Town of Wenham
BOARD OF SELECTMEN

AGENDA

Tuesday November 7th
6:30 PM
Wenham Town Hall – 138 Main Street
Notice of public meeting as required by M.G.L. Chpt.30 §18-28

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

6:30 P.M.

WELCOME: Call to order

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

ANNOUNCEMENTS

1. Storm Debris Drop-off at West Wenham Playground, Pingree Park, and Iron Rail until Thursday November 9, 2017 — JC
2. DPW Loose Leaf Pick-up Delayed Start – Monday November 13, 2017 — JC
3. Curbside Textiles Recycling Starts Monday November 13, 2017 — JC
4. Thank You First Responders Blood Drive – Tuesday November 14, 2017 — CH
5. CPC Public Hearing – Thursday November 16, 2017 at 7PM — CH
6. 375th Anniversary Silent Auction – Thursday November 30, 2017 at 6:30PM — CH

6:40 P.M.

REPORTS

TOWN ADMINISTRATOR – Update
CHAIRMAN
SELECTMEN

6:50 P.M.

NEW BUSINESS

A. Proposed Policy for Snow Removal on Private Ways — CH
B. Adoption of Proposed Fire-based Emergency Medical Services Fee Schedule — CH
C. Household Hazardous Waste Day Intermunicipal Agreement — JC
D. 375th Anniversary Donation Acceptance — JC
E. One Day Liquor License – Kathleen Feldman, Wenham Museum, 132 Main Street
Crafts & Crafts Holiday Party, November 17, 2017, 6pm – 8pm — CH
F. Mass Health Flu Vaccine Provider Application — CH
G. Pole Attachment Agreement with Verizon New England — JC
H. Discussion of Options for Permanent Repairs on Longfellow Road — CH
I. Other matters, as may not have been reasonably anticipated by the Chair (Discussion Only) — CH

8:10 P.M.

MINUTES

Open Session: July 11, 2017; August 1, 2017; August 22, 2017; September 19, 2017
Executive Session: July 11, 2017; August 1, 2017; September 19, 2017

8:15 P.M.

ANTICIPATED ADJOURNMENT

BOARD OF SELECTMEN MEETING

November 7, 2017

ANNOUNCEMENTS

1.	Storm Debris Drop-off at West Wenham Playground, Pingree Park, and Iron Rail until Thursday November 9, 2017	JC
2.	DPW Loose Leaf Pick-up Delayed Start – Monday November 13, 2017	JC
3.	Curbside Textiles Recycling Starts Monday November 13, 2017	JC
4.	Thank You First Responders Blood Drive – Tuesday November 14, 2017	CH
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6.	375th Anniversary Silent Auction, Thursday November 30, 2017 at 6:30PM	CH

STORM DEBRIS DROP OFF AREAS

Due to the recent storm damage, residents are permitted to drop off debris **(BRANCHES & BRUSH ONLY, NO LEAVES)** at the following locations until Thursday November 9, 2017:

- **West Wenham Playground**
- **Pingree Park**
- **Iron Rail Parking Lot**

The DPW has designated specific drop-off areas at each of these locations. The DPW cannot dispose of any resident storm debris as part of loose leaf pick-up, which starts Monday November 13.

DEPARTMENT OF PUBLIC WORKS
PRESS RELEASE

The Wenham Department of Public Works annual leaf collection will begin **November 13, 2017** with one to two passes of loose leaf collection followed by a bagged leaf collection in December if needed.

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

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

Loose leaf collection will occur in the following order:

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

If needed, a bagged leaf pick-up will be conducted on Wednesday, December 27th. Place leaves in yard waste paper bags or open trash barrels only. **No Brush will be accepted**. All leaves must be placed curbside by 7:00am. No plastic bags are allowed. In the event that we receive a significant snowfall, a bagged leaf pick-up will be conducted in the spring.

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

Curbside Textiles Recycling Program to Launch November 13th

Starting Monday, November 13, Wenham residents will have a free, convenient curbside textiles collection program. The Town is partnering with Simple Recycling to offer its residents an effective and innovative way to recycle various household items.

Pick-up will occur on a weekly basis on the same schedule as Wenham's regular trash, recycling and organics collection day. When bags are collected by Simple Recycling, replacement bags will be left at the residence. Additional bags will be delivered upon request.

Items that can be recycled through this program include: clothing, jewelry, shoes, purses, toys, pictures, mirrors, blankets, drapes/curtains, pillows, rags, sleeping bags, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. Items must weigh less than 50 pounds.

Residents should have received their first informational mailers from Simple Recycling which includes an introduction to the program. A second mailer should arrive this week, accompanied by residents' first pink collection bag. For more information on the program visit www.simplerecycling.com or contact them at **1-866-835-5068.**

American Red Cross

The need is constant.
The gratification is instant.
Give blood.™

redcrossblood.org | 1-800-RED CROSS

Please join the Towns of Hamilton and Wenham at our:

Thank You First Responders Blood Drive

Hamilton-Wenham Regional Library

1st Floor Conference Room
14 Union Street, South Hamilton, MA 01982

Tuesday, November 14, 2017

2:00 – 7:00pm

To schedule your appointment:
Go to www.redcrossblood.org and enter sponsor code "**HWgives**", or call 1-800-RED-CROSS (1-800-733-2767).

Donation bins for the Acord Food Pantry will be located at check-in.

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Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

COMMUNITY PRESERVATION COMMITTEE

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

NOTICE OF A PUBLIC HEARING

The Wenham Community Preservation Committee will conduct a public hearing in accordance with MGL, Chapter 44B, Section 5 (b)(1) at the Wenham Town Hall, 138 Main Street, at 7:00 pm on Thursday, November 16, 2017 for the purpose of a public informational hearing on the needs, possibilities, and resources of the town regarding community preservation possibilities and resources.

Harriet Davis, Chair
Community Preservation Committee

To be published in the Hamilton-Wenham Chronicle
on Thursday, November 2 and Thursday, November 9, 2017

Featured Auction Items:

- Aerial photographs by Jay Burnham
- Celtics Tickets
- 2 Nights in Sanctuary Cottage (Asbury Grove)
- 2 Rounds of Golf for 4
- Family Membership to Wenham Museum
- Gift Certificate from Carefree Boating
- And more!

375th Town of Wenham Anniversary Celebration 1643-2018

A toast to the start of Wenham's 375th Anniversary celebrations…

Silent Auction & Cocktail Hour

Thursday, November 30th ~ 6:30-8:30 pm
Burnham Hall, Wenham Museum

Enjoy hor d'oeuvres by Bonne Bouche Catering, a specialty cocktail, and beer/wine cash bar.

Tickets can be purchased online for $45 at:

https://wenham375silentauction.eventbrite.com

Please contact the 375th Anniversary Committee to purchase tickets or make a donation by mail.

All Museum exhibits will be open to guests during the event.

All proceeds will go to the 375th Anniversary Committee for programming and celebrations in 2018.

WENHAM MUSEUM

For more information, please contact Town of Wenham 375th Anniversary Committee at wenham375@wenhamma.gov

BOARD OF SELECTMEN MEETING

November 7, 2017

REPORTS

- TOWN ADMINISTRATOR – Update
- CHAIRMAN
- SELECTMEN

Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

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

MEMORANDUM

TO:	Board of Selectmen
FROM:	Peter Lombardi, Town Administrator
RE:	Town Administrator's Report
DATE:	November 7, 2017

Storm Follow-up
In the wake of the storm and associated power outages last week, Police Chief Perkins has provided the attached situational report. While the restoration of power took several days for many of our residents, prompting school and municipal building to be closed for multiple days, and made for some challenging trick-or-treating on Halloween, this storm left many communities in the area with an unexpectedly high number of downed trees and power lines. In addition, National Grid was operating with limited staffing resources, since many of their crews were still providing assistance in Texas, Florida, and the islands. Once onsite, they were both efficient and communicative, particularly in ensuring power was promptly restored to the Water Department's pump station and repairing the major trunk line on Main Street. Kudos to the members of our Police, Fire, and DPW Departments for their collective efforts to ensure public safety throughout by clearing roads and sidewalks of debris, directing traffic, and coordinating our overall recovery efforts.

FY19 Budget Update
Department heads and several committee chairs met with the Board of Selectmen and members of the Finance & Advisory Committee this past Saturday to review their preliminary FY19 budget submissions. As we continue to aim to deliver a level services budget that fits within our levy limit, several key data points are now known, including:

- FY17 new growth was certified at $208k, approximately $110k higher than projected based on the results of the Board of Assessors' ongoing measure and list project, thereby increasing our levy capacity by that amount going forward
- The extent of the HWRSD student enrollment shift was significantly lower than projected by NESDEC last year. Accordingly, the cost impact of the shift to Wenham for FY19 is down approximately $110k, from $314k (projected) to $204k (actual)
- Approximately $115k in Excess & Deficiency funds will be available to subsidize Wenham's FY19 HWRSD assessment

With another $100k in potential health insurance savings on the table and the possibility of using $100k in one-time funds to address capital needs, we are set to be within less than

$100k of meeting our goal of avoiding the need for an operating override for FY19. Although these projections are based on a 3% operating increase for HWRSD and we are still relatively early on in the Town's own budget process, we have made tremendous progress over the past several months, reducing our estimated deficit by more than $600k. A joint meeting with Hamilton and HWRSD leadership will take place in the next few weeks to discuss our major cost drivers and financial constraints for next fiscal year's budget.

Veterans Day

The Veterans Committee invites all residents to attend a ceremony that will take place on Saturday November 11 at 11:00am to honor our local veterans at the memorial located at the corner of Main and Arbor Streets. Immediately following the ceremony, the Boy Scouts will be serving lunch at the Wenham Fire Department for all attendees. Because the holiday falls on a Saturday and following protocol set by the Commonwealth, all municipal offices will be open during regular business hours on Friday the 10th.

Open Space and Recreation Plan Survey

The Open Space and Recreation Committee held their first of two public forums last Thursday evening to begin the process of soliciting input from residents regarding updates to our 2001 Open Space and Recreation Plan. As part of this process, they are conducting a survey to understand the needs and priorities of our residents. A link to the survey can be found on the Town's homepage – https://www.surveymonkey.com/r/WenhamOSRP. Hard copies are also available at Town Hall, the Council on Aging, and Library. All surveys must be completed by Monday December 4.

WENHAM POLICE DEPARTMENT

THOMAS C. PERKINS
CHIEF OF POLICE

1 Friend Court
P.O. Box 536
Wenham MA 01984
www.wenhampd.com

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

Peter,

This is an after action report for the recent storm which occurred on Sunday 10/29/17 into Monday 10/30/17.

The Town fared pretty well until approximately 0300 hrs on the 30th. At that time, winds reached a speed capable of snapping and totally uprooting trees. Almost simultaneously, trees entangled in power, phone and cable lines came down across Cedar St, Cherry St and Monument Street. At 0330 an enormous tree uprooted on Main St., between Perkins St. and Larch Row, which tore power lines all the way from Wenham Square to Down Town Hamilton. This tree fortunately missed a house by only 6 inches.

Acting Sergeant Dave Marsh was instantly overwhelmed with calls for service. He requested the dayshift respond in early and at 0400 he notified me of the present situation. I decided to respond at this point and notified Captain DiNapoli as well to respond. I directed Acting Sergeant Marsh to continue calling in personnel as needed. After we spoke, Captain DiNapoli responded to the Station to be briefed and meet incoming Officers. I circled the Town and prepared to be able to give an up to date Sitrep of present conditions. Once complete, we met to discuss moving forward.

Sergeant Gray was put in charge of street operations. Captain DiNapoli was put in charge of overall police operations, and I assumed responsibility for Emergency Management encompassing all operations. Both the Police and Fire Departments were operating on emergency generators, but they were functioning normally. I assigned a senior officer to the West side of Town as access was only available via the City of Beverly at this point. We coordinated with the Fire Department, which at this time was already assisting us with road closures and live power lines down. DPW crews were already called in and assisting whenever possible, but efforts were severely restricted due to the live power lines down.

WENHAM POLICE DEPARTMENT

THOMAS C. PERKINS
CHIEF OF POLICE

1 Friend Court
P.O. Box 536
Wenham MA 01984
www.wenhampd.com

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

Somewhere between 0400 – 0500, National Grid crews arrived and were successful in clearing power lines from Main St. prior to rush hour fortunately. We were advised at this time that tree and line crews were spread very thin due to their response to other States and Territories' hurricane damage. This particular National Grid worker delayed his response to his next call for service and actually aided in getting power lines off of one of our patrol cars which had been tangled up, taking the unit and the officer out of service, when we truly needed all hands on deck.

I was able to brief you via text and phone, and we scheduled a follow-up meeting for later in the morning with all public safety Department Heads and Command Staff. At that meeting we were fortunate enough to have the National Grid Foreman for crews just arriving in Town join us. We exchanged thoughts on the current situation and formulated a plan going forward for staff rotations and breaks. We also coordinated efforts with Hamilton regarding the postponement of Halloween. After much consideration, we mirrored Hamilton's decision and sent out a cautionary advisory warning of potential hazards.

We would text, talk and meet several more times, and it took another day and a half to get all the power back on in the rest of the Town. Once that National Grid crew arrived initially, they worked harder, longer and faster than any of my staff remembers seeing in years. We made preparations for a shelter to be opened, but never had the actual need. The Fire Department, DPW and Police Department worked incredibly well together.

Respectfully submitted,

Chief Thomas Perkins

BOARD OF SELECTMEN MEETING

November 7, 2017

NEW BUSINESS

A. Proposed Policy for Snow Removal on Private Ways	CH
B. Adoption of Proposed Fire-based Emergency Medical Services Fee Schedule	CH
C. Household Hazardous Waste Day Intermunicipal Agreement	JC
D. 375th Anniversary Donation Acceptance	JC
E. One Day Liquor License – Kathleen Feldman, Wenham Museum, 132 Main Street, Crafts & Crafts Holiday Party, November 17, 2017, 6pm – 8pm	CH
F. Mass Health Flu Vaccine Provider Application	CH
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H. Discussion of Options for Permanent Repairs on Longfellow Road	CH
I. Other matters, as may not have been reasonably anticipated by the Chair (Discussion Only)	CH

BOARD OF SELECTMEN MEETING

November 7, 2017

NEW BUSINESS
A.
Proposed Policy for Snow Removal on Private Ways

- Memo regarding Proposed Policy for Snow Removal on Private Ways from Peter Lombardi, Town Administrator, November 7, 2017
- October 2017 Listing of Unaccepted Streets

CH

Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

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

MEMORANDUM

TO: Board of Selectmen
FROM: Peter Lombardi, Town Administrator
RE: Proposed Policy for Snow Removal on Private Ways
DATE: October 24, 2017

As discussed in the context of the recent request by the Middlewood Drive Condominium Association for the Town to initiate snow removal for their private way, I have reviewed the inventory of all of our unaccepted roads with DPW Director, Bill Tyack, and recommend the following policy regarding making a determination on which of these streets the Town should offer to plow:

"Consistent with the provisions of Massachusetts General Law Chapter 40 Section 6C, as have been previously accepted, the Town shall provide snow and ice removal services on private ways as long as such ways are open to public use, provide access to two or more numbered properties on that way, have a finished paved surface, and are not subject to any additional restrictions as may have been granted by the Planning Board or Zoning Board of Appeals. In the case of any conflicting provisions in a decision issued by these municipal land use boards regarding such unaccepted roads or private driveways, those provisions shall prevail. Batchelder Park, although unpaved, shall be eligible for snow and ice removal based on past precedent.

Given the Town's limited staffing and equipment resources, the Department of Public Works will make every effort to clear these unaccepted roads to the best of their abilities. However, clearing of public ways must take precedence, especially when responding to significant snow events. In addition, the Town will not take any responsibility for sanding/salting roadways, hauling of snow, or plowing sidewalks on these private ways.

Removal of snow and ice from such private ways shall not constitute a repair of a way. Further, the provision of snow and ice removal services on private ways shall not obligate the Town in any way to continue to provide such services, and the Board of Selectmen shall retain the right to make changes to or rescind this policy at any time at their own discretion."

Attached is a listing of the unaccepted roads in Town showing which roads we currently plow and which we do not. Based on the provisions of this proposed policy, there are a number of roads which we have not historically plowed that would now be eligible. They are as follows:

- Middlewood Drive
- Toppan Lane
- Nathaniel Circle
- Sias Lane
- Danes Way

I would suggest that we send a letter to each of the residences on these roads to see if they would be interested in having the Town assume these services going forward. If we hear back affirmatively from a majority of property owners on each of these unaccepted roads, we would then start plowing their street this coming year.

As has been done over the past several years, we will also issue our annual reminder letter to all residents who live on private ways that we do plow and will include copies of this policy in that mailing to make sure they are clear on the extent of the services that the Town is opting to provide.

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

October 2017

This is a list of unaccepted streets which we **DO** plow and minimal repairs:

Longfellow Road	16 homes
South Street	4 homes
Woodside Lane	13 homes
D'Ambrosio Way	3 homes
Patch Ave	2 homes
Hickory Lane	2 homes
Laurel Drive	3 homes
Batchelder Park	10 homes

Here is a list of streets which we do **NOT** plow or maintain:

Ramona Way	1 home
Middlewood Drive	20 homes
Toppan Lane	3 homes
Remington Road	1 home
Nathaniel Circle	3 homes
Wallis Drive	24 Townhomes
Horse Hill Lane	0 homes
Orchard Lane	2 homes
Old Town Way	2 homes
Sias Lane	4 homes
Danes Way	3 homes
Larch Lane	Enon Village
Old Country Way	The Maples

BOARD OF SELECTMEN MEETING

November 7, 2017

NEW BUSINESS
B.
Adoption of Proposed Fire-based Emergency Medical Services Fee Schedule

- Memo regarding Feasibility of Initiating Fire-based Basic Life Support Emergency Medical Services from Fire Chief Bob Blanchard, June 15, 2017
- Proposed Fire-based Emergency Medical Services Fee Schedule
- Cataldo Ambulance Service, Inc. & Atlantic Ambulance Service 2017 Private, MA Medicare & MassHealth Rates, December 29, 2016
- Draft Motion

CH

Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

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

MEMORANDUM

TO:	Board of Selectmen
CC:	Town Administrator, Peter Lombardi
FROM:	Fire Chief Bob Blanchard
RE:	Feasibility of Initiating Fire-based Basic Life Support Emergency Medical Services
DATE:	June 15, 2017

At my suggestion and after discussions with Board of Selectmen and the Finance and Advisory Committee last summer, the Town Administrator and I sought to review, evaluate, and make recommendations regarding the feasibility of adding ambulance service as a Wenham Fire Department (WFD) responsibility. We were tasked with evaluating the benefits and consequences of choosing to provide this service in-house, including potential new revenues, personnel changes, expense impacts, response time metrics, and various other operating and financial considerations.

After assembling the data provided below and based on my assessment of the existing staffing capacities of the WFD, I believe that it would be operationally and financially feasible for the WFD to operate a Basic Life Support (BLS) transporting ambulance. As I see it, the benefits of a WFD-based ambulance service are summarized as follows:

- **Demand is Increasing for Responses to Medical Emergencies**
  Medical calls are the most common emergencies for Wenham Fire Department responses on a daily basis, accounting for approximately 55% of WFD responses on an annual basis.

- **The Town is losing out on a Potential New Revenue Source**
  Currently, all revenue for providing this service is collected by the private ambulance provider. While Lyons Ambulance provides this service at no cost to the Town, we are still losing out on a potential untapped revenue source that could serve to offset current operating costs.

- **A Fire Department-Based Ambulance Service aligns well with the current WFD model**
  The current medical services program employed by the WFD already incorporates many of the functions and costs of the BLS ambulance program. Service and safety of our residents may be enhanced.

Current EMS System in Wenham

In order to evaluate the concept of taking on ambulance service in-house (BLS or otherwise), it is important to understand the current model for Emergency Medical Services in Wenham. All 911 calls for a medical emergency are managed by Essex County Regional Emergency Communications Center (ECRECC); they dispatch the appropriate resources based on the type and nature of the emergency. Currently, the WFD acts as the 'First Responder' to all medical emergencies. Wenham personnel (fire fighters and EMTs) quickly assess the person's emergency and begin Basic Life Support (BLS) level care, including use of an Automatic External Defibrillator (AED), Epi-Pens, Aspirin, Naloxone, and Albuterol as needed. We currently have 20 firefighters on our medical response team, most of whom are certified as EMTs and approximately 10 of whom have experience actually working on ambulances now or in the past.

In addition to this standard WFD response to all medical calls, an ambulance is provided by Lyons Ambulance service, which is based in downtown Danvers. Upon dispatch, Lyons sends a unit staffed with 2 Basic EMTs for most calls (BLS) or ALS (Advanced Life Support) EMTs if needed. Following an incident, the patient's insurance is billed by Lyons Ambulance for the transport services that they provide. Under the terms of our current contract with Lyons (see attached) which is set to expire in June of 2018, the Town does not receive any compensation from the private ambulance company for dispatching their units to 911 calls, nor does the Town pay Lyons any fee for providing ambulance coverage.

To summarize:

- Currently WFD provides BLS services during an emergency until Lyons personnel arrive and transport the patient to the hospital.
- Only the transporting service may bill insurance; thus, only Lyons receives insurance payments for emergency care services.

Call Volume

From 2011 through 2016, WFD responses to 911 calls have fluctuated from year-to-year but have generally been on the rise. While part of this can be attributed to different dispatching and response protocols resulting from our transition to the RECC (see significant increase from 2013 to 2014), the Fire Department has faced increasing demands for service calls over time. At the same time, the Town has seen an increase in the number of medical emergencies which require a response and ambulance transport to the hospital as a percentage of overall calls (from approximately 45% to 55% over the past 5 years).

Historical Call Volume: 2011- 2016

	2011	2012	2013	2014	2015	2016
911 calls	654	550	595	796	744	815*
EMS calls	296	297	336	382	410	391

*Note: In 2016, the tracking criteria was changed; non-emergency incidents are now included in the total of "911 calls" as of 2016 (approximately 100 calls are non-emergency).

To summarize:

- In 2016, WFD EMS responded to 391 medical emergencies.
- The majority of WFD emergency calls are medical calls. Medical calls as a percentage of all calls is generally increasing each year.

Service Response Times

Under our current contract with Lyons Ambulance, they are required to maintain certain response standards. Specifically, the contracts calls for ALS and BLS ambulance response times of ten minutes fifty nine seconds (10:59) or less ninety (90%) percent of the time. Lyons provides the Town with monthly reports that detail their responses to all calls (a sample report is attached for your reference).

Generally, Lyons' response times are at or very near this benchmark. Historically (2010-2015), Lyons has delivered sub-11 minute responses times 87% of the time. In 2016, they delivered sub-11 minute response times just over 80% of the time. Their slowest monthly responses in 2016 met this standard for 68% of the calls. It is important to note that because of the Town's relatively low transport volume (averaging just over 1 a day), every call accounts for about 3% of the monthly volume. Accordingly, the difference in how quickly they respond to a few calls can make a dramatic impact on meeting these response time standards.

It is difficult to project precisely what the Wenham Fire Department's response times would be if we were to take on BLS. We have always tracked the time it takes one member of the Department to arrive on scene after a call is toned out. Based on this metric, our historical average response time is 5:20 (5 minutes, 20 seconds). We also track how long it takes for an apparatus to arrive on scene. In this regard, we average a sub-10 minute response time 96% of the time. Our average personnel turnout per medical call over the past year has been 9 call firefighters, 4 of whom are trained EMTs.

We continue to gather data about how both the number of responding personnel and their response times vary by day of the week and hour of the day to understand if there are any consistent gaps we need to be concerned about or monitor in terms of staff availability and responsiveness. Consistent with the findings of the fire study from several years ago, our medical call volumes are highest between 6AM and 6PM – when full-time staff are manning the station and available to respond. The goal of this program would be to maintain or improve upon the existing standards set by Lyons to ensure that residents would see no diminution in their level of service as a result of the Fire Department handling BLS. In addition to contracting with a private ambulance provider to deliver ALS, we would also have agreements with multiple area providers to ensure that they would be available to respond to BLS calls in short order if our staff were unable to for whatever reason. We would also err on the side of caution in establishing our emergency medical dispatch

protocols such that ALS would be called in for any medical calls that BLS might not be equipped to handle.

Revenue Projections

Revenue is dependent on a combination of: the number of BLS transports, the rate of reimbursement from private and public insurers, and the percentage of reimbursements received. Reimbursement for ambulance transport varies based on the type of insurance carrier that the patient has, so the payor mix is an important component to account for as well. Medicare pays a flat rate based on a national fee schedule, which is far less than a private HMO pays for the same emergency.

In addition, only one transporting provider can bill insurance. When ALS is provided by a private service performed in the back of a BLS transporting ambulance, ALS bills the patient's insurance and reimburses the BLS ambulance at an agreed-upon rate.

Per the attached article from the MMA and the related legislation, the state is currently entertaining potential cost containment measures to keep health care costs down. One item under consideration is capping rates for ambulance transports. We have been working with our local legislative delegation to ensure that the legislation, if approved, allows the Town to establish our reimbursement rates before these restrictions are imposed, as failure to be able to do so would obviously dramatically impact the bottom line of our pro forma in terms of projected revenue. The potential impact of these changes would apply whether or not the Town provides this service in-house. Prior to 2010, the Town paid Lyons $48k/year to provide EMS to our residents. If reimbursement rates were to be capped, we may be faced with needing to pay for this service once again if we were using a private ambulance service, depending on whether or not that company contracted directly with the insurance providers.

