal by the court is reached with respect to the matter of [**insert name of litigation, including case number**], the pending litigation regarding the appeal of the Maple Woods comprehensive permit issued by the Wenham Zoning Board of Appeals;
ii) The Zoning Board of Appeals issues a new comprehensive permit for the Project, which permit is not appealed;
iii) The Project receives all other necessary permits and Town Department approvals;
iv) The Project to be undertaken is consistent with the Binding Term Sheet dated January 7, 2018[1] [on file with the Town Clerk, rather than the development already permitted by Maple Woods LLC several years ago;
v) The Board of Selectmen or its designee has verified that all of the aforementioned conditions are met.

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

- Those Articles from the February 13, 2019 meeting that were amended, were voted again with the updated language.

Wenham Lake Cedar Street bench

VOTE: Mr. Maestranzi moved and it was seconded, and the motion carried unanimously by roll call vote.
Move that the sum of **$1,200** be transferred from the Community Preservation Fund Open Space and Recreation Reserve for the purpose of the purchasing and installing the so-called **Wenham Lake Cedar Street Bench**, including all incidental and related expenses, which project is described in detail in the application submitted to the Community Preservation Committee on January 7, 2019, such sum to be expended under the direction of the Town of Wenham Open Space & Recreation Committee.

Open Space Trail Map

VOTE: Ms. Locke moved and it was seconded, and the motion carried unanimously by roll call vote.
Moved that the sum of **$6,000** be transferred from the Community Preservation Fund Open Space and Recreation Reserve for the **Open Space Trail Map** project, including all incidental and related expenses, which project is described in detail in the application submitted to the Community Preservation Committee on February 6, 2019, such sum to be expended under the direction of the Town of Wenham Open Space and Recreation Committee.

Town Hall Debt

VOTE: Mr. Curran moved and it was seconded, and the motion carried unanimously by roll call vote.
Move that the total sum of **$126,100** be transferred from the Community Preservation Fund, of which the sum of **$99,619** shall come from the Historic Resources Reserve and the sum of **$26,481** shall come from the CPA Budgetary Reserves, for FY2020 debt service on the borrowing for the rehabilitation of the historic (Wenham)**Town Hall.**

Community House

VOTE: Mr. Burt moved and it was seconded, and the motion carried unanimously by roll call vote.

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

Habitat for Humanity

VOTE:* Ms. Locke *moved and it was seconded, and the motion carried unanimously by roll call vote.
The sum of $ 60,000 from the Community Preservation Fund Balance as a grant to **Habitat for Humanity North Shore, Inc.** for the creation of two (2) affordable housing units developed through the use of a comprehensive permit ("friendly 40B process") for one 2-bedroom unit and one 3-bedroom unit for the project entitled "40 Hull Street," located at 40 Hull Street, Wenham, Massachusetts, as described in detail in the application filed with the CPC on January 7, 2019 (the "Project"), and to authorize the Board of Selectmen to enter into a grant agreement with the Habitat for Humanity North Shore, Inc. setting forth the terms and conditions of the grant, including a requirement that the Town be provided with an affordable housing deed restriction in such property, in perpetuity, and to authorize the Board of Selectmen to accept such restriction, execute any documents or other agreements, and take all other action necessary to effectuate this vote; provided, however, that the Board of Selectmen shall not expend the funds appropriated hereunder unless the following conditions are met:

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

o Ms. Bresnahan requested confirmation to set the order of the articles.
Vote: Mr. Waddell moved to place the articles in descending order by the amount of the recommended grant.
Ms. Locke did not see the relevance and to leave it as is.
The motion carried with Ms. Locke and Mr. Maestranzi voting in the negative.

- Review draft of correspondence from CPC to Affordable Housing Trust regarding the funding request from Harborlight Community Partners to both Committees
  - Draft Letter to AHT from H. Davis

Ms. Davis drafted a letter to Josh Anderson, Chair of the Affordable Housing Trust, urging the Trust to act swiftly on Harborlight's application for at least $250,000, if not the full anticipated amount of $600,000, to show support from the Town of Wenham. The letter was read by the Chair.
Motion: Mr. Maestranzi moved, and it was seconded, to send the letter as written.
Under discussion: Mr. Waddell observed that no application has been made to the AHT and felt that this is misleading and put in a public document and did not feel it was appropriate and asked that his name not be affixed to the letter.
Ms. Bower agreed with Mr. Waddell and that the letter was not appropriate and goes beyond the scope of the Committee and that Ms. Davis should not send a letter on behalf of the Committee.
Ms. Locke supported the letter, noting that a donation from the AHT is something that Committee expressed strong interest in supporting. Mr. Curran and Mr. Burt also supported the letter.
Mr. Starr suggest the letter be clarified/amended to not include reference to application that doesn't exist and Ms. Davis amended the letter to state "if and when, an application from Harborlight is received".
VOTE: The motion carried by majority vote with Mr. Starr, Mr. Waddell and Ms. Bower voting in the negative and not being signatories on the letter. Ms. Davis will contact Mr. Killam regarding his name being on the letter.