Assuming no major changes to the rate structures, the following table represents fees that the Town could bill insurance providers for various emergency medical responses:

Sample Charges (consistent with other area providers)	
Base charge for a Basic Life Support Transport	$ 1,000
Mileage	$ 50/mile
Treat no Transport	$ 400
Refusal	$ 100
Oxygen	$ 250
Extra EMT	$ 300
C-Spine	$ 350
Defib	$ 350
Epi/Narcan	$ 300
Patient Refusal (non-transport) – optional billing	$ 250

Note that this table is for discussion purposes only and does not represent actual rates to be charged if we do move forward with this program. The Town may opt to charge higher fees to the insurance providers that are more in line with best practices in the industry.

Payor Mix

Based on our community demographics both in terms of age and socioeconomic status, we are assuming a 50/50 split between residents who will be covered by these private insurance providers and those who will be covered by Medicare/Medicaid. The reimbursement rates through these federal programs are much lower – between $300 and $400 for BLS transports.

Collection Return Rates

Collection rates vary by community but are relatively consistent. For comparable North Shore communities that currently use Fire-based BLS, their rates are as follows:

- Essex 82%
- Manchester 90%
- Lynnfield 94%
- Nahant 90%

I would anticipate seeing similar collection rates if we were to implement this model in Wenham. To be conservative, we have assumed an 85% net collection rate.

Percentage of Transports

From December 1, 2015 to November 30, 2016, Lyons responded to 382 calls. 252 were transports and 130 (approximately one-third) were non-transports. These ratios are also relatively consistent over time and should not vary from a private to a public entity.

ALS vs. BLS Responses

An average of approximately 15% of all annual transports in neighboring communities that provide Fire-based ambulance service are ALS. As previously indicated, when choosing an ALS service to back up BLS, we would have to negotiate a fee for Wenham's initial response. Lyons has indicated that they would be interested in continuing to provide ALS service if the Town were to pilot Fire-based BLS ambulance service, but we have not yet discussed what this fee would be and so have not included any revenues resulting from

Preliminary Projections of Potential Revenue

Based on Lyons' actual responses from December 1, 2015 to November 30, 2016:

- Of the 382 total calls, 252 were transports and 130 were non-transports.
- Of the 252 transports in total, 15% of transports are typically ALS (38), yielding 214 BLS transports.
- 214 BLS transports x $700 base charge (assuming 50/50 payor mix) = $149,800 in billable revenue
- Deduct 3% billing charge for billing company = $145,306

- Assuming an 85% collection return = $123,510

We have tried to be relatively conservative in the assumptions that we have used to build our projections. Accordingly, while we can expect some variation between our projected and actuals in each of these components, we expect our bottom line revenues to be fairly consistent with this $125k annual revenue estimate.

In addition, it is important to note that this calculation only includes billing for transports, since Lyons does not currently bill for non-transports. If the Town chose to bill for patient refusals (130 last year), we could generate another $25+k in potential revenue.

Operating Expenses

The WFD currently operates a medical program at a cost of approximately $121,000/year. Consequently, most of the costs associated with an ambulance program are already included in the annual operating budget and so would not introduce much in the way of new expenses. Since WFD has been providing BLS care for many years (except transport), some regulatory requirements have already been met.

"On Call" personnel is the most cost-effective method for staffing an ambulance. At this time, we do not intend to change our existing personnel model to take on Fire-based BLS EMS and staff an ambulance. Currently, we average 7 respondents per call, 9 for medicals. A pilot program would closely monitor response times, especially during non-peak hours. If we found that we were not meeting similar response time standards as what we have been receiving by utilizing Lyons to provide these services, we would have to re-evaluate our staffing model. A potential solution to ensuring better, or at least more consistent, response times with in-house staff would be for the Town to provide on-call stipends to members of our medical team to fully ensure 24/7/365 availability.

Current Cost of Medical Program	
On Call Wages (approximate)	$ 100,000
Medical Supplies	$ 6,000
E.M.T. Stipends	$ 13,000
E.F. Recovery	$ 2,000
Additional New Expense	
Billing Company (3rd party) Charges	3%

Before implementation (even for a pilot), the Town would have to impact bargain with the call firefighters, and members of the medical team specifically, based on the change in working conditions resulting from transitioning to a Fire-based BLS model. In addition to those new personnel costs, we should anticipate at least some incremental increases in the amount of call hours based on the time it will take them to complete their transports.

Capital Expense

The Town has already acquired an ambulance for $7,000 that meets MA State Regulations for BLS licensure. This vehicle is road-ready and needs minimal additional start-up costs to be fully equipped for BLS service.

Long-term, if the pilot is successful and the Town wants to invest in a new vehicle, there are a few options to consider. To purchase a fully equipped Type 2 van style new vehicle, a capital cost of at least $75,000 is anticipated. The life expectancy for this kind of vehicle will be about five years. Alternatively, a lease-to-purchase financing option can be used with an annual cost of approximately $16,000. We would likely keep the current ambulance as back-up if that were to be the case.

Implementation

Key items that would need to be addressed prior to making this transition include: identifying additional personnel costs associated with providing 24/7/365 BLS service, getting all necessary approvals from the state in terms of credentialing, setting reimbursement rates and negotiating and securing payer contracts, and negotiating a new Advanced Life Support (ALS) service contract. It is estimated to take several months to establish our initial credentialing, the payer contracts, and provider agreements.

To summarize, key implementation tasks would be:

- Complete outfit of ambulance (Fire Department)
- Negotiate change in working conditions with call firefighters (Town Administrator)
- Provide Lyons with 90 day notice of EMS contract termination and negotiate new ALS-only contract (Town Administrator)
- Secure Medicare and Medicaid contracts, 3rd party billing, and Mutual Aid agreements (Town Administrator & Fire Chief)
- Secure BLS licensure with MA DPH, including all related inspections and service zone plan modifications (Fire Chief)
- Establish updated emergency medical dispatch protocols with RECC and ALS provider (Town Administrator & Fire Chief)
- Coordinate overlap coverage through transition

Conclusion

The Fire Service has evolved from being solely focused on fire suppression to being the primary first responder to medical emergencies in our community. Nationally, more than half (55%) of the incidents to which fire departments respond are categorized as EMS; a figure that is directly in line with our own medical response service volume here in Wenham. Based on my assessment, the potential benefits to a WFD-operated BLS ambulance include:

- New revenue source to support our public safety services without a tax subsidy; keeps revenue in town.

- Based on WFD's excellent track record on response times, the FD ambulance should arrive at a resident's home as quickly as it does now and be staffed with first responders who are similarly skilled in their ability to provide emergency medical services.
- WFD FF/EMTs will provide emergency care from our residents' homes to the receiving hospital; patients will not be transferred to outside EMTs.
- Decreased need to respond with a fire engine to medical calls; less wear and tear on vehicles and less fuel consumed.
- Increased call FF recruitment by having the ambulance service as an incentive to otherwise less interested candidates.
- WFD personnel have familiarity and "ownership" with Town, residents, and roads that the staff for the private ambulance provider may lack.
- As teamwork is essential during life threatening emergencies, a WFD-staffed ambulance will ensure that all emergency providers work together, are familiar with WFD equipment, communication systems, and command structure.

Given the number of unknowns highlighted above and acknowledging the fact that embracing this model will have significant impacts on how the Department operates, the Town could institute a one-year pilot where the WFD would provide BLS service and contract with a private ambulance provider for ALS services as needed, similar to the model currently employed in Essex. We would actively monitor response times and closely track both operating costs and revenues, with monthly reporting for the duration of the year. At its conclusion, we could then assess what the actual costs and benefits to the Town are and determine whether to make this change on a permanent basis.

Fire-Based EMS Rate Sheet - November 2017

DEPARTMENT	MILEAGE	BLS NON EMERGENCY	BLS EMERGENCY	ALS NON EMERGENCY	ALS EMERGENCY	ALS 2	SCT	OXYGEN	AIRWAY	MAST	IV THERAPY	CARDIAC MONITOR	DEFIBRILLATION	EXTRA EMT	CSPINE	EPI-PEN BLS MEDS	ETT LMA	SPLINT	CPAP	BLS TREAT/ NO TRANSPORT	ALS TREAT/ NO TRANSPORT	TRIAGE TO PRIVATE
MEDICARE	$ 7.03	$ 228.25	$ 365.21	$ 273.90	$ 433.68	$ 627.70	$ 741.82	$ 54.90	$ 133.33	$ 78.42	$ 117.62	$ 164.70	$ 117.62									
ANDOVER	$ 24.00	$ 671.34	$ 1,074.12	$ 805.59	$ 1,275.54	$ 1,846.17	$ 1,610.00	$ 90.00	$ 220.00	$ 138.00	$ 193.00	$ 271.00										
ESSEX	$ 25.00	$ 750.00	$ 750.00	$ 875.00	$ 875.00	$ 1,265.00	$ 1,500.00	$ 110.00	$ 195.00		$ 185.00	$ 245.00	$ 180.00									
GEORGETOWN	$ 22.00	$ 731.46	$ 731.46	$ 868.62	$ 868.62			$ 125.00	$ 230.00		$ 235.00	$ 310.00	$ 225.00	$ 338.00								
GLOUCESTER	$ 44.63	$ 676.74	$ 1,097.19	$ 822.90	$ 1,302.93	$ 1,885.80	$ 2,228.67	$ 164.69	$ 400.00	$ 235.27	$ 352.87	$ 494.11	$ 352.87	$ 600.00								
LYNN	$ 40.00	$ 700.00	$ 1,000.00	$ 900.00	$ 1,400.00	$ 1,700.00	$ 1,900.00	$ 150.00	$ 300.00	$ 150.00	$ 300.00	$ 325.00	$ 300.00							$ 400.00	$ 600.00	$ 50.00
LYNNFIELD	$ 50.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	-	$ 250.00	$ 400.00		$ 300.00	$ 350.00	$ 350.00	$ 300.00	$ 350.00	$ 300.00			$ 400.00		$ 600.00	
MANCHESTER	$ 17.93	$ 459.42	$ 735.08	$ 551.30	$ 872.90	$ 1,263.40	$ 1,493.12	$ 76.86	$ 186.66	$ 109.79	$ 164.67	$ 230.58	$ 164.67									
METHUEN	$ 40.00	$ 570.63	$ 913.03	684.75	$ 1,084.20	$ 1,556.25	$ 1,854.55	$ 140.00	$ 340.00		$ 294.06	$ 425.00	$ 300.00		$ 250.00	$ 250.00						
MIDDLETON	$ 22.00	$ 575.00	$ 675.00	$ 775.00	$ 1,000.00	$ 1,200.00	$ 1,200.00	$ 150.00	$ 300.00	$ 75.00	$ 250.00	$ 275.00	$ 275.00	$ 250.00	$ 175.00	$ 250.00		$ 50.00				
NEWBURY	$ 38.00	$ 1,000.00	$ 1,304.10		$ 1,630.00	$ 2,173.00	$ 1,700.00	$ 149.00	$ 325.00		$ 375.00	$ 500.00	$ 800.00		$ 400.00	$ 300.00		$ 75.00				
NO. ANDOVER	$ 32.73	$ 496.28	$ 804.61	$ 603.46	$ 955.48	$ 1,382.92	$ 1,634.36	$ 120.77	$ 293.34	$ 172.53	$ 258.77	$ 362.35	$ 258.77									
NORTH READING	$ 38.00		$ 1,250.00		$ 1,650.00	$ 1,850.00																
TOPSFIELD	$ 32.50		$ 1,100.00		$ 1,695.00	$ 1,795.00					$300.00											
AVERAGE	$ 32.83	$ 693.72	$ 956.51	$ 838.66	$ 1,239.21	$ 1,659.80	$ 1,680.08	$ 138.76	$ 290.00	$ 146.77	$ 267.36	$ 344.37	$ 320.63	$ 372.00	$ 293.75	$ 275.00		$ 62.50	$ 400.00	$ 400.00	$ 600.00	$ 50.00
MEDIAN	$ 32.73	$ 676.74	$ 1,000.00	$ 814.25	$ 1,275.54	$ 1,747.50	$ 1,634.36	$ 140.00	$ 300.00	$ 144.00	$ 276.42	$ 325.00	$ 287.50	$ 319.00	$ 300.00	$ 275.00		$ 62.50	$ 400.00	$ 400.00	$ 600.00	$ 50.00
Wenham Proposed	**$ 35.00**	**N/A**	**$ 1,000.00**	**10% ADMIN***	**10% ADMIN***	**N/A**	**N/A**	**$ 120.00**	**$ 300.00**	**N/A**	**10% ADMIN***	**10% ADMIN***	**$ 300.00**	**$ 300.00**	**$ 250.00**	**$ 300.00**	**N/A**	**$ 50.00**	**10% ADMIN***	**N/A**	**10% ADMIN***	**N/A**

*10% ADMIN = Cataldo rate, plus 10% administrative fee per MGL

CATALDO AMBULANCE SERVICE, INC.
PROVIDING EXCEPTIONAL CARE THROUGH CLINICAL EXCELLENCE

Atlantic AMBULANCE SERVICE

2017 Private, MA Medicare & MassHealth Rates

	Private Rates 2017	Medicare 01* Locality	Medicare 99* Locality	Massachusetts Medicaid: MassHealth
A0429 - BLS Emer	1,400.00	406.20	379.79	236.27
A0428 - BLS Non-Emer	1,200.00	253.88	237.37	147.67
A0427 - ALS Emer	2,000.00	482.36	451.00	280.57
A0426 - ALS Non-Emer	1,750.00	304.65	284.84	174.30
A0433 - ALS 2	2,400.00	698.16	652.77	406.09
A0434 - SCT	2,400.00	833.19	771.45	479.93
A0425 - Mileage	60.00	7.29	7.29	2.93
A0422 - Oxygen	$ bundled			
93000 - Cardiac Monitor	$ bundled			
A0396 - Airways	$ bundled			
A0394 - IV Therapy	$ bundled			
A0384 - Defibrillator	$ bundled			
A0998- BLS -Treat No Transport	710.00			
A0998- ALS - Treat No Transport	710.00			
A0424- Additional Attendant	160.00			
Hazmat/ Detail/ Stand-By	Special Pricing			
A0130 - Chair Car	90.00			20.94
S0215 - Chair Car Miles	10.00			1.46
T2001 - CC 2nd Attendant	30.00			8.00
A0130 - CC 2nd Patient	90.00			10.45
Bus Tour- Each Way	40.00			

*Medicare Locality 01 Pick Up Zip Code Counties: Middlesex, Norfolk and Suffolk
*Medicare Locality 99 Pick Up Zip Code Counties: All other

Revised: ndps 12/29/2016

BOARD OF SELECTMEN MEETING

November 7, 2017

DRAFT MOTION

Proposed Fire-based Emergency Medical Services Fee Schedule

- Vote: I move to adopt the proposed fee structure for Fire-based Basic Life Support Emergency Medical Services for the duration of the one year pilot program.

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING

November 7, 2017

NEW BUSINESS

C.

Household Hazardous Waste Day Intermunicipal Agreement

- Intermunicipal Agreement between the Town of Hamilton and the Town of Wenham for Collection of Household Hazardous Waste, October 28, 2017
- Intermunicipal Agreement between the Town of Hamilton and the Town of Wenham for Collection of Household Hazardous Waste, February 6, 2012
- Draft Motion

JC

INTERMUNICIPAL AGREEMENT BETWEEN
THE TOWN OF HAMILTON AND THE TOWN OF WENHAM
COLLECTION OF HOUSEHOLD HAZARDOUS WASTE

Agreement made as of October 28, 2017 by and between the Town of Hamilton, Massachusetts and the Town of Wenham, Massachusetts, pursuant to G.L. c. 40, § 4A, for the collection of household hazardous waste in Hamilton, Massachusetts.

1. PRIMARY TOWN. The Town of Hamilton is authorized to act on behalf of the Town of Wenham for procuring services for the collection of household hazardous waste in Hamilton. Authorization includes the execution of contracts for household hazardous waste.

2. SERVICES. Hamilton has contracted for, and will administer, a hazardous waste collection day in the fall of 2017. The collection services will be offered to Hamilton and Wenham citizens. Hamilton will provide two Department of Public Works employees to oversee the collection, an additional employee to collect fees from citizens for materials brought for disposal, and a police detail. Hazardous waste collection day will occur on a date to be determined by Hamilton's Director of Public Works. In the event that Hamilton contracts for hazardous waste collection in future years, it shall offer to Wenham the opportunity to participate upon the same terms as set forth herein.

3. COSTS. Hamilton shall bear all of the administrative responsibilities & under this Agreement.
   a. Fall 2017 Collection: Hamilton shall pay to Clean Harbors a fee of ***$4,500.00*** for collection in the fall of 2017. Wenham shall reimburse Hamilton for one-half of this fee. In addition, Wenham shall reimburse Hamilton for one-half the wage and indirect costs for providing employees on the day of collection.
   b. Future Collections: For future hazardous waste collection days that Hamilton provides and in which Wenham agrees to participate, Wenham shall reimburse Hamilton for one-half the cost payable to the vendor and one-half the cost of all Hamilton employee services. The fee to the Towns for future collections cannot be determined as of this writing and will be communicated to Wenham before Hamilton executes a new contract for hazardous waste collection services.
   c. Credit for Receipts: Wenham's reimbursements to Hamilton for any collection day shall be net of receipts as set forth in the next paragraph. Payment is due from Wenham within 15 days of receipt of the invoice for such services from Hamilton. Hamilton shall account for all monies collected at drop off and apply such monies to any then-unpaid costs for providing the service.

4. RECEIPTS. Hamilton shall institute a schedules of charges to town citizens who use

the Hazardous Waste Collection services. Receipts shall be credited to the gross costs to Hamilton for operation of the Hazardous Waste Collection day. Any costs remaining unreimbursed after application of the receipts shall be charged to Wenham as set forth in paragraph 3, above.

5. TOWN EMPLOYEES. Hamilton employees who devote any time to the administration of services under this Agreement will remain solely Hamilton employees and shall not be deemed or considered to be Wenham employees for any purpose. Hamilton's personnel policies and collective bargaining agreements, if applicable, shall solely apply to the determination of wages and benefits due to any employee supplying services to either town under this Agreement.

6. FISCAL AGENT. Hamilton shall maintain detailed records of joint costs paid by Hamilton for town employees, equipment, and materials used. These records shall be made available for review by Wenham upon request. Financial statements summarizing the services provided under this Agreement shall be provided by Hamilton to Wenham on an annual basis within thirty days of the end of each fiscal year.

7. AMENDMENT. This Agreement may be modified only by written amendment as authorized by both towns' Boards of Selectmen.

8. TERM OF AGREEMENT. This Agreement shall have a term of three (3) years, or may be terminated earlier by either town, so long as written notice by the Board of Selectmen of the terminating town to the other town is received prior to the execution of a contract with a vendor to collect hazardous waste.

HAMILTON TOWN MANAGER

WENHAM BOARD OF SELECTMAN

INTERMUNICIPAL AGREEMENT BETWEEN
THE TOWN OF HAMILTON AND THE TOWN OF WENHAM

COLLECTION OF REFUSE, GARBAGE, RECYCLING AND ORGANIC WASTE

Agreement made as of February 6, 2012, by and between the Town of Hamilton, Massachusetts and the Town of Wenham, Massachusetts, pursuant to G.L. c. 40, § 4A, for the collection of refuse, garbage, recycling and organic waste (collectively "Trash") in the two towns.

1. PRIMARY TOWN. The Town of Hamilton is authorized to act on behalf of the Town of Wenham for procuring supplies or services for the collection of Trash in both towns. Authorization includes the execution of contracts for the lease/purchase of collection bins and for services for the collection, disposal, recycling, or composting of all Trash or hazardous waste.

2. SERVICES. The services provided under this Agreement comprise the following:

a. Hamilton has contracted for, and will administer, a hazardous waste collection day in the fall of 2012. The collection services will be offered to Hamilton and Wenham citizens. Hamilton will provide two Department of Public Works employees to oversee the collection, an additional employee to collect fees from citizens for materials brought for disposal, and a police detail. Hazardous waste collection day will occur on a date to be determined by Hamilton's Director of Public Works. In the event that Hamilton contracts for hazardous waste collection in future years, it shall offer to Wenham the opportunity to participate upon the same terms as set forth herein.

b. Hamilton shall execute an agreement on behalf of both towns for the lease/purchase of composting bins and 35 gallon trash barrels in sufficient quantities to provide each collection site (home, municipal or business) with one countertop bin and one roadside wheeled bin for composting and one 35 gallon trash bin for items that are not recyclable or compostable. The lease/purchase agreement will have a term of three (3) years.

3. COSTS. Hamilton shall bear all of the administrative responsibilities under this Agreement.

a. Hazardous Waste Collection. Hamilton shall pay to Clean Harbors a fee of $3150.00 for collection in the fall of 2012. Wenham shall reimburse Hamilton for one-half of this fee. In addition, Wenham shall reimburse Hamilton for one-half the wage costs for providing employees on the day of collection. For future hazardous waste collection days that Hamilton provides and in which Wenham agrees to participate, Wenham shall reimburse Hamilton for one-half the cost payable to the vendor and one-half the cost of all Hamilton employee services, net of receipts as set forth in the next paragraph. Payment is due from Wenham within 15 days of receipt of the invoice for such services from Hamilton.

Hamilton shall account for all monies collected at drop off and apply such monies to any then-unpaid costs for providing the service.

b. Composting Bins and Trash Barrels. It is expected that the principal cost for bins and barrels will not exceed $81,000.00 over the term of the lease/purchase agreement, or approximately $27,000.00 per year. The lease/purchase agreement is expected as well to incur an issuance cost of $350.00. Interest will accrue annually on the unpaid balance of the principal at an initial rate of 3.6900%. Hamilton shall appropriate and pay the annual principal and interest payments due under the lease/purchase agreement. Wenham shall pay Hamilton for its share of the entire cost of the contract for the procurement of bins and barrels, based upon the actual apportioned cost of such bins and 50% of the issuance cost. Wenham shall remit payment for such bins and barrels within thirty (30) days of the submission of the accounting and notice of payment due.

4. MANAGEMENT OF SERVICES. Hamilton's Director of Public Works shall be responsible for the management of all service providers with which Hamilton contracts under this Agreement.

5. EXCLUSIONS FROM AGREEMENT. Each Town will remain responsible for responding to all inquiries or complaints from their own resident customers, and will publicize its availability through publicly available channels, such as the Town website and Town Hall bulletin board. Each Town will remain responsible for arranging for collection and disposal of white goods, such as TV's, CRT's and other such appliances and equipment.

Each Town will remain responsible for executing a contract with a vendor for the collection and hauling of non-recyclable and recyclable trash and waste in its community. Each Town will remain responsible for appropriating funds for the separate payment of fees for this service. In the first year of this Agreement, Hamilton and Wenham shall execute on its own behalf, and not on behalf of the other community, a contract with Hiltz Waste Disposal, Inc. for the collection and hauling of non-recyclable and recyclable trash and waste. Hiltz will separately invoice each Town for the services it provides in each Town.

Each Town receives revenue generated from the sale of Pay As You Throw ("PAYT") bags, by which residents may place more Trash for collection that permitted under the Towns' Rules and Regulations for ordinary maximum disposition. The accounting and receipt of such revenue is unaffected by this Agreement.

6. TOWN EMPLOYEES. Hamilton employees who devote any time to the administration of services under this Agreement will remain solely Hamilton employees and shall not be deemed or considered to be Wenham employees for any purpose. Hamilton's personnel policies and collective bargaining agreements, if applicable, shall solely apply to the determination of wages and benefits due to any employee supplying services to either town under this Agreement.

7. EFFECTIVE DATE. The Effective Date of this Agreement is February 6, 2012.

8. FISCAL AGENT. Hamilton shall maintain detailed records of joint costs paid by Hamilton, or town employees, equipment and materials used. These records shall be made available for review by Wenham upon request. Financial statements summarizing the services provided under this Agreement shall be provided by Hamilton to Wenham on an annual basis within thirty days of the end of each fiscal year.

9. AMENDMENT. This Agreement may be modified only by written amendment as authorized by both towns' Boards of Selectmen.

10. TERM OF AGREEMENT. This Agreement shall have a term of 4 years. The Agreement may be terminated by either town effective upon the first day of the next fiscal year provided that written notice by the Board of Selectmen of the terminating town to the other town is given no less than six (6) months prior to the effective date. Failure of a town to give timely notice of termination shall obligate the terminating town to pay its share of joint cost for the next fiscal year notwithstanding any subsequent appropriation decisions by the terminating town. Termination will not extinguish the terminating Town's obligation to pay its share under the lease/purchase agreement, which shall remain an enforceable contractual obligation of the terminating Town.

HAMILTON TOWN MANAGER

WENHAM BOARD OF SELECTMEN

524283/6134.0

BOARD OF SELECTMEN MEETING

November 7, 2017

DRAFT MOTION

Intermunicipal Agreement between the Town of Hamilton & Town of Wenham for Collection of Household Hazardous Waste

- Vote: I move to approve the proposed Intermunicipal Agreement between the Town of Hamilton & Town of Wenham for Collection of Household Hazardous Waste.

Seconded / Discussion/ Vote

NEW BUSINESS

D.

375th Anniversary Donation Acceptance

- Gift and Donation form from 375th Anniversary Committee for $3,000
- Memo regarding Acceptance of 375th Anniversary Donations from 375th Anniversary Committee Treasurer, Harriet Davis, November 3, 2017
- Draft Motion

TOWN OF WENHAM
GIFT/DONATION ACCEPTANCE FORM

TO: Town Administrator

CC: Town Accountant

FROM: **375th Anniversary Committee**
Trudy Reid, Chair
Kirsten Alexander, Vice-Chair
Harriet Davis, Treasurer

The above officer, department, board or committee has requested acceptance of the following gift pursuant to Massachusetts General Laws, Chapter 44, Section 53A and further requests that the Board of Selectmen authorize the expenditure of funds for the stated purpose.

375th Anniversary Comm. $3000.00
Name of Party Offering Gift — Amount of the Gift

donations for 375th celebrations
Purpose for which Gift has been Offered

Events & Programming related to 375th
Purpose for which Gift will be Expended

[ ] Letter Accompanying Gift Attached

APPROVAL OF RECEIPT AND EXPENDITURE OF GIFT BY THE BOARD OF SELECTMEN

At a meeting of the Board of Selectmen on _____ , the Board of Selectmen voted

to authorize the acceptance and any future expenditure of these gift/donation funds for the purpose described above.

_____ _____ _____

375th Anniversary Committee • Town of Wenham

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

To: Wenham Board of Selectmen
From: Harriet Davis, Treasurer
Date: November 3, 2017
Subject: Acceptance of 375th Anniversary Donations

MEMO

To the Wenham Board of Selectmen,

Please see the attached request that the Town accept a gift of $3,000 from the 375th Anniversary Committee. This money will be used for programming and events for the 375th Anniversary Celebrations and all related expenses.

Should you have any questions, please do not hesitate to contact me at hpdavis@aol.com.

Thank you,

Harriet Davis, Treasurer
375th Anniversary Committee

BOARD OF SELECTMEN MEETING

November 7, 2017

DRAFT MOTION

Donation of 375th Anniversary Committee Funds

- Vote: I move the Board of Selectmen accept donations totaling $3,000 from the 375th Anniversary Committee to help fund events surrounding our 375th Anniversary celebration.

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING

November 7, 2017

NEW BUSINESS

E.

One Day Liquor License
Kathleen Feldman, Wenham Museum
132 Main Street, Crafts & Crafts Holiday Party
November 17, 2017, 6pm – 8pm

- Application from Kathleen Feldman, Wenham Museum
- Certificate of Liability Insurance for the North Shore Bartending with the Wenham Museum and Town of Wenham as additional insured
- ServSafe Certification from Kathryn Halloran
- Check for $50.00
- Email approval from Chief Tom Perkins, WPD (placeholder)
- Email approval from Captain Jeff Baxter, WFD
- Email approval from Jackie Bresnahan, Permitting & Special Projects Assistant
- Draft Motion

CH

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:	Crafts & Crafts Holiday Party
Date of Event:	November 17, 2017
Start Time:	6pm
Expected End Time:	8pm
Address of Event:	132 Main Street
# of People Expected to Attend:	70
Open to Public or Private Event?	Public
Type of Event? *(fundraiser, party, golf tournament, etc.)*	Party
Event Location Description: *(private home, public area, function hall, etc.)*	The Wenham Museum
Indoor or Outdoor Event?	Indoor
Bar or Liquor Service Vehicles?	No
Contact Name:	Kathleen Feldman
Company/Organization Name:	The Wenham Museum
Phone Number:	978-468-2377 x 128
Email Address:	Kathleen.feldman@wenhammuseum.org

Requesting a License for Sale of:

[X] All Alcoholic Beverages (non-profits only) $50 [ ] Malt and Wine (for profit companies) $100

The Licensed Activity or Enterprise is:

[X] Non-Profit (May sell all forms of liquor) [ ] For Profit (May sell wines and malt beverages only)

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

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

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

Signature

10/13/17
Date

Kathleen Feldman
Print Name

9NORT60 OP ID: DN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/02/2017

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
John J Walsh Ins Agency, Inc
P O Box 4407
Salem, MA 01970-6407
John J. Walsh Ins. Agcy., Inc.

CONTACT NAME: John J. Walsh Ins. Agcy., Inc.
PHONE (A/C, No, Ext): 978-745-3300 FAX (A/C, No): 978-745-9557
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	
INSURER B : United States Liab Ins Co	
INSURER C : A.I.M. Mutual Ins. Companies	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED North Shore Bartending Service Inc.
c/o George McCabe
11 D Russell St
Salem, MA 01970

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR			NN663457	03/04/2017	03/04/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			VWC10060221082017A	02/24/2017	02/24/2018	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Liquor Liabiity			CL1596225D	03/04/2017	03/04/2018		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event: November 17, 2017
Town of Wenham is named as additional insured

CERTIFICATE HOLDER

Wenham Museum
Attn: Kathleen Feldman
132 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
John J. Walsh Ins. Agcy., Inc.

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Congratulations!

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Senior Vice President, National Restaurant Association Solutions

ID # 12387837

CARD # 13339381

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

KATHRYN HALLORAN

NAME

2/24/2016

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the **ServSafe Alcohol®** responsible alcohol service program.

Sherman Brown

Senior Vice President, National Restaurant Association Solutions

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4102901 v.140

In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at [redacted] with the class number provided on this form.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at [redacted] or [redacted].

CASH ONLY IF ALL *CheckLock*™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

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

Salem Five Cents Savings Bank
53-7055/2113

6258

10/13/2017

PAY TO THE ORDER OF Town of Wenham $**50.00

Fifty and 00/100********** DOLLARS

PROTECTED AGAINST FRAUD

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

MEMO

6258

Town of Wenham 10/13/2017 50.00

Cash - Salem 5 50.00

From: Tom Perkins
To: Nicole Roebuck
Subject: RE: One Day Liquor License - Wenham Museum - Crafts & Crafts Holiday Party 11.17.17
Date: Monday, November 06, 2017 9:37:33 AM

Hi Nicci,

Sorry for delayed response. I see no issues. 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, November 2, 2017 1:51 PM
To: Jeff Baxter; Stephen B. Kavanagh; Tom Perkins; Kevin Dinapoli; Jacqueline Bresnahan
Subject: One Day Liquor License - Wenham Museum - Crafts & Crafts Holiday Party 11.17.17

Good Afternoon,

We received the attached One Day Liquor License request from Kathleen Feldman at the Wenham Museum for their annual Crafts & Crafts Holiday Party to be held at the museum Friday, November 17, 2017 from 6:00pm – 8:00pm. Their Application, Certificate of Liability Insurance, Tips Certification and Check for $50 are included.

Please reply with any questions and/or your recommendations for the BOS on this request as soon as you're able. This request is on their November 7th agenda.

Thank you.
Nicci

Nicole Roebuck

From: Jeff Baxter
Sent: Thursday, November 02, 2017 3:02 PM
To: Nicole Roebuck; Stephen B. Kavanagh; Tom Perkins; Kevin Dinapoli; Jacqueline Bresnahan
Subject: RE: One Day Liquor License - Wenham Museum - Crafts & Crafts Holiday Party 11.17.17

Nicci,
They are currently update date so they are good.

Thank you,
Jeffrey Baxter
Captain

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

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

From: Nicole Roebuck
Sent: Thursday, November 02, 2017 1:51 PM
To: Jeff Baxter; Stephen B. Kavanagh; Tom Perkins; Kevin Dinapoli; Jacqueline Bresnahan
Subject: One Day Liquor License - Wenham Museum - Crafts & Crafts Holiday Party 11.17.17

Good Afternoon,

We received the attached One Day Liquor License request from Kathleen Feldman at the Wenham Museum for their annual Crafts & Crafts Holiday Party to be held at the museum Friday, November 17, 2017 from 6:00pm – 8:00pm. Their Application, Certificate of Liability Insurance, Tips Certification and Check for $50 are included.

Please reply with any questions and/or your recommendations for the BOS on this request as soon as you're able. This request is on their November 7th agenda.

Thank you.
Nicci

Nicole Roebuck

From: Jacqueline Bresnahan
Sent: Thursday, November 02, 2017 1:53 PM
To: Nicole Roebuck
Subject: RE: One Day Liquor License - Wenham Museum - Crafts & Crafts Holiday Party 11.17.17

Museum is all set with Building Inspections.

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

From: Nicole Roebuck
Sent: Thursday, November 02, 2017 1:51 PM
To: Jeff Baxter; Stephen B. Kavanagh; Tom Perkins; Kevin Dinapoli; Jacqueline Bresnahan
Subject: One Day Liquor License - Wenham Museum - Crafts & Crafts Holiday Party 11.17.17

Good Afternoon,

We received the attached One Day Liquor License request from Kathleen Feldman at the Wenham Museum for their annual Crafts & Crafts Holiday Party to be held at the museum Friday, November 17, 2017 from 6:00pm – 8:00pm. Their Application, Certificate of Liability Insurance, Tips Certification and Check for $50 are included.

Please reply with any questions and/or your recommendations for the BOS on this request as soon as you're able. This request is on their November 7th agenda.

Thank you.
Nicci

Nicci Roebuck
Executive Assistant
Town Administrator's Office

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

BOARD OF SELECTMEN MEETING

November 7, 2017

DRAFT MOTION

One-Day Liquor License

- Vote: I move the Board of Selectmen approve a One-Day (All Alcoholic Beverages) Liquor License for Kathleen Feldman with the Wenham Museum for their Craft & Crafts Holiday Party at 132 Main Street from 6:00pm – 8:00pm on Friday, November 17, 2017.

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING

November 7, 2017

NEW BUSINESS

F.

MassHealth Flu and Adult Vaccine Program Provider Application

- MassHealth Flu and Adult Vaccine Provider Application
- Trading Partner Agreement
- Federally Required Disclosures
- MassHealth Flu and Adult Vaccine Program Provider Contract
- Draft Motion

CH

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
Office of Medicaid | www.mass.gov/masshealth

MassHealth Flu and Adult Vaccine Program Provider Application

NOTE: Local public health departments are eligible for both flu and adult vaccines. Public school districts are only eligible for the flu component.

Please complete and submit this application along with all other required documentation.

General Information

1. Local public health department or public school district name
Town of Wenham Board of Health

2. Legal entity mailing address
138 Main Street, 2nd Floor

3. City
Wenham

4. State
MA

5. Zip code (Enter 9-digit zip code if known.)
01984-1520

6. Telephone
978-468-5520 ext 4

7. E-mail address
mting@wenhamma.gov

8. Tax ID
04-6001347

9. National provider ID (NPI)
1922549609

Provider Application Certification

Please read carefully and sign.

I certify under the pains and penalties of perjury that the information on this form and any attached statement that I have provided has been reviewed and signed by me, and is true, accurate, and complete, to the best of my knowledge. I also certify that I am the provider or, in the case of a legal entity, duly authorized to act on behalf of the provider. I understand that I may be subject to civil penalties or criminal prosecution for any falsification, omission, or concealment of any material fact contained herein.

Provider's signature _____
(Signature and date stamps, or the signature of anyone other than the provider or a person legally authorized to sign on behalf of a legal entity, are not acceptable.)

Printed legal name of provider

Printed legal name of individual signing
(if the provider is a legal entity)

Date

Trading Partner Agreement

Commonwealth of Massachusetts
Executive Office of Health and Human Services

This Trading Partner Agreement ("Agreement") is made as of _____, 20__, between the Executive Office of Health and Human Services ("MassHealth") and

Town of Wenham Board of Health _____ ("Trading Partner").
Legal Name of Trading Partner (please print) *Provider No., if applicable*

The Trading Partner intends to conduct electronic transactions with MassHealth. Both parties acknowledge and agree that the privacy and security of data held by or exchanged between them is of utmost priority. Each party agrees to take all steps reasonably necessary to ensure that all electronic transactions between them conform to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder. Without limiting the generality of the preceding sentence, the parties agree as follows.

1. Each party shall take reasonable care to ensure that the information submitted in each electronic transaction is timely, complete, accurate, and secure, and shall take reasonable precautions to prevent unauthorized access to (a) its own and the other party's transmission and processing systems, (b) the transmissions themselves, and (c) the control structure applied to transmissions between them.
2. Each party is responsible for all costs, charges, or fees it may incur by transmitting electronic transactions to, or receiving electronic transactions from, the other party.
3. The Trading Partner shall conform each electronic transaction submitted to MassHealth to the Specifications Addendum applicable to the transaction, and to the applicable Companion Guide. MassHealth may modify the Specifications Addendum and the Companion Guide at any time without amendment to this Trading Partner Agreement, but the Trading Partner will not be required to implement such modifications sooner than 60 days after publication of the modified Specifications Addendum or Companion Guide, unless a shorter compliance period is necessary to conform to applicable federal law or regulation. Only the last-issued Specifications Addendum of each type will be effective as of the date specified in the Specifications Addendum. MassHealth may reject any transaction that does not conform to the applicable Specifications Addendum and the Companion Guide.
4. Before initiating any transmission in HIPAA standard transaction format, and thereafter throughout the term of this Agreement, the Trading Partner shall cooperate with MassHealth and MassHealth's Business Associates (i.e., vendors who perform certain functions on MassHealth's behalf) in such testing of the transmission and processing systems used in connection with MassHealth as MassHealth deems appropriate to ensure the accuracy, timeliness, completeness, and security of each data transmission.
5. Each party is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the other party and other persons. If either party receives from the other data not intended for it, the receiving party shall immediately notify the sender to arrange for its return, re-transmission, or destruction, as the other party directs.

6. Termination or expiration of this Agreement or any other contract between the parties does not relieve either party of its obligations under this Agreement and under federal and state laws and regulations pertaining to the privacy and security of Individually Identifiable Health Information nor its obligations regarding the confidentiality of proprietary information.

7. The Trading Partner may authorize one or more intermediaries to electronically send or receive MassHealth data on its behalf. Every such intermediary must first be bound by written agreement with the Trading Partner to comply with applicable law and regulations, with the current applicable Specifications Addenda and Companion Guides, and with the terms of this Agreement. The Trading Partner agrees and represents that it shall disclose its provider number, user ID number, password, and any other means that enable MassHealth data to be transmitted to or received from MassHealth, only to intermediaries with whom it has such agreements, or to members of its workforce, whom the Trading Partner has authorized to receive and transmit data on its behalf. The Trading Partner shall be bound by and responsible for the acts and omissions of all such persons in the exchange of electronic data with MassHealth. The Trading Partner shall notify MassHealth of any event, such as the termination of its relationship with a previously authorized employee or intermediary, that may require action to foreclose submission and receipt of transactions by persons no longer authorized by the Trading Partner to act on its behalf. Use of an intermediary will not relieve the Trading Partner of any risks or obligations assumed by it under this or any other agreement with MassHealth, or under applicable law and regulations. The Trading Partner shall bear all costs resulting from its use of intermediaries.

8. This Agreement will take effect and be binding on the Trading Partner and MassHealth when signed by the Trading Partner and received by MassHealth. In case of conflict between this Agreement and any prior contracts between the parties, including prior versions of this Agreement, this Agreement will prevail.

Town of Wenham

Legal Name of Trading Partner

Trading Partner Authorized Signature. Manual signature required. Facsimiles are not acceptable.

Printed Name of Signer | Date

Telephone Number | E-mail Address

Federally Required Disclosures

Ownership and Control, Business Transactions and Criminal Convictions

(42 CFR §§ 455.100 – 106, 42 CFR 455.436, and 42 CFR §1002.3)

Federal law requires fiscal agents, managed care entities (MCEs), and other MassHealth providers, including applicants and certain bidders seeking to provide MassHealth services, to disclose some or all of the following: business ownership and control, business transactions, and criminal convictions. See 42 CFR §§ 455.100 – 106, 42 CFR 455.436, and 42 CFR §1002.3. MassHealth requires the submission of tax identification numbers (TINs), for example, social security number (SSN) or employer identification number (EIN), for purposes necessary to properly administer the MassHealth program (See 42 U.S.C. § 1320a-3 and 42 U.S.C. § 405 (c)(1).) Unless otherwise instructed by MassHealth, fiscal agents, MCEs, and other providers, must use this form when disclosing such information to MassHealth.

The following terms are defined in 42 CFR 438.2.

- Health Insuring Organization (HIO)
- Managed Care Organization (MCO)
- Prepaid Ambulatory Health Plan (PAHP)
- Prepaid Inpatient Health Plan (PIHP)
- Primary Care Case Manager (PCCM)

I. Disclosing Entities

All providers, disclosing entities, and others completing this form must complete Sections IV.A. and IV.F. Other information that must be disclosed and the timing of the disclosure varies depending on the identity of the disclosing entity as specified below.

A. Providers and PCCMs

(1) Disclosures of Ownership and Control (Section IV.B.) are due

(a) upon submission of a provider application;

(b) upon execution of the provider agreement with MassHealth;

(c) upon MassHealth's request during revalidation of enrollment; and

(d) within 35 days after any change in ownership of the entity required to disclose.

(2) Disclosures of Business Transactions (Section IV.C.) are due within 35 days of MassHealth's written request.

(3) Disclosures of Criminal Convictions (Section IV.D.) are due

(a) upon submission of a provider application;

(b) upon execution or renewal of the provider agreement with MassHealth; and

(c) upon MassHealth's written request.

(4) Disclosures of Relationships to Excluded, Penalized or Convicted Persons (Section IV.E.) are due

(a) upon execution of a provider agreement with MassHealth;

(b) upon renewal of the provider agreement with MassHealth; and

(c) upon MassHealth's written request.

B. Provider applicants

Provider applicants must provide Ownership and Control and Criminal Conviction Disclosures, and Disclosures of Relationships of Excluded, Penalized, or Convicted Persons (Section IV. B, D, and E), as detailed above, however, they are not required to disclose Business Transactions (Section IV.C).

C. Fiscal agents

Disclosures of Ownership and Control (Section IV.B.) are due

(1) upon submission of a proposal in accordance with the state procurement process;

(2) upon execution of a contract with MassHealth;

(3) upon renewal or extension of the contract with MassHealth; and

(4) within 35 days after any change in ownership.

D. MCEs (MCOs, PIHPs, PAHPs, and HIOs except PCCMs)

(1) Disclosures of Ownership and Control (Section IV.B.) are due

(a) upon submission of a proposal in accordance with the state procurement process;

(b) upon execution of a contract with MassHealth;

(c) upon renewal or extension of the contract with MassHealth; and

(d) within 35 days after any change in ownership.

(2) Disclosures of Business Transactions (Section IV.C.) are due within 35 days of MassHealth's written request.

(3) Disclosures of Criminal Convictions (Section IV.D.) are due

(a) upon submission of a provider application;

(b) upon execution or renewal of the provider agreement with MassHealth; and

(c) upon MassHealth's written request.

(4) Disclosures of Relationships to Excluded, Penalized, or Convicted Persons (Section IV.E.) are due

(a) upon execution of a contract with MassHealth;

(b) upon renewal of the contract with MassHealth; and

(c) upon MassHealth's written request.

Please attach an additional page or pages if necessary.

II. Definitions for Sections IV. B-D

Definitions for the terms that are used in this form are provided here for your convenience. The source of these definitions is 42 CFR § 455.101.

Agent means any person who has been delegated the authority to obligate or act on behalf of a provider.

Disclosing entity means a Medicaid provider (other than an individual practitioner or group of practitioners) or a fiscal agent.

Fiscal agent means a contractor that processes or pays vendor claims on behalf of the Medicaid agency.

Group of practitioners means two or more health care practitioners who practice their profession at a common location (whether or not they share common facilities, common supporting staff, or common equipment).

Indirect ownership interest means an ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Managed Care Entity (MCE) means managed care organizations (MCOs), PIHPs, PAHPs, PCCMs, and HIOs, as defined by 42 CFR §455.101.

Managing employee means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency.

Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under Title V, XVIII, or XX of the Act. This includes (a) any hospital, nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (Title XVIII); (b) any Medicare intermediary or carrier; and (c) any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under Title V or Title XX of the Act.

Ownership interest means the possession of equity in the capital, the stock, or the profits of the disclosing entity.

Person with an ownership or control interest means a person or corporation that (a) has an ownership interest totaling five percent or more in a disclosing entity; (b) has an indirect ownership interest equal to five percent or more in a disclosing entity; (c) has a combination of direct and indirect ownership interests equal to five percent or more in a disclosing entity; (d) owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least five percent of the value of the property or assets of the disclosing entity; (e) is an officer or director of a disclosing entity that is organized as a corporation; or (f) is a partner in a disclosing entity that is organized as a partnership.

Significant business transaction means any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of $25,000 and five percent of a provider's total operating expenses.

Subcontractor means (a) an individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients; or (b) an individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

Supplier means an individual, agency, or organization from which a provider purchases goods and services used in carrying out its responsibilities under Medicaid (e.g., a commercial laundry, a manufacturer of hospital beds, or a pharmaceutical firm).

Wholly owned supplier means a supplier whose total ownership interest is held by a provider or by a person, persons, or other entity with an ownership or control interest in a provider.

III. Determination of Ownership or Control Percentages

Instructions for determining ownership or control percentages are reproduced here for your convenience. The source of these definitions is 42 CFR § 455.102.

A. Indirect ownership interest. The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation, which owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation which owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

B. Person with an ownership or control interest. In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

IV. Disclosures

A. Identification Information

All applicants, bidders, disclosing entities, fiscal agents, and providers, including MCEs, must complete this section.

Name: Town of Wenham

Address (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):

138 Main St. Wenham MA 01984

Provider ID/service location (PID/SL) for existing MassHealth providers: _____

Contact person: Jackie Bresnaham

Title: _____

Phone no.: 978 468 5520 ext 4

B. Ownership and Control

All applicants, bidders, disclosing entities, fiscal agents, and providers, including MCEs, must complete this section, unless otherwise directed by MassHealth.

(1) List the name and address of any person (individual or legal entity) with an ownership or control interest in the entity providing these disclosures, or with an ownership or control interest in any subcontractor in which the disclosing entity has a direct or indirect ownership of five percent or more. Provide the date of birth and SSN (for individuals identified), or other TIN (for legal entities identified), and complete the additional requested information. Attach a separate sheet if additional space is needed. If there is no person or entity in this category, please respond "None."

(a) Name: NONE

Address (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):

_____

_____

SSN or TIN: None

Date of birth (if an individual): _____

The individual or legal entity identified above has an ownership or control interest in which entity(ies):

- The entity providing these disclosures? ☐ Yes ☐ No
- A subcontractor in which the disclosing entity has a direct or indirect ownership of five percent or more? ☐ Yes ☐ No

► Name and address of the subcontractor (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):

_____

_____

_____

► SSN or TIN of the subcontractor:

(b) Name: None

Address (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):

SSN or TIN:

Date of birth (if an individual):

The individual or legal entity identified above has an ownership or control interest in which entity(ies):

- The entity providing these disclosures? ☐ Yes ☐ No
- A subcontractor in which the disclosing entity has a direct or indirect ownership of five percent or more? ☐ Yes ☐ No

► Name and address of the subcontractor (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):

► SSN or TIN of the subcontractor:

(2) Identify any individuals or legal entities named in question 1 as having an ownership or control interest, who are related to each other as spouse, parent, child, or sibling; and identify the particular relationship. If there are no such relationships, please respond "None."

None

(3) Identify any individuals or legal entities listed in question 1 as having an ownership or control interest, who also have an ownership or control interest in any other disclosing entity (or fiscal agent or MCE), and provide the name of each such other disclosing entity. If there are no individuals or legal entities with such interest, please respond "None." Attach a separate sheet if additional space is needed.

(a) Name: None

Other entity name: _____

Other entity address: _____

(b) Name: None

Other entity name: _____

Other entity address: _____

(4) Identify and provide the following information for each managing employee. If there are no managing employees, please respond "None." Attach a separate sheet if additional space is needed.

* (a) Managing employee: _____

Home Address: _____

SSN: _____

Date of birth: _____

(b) Managing employee: _____

Address: _____

SSN: _____

Date of birth: _____

(c) Managing employee: _____

Address: _____

_____

_____

SSN: _____

Date of birth: _____

C. Business Transactions

Complete this section only if MassHealth directs you to do so. (Applicants and fiscal agents do not need to complete this section.)

(1) Identify the ownership of any subcontractor with whom the provider, including an MCE, has had business transactions totaling more than $25,000 during the 12-month period before the date of this request. If there are multiple owners or shareholders, list only those with direct or indirect ownership of five percent or more. If there are no such business transactions to report, please respond "None." Attach a separate sheet if additional space is needed.

(a) Subcontractor: _____

Address: _____

_____

SSN or TIN: _____

(i) Name of owner: _____

Address: _____

_____

(ii) Name of owner: _____

Address: _____

_____

(b) Subcontractor: _____

Address: _____

_____

SSN or TIN: _____

(i) Name of owner: _____

Address: _____

_____

(ii) Name of owner: _____

Address: _____

_____

(2) Identify any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor during the five-year period before the date of this request. If there are no significant business transactions to report, please respond "None." Attach a separate sheet if additional space is needed.

_____

_____

_____

D. Criminal Convictions

Applicants, bidders, and providers, including MCEs, must complete this section, unless otherwise directed by MassHealth.

Provide the requested information in this section for any person who

(1) (a) has an ownership or control interest in the disclosing applicant, bidder, MCE or provider, or

(b) is an agent or managing employee of the disclosing applicant, bidder, MCE or provider; and

(2) has also been convicted of a criminal offense related to any program under Medicare, Medicaid, or Title XX services since the inception of those programs.

If there are no persons with such interest, please respond "None." Attach a separate sheet if more space is needed.