- The Committee will meet on April 6, Town Meeting Day, in the Buker School at 12:30 pm.

- Adjourn – *The Committee unanimously adjourned by roll call vote at 7:32 pm*

Respectfully Submitted By
Catherine Tinsley
2.23.19

EXHIBIT C

TOWN MEETING VOTE

TOWN OF WENHAM
TOWN CLERK'S OFFICE

Annual Town Meeting –Saturday April 6, 2019
Certificate of Vote, Article 12-5

ARTICLE 12: **CPA Appropriations**
To see if the Town will vote to: hear and act on the report of the Community Preservation Committee ("CPC") for FY 2020; increase the amounts set aside in FY 2019 to reflect higher than forecasted FY 2019 Community Preservation Fund ("CPF") revenues; appropriate from the CPF FY 2020 estimated annual revenues a sum of money to meet the necessary and proper expenses of the Community Preservation Committee for FY 2020; and, further, to expend or set aside, whether from CPF FY 2020 estimated annual revenues or otherwise, as recommended by the CPC, sums of money for: acquisition, creation and preservation of open space; acquisition, creation, preservation, rehabilitation, and restoration of land for recreational use; acquisition, preservation, rehabilitation, and restoration of historic resources; acquisition, creation, preservation and support of community housing; and for the rehabilitation and restoration of open space or community housing acquired under the Community Preservation Act ("CPA").
Or take any other action relative thereto.

Motion 12-5: Harriet Davis, Chair of the Community Preservation Committee moved that the sum of $50,000 be transferred from the Community Preservation FUND BALANCE as a grant to the Community House, Inc. for the heating system as part of the preservation and rehabilitation of the historic Community House located at 284 Bay Road, Hamilton, Massachusetts, and to authorize the Board of Selectmen to enter into a grant agreement with the Community House, Inc. upon such terms and conditions as the Board of Selectmen shall deem appropriate, including but not limited to the provision to the Town of an historic preservation restriction, in perpetuity, in such property, and further that historic preservation efforts be documented to the satisfaction of the Board of Selectmen, and to authorize the Board of Selectmen to accept an historic preservation restriction in such property, execute documents, and take all other action needed to effectuate the purposes of this vote; provided, however, that if the project contemplated by this vote has not commenced by July 1, 2020, the appropriation authorized hereunder shall expire, said deadline to be extended at the discretion of the Board of Selectmen upon the request of the Community House, Inc. as long as the Board determines that a good faith effort has been made by the Community House, Inc. to advance the Project.

Recommendation: Board of Selectmen: Favorable Action (3-0-0). Finance & Advisory Committee: Favorable Action (5-0-0)

Action: Motion 12-5 passed by a majority.

ATTEST: Dianne K. Bucco Date: April 30, 2019
Dianne K. Bucco, Town Clerk

Dianne K. Bucco 978-468-5520x1 dbucco@wenhamma.gov
www.facebook.com/WenhamTownClerk

EXHIBIT D

RESTRICTION

EXHIBIT E

PROJECT STATUS REPORT FORM

Agreement #:

Project Name:

Report Date: for the Quarter ending:
or accompanying the invoice dated:

Is this is a final project close out report?

CPA Award Amount:

CPA Award expended to date:

% of CPA Budget expended to date:

List up to five accomplishments or progress towards meeting the goals, objectives, and requirements of this CPA grant.

Use separate pages as necessary

Have there been any delays in meeting the goals, objectives, and requirements of this CPA grant? If so, please explain them.

Use separate pages as necessary

*** Attach documentation that shows the purposes and conditions of this grant award are being met (for example, photos of CPA signage, photos of construction work and completed work, copies of signed contracts, copies of reports from professional consultants, deed restrictions, funding award/commitment letters from other participating grantors, etc.)*

Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

COMMUNITY PRESERVATION COMMITTEE

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

Project Title: _____ Date: _____

Amount of Original Funding Approval: _____

Year of Town Meeting Approval: _____

Project Manager: _____ Federal Tax ID #: _____

Deed Restriction: On File ☐ Pending ☐ Exempt ☐

Project Representative: _____

Address: _____

Phone: _____

Email: _____

Description of Project Progress: (attach separate sheet)

Please include:

- Line Item Expenditures
- Project Timeline
- Project Milestones or Goals Completed to Date
- Proposed Completion Date

Total Amount Approved: $_____ for FY ___

Total Amount Expended for FY $_____
Balance: $_____

Applicant Signature: _____ Date: _____

CPC Chairperson Signature: _____ Date: _____

# of Attachments: _____ **Next Project Report Due:** _____

EXHIBIT F

CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that Grantee has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
Social Security Number
or Federal Identification Number

_____
Corporate/Entity Name

by:_____
Signature of Individual

EXHIBIT G

CERTIFICATE OF VOTE

(Entities Only)

At a duly authorized meeting of the Board of Directors of the _____
Name of Corporation

held on _____, it was voted, that
Date

_____ _____
Name Officer

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above named corporation and that

_____ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

_____ _____
Date Clerk

Corporate Seal

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