Person 1

Name: _____

Address: _____

Relationship: ☐ person with an ownership or control interest
☐ agent
☐ managing employee

Conviction Information:

Crime(s): _____

Date of conviction: _____

Person 2

Name: _____

Address: _____

Relationship: ☐ person with an ownership or control interest
☐ agent
☐ managing employee

Conviction Information:

Crime(s): _____

Date of conviction: _____

E. Relationships to Excluded, Penalized, or Convicted Persons in accordance with 42 CFR §1002.3

All bidders, applicants, providers, including MCEs, must complete this section, unless otherwise directed by MassHealth.

(1) For purposes of section E only, the following terms are as defined in 42 CFR §1001.1001:

Agent means any person who has express or implied authority to obligate or act on behalf of an entity.

Immediate family member means, a person's husband or wife; natural or adoptive parent; child or sibling; stepparent, stepchild, stepbrother or stepsister; father-, mother-, daughter-, son-, brother- or sister-in-law; grandparent or grandchild; or spouse of a grandparent or grandchild.

Indirect ownership interest includes an ownership interest through any other entities that ultimately have an ownership interest in the entity in issue. (For example, an individual has a 10 percent ownership interest in the entity at issue if he or she has a 20 percent ownership interest in a corporation that wholly owns a subsidiary that is a 50 percent owner of the entity in issue.)

Member of household means, with respect to a person, any individual with whom they are sharing a common abode as part of a single family unit, including domestic employees and others who live together as a family unit. A roomer or boarder is not considered a member of household.

Ownership interest means an interest in:

(a) The capital, the stock or the profits of the entity, or

(b) Any mortgage, deed, trust or note, or other obligation secured in whole or in part by the property or assets of the entity.

(2) (a) Please identify, and provide the requested information in this section regarding any person who:

(i) has been convicted of a criminal offense as described in sections 1128(a) and 1128(b) (1), (2), or (3) of the Social Security Act;

(ii) has had civil money penalties or assessments imposed under section 1128A of the Social Security Act; or

(iii) has been excluded from participation in Medicare or any of the state health care programs, **and**

(b) who also has one or more of the following relationships to the disclosing bidder, applicant, MCE, or other provider:

(i) has a direct or indirect ownership interest (or any combination thereof) of five percent or more in the entity;

(ii) is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured (in whole or in part) by the entity or any of the property assets thereof, in which whole or part interest is equal to or exceeds five percent of the total property and assets of the entity;

(iii) is an officer or director of the entity, if the entity is organized as a corporation;

(iv) is partner in the entity, if the entity is organized as a partnership;

(v) is an agent of the entity;

(vi) is a managing employee, that is, an individual (including a general manager, business manager, administrator, or director) who exercises operational or managerial control over the entity or part thereof, or directly or indirectly conducts the day-to-day operations of the entity or part thereof; or

(vii) was formerly described in subparagraphs (i) through (vi), immediately above, but is no longer so described because of a transfer of ownership or control interest to an immediate family member or a member of the person's household as defined in this section, in anticipation of or following a conviction, assessment of a civil monetary penalty, or imposition of an exclusion.

If there are no persons with such interest, please respond "None." Attach a separate sheet if more space is needed.

Person 1

Name: _____

Address: _____

Relationship: _____

☐ Current ☐ Former

☐ Conviction Information:

Crime(s): _____

Date of conviction: _____

☐ Penalty or Assessment Information:

Reason(s): _____

Date penalty or assessment imposed: _____

Exclusion Information (Medicare):

Reason(s): _____

Date of exclusion: _____

☐ Exclusion Information (state health care program):

State(s): _____

Reason(s): _____

Date of exclusion: _____

Person 2

Name: _____

Address: _____

Relationship: _____
☐ Current ☐ Former

☐ Conviction Information:

Crime(s): _____

Date of conviction: _____

☐ Penalty or Assessment Information:

Reason(s): _____

Date penalty or assessment imposed: _____

Exclusion Information (Medicare):

Reason(s): _____

Date of exclusion: _____

☐ Exclusion Information (state health care program):

State(s): _____

Reason(s): _____

Date of exclusion: _____

F. Provider/Fiscal Agent/MCE/Applicant, Bidder Attestation, Signature, and Date

All providers, disclosing entities, fiscal agents, MCEs, applicants, and bidders must complete this section.

I certify that the information on this form, and any attached statement that I have provided, has been reviewed and signed by me, and is true, accurate, and complete, to the best of my knowledge. I understand that I sign under the pains and penalties of perjury, and may be subject to civil penalties or criminal prosecution for any falsification, omission, or concealment of any material fact contained herein.

Provider's/disclosing entity's/fiscal agent's/MCE's/applicant's/bidder's signature (signature and date stamps, or the signature of anyone other than the provider/fiscal agent, applicant, bidder, or in the case of a legal entity, person legally authorized to sign on behalf of the entity are not acceptable.):

Signature: _____

Date: _____

Printed name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

MassHealth Flu and Adult Vaccine Program Provider Contract

MassHealth Flu and Adult Vaccine Program Provider Contract ("Provider Contract"), dated as of _____, between the Commonwealth of Massachusetts, acting by and through the Executive Office of Health and Human Services ("EOHHS"), and

Town of Wenham

(Legal name of Local Public Health Department

(hereinafter the "Provider"), with a principal place of business located at:

138 Main St. Wenham, MA 01984

(Address of Provider)

Whereas, EOHHS operates and administers the program of Medical Assistance under 42 U.S.C. §1396 et seq., and M.G.L. c. 118E, §1 et seq. ("MassHealth") and serves as the single state agency under 42 U.S.C. §1396 et seq; and

Whereas, EOHHS to purchase services and goods for eligible members in MassHealth from participating local public health departments and desires to operate said program in a fiscally responsible manner, under the terms and conditions set forth herein; and

Whereas, the Provider desires to furnish influenza and certain other adult vaccine services to eligible MassHealth members in accordance with the legal requirements of the MassHealth Flu and Adult Vaccine Program and the terms of this Provider Contract and to receive payment therefore under the terms and conditions set forth herein;

Now therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

I. The Provider and EOHHS mutually agree:

A. That this Provider Contract shall take effect upon notification of approval by MassHealth and shall continue in effect until terminated by either party upon written notice to the other party; and that MassHealth may not terminate this Provider Contract without affording to the Provider any applicable right to contest such termination available under federal and state law and regulation that has been properly requested by the Provider.

B. That, if MassHealth determines that the continued participation of the Provider may endanger the health, safety, or welfare of MassHealth members, MassHealth, without prior notice or hearing, may immediately suspend the Provider from participation in the MassHealth program, and/or take other appropriate administrative action against the Provider; that in such event MassHealth shall notify the Provider in

writing of the reasons for the immediate suspension and of the appeal rights available to the Provider as soon as possible thereafter; and that in such event MassHealth shall afford the Provider a preliminary hearing on the propriety of the immediate suspension within 30 days of the date on which MassHealth receives a written request for such a preliminary hearing, so long as the Provider makes such written request for a preliminary hearing within 21 days of the date on which the Provider received written notification of the reasons for the immediate suspension.

C. That this Provider Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts; that the terms of this Provider Contract shall be construed, to the extent possible, so as to be consistent with applicable federal and state laws and regulations; and that, if a court finds any provision of this Provider Contract to be illegal or ineffective, the remainder of this Provider Contract shall not be affected thereby.

D. All Provider Contract payments hereunder are subject to appropriation pursuant to M.G.L. c. 29, §26, and will be limited to the amount appropriated therefore to the extent permitted under applicable state and federal laws.

E. EOHHS or the Provider shall not be deemed to have waived any of its rights hereunder, or under any other agreement, document or paper signed by the other party, unless such waiver is in writing and signed by a duly authorized representative. Failure by the Provider or EOHHS, in any instance or series of instances, either to exercise any of its rights or to insist on the performance of any of the other party's duties under this Provider Contract, shall not be construed as a waiver by the Provider or EOHHS of its rights or of the other party's duties under this Provider Contract.

F. The Provider, its employees, subcontractors, and any other of its agents in the performance of this Provider Contract, shall act in an independent capacity and not as officers or employees of EOHHS or the Commonwealth of Massachusetts.

II. The Provider agrees:

A. To be enrolled in the Massachusetts Department of Public Health (MDPH) Immunization Program and to furnish influenza and/or the following other vaccine services and/or goods in accordance with the MDPH Guidelines for Compliance with Federal and State Vaccine Administration Requirements: hepatitis A; hepatitis B; hepatitis A and hepatitis B (HepA-HepB); human papilloma virus (HPV); measles, mumps, and rubella (MMR); meningococcal conjugate; meningococcal polysaccharide; pneumococcal conjugate; pneumococcal polysaccharide; tetanus toxoid adsorbed; tetanus and diphtheria toxoids, and acellular pertussis (Tdap); varicella; and zoster (shingles).

B. To furnish influenza and/or the above mentioned vaccine services and/or goods that conform to the requirements for such services and/or goods as set forth in MassHealth regulations; to furnish only those services and goods that qualify as medically necessary under MassHealth regulations; and to furnish services and/or goods that conform to the professionally recognized standards of health care within the Commonwealth for the applicable provider type and/or specialty type, or, if appropriate, that conform to the generally accepted standards within the Commonwealth for the trade.

C. To report data regarding administration of vaccine(s) to a MassHealth member to that member's primary care clinician or primary care provider when sharing such information is permissible under state and federal regulations. At a minimum, this entails providing the patient with a document that includes the following data elements and encouraging the patient to share this information with his/her provider.

(1) Member's name

(2) Member's date of birth
(3) Vaccine name
(4) Date of administration

D. To comply with all federal and state laws, regulations, and rules applicable to the Provider's participation in the MassHealth program, now existing or adopted during the term of this Provider Contract, including, but not limited to, the state regulations at 105 CMR 700.000.

E. That all information submitted to MassHealth on or with the MassHealth Flu and Adult Vaccine Provider Application that has been incorporated by reference into this Provider Contract is true, accurate, and complete; and that any information submitted to MassHealth about future changes in, or amendments to, the information submitted on or with the MassHealth Flu and Adult Vaccine Provider Application shall be true, accurate, and complete.

F. To notify EOHHS in writing of any change in the information submitted on or with the MassHealth Flu and Adult Vaccine Provider Application, within 14 days of the date on which the Provider becomes aware of such change; to notify MassHealth within three days of receiving any written communication that indicates an intention, conditionally or otherwise, to revoke, void, suspend, delay, or deny the issuance, renewal, or extension of any license, certificate, or other statement of qualification that constitutes a MassHealth eligibility criterion; and to notify MassHealth, in writing, within three days of expressing to an issuing agency any intention or desire to surrender, terminate, or substantially modify any such license, certificate, or other statement of qualification.

G. To comply with the notification requirements set forth at 42 CFR 455.100 et seq.

H. To furnish payable services and/or goods of the types furnished by the Provider to any eligible member who requests such services, without regard to race, color, religion, national origin, handicap, age, or status as a recipient of public assistance, including MassHealth, except as required or permitted by governing program regulations, in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and its implementing regulations at 45 CFR Part 80; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794) and its implementing regulations at 45 CFR Part 84; M.G.L. c. 151B, § 4(10); and other applicable federal and state laws or regulations.

I. To comply with all applicable laws governing privacy and security of personal data provided by the member.

J. To comply with all applicable provisions of 45 CFR 160,162 and 164 (the Health Insurance Portability and Accountability Act of 1996, or HIPAA), M.G.L. c. 66A (Massachusetts Fair Information Practices Act), and 42 CFR 431, Subpart F (Federal Medicaid Safeguards) and to execute, at EOHHS's direction, a Trading Partner Agreement and any and all other agreements and amendments EOHHS determines are necessary to meet HIPAA requirements.

K. To comply with all federal and state applicable laws promoting fair employment practices and prohibiting employment discrimination and unfair labor practices. The Provider shall not discriminate in employment based on race, color, religion, national origin, disability, age, sex, sexual orientation, or status as a recipient of public assistance, and must comply with all applicable law.

L. To keep such records as are necessary to disclose fully to MassHealth, to MassHealth's designees, or to any other federal or state agency that has a legal right of access to such records, the extent and medical necessity of the services and/or goods provided to, or prescribed for, eligible members for each claim submitted to MassHealth; to maintain in these records all information required both by MassHealth

regulations and by generally accepted standards for recordkeeping within the applicable provider type; to keep such records for a period of six years from the date the service was furnished or the goods delivered, or longer if so dictated by the generally accepted standards for recordkeeping within the applicable provider type; and that the MassHealth prior authorization form and claim form shall not be considered to be records for the purposes of this paragraph.

M. To furnish on request all information maintained pursuant to the preceding paragraph to MassHealth or its designees, or to any other federal and state officials and agencies authorized by law to inspect such information or their designees, including the United States Secretary of Health and Human Services, the Comptroller General of the United States, the Governor of Massachusetts, the Massachusetts Secretary of Administration and Finance, the Massachusetts State Auditor, and the Massachusetts Medicaid Fraud Control Unit; and to allow these officials, agencies, or their designees to examine and photocopy all information maintained pursuant to the preceding paragraph, including medical records, at reasonable times and upon reasonable notice, at the location where these records are normally stored if such location is within the Commonwealth of Massachusetts, or at a designated MassHealth office if the normal storage location is outside the Commonwealth.

N. To comply with 42 CFR § 455.105 by completing the Federally Required Disclosures form, and submitting, within 35 days after the date of a request by the United States Secretary of Health and Human Services or MassHealth, full and complete information about:

(1) the ownership of any subcontractor with whom the Provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

(2) any significant business transactions between the Provider and any wholly owned supplier, or between the Provider and any subcontractor, during the five-year period ending on the date of the request.

O. To furnish to MassHealth its national provider identifier (NPI) on all claims.

III. The Provider represents, warrants, and promises as follows:

A. The execution, delivery, and performance of this Provider Contract by the Provider are within the power of the Provider, have been duly authorized by all necessary proceedings and do not and will not violate any law, rule, regulation, judgment, or order to which the Provider is a party.

B. The Provider is qualified and shall at all times remain qualified to perform this Provider Contract; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits, and resources for performance; and that the Provider shall provide access to records to state officials under Executive Order 195 and M.G.L. c. 11, s. 12; and the Provider certifies that the Provider and any of its principals, subcontractors or affiliates are not currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; M.G.L. c. 29, §29F and M.G.L. c. 152, §25C.

IV. EOHHS agrees:

A. To pay the Provider at rates set by the EOHHS and/or contained in the applicable MassHealth fee schedules for all payable services and goods actually and properly delivered to eligible members and properly billed to MassHealth both in accordance with the terms of this Provider Contract and in accordance with all applicable federal and state laws, regulations, rules, and fee schedules.

B. That, if MassHealth determines that the Provider has violated the laws, regulations, or rules that govern

the MassHealth program, and MassHealth decides to take administrative action, MassHealth shall give notice to the Provider specifying all such violations and informing the Provider of all applicable appeal rights contained in MassHealth regulations; and that MassHealth shall make all such appeal rights available to the Provider so long as the Provider makes a proper and timely request for each appeal right.

C. To maintain, in accordance with applicable MassHealth regulations concerning privacy of member records, all records furnished to MassHealth pursuant to the requirements of Section II, Paragraph M, above.

V. Additional Terms and Conditions:

That the entire agreement of the parties is contained in this Provider Contract, taken together with the laws, regulations, and rules that govern the MassHealth program; that this Provider Contract supersedes all previous provider agreements, contracts, negotiations, and verbal agreements between the parties; and that the following attachments will be deemed to be part of this Provider Contract:

A. any Special Conditions that indicate they are to be incorporated into this Provider Contract and that are signed by both parties to this Provider Contract; and

B. the MassHealth Flu and Adult Vaccine Provider Application of the above-named Provider, dated _____ (insert date from MassHealth Flu and Adult Vaccine Provider Application), and any changes or amendments thereto accepted or agreed to by EOHHS.

In the event of any conflict among the documents which are a part of this Provider Contract, the order of priority to interpret the Provider Contract shall be as follows: (1) the Provider Contract terms and conditions, taken together with the laws, regulations, and rules that govern the MassHealth program; (2) any Special Conditions that indicate they are to be incorporated into this Provider Contract and that are signed by the parties; (3) the MassHealth Flu and Adult Vaccine Provider Application.

If the Provider is a legal entity other than a person, the person signing this Provider Contract on behalf of the Provider warrants that he/she has actual authority to bind the Provider.

In Witness Whereof, the Provider and EOHHS have caused this Provider Contract to be executed by their respective authorized officer:

Provider	Town of Wenham (Legal Name of Provider)	**Executive Office of Health & Human Services**
By:	X (Signature)	By: _____ (Signature)
Name:	X (Printed Name)	Name: _____ (Printed Name)
Title:	X	Title: _____
Date:	X	Date: _____

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)
Town of Wenham

Business name, if different from above. **(See Specific Instruction** on page 2)
Town of Wenham Board of Health

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ▶ Municipality

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
138 Main St.	
City, state and ZIP code	**City, state and ZIP code**
Wenham, MA 01984	

Phone # (978) 468 5520 Fax # ( ) Email address: LDAvidson@wenhamma.gov

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
– –
OR
Employer identification number
04 - 6001347

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

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.

Sign Here | **Authorized Signature ▶** X _____ **Date ▶** X 11/2/17

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see ***Limited liability company (LLC)*** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: *See the chart on this page for further clarification of name and TIN combinations.*

How to get a TIN.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –
The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at /www.ccr.gov . Any entity that does not have a DUNS number can apply for one on-line at http://www.dnb.com/us/ under the DNB D-U-N Number Tab.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:		Give name and SSN of:
1.	Individual	The individual
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4.	a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5.	Sole proprietorship	The owner [3]
For this type of account:		**Give name and EIN of:**
6.	Sole proprietorship	The owner [3]
7.	A valid trust, estate, or pension trust	Legal entity [4]
8.	Corporate	The corporation
9.	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10.	Partnership	The partnership
11.	A broker or registered nominee	The broker or nominee
12.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4]. List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.

MassHealth

Commonwealth of Massachusetts
Executive Office of Health and Human Services
www.mass.gov/masshealth

Electronic Funds Transfer (EFT) Enrollment/Modification Form

Complete this form to enroll in electronic funds transfer (EFT) with MassHealth or to terminate or modify an existing electronic funds agreement. Additional terms of agreement on page 2 of this form must be completed.

PROVIDER INFORMATION

Provider Legal Name: Town of Wenham		DBA Name: Town of Wenham Board of Health	
Street: 138 Main St.	City: Wenham	State: MA	Zip Code: 01984

PROVIDER IDENTIFIERS INFORMATION

Provider TIN or EIN: 04-6001347	NPI: 1922549609

PROVIDER CONTACT INFORMATION

Provider Contact Name: Maribeth Ting	
Telephone Number: 978-468-0390	Telephone Number Extension:
E-mail Address: mting@wenhamma.gov	

FEDERAL AGENCY INFORMATION

Federal Program Agency Identifier:

FINANCIAL INSTITUTION INFORMATION

Financial Institution Name: X EASTERN BANK			
Street: 10 MARKET ST	City: LYNN	State: MA	Zip Code: 01901
Financial Institution Routing Number: X		Type of Account at Financial Institution: X Checking	
Provider's Account Number with Financial Institution:			
Provider TIN: 04-6001347	NPI: 1922549609		

SUBMISSION INFORMATION

Reason for Submission: ■ New Enrollment ☐ Change Enrollment ☐ Cancel Enrollment | Included: ☐ Voided Check ☐ Bank Letter

Written Signature of Person Submitting Enrollment: X

Printed Name of Person Submitting Enrollment: X Leslie Dawson | Submission Date: X 11/2/17

If you are modifying or changing your bank account information, you must include your old bank account information on page 2 of this form or your request will be incomplete.

Please print double-sided whenever possible.

Please complete page 2 in its entirety.

If you are modifying your bank account information please provide the old bank account information directly below.

Provider Old Bank Account Number _____ Account Type ☐ Checking ☐ Savings

CERTIFICATION

I, X Leslie Davidson, hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the Commonwealth of Massachusetts to initiate, change, or cancel credit entries to that account/s as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

check one:

☑ I affirm that payments authorized hereunder are not to an account that is subject to being transferred to a foreign bank account.

☐ I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller (CTR) has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

This authorization will remain in effect until it is canceled in writing or until an updated form changing information is sent to the department you currently do business with.

Signature of authorized representative X _____

- Please contact your financial institution to arrange for the delivery of the CORE (Committee on Operating Rules for Information Exchange)-required Minimum CCD+(Corporate Credit or Debit entry) data elements needed for reassociation of the payment and the Electronic Remittance Advice (ERA).
- Instructions to complete the EFT Enrollment/Modification form can be found at www.mass.gov/eohhs/docs/masshealth/aca/eft-instructions.pdf. You may also confirm the status of your EFT enrollment by contacting the MassHealth Customer Services Center at 1-800-841-2900.
- The EFT user job aid that explains how providers may match the EFT payment to the remittance advice can be found at https://massfinance.state.ma.us/VendorWeb/MassHealthProviderJA.asp.
- The EFT Enrollment/Modification form can be completed manually or electronically. Electronic submissions must be printed, signed, and mailed to the address below. The Commonwealth of Massachusetts requires a "wet" signature on all EFT enrollments, modifications, and terminations. All paper forms must be mailed to the following address.

MassHealth Customer Services Center
Attn: Provider Enrollment and Credentialing
P.O. Box 9162
Canton, MA 02021-5213

BOARD OF SELECTMEN MEETING

November 7, 2017

DRAFT MOTION

MassHealth Flu Vaccine Provider Application

- Vote: I move to authorize Catherine Harrison, as BOS Vice-Chair, to execute the Flu Vaccine Provider Application, Trading Partner Agreement and Flu Vaccine Provider Agreement with MassHealth so that the Board of Health will be eligible to receive reimbursement for the purchase and administration of the flu vaccine.

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING

November 7, 2017

NEW BUSINESS

G.

Pole Attachment Agreement with Verizon New England

- Email regarding Municipal Attachments from Thomas Evans, Joint Use & Licensing, Verizon, September 19, 2017
- Municipal Attachments Policy, Verizon Network Engineering Support
- Pole Attachment Agreement between the Town of Wenham and Verizon New England
- Draft Motion

JC

Peter Lombardi

From: national.joint.use.and.licensing@verizon.com
Sent: Tuesday, September 19, 2017 10:26 AM
To: Peter Lombardi
Cc: Cummings, Ellen M; Usovicz, Stanley J (Stan)
Subject: RE: Wenham, MA - Municipal Attachments
Attachments: Wenham Agreement.pdf; Company Profile Form.doc

Peter, attached you will find the Agreement as well as a company profile form. Please review and if no questions please sign and return. The Company Profile form is also enclosed and is a generic form that will allow us to build contacts into our system regarding your license.

Please feel free to follow up with any questions.

Thanks

verizon

Thomas Evans
Joint Use & Licensing | National
O 781.941.7942
C 978.578.9593

From: Peter Lombardi [mailto:PLombardi@wenhamma.gov]
Sent: Monday, September 18, 2017 11:57 AM
To: National Joint Use and Licensing <national.joint.use.and.licensing@one.verizon.com>
Cc: Cummings, Ellen M <ellen.m.cummings@one.verizon.com>; Usovicz, Stanley J (Stan) <Stanley.J.Usovicz@one.verizon.com>
Subject: [E] RE: Wenham, MA - Municipal Attachments

Hello Thomas,

Our Fire Department has verified that Wenham's data is accurate. I have review the attachment policy Please send along the pole attachment licensing agreement so we can review.

Thanks,

Peter

Peter Lombardi

Town Administrator

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

From: national.joint.use.and.licensing@verizon.com [mailto:national.joint.use.and.licensing@verizon.com]
Sent: Friday, September 08, 2017 11:15 AM
To: Peter Lombardi
Cc: ellen.m.cummings@verizon.com; stanley.j.usovicz@verizon.com
Subject: Wenham, MA - Municipal Attachments

RE: Licensing Municipal Pole Attachments

To whom it may concern:

In order to efficiently maintain utility poles across the state, Eversource, National Grid, Unitil and Verizon have created a new web-based database to track all poles in the state. This database also assists in emergency restorations and the removal of double poles and associated attachments owned by commercial and municipal entities by automatically notifying entities attaching to utility poles when it is their turn to move an attachment from an existing pole that is to be replaced.

To ensure this database was as accurate as possible, the pole owners completed an audit on all the poles across Massachusetts. In addition to pole data the audit recorded details on the attachments to each pole, along with information on who owned each attachment. During this process, we found thousands of commercial and municipal attachments that had never been licensed making them unknown to the pole owners.

Licensing all attachments is a necessary part of maintaining poles. Accurate licensing information gives pole owners critical information as to the number and type of attachments on each pole. This information is critical to identifying parties that must move attachments when a pole is broken or damaged, and for automatically notifying pole attachment owners when addressing double poles.

We have completed the process of licensing the additional commercial attachments, and are now contacting each municipality to enter into a **Pole Attachment Agreement** to ensure all municipal attachments are licensed as well.

The audit identified that your municipality currently has multiple attachments for municipal use. We ask that your community execute a Pole Attachment Agreement so that a license for these attachments can be created. There is no charge for an existing single attachment for municipal, non-competitive use. As mentioned in the attached flash, information indicates, charges will apply for additional attachments as well as attachments for competitive use, however all application fees are waived.

In your particular municipality the audit findings are as follows;

# of Attachments	Type of Attachment	Charge	Annual Cost
132	Single Muni Fire Wire Only	No charge	
26	Single Muni Fiber Only	No charge	
17	2nd Fiber Attachment	5.03/Per Pole	$ 85.51

Attached is a copy of our attachment policy, as well as a file that identifies all of the attachments identified in your community; Muni Fire, Muni Fiber and 2nd Muni Fiber (billable) for your review and confirmation.

Please review our attachment Policy along with our itemized list of attachments and contact me so that we can proceed to the next step in getting an agreement signed and Licenses issued.

Regards,

Thomas Evans
Thomas.evans@verizon.com
781-941-7942
Joint Use and Licensing

verizon
Network Engineering Support

Municipal Attachments Policy

Existing single attachments or Placement of a single attachment for municipal use

For an attachment for municipal internal use, Verizon will provide space at no charge. A municipality must submit a pole attachment application for review and licensing and enter into a pole attachment agreement with Verizon.

All costs associated with the application will be waived. Annual rental attachment fees are waived for this type of attachment. If any new work is requested to extend the line on additional poles, the municipality must amend its pole attachment agreement with Verizon before any work is done.

If replacing an internal-use attachment with an attachment for competitive use, the municipality must submit a license application and enter into a pole attachment agreement. All applicable fees and costs shall be billed to the municipality for competitive attachments.

Existing single attachments or Placement of additional attachments for municipal use

For the placement of more than one attachment for municipal use, a municipality must submit a pole attachment application for review and licensing and enter into a pole attachment agreement with Verizon. There are no annual rental fees for the first municipal internal-use attachment. All fees and costs for a second (or greater) attachment shall be billed per the standard pole attachment agreement, including make-ready work.

The municipality will be issued a pole attachment license by Verizon for both attachments, and must pay annual rental attachment fees for the second (or greater) attachment for internal municipal use.

Existing single attachments or Placement of an attachment for competitive use

For the placement of any attachment for competitive use, a municipality must submit a pole attachment application for review and licensing and enter into a pole attachment agreement with Verizon. All applicable fees and costs shall be billed per the standard pole attachment agreement, including make-ready. The municipality will be issued a pole attachment license by Verizon and must pay annual rental attachment fees for all competitive attachments.

verizon

Network Engineering Support

Existing multiple attachments

For multiple attachments existing, said municipality will be required to enter into a municipal pole attachment agreement with Verizon, and all applicable fees and costs shall be billed per the standard pole attachment agreement. Said municipality will be issued a pole attachment license by Verizon for both attachments, and will be required to pay annual rental attachment fees for only the second attachment if both attachments are for internal municipal use. If there are two existing municipal attachments that are both for competitive use then both shall be subject to annual rental attachment fees.

For more information, please contact Tom Evans at Verizon at 781-941-7942 or thomas.evans@verizon.com.

POLE ATTACHMENT AGREEMENT

MUNICIPAL VERSION

DATED ___September 19, 2017_____

BETWEEN

VERIZON NEW ENGLAND INC. (LICENSOR)

AND

Wenham, Massachusetts

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POLE ATTACHMENT AGREEMENT
MUNICIPAL VERSION

THIS AGREEMENT, made as of this ___19th____ day of __September____ 2017, between VERIZON NEW ENGLAND INC. organized and existing under the laws of the State of New York, having its principal office at 125 High St, Boston, MA 02110, (hereinafter called "Licensor") and ___Wenham_____, organized and existing under the laws of the State of Massachusetts, having its principal office in Malden___Wenham_____, Massachusetts , (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee for its own use desires to place and maintain cables, equipment, and facilities on poles of Licensor, in those geographic areas in the Commonwealth of Massachusetts, specifically served by Verizon and all electric companies not party to this agreement and within the bounds of the geographic area controlled by Licensee and operating as a municipality in the Commonwealth of Massachusetts ("Municipal Area"):

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of cables, equipment, and facilities by Licensee on Licensor's poles subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

ARTICLE I - DEFINITIONS

1.1 Anchor. A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of guy strand, or strands.

1.2 Anchor Attachment. A guy strand attached to an anchor solely owned or jointly owned by Licensor or for which Licensor is responsible for authorizing attachments.

1.3 Attachments. Any of Licensee's facilities in direct contact with or supported by a utility pole, and/or any article of equipment attached to a point on a pole not normally occupied by a strand attachment (e.g., power supplies, equipment, cabinets, terminals, etc.). Attachments, for purposes of this Agreement, shall not include any antenna or related equipment used for wireless telecommunication services. For billing purposes an Attachment is counted for each guy strand and cable supported by a through-bolt and for each article of equipment attached to a Utility Pole.

1.4 Attachment Fee. A specified amount revised periodically, billed semi-annually or annually to the Licensee.

1.5 Guy Strand. A metal cable of high tensile strength which is attached to a pole and anchor or another pole for the purpose of reducing pole stress.

1.6 Joint Owner. A person, corporation or other legal entity having an ownership interest in a pole and/or anchor.

1.7 Joint User. A party to whom use of the pole or anchor has been extended by the owner of the facility. The term "Joint User" shall not include Licensees.

1.8 Licensee's Facilities. The cable and all associated equipment and hardware owned by the Licensee.

1.9 Licensee's Maintenance Work. Work performed by Licensee on its facilities and attachments for repair, replacement and daily servicing of its plant, not associated with any significant overlash or rebuild project.

1.10 Make-ready Work. All work, including, but not limited to rearrangement and/or transfer of existing facilities, replacement of a pole or any other changes required to accommodate the attachment of licensee's facilities to a pole or anchor.

1.11 Overlash – The act of attaching any single strand, hardware, cable, wires and/or apparatus owned by Licensee to same Licensee's existing strand, hardware, cable, wires and/or apparatus.

1.12 Periodic Inspection. Licensor's inspection of Licensee's facilities performed to determine that attachments are authorized and are maintained in conformance with the required specifications in Article VI of this Agreement.

1.13 Planning Manager's Area. A geographic area assigned to a Verizon New England Engineer representative. The Planning Manager's Areas are set forth in APPENDIX III.

1.14 Pre-construction Survey. There are two elements of the Pre-construction Survey: 1.) field inspection of the existing pole and anchor facilities to determine any necessary Make-ready Work, and 2.) administrative effort required to process the application and to prepare the charges for Make-ready Work, if applicable.

1.15 Post-construction Inspection. Inspection performed to measure and/or to visually observe Licensee's Facilities, during or shortly after completion of construction to ensure the attachment and the installation of the Licensee's Facilities conform to the standards required by this Agreement.

1.16 Rebuild. Work other than Licensee's Maintenance Work performed by Licensee to replace, add to or alter its existing attachments or facilities attached to Licensor's poles as more fully defined in Appendix V.

1.17 Subsequent Inspections. Inspections performed to confirm the correction of non-conforming conditions, which were observed during Periodic or Post-construction Inspections.

1.18 Suspension Strand (Messenger). A metal cable of high tensile strength attached to a pole and used to support facilities.

1.19 Utility Pole. A pole solely owned, jointly owned, or jointly used by the Licensor and used to support its facilities and/or the facilities of an authorized Licensee.

ARTICLE II – SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful purpose, revocable, non-exclusive licenses authorizing the attachment of Licensee's Facilities to Licensor's Poles. This Agreement governs the fees, charges, terms and conditions under which Licensor issues such licenses to Licensee. Licensee must obtain separate authorization from, and pay all applicable Fees and Charges to, each Licensor and any Joint Owner or Joint User of any Utility Pole. This Agreement is not in and of itself a license, and before making any attachment to any Utility Pole, Licensee must apply for and obtain a license.

2.2 This Agreement supersedes all previous aerial agreements between Licensor and Licensee with respect to the subject matter contained herein. This Agreement shall govern all existing licenses between Licensee and Licensor as well as all licenses issued subsequent to execution of this Agreement.

2.3 No use, however extended, of Licensor's pole or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license.

2.4 Nothing contained in this Agreement shall be construed to require Licensor to construct, retain, extend, place, or maintain any pole or other facilities not needed for Licensor's own service requirements.

2.5 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor entering into agreements with other parties regarding the poles covered by this Agreement. The Licensor, in negotiating and entering into any future agreement(s) and arrangement(s), shall give due and reasonable regard to the Licensee's interest in a Pole and Anchor to be covered by such future agreement(s) and arrangement(s). The rights of the Licensee shall at all times be subject to any existing agreement(s) or arrangement(s) between Licensor and any Joint Owner(s) or Joint User(s) of Licensor's poles.

2.6 Nothing contained in this Agreement shall be construed to require Licensor to grant a license where placement of Licensee's Facilities would interfere with Licensor's existing service requirements, or the use of Licensor's facilities by other parties, or create a hazardous or unsafe condition.

2.7 MUNCIPAL USE.

2.7.1 Notwithstanding anything in this Agreement to the contrary, in the event Licensee has only one Attachment (or however many Attachments are granted in the grant of location described below) on Licensor's Poles throughout the Municipal Area and such Attachments are used within the purposes set out in the grant of location authorizing Licensor's use of the Poles within the Municipal Area ("Municipal Use"), Licensee may use such Attachments without any Attachment Fees or Charges, including Survey or make ready fees, and shall not be required to obtain Insurance or Bonds for so long as Licensee uses the Attachments within the Municipal Use. Licensee shall otherwise comply with all of the provisions and procedures set out in this Agreement but, so long as the use is a Municipal Use, no Attachment Fees or Charges, including Survey or make ready fees, shall be billed to Licensee and Licensee shall not be required to obtain Insurance or Bonds. The definition of Municipal Use shall include any other uses of the Attachments that involve any communications or signals used solely for the internal use of Licensee, not for sale to anyone and not for the provision of any service or product to residents living within the Municipal Area or outside of the Municipal Area.

2.7.2 In the event Licensee uses more the one Attachment (or more than the number of Attachments allowed in the grant of location), even if such use is for a Municipal Use, Licensee shall pay all Attachment Fees and Charges, including Survey and make ready fees, set out in this Agreement for such additional Attachments and shall obtain Insurance and Bonds.

2.7.3 In the event Licensee uses its original Attachments, any additional Attachments or any new Attachments for any use that is not a Municipal Use or that results in providing a service or any product that is provided to any party for a fee of any kind (including provision of any service or product to residents living within or without the Municipal Area) ("Non-Municipal Use"), Licensee shall pay all Attachment Fees and Charges, including Survey and make ready fees, set out in this Agreement for any such Attachments and shall obtain Insurance and Bonds. The Attachments that shall incur all charges shall include all Attachments used for Non-Municipal Use, even if any such Attachment is the original Attachment granted under the grant of location.

2.7.4 In the event Licensee attaches to Licensor's poles outside of the Municipal Area, Licensee shall execute a new standard pole attachment agreement to cover such Attachments, all at the fees and charges set out in such agreement.

ARTICLE III – FEES AND CHARGES

3.1 General

3.1.1 Licensee agrees to pay to Licensor the applicable Attachment Fees and Charges as specified in and in accordance with the terms and conditions of subpart 3.2 of this Agreement and of APPENDIX I, attached hereto and made a part hereof.

3.1.2 The Licensor may change the amount of Attachment Fees and Charges specified in APPENDIX I by giving the Licensee not less than sixty (60) days written notice prior to the date the change is to become effective. Upon request, Licensor shall document in writing the justification for any increase in attachment Fees and Charges. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty (60) day notice period if the change in Fees and Charges is not acceptable to Licensee.

Upon termination, Licensee shall thereafter remove its facilities and attachments in accordance with the process set forth in Article X, subpart 10.3 of this Agreement.

3.1.3 Changes in the amount of Attachment Fees and Charges specified in APPENDIX I shall become effective on the date specified by Licensor, subject to the sixty (60) day advance written notice. Licensee shall have the right to challenge the increase to the Pole Attachment Fees by submitting the issue to the regulatory body asserting jurisdiction over this Agreement for decision. Licensee shall pay the existing Attachment Fees and Charges during the time that the issue is being reviewed by said regulatory body, subject to true-up based on the final determination of rates by said regulatory body plus any interest prescribed by said regulatory body.

3.1.4 Licensor shall provide licensee with an updated APPENDIX I following the effective date of the new Attachment Fees and Charges.

3.2 Attachment Fees

3.2.1 Licensees shall pay an Attachment Fee for each attachment made to Licensor's Utility Poles in accordance with Appendix I. For the purpose of computing the Attachment Fees due hereunder, the Fee shall be based upon the number of Attachments for which licenses have been issued.

3.2.2 Attachment Fees are calculated from the first day of the month following the date a license is issued. Fees shall be payable semi-annually or annually in advance, unless otherwise provided. Payment is due within the later of thirty (30) days

from the first day of January and the first day of July or thirty (30) days from the date the bill is issued.

3.3 Pre-construction Survey, Make-ready Work and Inspection Charges

3.3.1 Licensee shall calculate and pay to Licensor the applicable Pre-construction Survey charge with its License Application. The License Application forms are set forth in APPENDIX IV, attached hereto and made a part hereof. The Pre-construction Survey charge shall be calculated based on the rates and formulas set forth in APPENDIX I.

3.3.2 Except as provided in Appendix VI, Licensee shall make an advance payment of the applicable charge to Licensor prior to any performance by Licensor of any Pre-construction Survey, Make-ready Work, Post-construction Inspection or Subsequent Inspection. The charge will be based on an estimate of the costs. For any charges based on an estimate, the Licensee shall be credited for any amount paid in excess of the Licensor's estimated charges, or shall be billed for any amount in addition to Licensor's estimated charges, as compared to the actual costs as finally computed.

3.3.3 Licensee shall make payment to the Licensor within thirty (30) days following the invoice date for Periodic Inspections according to subpart 3.3.4 of this Agreement.

3.3.4 Pre-construction Survey, Make-ready Work, and Inspection (Post-construction Inspection, Periodic Inspection and Subsequent Inspection) All charges for Pre-Construction Survey, Inspections, Make-ready Work, removal of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor of such work or for having such work performed by an authorized representative

3.4 Payment Requirements

3.4.1 For any bill rendered by Licensor to Licensee hereunder, except where advance payment is required, payment is due within thirty (30) days from the date of the bill. Late payment of any bill is subject to a late fee of 1.5% per month applied to the outstanding balance from the due date of the bill. Licensor, at its sole discretion, may change this late fee from time to time during the term of this Agreement to reflect prevailing market conditions.

3.4.2 Non payment of any amount due hereunder shall constitute a default of this Agreement, and subject this Agreement to termination under the provisions of Article X unless such amount is the subject of a good faith dispute as provided in Section 3.5.1 of this Agreement.

3.4.3 For any bill rendered by Licensor to Licensee for advance payment of Pre-construction Survey charges or Make-ready Work charges, hereunder, payment shall be made within thirty (30) days of the bill date. If such advance payment is not received within thirty (30) days, Licensor shall have the right to issue a letter of cancellation no sooner than fifteen (15) days thereafter, which will cancel the Licensee's application for the license. Thereafter, if Licensee wishes to proceed, Licensee shall submit a new application for a license, as if it had never submitted the initial application.

3.5 Billing Disputes

3.5.1 Where Licensee in good faith disputes a bill or invoice rendered by Licensor, Licensee shall make payment of all portions of said bill or invoice not in dispute as provided in Article III. Where the cumulative amount of all of Licensee's bills or portions(s) of bills in dispute is in excess of $10,000.00, Licensee shall deposit said cumulative disputed amounts in an interest-bearing escrow account until such time as the disputes are resolved. The disputed amount deposited together with the proportional interest, shall be distributed immediately to Licensor and/or Licensee in accordance with and upon resolution of the dispute. Where the cumulative amount of all of Licensee's bills or portions of bills in dispute are less than or equal to $10,000.00, Licensee shall make payment to Licensor and shall be rebated an appropriate amount (including interest computed at the prime rate at a bank mutually agreed to by the parties) based on the resolution of the dispute.

3.5.2 Where Licensee fails to pay an amount due and owing under this Agreement (including amounts in dispute that are less than or equal to $10,000) or fails to establish an escrow account for disputed amounts more than $10,000, or fails to invoke the dispute-resolution procedures set forth in subpart 15.10 of this Agreement within six (6) months of the establishment of amounts disputed in good faith, in addition to all other remedies available to Licensor including termination under provisions of Article X of this Agreement, Licensor may refuse to perform any Survey, Inspection or Make-ready Work for Licensee and may refuse to issue any license to Licensee until such time as the amount is paid or is deposited in an escrow account.

ARTICLE IV - APPLICATION FOR AND ISSUANCE OF LICENSES

4.1 Before Licensee makes an Attachment to any pole, Licensee shall make application for and have received a license therefor in the forms attached in APPENDIX IV. Licensor may update these forms from time to time during the term of the Agreement.

4.2 Licensee agrees to limit the filing of applications for pole attachment licenses to include not more than 200 poles on any one application. Licensor reserves the right to limit the filing for pole attachments to no more than 2,000 poles on all applications that are pending approval by Licensor at any one time within a single Planning Manager's Area. Licensee further agrees to designate a desired priority of completion of the Pre-construction Survey and Make-ready Work for each application relative to all other of its applications on file with Licensor at the same time.

4.3 Properly completed license applications received by Licensor on the same day from two or more licensees for attachment accommodations on the same pole(s), shall be processed together. All Pre-construction Survey or Make-ready Work required to accommodate the applicants will be completed simultaneously for the benefit of all applicants. All applicants will be rebated with the pro rata share of costs based on the number of applicants.

ARTICLE V – PRE-CONSTRUCTION SURVEY and MAKE-READY WORK

5.1 A Pre-construction Survey is required for each pole and anchor for which an Attachment is requested to determine the adequacy of the pole and anchor to accommodate Licensee's Attachments and facilities. The Pre-construction Survey will be performed jointly by representatives of Licensor, Joint Owner and/or Joint User, and Licensee unless otherwise agreed to by all parties.

5.2 Licensor will process all requests for access to poles on a non-discriminatory basis in the order such requests are received.

5.3 Within forty-five (45) days of receipt of written notification in the form of a complete license application and the correct Survey Fee payment, Licensor shall perform or have performed a Pre-construction Survey and present the Survey results. The Survey results will contain one of the following statements:

1. If no Make-ready Work is required, a license shall be issued for the attachment.

2. If Licensor determines that the pole or anchor to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Licensee's Facilities, in accordance with the specifications set forth in Article VI, Licensor will provide Licensee with an itemized invoice for such anticipated Make-ready Work. The Make-ready Work will be performed following receipt by Licensor of advance payment, but not before a Pole Attachment Agreement has been fully executed by both the Licensee and Licensor. Upon receipt of the advance payment, Licensor will provide the Licensee with the estimated start and estimated construction completion date of the Make-ready Work.

3. If Licensor determines that the pole may not reasonably be rearranged or replaced to accommodate Licensee's Facilities for reasons of capacity, safety, reliability or generally applicable engineering purposes, the Licensor may refuse to grant a license for attachment. Licensor shall provide the specific reason(s) for such denial. Licensor shall not unreasonably exercise the right reserved hereunder.

If for any reason, access is not granted within 45 days of the request for access, the utility must confirm the denial in writing by the 45th day. If Licensee has not received a response from Licensor within ten (10) business days from the date Licensee submits its initial application or the results of the Licensee self-survey, Licensee shall contact Licensor at (800-641-2299) to verify receipt of the application or Licensee self survey.

5.4 Licensor shall make every reasonable effort to complete Make-ready Work within six (6) months of receipt of payment for Make-ready Work from Licensee, except for reasons beyond Licensor's control. For applications consisting of six (6) or fewer poles requiring Make-ready Work, and where Verizon is the only party required to perform make-ready work, Verizon will complete the make-ready work within 45 days.

5.5 To the extent practicable, Licensor shall provide Licensee, no less than sixty (60) days prior written notice of any modification of poles (such as pole replacement or relocation) other than routine maintenance, or modifications in response to emergencies, or to a request from a governmental authority. As soon as practicable after Licensor becomes aware that it will undertake a pole modification, replacement or relocation in response to an emergency or governmental authority, Licensor shall notify Licensee.

ARTICLE VI - SPECIFICATIONS AND LEGAL REQUIREMENTS

6.1 Licensee's Facilities shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the "Blue Book - Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.; the "National Electrical Code" (NEC), published by the National Fire Protection Association, Inc.; the "National Electrical Safety Code" (NESC), published by the Institute of Electrical and Electronics Engineers, Inc.; and rules and regulations of the U.S. Department of Labor issued pursuant to the "Federal Occupational Safety and Health Act of 1970", as amended, (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.

6.2 Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain Licensee's Facilities on public and private property at the location of Licensor's poles. Licensee shall be responsible for obtaining permission from any Joint Owner(s) or Joint User(s) of the pole before making any attachment thereto. This permission shall be in the form of a license or other writing. Where Licensor has an easement over a public or private right of way sufficiently broad under applicable state law to permit Licensee attachment, Licensee shall not be required to obtain independent permission of the property owner to attach. In any case where the Licensor seeks to obtain any necessary permission from a property owner for Licensee's attachments, the fully allocable costs for such efforts shall be paid by the Licensee along with make-ready costs, if any.

6.3 No license granted under this Agreement shall extend to any of the Licensor's poles where the placement of Licensee's attachments would result in a forfeiture of the rights of Licensor, Joint Owner(s), or Joint User(s) to occupy the property on which such poles are located. The Licensor does not warrant the validity or apportionability of any rights it may hold to place facilities on public or private property. The Licensor will, upon written request by the Licensee, provide available information and copies of any documents in its files pertinent to the nature of the rights the Licensor possesses over private property. The cost of providing such information and reproducing documents shall be borne by Licensee.

ARTICLE VII - CONSTRUCTION AND MAINTENANCE OF ATTACHMENTS

7.1 General Provisions

7.1.1 Licensee shall, at its own expense, construct and maintain its attachments and facilities on Licensor's poles in a safe condition and in accordance with governing standards identified in Section 6.1 herein.. Licensee shall construct and maintain its attachments and facilities so as not to conflict with the use of Licensor's poles

by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereto. Licensor shall not use, nor shall Licensor permit its lessees, Licensees, employees invitees or agents to use any portion of Licensor's poles in any way which materially interferes with the operations of Licensee

7.1.2 Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by licensee's attachment. Where multiple Licensees' attachments are involved, Licensor shall attempt, to the extent practical, to designate the same relative position on each pole for each licensee's attachments.

7.1.3 Licensee shall provide written notice to the Licensor of the actual dates of attachment within thirty (30) days of the date of attachment so that Licensor may promptly schedule a Post-construction Inspection.

7.1.4 Licensee may attach its guy strand to Licensor's existing anchor rod at no charge where Licensor determines that adequate capacity is available; provided that Licensee agrees to secure any necessary right-of-way therefore from the appropriate property owner. Should Licensor, Joint Owner(s) or Joint User(s), if any, for its own service requirements, need to increase its load on the anchor rod to which Licensee's guy is attached, Licensee will either arrange its guy strand on the anchor rod or transfer it to a replacement anchor as determined by Licensor.

7.1.5 Should Licensor, Joint Owner(s), Joint User(s), or other Licensee need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will upon written notice from the Licensor either rearrange its attachments on the pole or transfer them to a replacement pole as reasonably determined by Licensor so that the additional facilities of Licensor, Joint Owner(s) Joint User(s) or other Licensee may be attached provided that, except to the extent such relocation is required to accommodate the needs of Licensor, Joint Owner(s) Joint User(s), such rearrangement does not materially reduce, impair or otherwise diminish Licensee's operations from the property and subject to receipt of all necessary government permits and approvals for such rearrangement or transfer. Licensee shall not be required to bear any of the costs of rearranging its facilities if such rearrangement is required as a result of an additional occupancy by any entity including Licensor or other Licensees. Any rearrangement costs shall be borne by the entity or entities requesting rearrangement. Licensee shall be solely responsible for collecting any rearrangement costs incurred pursuant to this paragraph. Licensor's sole responsibility shall be limited to reimbursement of its pro rata share of such costs caused by its own additional occupancies. However, Licensor shall, upon receipt of written request, provide Licensee with any information in Licensor's possession which may facilitate Licensee's collection of such costs.

7.1.6 If Licensee does not rearrange or transfer its attachments within fifteen (15) days after receipt of written notice from Licensor requesting such rearrangement or transfer and indicating that such pole is ready for rearrangement or transfer by Licensee, Licensor, Joint Owner(s) or Joint User(s) may perform or have performed such rearrangement or transfer, and, notwithstanding the provisions of subpart 7.1.7, Licensee agrees to pay the cost thereof. The foregoing shall not preclude Licensee from thereafter seeking reimbursement of such rearrangements costs as if it had performed the work in accordance with this paragraph. If Licensee claims non-payment from a new 3rd party commercial attaching entity, it shall so notify Licensor of such non-payment in writing and the 15 day notice period shall be extended until Licensee notifies Licensor that such payment has been received.

7.1.7 Licensee shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an additional attachment or modification of an existing attachment sought by another party (including the Licensor, Joint Owner(s) or Joint User(s)) and should be paid for any work it performs to accommodate such request. Where multiple parties join in a modification, each party's proportionate share of the total cost will be based on a ratio of the amount of new space occupied by that party to the total amount of new space occupied by all parties joining in the modification. Licensor shall not be required to use revenue that may result from the use of any additional space resulting from such replacement or rearrangement to compensate parties that paid for the modification.

7.1.8 Unless otherwise governed by law, all tree trimming made necessary, in the opinion of the Licensor, by reason of the Licensee's proposed attachments at the time of attachment provided the owner(s) of such trees grant permission to the Licensor shall be performed by contractors approved by and under the direction of Licensor, at the sole expense of the Licensee.

7.1.9 Any such tree trimming that may be required on Licensee's customer's premises, to clear Licensee's cable drop, shall be performed by the Licensee at its expense.

7.1.10 Tree trimming needed as a result of adverse weather conditions such as wind, snow or ice storms shall be performed by Licensor or its approved contractors. Since such tree trimming benefits Licensor, Licensee and other parties that may be lawfully attached to Licensor's poles, Licensee agrees to negotiate in good faith with the Licensor, on a case-by-case basis, to establish an appropriate sharing of costs associated with the tree trimming projects.

7.1.11 For each new facility attached by Licensee to Licensor's poles, on or after the date of execution of this Agreement, Licensee shall place identification tags on cables located on poles and identification apparatus tags on any associated items of Licensee's Facilities. Licensee shall also place these identification tags when

engaged in an Overlash or Rebuild project. Overlashed bundles require one tag per bundle, per Licensee. The requirements for identification tags are set forth in the Blue Book.

7.1.12 When Licensor deems it an immediate threat to safety and/or an emergency exists, it may rearrange, transfer, or remove Licensee's attachments to Licensor's poles at Licensee's expense. Licensor shall make reasonable efforts to contact Licensee as circumstances permit.

7.2 Licensee's Maintenance Work, Overlash, Rebuild Work and Placement of Power Supplies

7.2.1 Licensee shall work cooperatively with the local Verizon New England Reimbursable Construction Engineer when performing routine Licensee's Maintenance Work on its facilities and/or attachments. Cooperative practices shall include a system of notification by phone, facsimile, answering system, or otherwise for scheduling purposes. Any work, which involves six or fewer adjacent spans, shall be presumed to be routine Licensee's Maintenance Work. Significant simultaneous maintenance activity within a geographic area may be deemed by Licensor to be Rebuild activity.

7.2.2 Licensee shall follow the procedures set forth in APPENDICES V, VI and VII, hereof, in performing Rebuild or Overlash work and placing power supplies.

ARTICLE VIII - INSPECTION OF LICENSEE'S FACILITIES

8.1 The Licensor reserves the right to make Post-construction, Subsequent, and Periodic Inspections of any part or all of Licensee's facilities attached to Licensor's poles and/or anchors. Licensor shall provide Licensee with a copy of any written report of such inspection within thirty (30) days following the inspection. Charges and billing for Inspections as set forth in Article III shall apply, provided that Verizon New England commences Post-construction and Subsequent Inspections within 90 days after notification from Licensee that the work is complete. The procedure for Post-construction and Subsequent Inspections is outlined in Appendix IX.

8.2 Except as provided in Appendix VI and VII, Post-construction Inspections shall consist of a 10 percent sample of the poles to which the Licensee has attached facilities after completion of work. If Verizon New England determines that the Licensee is not in compliance at greater than 2 percent of the sampled locations, Verizon New England may inspect and bill Licensee to inspect all poles involved in the project. Within ten (10) days of the completion of a Post-construction Inspection, the Licensor shall notify the Licensee in writing of the date of completion of Post-construction inspection and its findings.

8.3 Where Post-construction Inspection by the Licensor has been completed and non-complying conditions have been identified, Licensee shall correct any non-complying conditions within thirty (30) days of the date of the written notice from the Licensor or as

otherwise agreed to by the parties. If after said 30-day period Licensee has not corrected all such non-complying conditions, Licensor may notify Licensee that if all such non-complying conditions are not corrected within an additional 30-day period, no further attachment authorizations shall be issued to Licensee until Licensee's facilities are brought into compliance. If corrections are not made by Licensee within 30 days from the second notification by Licensor, the Licensor may perform or have performed such corrections and Licensee shall pay to the Licensor the cost of performing such work.

8.4 Licensor may undertake Subsequent Inspections to determine if appropriate corrective action has been taken by Licensee. If the Subsequent Inspection finds continued non-complying conditions, Licensor may perform or have performed corrective action at the sole expense of the Licensee or Licensor may terminate the license pursuant to Article X. In such circumstances, Licensor will provide five (5) business days notice to Licensee prior to performing such corrective action.

8.5 The making of Post-construction, Subsequent and/or Periodic Inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation, or liability specified in this Agreement.

8.6 Licensor reserves the right to make Periodic Inspections of all or any part of the attachments or facilities of Licensee at the expense of Licensee, upon sixty (60) days prior written notice to the Licensee. Periodic Inspections of the entire plant of the Licensee will not be made more often than once every five years unless, in Licensor's judgment, such inspections are required for reasons involving safety or because of an alleged violation by Licensee of the terms of this Agreement. Licensor shall make a reasonable effort to coordinate its Periodic Inspections with any Joint Owner and Licensee.

ARTICLE IX - UNAUTHORIZED ATTACHMENTS

9.1 If any of Licensee's facilities are attached to Licensor's poles without being licensed, excluding any attachments licensed by default due to Licensor's failure to timely grant or deny a license, Licensor may recover fees as specified in subpart 9.2, without prejudice to its other rights or remedies under this Agreement, and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from Licensor of the unauthorized attachment, a pole attachment application. If such application is not received within the specified time period, Licensee shall remove its unauthorized attachments within thirty (30) days of the final date for submitting the required application, or Licensor may remove Licensee's attachments or facilities without liability at the Licensee's expense.

9.2 Upon discovery of an unauthorized attachment, Licensee agrees to pay an amount equal to five times the current applicable annual Attachment Fee specified in APPENDIX I times the number of unauthorized attachments. The penalty shall be in addition to all other amounts due and owing to Licensor under this Agreement.

ARTICLE X – TERMINATION

10.1 60-Day Termination

In addition to rights of termination provided to the Licensor under other provisions of this Agreement, and subject to Section 10.1.1, the Licensor shall have the right to terminate Licensee's license, authorizations and/or rights granted under provisions of this Agreement where:

(a) the Licensee's Facilities are maintained or used in violation of any law or in aid of an unlawful act or undertaking;

(b) the Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular pole or anchor covered by the authorization and has not sought judicial or regulatory review of any decision that (1) acted to terminate such authority or (2) declared that Licensee lacks such authority;

(c) the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations hereunder;

(d) the Licensee attaches to a utility pole and/or anchor without having first been issued authorization therefor;

(e) the Licensee, subject to provisions specified in Article II, ceases to provide its services;

(f) the Licensee sublets or apportions part of the licensed assigned space or otherwise permits its assigned space to be used by an entity or an affiliate not authorized pursuant to Article 11.2.

(g) except in circumstances in which Licensor has accepted evidence of self-insurance in accordance with Article XIV, the Licensee's insurance carrier shall at any time notify the Licensor that the policy or policies of insurance as required in Article XIV will be or have been cancelled or amended so that those requirements will no longer be satisfied;

(h) the Licensee shall fail to pay any sum due under Article III or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory surety as required in Article XII;

(i) any authorization that may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's

facilities on a pole or anchor is denied, revoked or cancelled by a final, non-appealable order or decision.

10.1.1 The Licensor will notify the Licensee in writing of any instances cited in this subpart. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licensor within sixty (60) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue or correct non-compliance and fails to give the required written confirmation to the Licensor within the time stated above, the Licensor may terminate the license(s), authorization and/or rights granted hereunder for the poles and/or anchors at which such non-compliance has occurred.

10.2 General

10.2.1 In the event of termination of any of the Licensee's licenses, authorization and/or rights hereunder, the Licensee shall remove its facilities from the poles and anchors within sixty (60) days of the effective date of the termination; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to the Licensor until Licensee's facilities are actually removed from the utility pole(s) and anchor(s). If the Licensee fails to remove its facilities within the specified period, the Licensor shall have the right to remove such facilities at the Licensee's expense and without liability on the part of the Licensor for damage or injury to such facilities or interruption of Licensee services.

10.2.2 When Licensee's facilities are removed from a pole or anchor, no attachment to the same pole or anchor shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such pole or anchor attachment had been made previously and all outstanding charges due to the Licensor for such pole or anchor have been paid in full.

10.2.3 Any license issued under this Agreement shall terminate when Licensee ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license. Such termination shall be stayed if the Licensee has sought judicial or regulatory review of the decision that: (1) has acted to terminate such authority or (2) has declared that the Licensee lacks such authority.

10.3 Licensee's Removal of Attachments

10.3.1 Licensee may at any time remove its attachments from a pole or anchor after first giving Licensor written notice of such removal. Licensee shall complete and provide to Licensor the Notification of Discontinuance of Use of Poles as

contained in APPENDIX IV hereto. Licensor shall verify and execute such form within thirty (30) days of submission. Billing for the attachment shall cease as of the last day of the month in which verification occurs. Licensor may update this form from time to time during the term of this Agreement.

10.3.2 Following such removal, no attachment shall again be made to such pole until Licensee shall have complied first with all of the provisions of this Agreement as though no such attachment had been made previously.

ARTICLE XI - ASSIGNMENT OF RIGHTS

11.1 Licensee shall not assign or transfer any license or any authorization granted under this Agreement, and such licenses and authorizations shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Licensor, which shall be in the form of the document of assignment (Appendix IV, Form 20). Licensor shall not unreasonably withhold, condition, or delay such consent.

11.2 In the event such consent or consents are granted by Licensor, then the provisions of this Agreement shall apply to and bind the successors and assigns of Licensee. Notwithstanding anything herein to the contrary, Licensee may, assign this Agreement without Licensor's consent to an entity controlling, controlled by, or under common control with Licensee or to an entity acquiring fifty-one percent (51%) or more of Licensee's stock or assets provided that any such assignment shall be subject to the assignee's being capable of assuming all of the obligations of Licensee hereunder. Any such assignment shall impose no obligations upon or be effective against Licensor, and Licensor shall have no liability to any assignee of such assignment, until Licensor has received prior notice of any such assignment. Licensee may also assign this Agreement, without Licensor's consent and without prior notice to Licensor, to an institutional mortgagee or lender providing financing to Licensee with respect to Licensee's Facilities in the event such institutional mortgagee or lender exercises its foreclosure right against Licensee and operates the Licensee Facilities on the Right of Way; provided such institutional mortgagee or lender is capable of assuming all of the obligations of the Licensee hereunder and further provided that such assignment shall not be effective against Licensor unless and until written notice of such assignment and exercise of rights is provided to Licensor. Anything herein to the contrary notwithstanding, Licensee shall not be relieved of any of its obligations hereunder without Licensor's prior written consent. Upon Licensee's assignment of the Agreement in compliance with the terms set forth herein, including Article 11.3 below, Licensee shall be relieved of its obligations hereunder.

11.3 All notice of such assignments shall include any change to the notice address provided in Article III (8). Within sixty (60) days of the receipt of the document of assignment from Licensee, Licensor will execute the document of assignment. The assignment requirements herein shall be deemed met if Licensor fails to respond within sixty (60)

days of such documentation receipt by Licensor. Appendix IV Form 20 shall not be changed materially without the prior written consent of the Licensee and Licensor

ARTICLE XII - SURETY REQUIREMENTS

12.1 Licensee shall furnish either a Surety Bond or irrevocable Letter of Credit at Licensee's option, satisfactory to the Licensor according to the following criteria:

Poles	**Security**
1 – 50	$10,000
51 – 500	$75,000
501 – 2000	$300,000
2001 – 3000	$450,000
3,000 +	$500,000 minimum

12.2 If the financial security is in the form of a bond, irrevocable Letter of Credit, or other security as deemed acceptable by Licensor, such instrument shall be issued by a nationally recognized and rated surety company or bank and shall guarantee Licensee's obligations under the agreement. The Licensee is obligated to maintain the security in the full amount for the terms of the agreement.

12.3 The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

ARTICLE XIII - LIABILITY AND DAMAGES

13.1 Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements consistent with applicable law. Licensor shall not be liable to Licensee for any interruption of Licensee's service nor for interference with the operation of Licensee's communications services arising in any manner, except from Licensor's negligence or willful misconduct, out of the use of Licensor's poles.

13.2 Licensor shall exercise reasonable care to avoid damaging the facilities of Licensee attached to poles under this Agreement, and shall make an immediate report to Licensee of the occurrence of any such damage caused by Licensor's employees, agents or contractors.

13.3 Licensee shall exercise reasonable care to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and shall make an immediate report of damage caused by Licensee to the owner of facilities so damaged.

13.4 Licensor and Licensee shall each indemnify, protect and save harmless from each other and against any and all claims, demands, causes of actions and costs, including reasonable attorneys' fees, for damages to the property of the other party and other persons and injury or death to the other party's employees or other persons, including but not limited to, payments under any Workers Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the negligence or intentional misconduct of the indemnifying party as it relates to the erection, maintenance, presence, use or removal of the indemnifying party's facilities, or by any act or omission of the indemnifying party's employees, agents or contractors on or in the vicinity of Licensor's poles . The foregoing indemnity, hold harmless and defense provisions shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of the other party. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct or joint fault of Licensee and Licensor, their agents, employees or contractors, but in such case the amount of the claim for which each party is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the respective party.

13.5 Each party shall indemnify, protect and save harmless the other party from any and all claims, demands, causes of action and costs, including reasonable attorneys' fees, which arise directly from or are caused by the negligence or intentional misconduct of the indemnifying party as it relates to the construction, attachment or operation of facilities on Licensor's poles, including but not limited to damages, costs and expense of relocating poles due to the loss of right-of-way or property owner consents, taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including reasonable attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of the indemnifying party's facilities in combination with poles or otherwise. The foregoing indemnity shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of the other party. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct, or joint fault of Licensee and Licensor, their agents, employees or contractors, but in such case the amount of the claim for which each party is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the respective party.

13.6 Licensor and Licensee shall promptly advise the other of all claims relating to damage to property or injury to or death of persons, arising or alleged to have been caused by the erection, maintenance, repair, replacement, presence, use or removal of facilities governed by this License Agreement. Copies of all accident reports and statements made to a Licensor's or Licensee's insurer by the other Licensor or Licensee or affected entity shall be furnished promptly to the Licensor or Licensee.

13.7 Notwithstanding anything to the contrary herein, neither Licensor nor Licensee shall be liable to the other for any special, consequential or other indirect damages arising under this Agreement, including without limitation loss of profits and revenues.

13.8 The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued hereunder.

ARTICLE XIV - INSURANCE

14.1 Licensee shall maintain (and ensure its subcontractors, if any, secure and maintain) all insurance and/or bonds required by law or this Agreement including without limitation:

(a) Commercial General Liability insurance (including, but not limited to, premises-operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; personal injury) with limits of at least two million dollars ($2,000,000) combined single limit for each occurrence.

(b) Commercial Automobile Liability insurance with limits of at least two million dollars ($2,000,000) combined single limit for each occurrence. Notwithstanding, if the Licensee does not own or operate any vehicles or automobiles associated with the Licensee's business or associated with the work related to this Agreement, then Licensee must only provide satisfactory evidence that its subcontractor(s) have purchased and maintained Commercial Automobile Liability insurance in such amount.

(c) Workers' Compensation insurance as required by statute and Employer's Liability insurance with limits of not less than one million dollars ($1,000,000) per occurrence.

14.2 All policies provided by the Licensee shall be deemed primary and non-contributory to all other applicable coverages. The Commercial General Liability and Commercial Auto Liability policies must name Licensor, its subsidiaries and affiliates (excluding Verizon Wireless) as additional insureds. The Licensee's insurance companies must be licensed to do business in the applicable state(s) and must meet or exceed an A.M. Best rating of A-X or its equivalent.

14.3 All insurance must be in effect before Licensor will authorize Licensee to make attachment to Licensor's poles and shall remain in force until such facilities have been removed from all such poles. For all insurance, the Licensee must deliver an industry-recognized certificate of insurance evidencing the amount and nature of the coverage, the expiration date of the policy and stating that the policy of insurance issued to Licensee will not be cancelled or changed without thirty (30) days written notice to Licensor.

Also, where applicable, such certificate of insurance shall evidence the name of the Licensor as an additional insured. The Licensee shall submit such certificates of insurance annually to the Licensor as evidence that it has maintained all required insurance.

14.4 Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages shall not constitute limitations upon Licensee's liability.

ARTICLE XV - GENERAL PROVISIONS

15.1 Authorization Not Exclusive

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement.

15.2 Failure to Enforce

Failure of Licensor or Licensee to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

15.3 Notices

APPENDIX II sets forth where written notices required under this agreement shall be sent to Licensor and Licensee. Notice shall be acceptable in the following forms: first class mail, or if time-sensitive, facsimile followed by first class mail or overnight mail with receipt. Licensee shall complete APPENDIX II and submit it to Licensor with this Agreement. Any legal notice to be given to the Licensee pursuant to Article X of this Agreement shall be sent by certified mail, return receipt requested or by a nationally recognized overnight carrier service to:

Licensee: _____
Street Address: _____
Municipality, State, Zip code: _____
Attention: _____

With a copy to:

Licensee Legal Department: _____
Street Address: _____
Municipality, State, Zip code: _____
Attention: _____

Any such notice shall be effective immediately upon receipt.

Any other notice to be given to Licensee under this Agreement may be sent using first class mail or, if time sensitive, facsimile or electronic mail to:

Licensee: _____
Street Address: _____
Municipality, State, Zip code: _____
Attention: _____

Such notice shall be deemed effective as of the date the notice is sent.

15.4 Severability

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions. If the invalid or unenforceable provision or provisions shall be considered an essential element of this Agreement, the parties shall promptly attempt to negotiate a substitute therefor.

15.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth where the Licensor's poles are located, as set forth in this Agreement, without regard to the principles of conflicts of law. All actions under this Agreement shall be brought in a court of competent subject-matter jurisdiction of the county of the capital of such State or Commonwealth or a regulatory agency with subject-matter jurisdiction, and both parties agree to accept and submit to the personal jurisdiction of such court or regulatory agency.

15.6 Compliance with Laws

The parties hereto shall at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances, or regulations remain in effect.

15.7 Survival

All rights and obligations hereunder granted or incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination, or expiration.

15.8 Use of Information

Licensee may provide to Licensor license applications and business plans of its future needs for pole attachments. Such information will allow Licensor to better forecast personnel and equipment requirements. However, as to business plans, such information shall be deemed for use as advance planning purposes only, and no obligation shall be created that Licensor hire personnel or purchase equipment, or Licensee submit license applications for the pole attachments. Such information shall be used only by such employees or contractors of Licensor who have responsibilities relating to the administration of, or to work to be performed under, this Agreement and said employees shall treat such information as Licensor treats its own confidential information of similar type and value. Licensor's obligations hereunder shall not extend to any information that are now available to the public or become available by reason of acts or omissions not attributable to Licensor.

15.9 Access to Records

Licensor, upon receipt of written request, shall provide access to Licensor's pole records in accordance with "Job Aid for Requests to Records" attached hereto as APPENDIX VIII. Licensor may update this form from time to time during the term of this Agreement.

15.10 Dispute Resolution

In the case where Licensee claims that a term or condition is unjust or unreasonable or any dispute arises between the parties relating to this agreement, Licensee shall submit a complaint to the Manager-License Administration Group, specifying all information and its argument relied on to justify its claim. Licensor shall provide a written response to such complaint within ten (10) business days after receipt of the complaint. Such response shall specifically address all contentions made by Licensee. If Licensee continues to have issues, it may request a meeting with Manager-License Administration Group to discuss such issues. Such meeting shall be held within five (5) business days. If the Licensee is not satisfied with the results of such meeting, it may file a complaint with the regulatory or judicial body of competent jurisdiction and nothing herein shall be deemed to limit the information relied upon or arguments raised before such body.

15.11 Emergency Conditions

All parties shall work cooperatively in the case of an emergency to restore service to their respective customers.

15.12 Waiver of Landlord's Lien

Licensor hereby waives any and all lien rights it may have, statutory or otherwise concerning Licensee's Facilities or any portion thereof, which shall be deemed personal property for the purposes of this License, whether or not the same is deemed real or personal property under applicable laws, and Licensor gives Licensee and secured parties the right to remove all or any portion of the same from time to time, whether before or after a default under this License, in Licensee's and/or such secured party's sole discretion and without Licensor's consent.

ARTICLE XVI - TERM OF AGREEMENT

Except as provided below, this Agreement shall remain in effect; provided, however, that the Licensor may, not less than two years from this date and upon written notice, require the Licensee to engage in good-faith negotiations with the Licensor to amend the Agreement to comport with regulatory changes or obligations. If, the parties cannot agree to an amendment, they shall submit the matter to the regulatory agency with jurisdiction to resolve the matter. The Agreement may be terminated by Licensee by written notice of termination no less than 30 days prior to the effective date of such termination; provided, however, that such early termination shall not become effective until the Licensee has discontinued all existing licenses and has removed any and all facilities. The Agreement may be terminated upon written notice by the Licensor if, within one year from the date of this Agreement, the Licensee has placed no facilities on the Licensor's poles in accordance with the Agreement. Notwithstanding the foregoing, such one (1) year period shall be extended upon written notice from Licensee that Licensee has

made and continues to make a good faith effort to obtain any necessary Government approval, initiate material construction or similar activity related to its Attachment.

Upon execution, this Agreement cancels and supersedes all previously executed Agreements between the parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals on the day and year first above written.

VERIZON NEW ENGLAND INC.

By: _____

(Print Name)_____

(Title)_____Director_____

(Date)_____

By: _____

(Print Name)_____

(Title)_____

(Date)_____

APPENDICES

I. ATTACHMENT FEES

II. NOTICE ADDRESSES

III. PLANNING MANAGER'S AREA

IV. LICENSE APPLICATIONS FORMS

Application and Pole Attachment License	Form 1
Authorization for Field Survey Work	Form 2
Itemized Pole Make-ready Work and Charges	Form 3
Authorization for Pole Make-ready Work	Form 4
Licensee Itemized Self Survey	Form 5
Notification of Discontinuance of Use of Poles	Form 6
Project Management Request	Form 7
Licensee to RCE Notification	Form 8
Power Supply Schematic	Form 10
Document of Assignment	Form 20

V. REBUILD

VI. OVERLASH BY LICENSEE TO THEIR OWN FACILITIES

VII. POWER SUPPLIES

VIII. JOB AID FOR REQUESTS TO RECORDS

BOARD OF SELECTMEN MEETING

November 7, 2017

DRAFT MOTION

Pole Attachment Agreement with Verizon New England

- Vote: I move to approve the proposed Pole Attachment Agreement between the Town of Wenham and Verizon New England Inc.

Seconded / Discussion/ Vote

NEW BUSINESS

H.

Discussion of Options for Permanent Repairs on Longfellow Road

- Email regarding Longfellow Road Repairs from Amy E. Kwesell, Esq., KP Law, September 27, 2017
- Email regarding BOS Meeting and Potential Longfellow Road Repairs from Linda Medeiros
- Letter regarding Longfellow Road Survey Project from Peter J. Kane, P.L.S., Kane Land Surveyors, July 12, 2017
- Letter Proposal regarding Evaluation of Longfellow Road-Proposed Roadway Widening from Dean L. Groves, PE & Richard A. Campbell, PE, Weston & Sampson Engineers, Inc., June 20, 2017

Peter Lombardi

From: Amy E. Kwesell <AKwesell@k-plaw.com>
Sent: Wednesday, September 27, 2017 10:02 AM
To: Peter Lombardi
Subject: RE: Longfellow Rd Repairs

Hi Peter:
Below are my responses to your questions:
Can the Town spend any money on this survey work on a private way or would we have to wait until Town Meeting approval of a home rule petition to do so - or alternatively, should the homeowners be responsible for this first step?
It appears that the survey work is part of general permanent repairs, and if so, it is my opinion that the Town cannot spend any money on the survey work. It is a fundamental state constitutional principle that "money raised by taxation can be used only for public purposes and not for the advantage of private individuals." See, Opinion of the Justices, 313 Mass. 779, 783 (1943) (citing the Massachusetts Constitution Declaration of Rights, Article 10; Part II, c.1, §1, Article 4; and c.2, §1, Article 11). Therefore, spending public funds on the permanent repair/improvement of a (now) private way would, in my opinion, violate that principle. In my opinion, as the owners of the (now) private way, the abutters thereto can either pay for the survey work now or wait to see if Town Meeting approves the Home Rule Petition and special legislation is enacted.

If that is the case, based on a revised total cost of $19,650, each homeowner would be required to contribute ~$1k. As one of the property owners, could the Town contribute its share?
In my opinion, even as an abutter, the Town cannot contribute to the cost of a permanent repair of the (now) private road as the Town has no power to expend municipal funds or to utilize public funds for the benefit of a "private purpose" (as explained further above).

Could we opt to contribute a larger share?
Please see my response to your question above.

Please let me know if you need anything further.
Thanks,
Amy

Amy E. Kwesell, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 654 1811
F: (617) 654 1735
C: (857) 378 9218
akwesell@k-plaw.com
www.k-plaw.com

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On Sep 7, 2017, at 12:11 PM, Peter Lombardi <PLombardi@wenhamma.gov> wrote:

Amy,
Can you give some guidance in terms of next steps for potential long-term fixes on Longfellow. Ilana was originally involved but hoping you can jump in. We are taking care of the temporary pothole repairs this week and I expect the neighbors will be looking for answers on the bigger picture issues once that is completed.
Thanks,
Peter

Peter Lombardi
Town Administrator

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

From: Peter Lombardi
Sent: Tuesday, July 25, 2017 12:28 PM
To: 'Ilana Quirk'
Cc: 'Lauren F. Goldberg'
Subject: RE: Longfellow Rd Repairs

Ilana,
We have received another quote to undertake the survey work outlined as Task 1 in W&S's estimate (see attached). It would cost $4,850 to have this other PLS do both the extensive work by the ravine and to include the rest of the road (down significantly from the $14,300 W&S was going to charge us to just focus on the ravine area site plan). Can the Town spend any money on this survey work on a private way or would we have to wait until Town Meeting approval of a home rule petition to do so - or alternatively, should the homeowners be responsible for this first step? If that is the case, based on a revised total cost of $19,650, each homeowner would be required to contribute ~$1k. As one of the property owners, could the Town contribute its share? Could we opt to contribute a larger share? Once this work is completed, we will know both the extent of the work needed at the ravine and if there is any way that we could accept the road as a public way – so it feels like this is the next logical step to try to move this forward. I know you are headed out of town next week and am hoping to discuss this with my Board at their meeting next Tuesday night, so I would appreciate your input at your earliest convenience.
Thanks,
Peter

Peter Lombardi
Town Administrator

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

From: Ilana Quirk [mailto:IQuirk@k-plaw.com]
Sent: Sunday, June 18, 2017 12:29 PM
To: Peter Lombardi

Cc: Lauren F. Goldberg
Subject: Longfellow Rd Repairs

Hi Peter,

We will look at the issues raised in the e-mail below and be ready to address those issues at Tuesday's meeting.

I know Weston and Sampson gave the Town an estimate of $30,000 to do surveying and test borings in order to develop alternative plans to repair the roadway. Approximately $13,000 of that cost was estimated by W&S to be for land surveying. Can you tell me whether the Town has the internal capability to do land surveying? I think it might assist everyone, at this point, to know what the existing conditions on the ground are - in relation to what was originally proposed and in relation to what needs to be done now to make the road safe. The preparation of a surveyed plan that shows the locations of:

i. The way that is on the ground today (with the variations in width that is documented on the plan and with the elevations of the adjacent slopes also documented);
ii. The proposed roads that were never built; and
iii. The existing houses and other structures area in relation to both

is what I think could greatly assist. Such a plan would allow everyone to know the exsting conditions on the ground, what physical issues exist that need to be addressed and what physical restraints exist that create challenges (houses and walls adjacent to the way that narrow the road and steep adjacent slopes).

If the Town could do the survey internally (sometimes the highway department has a PLS), then that would be a great benefit? Or perhaps the surveying could be obtained for less than $13,000? Perhaps the Town could seek some prices, to see what the cost range would be, if it can't be done internally. The survey would help the abutters figure out, between themselves, who should be contributing and how much. Perhaps it could be suggested to the abutters that the survey would be the best first step. Obviously, the contribution toward the survey wouldn't be that dramatic for each of the owners, since there are more than a dozen owners.

I will be prepared, of course, to address the point that no land owner gets a "reduction" in property taxes because the owner's property is on a private way.

Regards,

Ilana

Ilana M. Quirk, Esq.
KP | LAW
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Boston, MA 02110
O: (617) 556 0007
F: (617) 654 1735
iquirk@k-plaw.com
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From: Peter Lombardi [mailto:PLombardi@wenhamma.gov]
Sent: Sunday, June 18, 2017 11:18 AM
To: Ilana Quirk
Subject: Fwd: Longfellow Rd Repairs

Ilana,
Please see below. It would be helpful if we could be ready to address Linda's points on Tuesday night.
See you then,
Peter

Sent from my iPhone

Begin forwarded message:

> **From:** Peter Lombardi <PLombardi@wenhamma.gov>
> **Date:** June 18, 2017 at 11:12:23 AM EDT
> **To:** Linda Medeiros <linda.medeiros@gmail.com>
> **Cc:** Catherine Harrison <CHarrison@wenhamma.gov>, John Clemenzi <JClemenzi@wenhamma.gov>, Jack Wilhelm <JWilhelm@wenhamma.gov>
> **Subject: Re: Longfellow Rd Repairs**
>
> Thanks for reaching out, Linda - and for working to get the neighborhood pulled together to try to sort through this. We just got to a place at the end of this week where we could add this item to next Tuesday night's Selectmen's agenda - we hope and trust you will help get the word out to the neighbors about the meeting. At this point, we have a preliminary opinion from town counsel about the town's various legal options (which I will forward under separate cover so you have some context) - she will be present on Tuesday night to walk us all through things. You have raised some good questions as well that we can hopefully address then or shortly thereafter. We don't plan to come to any conclusions or decisions this week - but should be able to at least have a handle on what we can do collectively to move forward.
> See you then,
> Peter
>
> Sent from my iPhone
>
> On Jun 17, 2017, at 1:39 PM, Linda Medeiros <linda.medeiros@gmail.com> wrote:
>
> > Hi Peter,
> >
> > It has come to my attention that Longfellow Rd is on the agenda for Tuesday night's BOS meeting. I plan to attend the meeting but also wanted to take this opportunity to bring you up to date on the neighborhood's efforts to address the road's abysmal condition and safety concerns.
> >
> > I have prepared a betterment petition and believe we have 80% or more of the abutters on board to sign at this time. I will be collecting signatures over the weekend. There continue to be two vacant homes, one owned by a bank (#20R) and the other by a

homeowner (#12) who lives in NH and has not responded to my efforts to discuss road repairs with him.

The abutters main concerns are:

(1) the per home cost of repairs could be prohibitive and/or cause financial hardship (and the fact that no one knows what the cost per home will be is causing significant anxiety and fueling resistance);

(2) costs will not be equitably apportioned among all who use the road to access their property (i.e., the cost cannot be equally divided by the number of abutters and it cannot be simply "allocated in proportion frontage" as the bylaw states);

(3) the town is not motivated to keep our costs down and will continue to propose improvements beyond those reasonably necessary to accomplish the goal of restoring the road for long-term safe use as happened in 2011;

(4) the town will contribute no funds to the effort despite the fact that we pay a tax rate that is not adjusted for living on a private road and 12 homes above the ravine are at risk of losing access, and therefore all value/tax revenue, if the road is not restored.

Lastly, while putting together the betterment petition, it came to my attention that the town owns #18 Longfellow Rd. This makes the town an abutter. As you can see, I've listed the town as an abutter who needs to sign the petition. I am not sure who exactly to approach for a signature and request your guidance. Would it be you? Also, the bylaw requires that we indemnify and hold the town harmless from personal and property injury claims if the town repairs the road. However, the town is an abutter. Therefore, I added language that the town wouldn't be absolved of any claims against it as an abutter.

I look forward to hearing from you and moving forward with necessary road repairs as soon as possible.

Linda

<Longfellow Rd Betterment Petition June 2017.pdf>

<2017-06-20 Weston & Sampson Proposal-Wenham.pdf>

<Longfellow Survey Proposal - Kane 07.17.doc>

Peter Lombardi

From: linda.medeiros <linda.medeiros@gmail.com>
Sent: Friday, October 13, 2017 12:48 PM
To: Peter Lombardi
Subject: BOS Meeting

Hi Peter,
Do you have any updates on when the major repairs on Longfellow Rd might be back on the BOS agenda? Some of my neighbors have been asking about the status and also wondering if there are some temporary measures we can take to improve safety at the ravine, such as posting a sign after South St warning of the dangerous curve ahead and/or a speed limit of 10 mph, etc. Several of us want to know if the engineering firm you've identified could do a safety assessment and make short-term recommendations as "step one" to the full, and more costly, engineering study needed. If so, what would that cost us (willing to contribute abutters)? I don't think we can raise the $28,000 estimated for the full study without the town's help, but we may be able to fund a smaller piece of it to get it started.

Most of us have a sense the recent repairs do not address safety at the ravine, but it would would be helpful to have some real data about this rather than speculation, questions and anxiety. For example, is there a reasonable weight limit we could/should adhere to until the road can be repaired?

FYI, the owner of #14 has started reducing the list price of the house substantially. It's obvious he wants to sell it quickly now. The house needs major rehab, could be a tear down, and also needs a septic installed. Those of us who live above the ravine remain worried about how use of the road by heavy construction vehicles might further compromise the road, but we don't know how best to address our concerns that we could potentionally lose access to our homes, services such as fuel delivery to our homes, someone could get hurt, etc.

It feels critical to keep forward momentum on the road repair discussions and our options, and we are hopeful the town will be ready to put this back on the BOS agenda very soon.

As always, thank you for your time and input. I apologize for the late Friday email. It's fine to respond next week!
Linda

-------- Original message --------
From: Peter Lombardi <PLombardi@wenhamma.gov>
Date: 8/18/17 13:40 (GMT-05:00)
To: '"linda.medeiros'" <linda.medeiros@gmail.com>
Subject: RE: August 22

Hi Linda,

Yes, that is correct. Unfortunately, I still have yet to receive enough info from legal yet to move forward on our discussion on longer-term fixes.

I have talked to our DPW Director about the fact that we fully expect the Selectmen to approve the temporary repair work next week and he is looking to schedule that for some time in September – October at the latest.

See you next week,

Peter

Peter Lombardi

Town Administrator

138 Main Street

Wenham, MA 01984

978-468-5520 x.2

http://wenhamma.gov

From: linda.medeiros [mailto:linda.medeiros@gmail.com]
Sent: Friday, August 18, 2017 1:17 PM
To: Peter Lombardi
Subject: August 22

Hi Peter,

The meeting agenda for August 22nd says there'll be discussion about the petition for temporary repairs on Longfellow Rd. Does this mean we will not be discussing the other/major road repairs next week? I just want to clarify so I can notify the neighbors if so (and keep expectations for the meeting realistic if it's just to approve the betterment petition for temporary repairs).

Thank you,

Linda

KANE LAND SURVEYORS
Professional Land Surveyors

72 Hamilton Avenue
South Hamilton, MA 01982
978-468-5082 Phone
978-468-0544 Fax
peter@kanelandsurveyors.com

July 12, 2017

Bill Tyack,
Town of Wenham
Highway Superintendent
91 Grapevine Road
Wenham, MA 01984

Dear Bill,

I enjoyed speaking with you recently in regard to the survey for the Longfellow Road project.

As discussed, our instrument survey and resulting Existing Conditions Site Plan would include the detailed scope of services in the construction area as outlined in your email from June 22, 2017. The fee for these services is $4000.00.

Separately, we could survey (streetlines, travelled way, topography, etc.) the length of Longfellow Road for a fee of $2800.00. However, if we survey the length of Longfellow Road after we do the Existing Conditions Site Plan, the fee would be $850.00, as much of the heavy lifting (research, property line determinations, establishing GPS elevations, etc.) would have been done.

Please feel free to call me if you have any questions.

Sincerely,

Peter J. Kane, P.L.S.

100 Foxborough Blvd., Suite 250, Foxborough, MA 02035
Tel: 508.698.3034

June 20, 2017

William Tyack
Wenham Highway & DPW
91 Grapevine Road
Wenham, MA 01984

LETTER PROPOSAL

RE: Scope of Services

Subject: Evaluation of Longfellow Road – Proposed Roadway Widening

Dear Mr. Tyack,

As one of New England's leading and long-standing consulting firms, Weston & Sampson Engineers, Inc. welcomes the opportunity to submit this proposal to provide the Town of Wenham with engineering services for the feasibility and alternative analysis to widen Longfellow Road. We offer the town the advantages of a full-service infrastructure and environmental consulting firm of more than 450 professionals with the resources, local presence, and roadway engineering expertise to ensure technically proficient, prompt service.

The staff from our Foxborough and Peabody, MA offices, are well qualified to provide the town with the professional services required for this assignment.

A project team with significant experience completing municipal roadway and bridge projects will be assigned to this project. Under the direction of Team Leader Rick Campbell, PE, our proposed key personnel include: Scott Bruso, PE, project manager and bridge engineer; Christopher Palmer, PE geotechnical engineer and Larry Keegan, PE highway engineer. Our team members are all licensed professionals in their respective disciplines, each with many years of relevant experience. All the individuals are fully conversant with federal and MassDOT policies and procedures by virtue of their involvement with state and/or locally funded roadway and bridge inspection and design experience.

Experienced with roadway restoration projects throughout the state, we have successfully completed many similar projects funded by local municipalities. Project examples where we have done comparable work for similar sized communities include Sharon, Oxford, Winchester, Framingham, Fitchburg and Arlington. Our team recently designed and oversaw slope embankment "emergency" improvements along Route 135, which is along the start of the Boston Marathon course in the Town of Hopkinton.

SCOPE OF SERVICES

Background

This letter provides our geotechnical and highway scope and fee for a feasibility study and alternatives analysis associated with the proposed widening of Longfellow Road in Wenham, Massachusetts. Based on information you provided and our preliminary site reconnaissance on October 28, 2016 and November 4, 2016, we understand that the Town of Wenham proposes to widen an approximately 100-ft. long section of Longfellow Road by approximately 10 feet for emergency vehicle access. Installation of a guardrail is also proposed.

The existing roadway in the project area narrows to approximately 12 ft. wide and traverses a slope in a small ravine. It is our understanding that Longfellow Road is not an accepted road in the Town of Wenham and that the proposed work will take place on private property. Slopes above the road are inclined between approximately 2H:1V (horizontal:vertical) and 1.5H:1V and have a vertical height of approximately 10 ft. Two residential structures and a driveway are located upslope of the project area. Existing slopes below the roadway are steeper with estimated inclinations between 1.25H:1V and 1.5H:1V. Slopes in downslope areas appear to have been over-steepened by filling and dumping of debris from the roadway. Elevations at the toe of the slope are estimated at approximately 20 ft. below roadway elevations.

PURPOSE AND SCOPE

The purpose of our services will be to survey the area, explore subsurface conditions, identify geotechnical considerations associated with the proposed road widening, develop a typical roadway cross-section with a guardrail system and provide the Town of Wenham with a report discussing design alternatives and relative costs. Additional analyses and recommendations will be required for final design of the selected alternative. Our specific scope of services will include the following items:

Task 1 Survey:

- On the ground survey to locate planimetric and topographic data.
- Location of all property lines.
- Roadway features, edge of road.
- Location of all utilities.
- Scale 1"=20'.
- AutoCAD Civil 3D.
- Extend the survey 100 feet offset from either side of the center line of road.
- Extend survey limits 75 feet past the red lines which represent the assumed limits of new slope. (See Attached Sketch for Limits)

Task 2: Geotechnical:

1. Review geologic maps and local geotechnical information available in our files as indicators of subsurface conditions.
2. Complete a site reconnaissance to mark proposed boring locations and observe existing surficial conditions in the project area, including exposed soil and rock conditions, general

slope topography, and indicators of slope instability. We will also mark the limits of the topographic survey to be completed by others provided the borings are completed first.

3. Explore subsurface conditions by advancing up to two borings to depths up to 25 feet or refusal in accessible areas along the edge of the road using a track mounted drill rig. We anticipate that the rig will block vehicle traffic during drilling. ***We will need the Town to notify residents of the temporary road closure during drilling.*** We anticipate and have budgeted for one day of drilling. The number and/or depth of the borings will be adjusted as necessary to limit the drilling to one day. The borings will be advanced using hollow stem auger and/or drive-and-wash drilling methods with standard penetration tests (SPTs) conducted at 2-ft. intervals in fill and organic soils and 5-ft. intervals in native inorganic soils.

   We will arrange for the borings to be completed by a qualified test boring contractor who will notify DIG SAFE for location of utilities in public easements. ***We will need the Town to locate any private on-site utilities in the vicinity of the explorations since Dig-Safe does not locate private utilities.*** The boreholes will be backfilled with soil cuttings and the drilling sites will be restored to as near to pre-drilling condition as practicable. If completed in an area of existing pavement, the surface will be cold patched with asphalt concrete. Excess drill cuttings will be disposed of on-site. We assume that a police detail and permits and/or bonds will not be required for the borings.

4. A Weston & Sampson geotechnical engineer will monitor the explorations in the field, maintain logs of encountered soil and groundwater conditions, prepare boring logs, and measure the exploration locations relative to existing site features. We will present the drilling locations superimposed on the survey and include in our report.
5. Weston & Sampson will arrange for laboratory testing of selected samples from the explorations including up to two grain size distributions to confirm field soil classifications and evaluate reuse of on-site soils.
6. Evaluate the geotechnical feasibility and relative costs of up to three alternatives based on the subsurface conditions encountered in the borings, topographic survey data including property line information, and other project constraints based on information provided by the Town and members of the design team. Alternatives may include slope reconstruction and widening (e.g. rip rap slope), conventional retaining wall, or a soldier pile and lagging wall.

Task 3: Roadway and Railing:

1. Provide a typical roadway cross-section using MassDOT or town standards, as applicable.
2. Develop a base plan, showing limits of new bituminous, guardrail lengths and termination details and fence requirements.
3. Summarized cost estimate of the alternative methods to widen the roadway.

Task 4: Report and Cost Estimates:

We will prepare a report summarizing the subsurface conditions encountered in the borings, results of laboratory testing, a discussion of feasible alternatives for the roadway widening and relative opinion

of probable costs, and geotechnical considerations associated with each alternative. The letter will also provide recommendations for additional engineering services, testing, explorations (if necessary) and geotechnical analyses for design and construction of each alternative. Boring logs and a site plan showing approximate exploration locations will be attached to the letter.

ESTIMATED FEE AND SCHEDULE

We propose to conduct the proposed scope of services described above for a lump sum fee of $29,100 (TWENTY NINE THOUSAND & ONE HUNDRED DOLLARS) which includes approximately $14,300 for the topo survey and property line research under the direction of a MA PLS; $3,000 for the boring subcontractor and $175 for laboratory testing.

Deliverable Schedule

We anticipate that our field work can be scheduled within approximately two weeks of receiving authorization, weather permitting. The geotechnical report including the alternatives and cost estimates will be delivered within 4 weeks, upon completion of the survey and geotechnical field work.

Responsibilities of the Town

The town shall assist Weston & Sampson with gathering existing information on the roadway, property line information and utilities (if any) at the site. Information is assumed to include but not be limited to utility mapping, assessor maps, existing inspection reports, and roadway plans.

Qualifications

Weston & Sampson will not include as part our scope of services, traffic counts, wetland flagging, permitting or hydraulic/hydrological engineering. The preparation of bid documents, bidding services and construction administration services are also not included in the scope of services. These services are optional and will be available under supplemental agreement.

We welcome the opportunity to meet with you and discuss our qualifications and approach to undertaking this project at your convenience. If you agree with this proposal and wish to retain us to provide the proposed services, please sign and return one copy of this proposal to us as authorization to proceed with performance of the services. Also please initial, date, and return the enclosed Terms and Conditions that are hereby incorporated by reference.

Weston & Sampson is committed to assisting the Town of Wenham with your roadway evaluation efforts. We invite you to review our proposal in detail, and would be happy to meet with you to discuss our qualifications and how we can best assist in accomplishing your project goals. Please contact me by phone at 508-698-3034 x7401 or by e-mail at GrovesD@wseinc.com if you have any questions regarding our letter proposal.

Very truly yours,

WESTON & SAMPSON ENGINEERS, INC.

Dean L. Groves, PE
Vice President/Director of Transportation

Richard A. Campbell, PE
Team Leader

ACCEPTED FOR: Town of Wenham

_____

_____

By Its _____

_____

_____

Date: _____

Enclosures – Standard Terms and Conditions

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WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated June 20, 2017, is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.

2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.

3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of $50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.

4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.

5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment,

abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.

7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:

   a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.

   b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.

   c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.

   d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.

   e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.

   f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

   g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.

   h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.

   i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.

   j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.

8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or

abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.

9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.

10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.

11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.

12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.

15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when

specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

18. The parties to this contract recognize their obligations under the Massachusetts Data Security Law and Regulations, G. L. c. 93H and 93I and 201 CMR 17.00, to safeguard "personal information" as defined below. Both parties hereby represent that they have adopted the required Written Information Security Program, have taken the other steps required to safeguard personal information and are in full compliance with the law. The parties agree that in furtherance of their legal obligations, they will not transmit, communicate or otherwise provide to each other any personal information, unless it is necessary to comply with their obligations under this Agreement. The parties also agree that when it is not necessary for them to transmit, communicate or otherwise provide to each other any personal information as part of their obligations hereunder, they will take active steps to prevent such transmission, communication, or transfer. For purposes of this Agreement, "personal information" means a Massachusetts residents first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account.

Approved by:

_____
OWNER Name

_____
Signature Date

_____
Printed Name and Title

Document2

BOARD OF SELECTMEN MEETING

November 7, 2017

NEW BUSINESS

I.

Other matters, as may not have been reasonably anticipated by the Chair

(Discussion Only)

CH

BOARD OF SELECTMEN MEETING

November 7, 2017

OPEN SESSION MINUTES

DRAFT MOTION

- Vote: I move to **approve** the Board of Selectmen meeting minutes of:

July 11, 2017

August 1, 2017

August 22, 2017

September 19, 2017

Seconded / Discussion/ Vote

JC

TOWN OF WENHAM
Board of Selectmen
Meeting Minutes of July 11, 2017
138 Main Street, Town Hall

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 July 11, 2017 at 6 pm in the Selectmen Chambers.

Welcome & Call to Order
With a quorum present, Mr. Wilhelm called the Board of Selectmen meeting to order at 6:01 pm
Selectmen present: Jack Wilhelm, Chair; Catherine Harrison, Vice Chair; John Clemenzi, Clerk
Also Present: Peter Lombardi, Town Administrator; Catherine Tinsley, Recording Secretary

Meeting Packet 7.11.17
The meeting was recorded with permission by HWCAM

EXECUTIVE SESSION– Police Captain Contract Negotiation
Mr. Wilhelm moved, and it was seconded, Executive Session #2 under M.G.L. Ch. 30A, § 21 (2) – To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel and to return to open session. The motion carried unanimously by roll call vote.

The BOS returned to open session at 6:20 pm. A 10-minute recess was called.

Joint Appointment with Planning Board
- Email / resume re: interest in Planning Board opening from D. Pasquarello 5.15.17 / Ann Weeks, 6.12.17
- M.G.L. Chapter 41 δ 81A

Planning Board Vacancy – Daniel Pasquarello or Ann Weeks
Mr. Geikie called the Planning Board meeting to order at 6:33pm
Planning Board members present: David Geikie, Chair; Virginia Rogers; Steven Kavanagh; Don Killam
Mr. Geikie stated the Planning Board members had ample opportunity to review the credentials of both candidates and were ready to vote. The Planning Board unanimously recommended Ann Weeks fill the open seat on the Planning Board.
The BOS unanimously voted to jointly appoint Ann Weeks to the Planning Board for a term expiring as of the 2018 annual election.
This is a five-year term and any candidate may run to fill Minot Fry's seat for the remaining three years of his term (2021).
It was noted the other candidate was very well qualified and it was hoped that Mr. Pasquarello would attend Planning Board meetings, at his discretion. Mr. Pasquarello was asked to consider serving as an associate on the Zoning Board of Appeals.
The Planning Board unanimously adjourned at 6:39 pm

Announcements
- Appointed Board Committee Vacancies - Additional information is on the town's web site.
  - 375th Anniversary Committee
  - COA regular/ associate members
  - HW CAM
  - HW Cultural Council
  - Iron Rail Commission
  - Open Space Recreation Committee
  - Veteran's Committee
  - Zoning Board of Appeals Associate Members
- MBTA Commuter Rail Bus Shuttle Schedules- Posted on town web site
- Ice Cream Social – Wednesday, July 12, Friends of Wenham COA
- Essex Street Culvert Project began the first week in July; Essex Street closure begins Tuesday July 18

Appointments
Police Captain Contact – Action from Executive Session

Vote: Ms. Harrison moved, and it was seconded, to approve the contract for Police Captain Kevin DiNapoli as presented commencing on August 21, 2017 for three (3) year with a salary of $102,000 for year one (1). The motion carried unanimously.

Police Captain
Vote: Ms. Harrison moved to appoint Kevin J. DiNapoli as Police Captain for a one (1) year term beginning August 21, 2107 and ending June 30, 2018. The motion carried unanimously.

Pingree Park Playground – Kate Kilpatrick
- Letter of Interest – June 20, 2017

Vote: Ms. Harrison moved, and it was seconded, to appoint Kate M. Kilpatrick t the Pingree Park Playground Committee for a one (1) year term beginning on July 11, 2017 ending on June 30, 2018. The motion carried unanimously.

Recognition of Veteran's Memorial Committee
- Veteran's Memorial Committee timeline and committee members from 2007 – 2017
  - Original appointment November 6, 2007
  - Phase one Construction began spring 2014 / completed Fall 2014 / dedicated November 11, 2014
  - Phase 2 completed Spring 2017

The BOS recognized the committee and appreciation of their dedication to completing the project.
Those on the committee included: Bob Blanchard, Bruce Blanchard, Stu Corning, Albi Dodge, Win Dodge, Peter Hersee, Steve Kavanagh, Don Luxton, Howard Morong, Dean Pedersen, John Perkins, Tom Tanous, Bill Tyack, Ken Walsh, and Robert Woodbury

ADA Day Proclamation
- ILCNSCA (Independent Living Center of the North Shore and Cape Ann, Inc.) Town of Wenham ADA Day Proclamation
- Letter re ADA Day from Shawn McDuff, Deputy Director ILCNSCA

Mr. McDuff was present.
Ms. Harrison read the proclamation and that the BOS of Town of Wenham proclaimed Wednesday July 26, 2017 as Americans with Disability Act (ADA) Day; July 26, 2017 marks the 27th Anniversary of the signing of the American Disabilities Act.

Affordable Housing Trust Request for Approval of Solar Project at Friend Court Property
- Friend Court Solar Proposal 6.15.17
- Independent Power Systems (IPS)Email re Friend Court Solar Proposal from J. Anderson, Affordable Housing Trust (AHT) Chair 7.6.17

Josh Anderson, was present and spoke to the request of the other condominium unit owner to place solar panels on the roof and explained improvements may be done with approval of the BOS. The Trust voted unanimously to install solar panels as proposed.
IPS president Todd Stratford was present to further explain the system and answer questions. This included a solar financial analysis.
Vote: Ms. Harrison moved, and it was seconded to accept the Affordable Housing Trust's proposed Solar Project at 11 Friend Court as presented at a cost not to exceed $15,000. The motion carried with by majority vote with Mr. Clemenzi abstaining citing IPS is a tenant in one of his buildings.

Fiscal 17 Year End Appropriations Transfers
- Memo re Year End Appropriations Transfers pursuant to M.G.L. Chapter 44, Section 33B from L. Davidson, Finance Director
- FY17 Year End Appropriation Transfers

Finance Director Leslie Davison was present and spoke in detail regarding the state's Municipal Modernization act under M.G.L. Chapter 44 δ 33B that permits municipalities to transfer from other accounts at the end of the fiscal year; this does not add to the town budget that was approved t town meeting but just moves money around where short to cover unanticipated FY17 expenses.
Ms. Davison read the transfer requests as approved by the Finance Committee, totaling $97,986,000.

Vote: Mr. Clemenzi moved, and it was seconded, to approve the attached list of appropriation transfers totaling $97,986.00 for the fiscal year ending June 30, 2017 presented by the Finance Director, as provided for under M.G.L. and as approved by the Finance & Advisory Committee. The motion carried unanimously.

Proposed Revision to Pleasant Pond Regulations regarding Fisherman Parking

- Memo re Proposed Revisions to Pleasant Pond Recreation Area Sticker Parking Sticker Rules & Regulations from P. Lombardi, July 7, 2017
- Red-lined version of Proposed Revision to Pleasant Pond Regulations

Mr. Lombardi reviewed that the town is obligated to provide parking / access for fishing at Pleasant Pond outside the gate; these dedicated spaces have been reserved for fishing only since 2005. Licensed fishermen ae allowed to park in the gated area if there are no available spaces in this dedicated area.
The situation recently brought to the attention of the Town Administrator is if a licensed fisherman parked in these reserved spots must be actively engaged in fishing. To clarify, the Town Administrator proposed a revision to Rule #10 for consideration that read: Fishermen who have a current Massachusetts Fishing License and are actively engaged in Fishing, may park in the (designated) area during beach hours. Non-fishing guests are permitted access to the beach.

Vote: Mr. Wilhelm moved, and it was seconded, to adopt the revised Pleasant Pond Regulations as presented. Under discussion, Ms. Harrison opined that it remained unclear if no spaces were available in the open area if fishermen may park in the beach parking lot. The motion carried unanimously.

Other Matters
There were none.

Old Business

Discussion of Potential Locations for Community Signs

- Memo re the Discussion of Potential Location for Community Signs from P. Lombardi April 28, 2017

Mr. Lombardi reported that the best location for community signs was discussed during the public safety meeting, and it was the consensus for community signs to be placed in the area in front of Pingree Park on Main Street.
Mr. Lombardi will work with Town Counsel to make a recommendation on "Best Practices" and revise the Zoning Bylaw to allow non-municipal signs on public property to be presented to town meeting for approval.
The location between the Fire House / Post Office will be considered for a bulletin board for public notices.

It was the consensus of the selectmen to have KP Law give best practices to allow the town to implement a process to request space in front of Pingree Park, similar to what was used to place signs on the car barn lot.

Potential Decision on One Year of Fire Based Emergency Medical Services

- Memo re Feasibility of Fie Based Emergency Medical Services from B. Blanchard, Fire Chief 6.15.17
- Ambulance Services Agreement between Town of Wenham and Lyons Ambulance Services, LLC
- Memo re Wenham Ambulance Responses for November 2016 from F. Carabello, Director of Operations, Lyons Ambulance Service LLC
- MMA Article "Rising Health Care Costs Could Put Pressure on EMS Revenue" March 24, 2017
- Email re Ambulance Rates Legislation from Hirak Shah Esq. Massachusetts State Senate office of Senator Bruce Tarr June 8, 2017

Motion: Mr. Wilhelm moved, and it was seconded, to approve authorizing the AT and Fire Chief to take the steps necessary to implement a one-year pilot program for the Wenham Fire Department to provide Basic Life Support Emergency Medical Service as outline in Chief Blanchard's' June 15, 2017 memo to the Selectmen and to report back to the Selectmen once all action items have been completed prior to formally initiating this Fire-based EMS Program. Under discussion the Selectmen noted the presentation was made at a previous meeting. The Selectmen had no questions/ comments other than stating their support for the pilot program.
Vote: The motion carried unanimously.

Follow up to Joint Meeting with Hamilton Selectmen and School Committee to discuss Potential Changes to Regional Agreement Scope of Work for Enrollment Study, and Wenham Representation on Joint Subcommittee

- Email re Regional Agreement from S. Metternick HW Regional School Committee 6.30.17
- Email re the Apportionment Committee Scope of Work from B. Wilson, Hamilton BOS 6.23.17

- Longmeadow Study Committee Letters of Interest from J. Amico & T. Petrocelli
- Email re Apportionment Committee Scope of work with attached proposed charge for the HWRSD Agreement Committee from B. Wilson, Hamilton BOS 6.9.17
- Joint Wenham BOS, Hamilton BOS and HWSC Agenda 5.11.17
- Outline for Longmeadow Study Committee including Exhibits A-D
- Proposal Letter to Dr. M. Harvey, Superintendent, HWRSD from J. McKibben, Ph.D. Senior Demographer at McKibben Demographic Research LLC 3.29.17
- Regional School District Agreement Between the Towns of Wenham & Hamilton

The Wenham and Hamilton BOS along with the School Committee met in May. The Wenham BOS have been asked to give input to the next meeting agenda.
Ms. Harrison suggested the Selectmen agree on what is being asked and what the responsibilities are and referenced the Selectmen were being asked to have a representative for the Longmeadow Committee and the Apportionment Committee and to give input on the Scope of work for Regional Agreement Committee.
Mr. Wilhelm summarized a conversation he had with the Hamilton BOS Chair, Bill Wilson regarding the ratio of land used for schools in each town and if this impacts the formula. It was agreed Wenham did not support this discussion be on the agenda.
Ms. Harrison initialized the conversation saying the parties have previously agreed a study needs to be done to understand what the problem is, noting a draft enrollment study scope of work has been circulated to which she suggested items be added.
Wenham should be prepared for this discussion and Mr. Lombardi suggested Wenham BOS have a position of what they want in the study based on the scope of work from the Master Plan and this be sent out to the other parties ahead of the meeting.
He went on to recommend the BOS start with choosing a representative. The make-up of this committee was suggested to include from each entity a representative from the Selectmen and School Committee, the Finance Directors, a Finance Committee member liaison as ex-officio. A discussion followed if this should include the Finance Director a non-policy making position and that the Town Administrator / Town Manager be include instead.
Vote: Mr. Wilhelm moved that Selectman Harrison be the representative for the Regional Agreement Committee and it was unanimous to do so.

Two letters of interest from Wenham residents were received for the Longmeadow Study Committee. The composition of the committee will be discussed with Hamilton BOS to be equal in representation.
Hamilton has appointed one resident representative and a Selectman representative.
Vote: Ms. Harrison moved Selectman Wilhelm be the Wenham Selectman representative on the Longmeadow Study Committee and it was unanimous to do so. Mr. Clemenzi agreed to be the back-up representative.
The Selectmen agreed that Wenham and Hamilton have equal resident representative whether it was one or two.

Regarding the Scope of Work, the BOS began by reviewing the Initial Scope of Work as prepared by McKibben Demographic Research put together for Dr. Harvey to understand who is moving into town.
The Selectmen briefly talked about additional proposed considerations to the School Committee's list to be included in the study e.g. why are the previous studies wrong, what are the discrepancies, who is moving into town, the effect of the Seminary student's children on enrollment, etc.

The make-up of the Regional District Committee was explained as 3 from each Hamilton and Wenham and a school Committee member and administrator of which 6 are voting members making the quorum 4.
The proposed charge was 9 items; the Selectmen agreed #'s 4, 5, 7, 8, be removed from the committee's charge citing these items have no relationship to the apportionment formula.
A report was proposed to be due the second week in January 2018 and the BOS supported the deadline be determined by the Committee and that the Committee also determine the meeting schedule.

<u>Proposed Investment</u> Policies

- Memo re the Trust Fund Account Review and Proposed Investment Policies from P. Lombardi 4.13.17

Leslie Davidson, Finance Director was present.
Mr. Wilhelm reviewed that he has met with the Finance Director over the past month regarding the investment policy for guidelines as suggested by Bartholomew. A meeting with Bartholomew was also held.
Some categories were found to be undefined without guidelines and a revised policy was drafted to reflect detailed investment guidance and benchmarks.
The Town's Investment Policy was initially included in the Financial Policy. This policy will be reviewed/revised and part 3 will be on an upcoming agenda for approval.

Reports

Town Administrator

Implementation of New Federal Stormwater Regulations Postponed - On June 29, the EPA issued a notice to all Massachusetts municipalities subject to Small MS4 general Stormwater permits that the effective date of the updated regulations has been postponed one year to July 1, 2018. This delay is due to ongoing litigation pending in federal appeals court. As the Board will recall, Town Meeting approved $45k from Free Cash to cover the additional costs expected to be incurred by the Town to comply with the more arduous terms of this new permit in FY18. With these Year 1 costs now being deferred to FY19, we are pushing back our timeline in terms of when Weston & Sampson will be providing these consulting services.

GFOA FY18 Budget Document - The Town recently submitted an application to be considered for the Government Finance Officers Association's Distinguished Budget Presentation Award. We developed the FY18 budget document to try to meet these nationally recognized best practices in budget presentation, thereby making it more accessible to residents and using it as a communication and strategic planning tool. Just a handful of municipalities meet the exacting standards of this program – only 20 in Massachusetts were recognized last year, half of which are cities and none of which have less than 13k residents. Going forward, our goal is that residents will have access to the FY19 version of this document going in to Town Meeting next year so that they are more fully informed about the budget. In this way, it will serve as an important supplement to the Annual Report and Warrant Book. Kudos to Jackie Bresnahan for all of her work on this project over the past year!

Personnel - The Town is looking to fill recent vacancies in the DPW Mechanic and Facilities Manager positions. Information on these job opportunities will be listed on the Town website, with an initial deadline of Friday July 28 for interested applicants to submit their materials.

Agenda item *June 30th Block Party* was not submitted in time to be on the agenda and would addressed at the next meeting.

Adjournment - The Selectmen unanimously adjourned at 8:25pm

Respectfully Submitted By
Catherine Tinsley
9.29.17

TOWN OF WENHAM
Board of Selectmen
Meeting Minutes of August 1, 2017
138 Main Street, Town Hall

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 August 1, 2017 at 6 pm in the Selectmen Chambers.

Welcome & Call to Order
With a quorum present, Mr. Wilhelm called the Board of Selectmen meeting to order at 6:01 pm
Selectmen present: Jack Wilhelm, Chair; Catherine Harrison, Vice Chair; John Clemenzi, Clerk
Also Present: Peter Lombardi, Town Administrator; Catherine Tinsley, Recording Secretary

Public Information
- Meeting Packet 7.11.17
- The meeting was recorded with permission by HWCAM

Executive Session - Canaan Farms 87, 93-97 Main Street
Vote: Mr. Wilhelm moved, and it was seconded, Executive Session #6 under M.G.L. Ch. 30A, § 21 (6) – To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body regarding Canaan Farm and to return to open session. The motion carried unanimously by roll call vote.
- Email regarding Notice of Intent to Sell Chapter 61A Property from S. Everett, Esq., KP Law to P. Lombardi 7.21.17
- Property Cards for 87 Main Street and 97 Main Street
- Letter re Notice if Intent to sell Chapter 61A Property from P. Ross Esq., Ross & Ross 7.18.17
- Purchase & Sale Agreement between Canaan Farm Realty, LLC and M. Kozacki 5.18.17
- Addendum to Purchase & Sale Agreement between Canaan Farm Realty LLC and Tendercrop Farm in Wenham LLC
- Lease Agreement for 87 Main Street between Canaan Farm Realty LLC., C. Petronzio & F. Penta Effective 3.1.17

The Selectmen returned to open session and the Chair called for a recess; the meeting reconvened at 6:30 pm.

Public Input
There was none

Announcements
- Board / Committee Vacancies – The list of board /committee vacancies are posted on the Town's web site.
- Wenham Day – Saturday August 26 from 10 am – 4 pm; rain date Sunday August 27.
- 2nd Annual Citizen Leadership Academy – Jackie Bresnahan was present and spoke to this event which runs for 10 weeks and provides an insight to town government; the itinerary is posted on the town's web site.

Reports
Town Administrator – update
- School Athletic Field Project - With preliminary design work now complete, the Hamilton Planning Board is holding its first public hearing tonight on the site plan review for the proposed athletic fields project at the high school. Once the site plan review hearing is closed and if the Planning Board votes to grant the permit, the Conservation Commission will then take up their own review. As a reminder, this project as currently proposed is based on a maximum potential scope of work and is not necessarily what will ultimately go forward if all necessary permits are secured. Once the local permitting process is completed, the $67k in CPA funding approved by Wenham and Hamilton Town Meetings in 2016 will have been expended, and both Towns and the School District will have to determine next steps in terms of when and if to move forward with this project.
- Open Space and Recreation Plan Consultant Solicitation - In mid-June, the Town issued an RFP to bring in a consultant to assist in updating our Open Space and Recreation Plan. Three submissions were received by the July 10 deadline. Members of the Open Space and Recreation Committee are in the process of reviewing the non-price proposals and will

be interviewing the consultant's tomorrow night. The contract will be awarded in the next week and a kick-off meeting will then be scheduled. Public outreach to get resident input is expected to take place this fall. The project is supported by $24k in CPA funding that was approved by 2017 Town Meeting.

- Essex Street Culvert Project- Replacement of the culvert on Essex Street began on July 1 and will continue through the end of August. In order to keep the project on schedule, the road has been closed to traffic since July 18. With the installation of the pre-case structure almost complete, we expect the road will reopen by Saturday August 5. Travel will still be limited to one lane from 7AM to 5PM until the project is fully complete. This project is fully funded by $500k from MassDOT.
- Employee Health Insurance - As we continue to evaluate the merits of staying in the Group Insurance Commission (GIC) or opting out in FY19, we have been working with our broker over the past few weeks to gather all of the relevant data to go out to market. We issued an RFP last week to a number of different providers. We may also issue a separate RFP jointly with Hamilton to see if that delivers any greater cost savings. Bid submissions are due in early September and a decision has to be made by the end of November. We are statutorily required to work with the Public Employee Committee (PEC) throughout the decision making process. This committee is comprised of representatives from each of the unions (Police, Fire, and DPW) and a retiree. Non-union employees will be represented in this review process as well.
- Ambulance Service Provider - The Town's EMS provider, Lyons Ambulance, is being purchased by Cataldo-Atlantic Ambulance, effective August 31. Our understanding is that Cataldo will continue to operate out of Lyons' Danvers, Beverly, and Gloucester facilities. Over the next few weeks, Chief Blanchard and I will work with Cataldo to ensure that service levels remain the same during this transition. With the Town planning to commence Fire-based BLS ambulance service in late October, we will also be negotiating a new, one-year contract for ALS service and BLS back-up for the duration of our pilot program.
- Personnel - The Town is looking to hire a new Facilities Manager and COA Outreach Coordinator. Applications for each position are due by Monday August 7 and Wednesday August 23, respectively. More information on these positions is listed on the Town website.

New Business
The agenda was taken out of order.

Proposed Agreement for Temporary Repairs to Longfellow Road

- Proposed Longfellow Road Temporary Repair Agreement
- Longfellow Road Repair Estimate B. Tyack, DPW Director

Longfellow Road is a private way in Wenham that is in need of repair. The bylaw/statute is written that the Town is permitted to make temporary repairs to private ways, provided a petition form 80% of the neighbors/abutters is received by the town. Legal Counsel prepared a response to the petition that the work not exceed the estimate of $6,200 as prepared by the DPW Director and hold harmless language for the Town as a municipality and as a property owner of 18 Longfellow Road.
The meeting was open for public comment.
Linda Medeiros, Longfellow Road, said a large majority of the abutters are prepared to support the agreement and submit a petition to the Town to make temporary repairs to Longfellow Road. According to Ms. Medeiros there are 19 abutters.
The petition is attached to the agreement.

Appointments

Economic Development Committee- Three committee members have responded to date.
Vote: Ms. Harrison moved, and it was seconded, to appoint Dana M. Begin, Douglas A. D'Agata, and Johanna Wise Sullivan to the Economic Development Committee for a (1) year term beginning on August 1, 2017 and ending on June 30, 2018. The motion carried unanimously.

Longmeadow Study Committee –Two people have expressed interest- Joseph Amico; Tara Petrocelli-McGloin
Mr. Amico was present and spoke to his request to be appointed to the Longmeadow Study Committee noting he briefly lived on Longmeadow before moving to Wenham and referenced his understanding of the area and issues familiar with three of the strong issues and expressed his desire to be a part of this study committee.
Vote: Ms. Harrison moved, and it was seconded, to appoint John O. Wilhelm and Joseph Amico to the ***Longmeadow Study Committee*** *for a (1) year term beginning on August 1, 2017 and ending on June 30, 2018. The motion carried unanimously.*

Election Officers
Vote: Ms. Harrison, move and it was seconded, to appoint Regina A. Baker, Bruce D. Blanchard, Judith H. Bubriski, Joseph P. Cavanaugh, Julie M. Clay, Juliana F. Dodge, Linda Duryea, John W. Erhard, Jr., Laurie A. Erhard, Melanie A. Giacalone, Dorothy A. Goudie, Janet R.

Grey, Susan Herrick, Peter A. Hersee, Diana E. Lang, Morgan K. Liphardt, Patricia M. Lucy, Donald M. Luxton, Joanne B. Maestranzi, Paul E. Mendonca, Patricia K. Purdy, Stephanie B. Quinn, Carleen A. Rivers, Lauren M. Swartz, Thomas Tanous, Teresa A. VonStaats, William J. Wilson III, Lily C. Ting as ***Election Officers*** *for a (1) year term beginning September 1, 2017 and ending August 31, 2018. The motion carried unanimously.*

One Day Liquor Licenses

- Application
- Certificate of Liability Insurance
- Serve Safe Certification
- TIPS Certification
- Fee paid
- Email Public Safety; Permitting Coordinator
- Event Flyers

First Church Wenham, August 19

Vote: Mr. Clemenzi moved to approve a One-Day (All Alcoholic Beverages) Liquor License for Eric Ertel with the First Church in Wenham, 1 Arbor Street, Saturday, August 19, 2017 from 7:00pm – 11:00pm for the McDougal Wedding and it was unanimous to do so.

Wenham Museum, Summer Fair, August 26

Vote: Ms. Harrison moved to approve a One-Day (All Alcoholic Beverages) Liquor License for Kathleen Feldman with the Wenham Museum 132 Main Street, Saturday, August 26, 2017 from 10:00am – 4:00pm (with a rain date of Sunday, August 27, 2017) for the Wenham Museum Summer Fair and it was unanimous to do so.

Hamilton Wenham Mother's Club, September 21

Vote: I move the Board of Selectmen approve a One-Day (Beer and Wine) Liquor License for Aimee Cooper with the Hamilton-Wenham Mother's Club for their Annual Membership Drive at the Wenham Museum, 132 Main Street, Thursday, September 21, 2017 from 7:30pm – 10:30pm and it was unanimous to do so.

Notice of Intent to Sell Chapter 61 A Property – Canaan Farm, 87 & 93-97 Main Street

- Letter re Notice of Intent to Sell Chapter 61A Property from P. Ross Esq., Ross & Ross 7.18.17

Mr. Wilhelm acknowledged that the Town received official Notice of Intent dated July 18, 2017 regarding the sale of Canaan Farm to Matthew Kozacki, owner of Tendercrop Farm. Canaan Farm is a Chapter 61 property for agricultural use. He further summarized because the sale of Canaan Farm does not change the farming use of the property, it does not trigger the Town's "right of first refusal" under M.G.L. Chapter 61. Included in the Notice was Mr. Kozacki's statement that he does not intent to change the use of the Chapter Property and warrants in the Addendum to the Purchase & Sale Agreement that he would keep the Chapter Property in Gl. C 61A classification for a minimum of 5 years after the closing and file an affidavit with the Assessor. The Town also retains the right to purchase the Property if while it Is taxed under chapter 61A or within a year from the date that the chapter property was taxed, the buyer changes the use of the property or sells it to a buyer who changes the use of the property.

Vote: Mr. Wilhelm moved, and it was seconded, to direct the Town Administrator to draft a letter to the seller's attorney as outlined in the July 21, 2017 email from Town Counsel. The motion carried unanimously.

Request For Affordable Housing Trust (AHT) to Approve Funding for Affordable Housing Action Plan

- Wenham Affordable Housing Trust Action Plan Invitation for Bid
- Proposal from JM Goldson Community Preservation and Planning 7.11.17
- Declaration of Trust, Town of Wenham Affordable Housing Trust 5.12.17

Ms. Harrison as Selectman Liaison on the AHT, reviewed a Housing Needs Assessment was completed. As a follow up on the data collected the AHT is seeking to hire a consultant to create an action plan to include input from the community and recommend options that are specific, feasible, and desirable to the Town of Wenham for ways to provide affordable housing. The AHT has put out an RFP invitation to bid; there was one response from JM Goldson Community Preservation. The proposal was provided to the BOS for review. The Declaration of Trust allows the AHT to contract with the approval of the BOS. The Consultant is paid by the AHT. The BOS was asked to approve the plan of action.

Vote: Ms. Harrison moved, and it was seconded, to approve the proposed engagement with JM Goldson Community Preservation and Planning, for an amount not to exceed $19,600 for the development and production of an Affordable Housing Action Plan. The motion carried unanimously.

Discussion on Potential Changes to Town Meeting Date & Quorum Requirements

- ATM Voter Statistics 2007-2017
- Wenham + 80 additional Communities

Mr. Wilhelm summarized that the change of the annual town meeting from May to April has not increased participation as expected. The BOS discussed moving the annual town meeting back to May for less chance of winter weather interruption and further consider changing the 5% quorum for the annual town meeting.
Mr. Lombardi referenced the statistical information put together by the Town Clerk. He pointed out that town meeting has been in April for 5 years, giving a good record of attendance. Attendance on a whole is consistently down in April compared to May by 60-70 residents (50-60%) less.
He went on to say that if the Selectmen were in favor of changing it back to May, it was his recommendation to first speak to the Town of Hamilton and the School Department and noted the bylaw needs to be amended to change the town meeting from April to May.
Ms. Harrison added that May is better timing for the budget as the Town would have more financial information.
Mr. Clemenzi questioned coordinating the town elections back to Saturday morning prior to Town Meeting. The Chairman opined holding the elections on a week day provides residents more opportunity to vote (all day) and if there is a vote at town meeting that requires a ballot vote, voting would have to be held again.
Mr. Lombardi will notify the Town of Hamilton /HWRSD of the Selectmen's support to move town meeting back to May.
The change of town meeting date and the quorum will be on the September agenda.
The change would need to be voted at the next annual town meeting and would not be affective until 2019.
Ms. Harrison was in favor of the quorum for the annual town meeting not be changed and further opined that a Special Town Meeting quorum be the same as the Annual Town Meeting,

Letter of Support for Main Street Signalization Feasibility

- Letter regarding Support for traffic Analysis on Main Street from J. Wilhelm BOS Chair to M. Abbot, Manager, Traffic Analysis and Design Group, Central Transportation and Planning Staff (CTPS), Boston Region Metropolitan Planning Organization 8.1.17
- Email re Potential Signalization on Main Street in Downtown Wenham from M. Abbot CTPS
- Email re Main Street Traffic Hazard and Lane Restriction on Main Street from J. Gregg, Traffic Operations Engineer, MassDOT, Highway Division, District 4 to P. Lombardi 1.20.17
- Report on Traffic Signal Warrants from MassDOT 9.28-29, 2016

Mr. Clemenzi reviewed the highlights of the draft letter to the Manager of Traffic Analysis and Design Group Central Transpiration Planning Staff at Boston Regional Metropolitan Planning Organization to express strong support for further traffic analysis regarding three intersections on Main Street located at Cherry Street Monument Street and Arbor Street/Friend Court.
Mr. Lombardi summarized that there are a variety of programs at the state level but either the selection process has ended or Wenham project is too small or other requirements need to be met. He noted there is one study program with Federal Funding which begins October 1. Wenham is on the list but local support is needed to stay at the top of the list i.e. letter from BOS. Mr. Lombardi plans to reach out to Senator Tarr and Representative Hill to support this project. As a state road, a letter from MassDOT is also required.
Vote: Mr. Wilhelm moved, and it was seconded, to authorize Selectman Wilhelm as BOS Chair to sign the proposed letter of support for further traffic analysis to the Boston Region Metropolitan Planning Organization regarding the feasibility of installing a traffic signal on Main Street. The motion carried unanimously.

Old Business

Potential Approval of Financial Policies (Part III)

- Proposed Financial Policies Part III

Leslie Davidson, Finance Director was present.
Mr. Wilhelm reviewed that he and the Finance Director went over the policies and along with the investment advisors reviewed and modified the Investment Policy to better guide the town's investments and reporting.
Ms. Davidson briefly reviewed the Investment section:

- Asset allocation to meet the good standards
- Investment policy general fund

- Long Term such as Trust Funds, Stabilization CPC – buying/selling guidelines with quarterly reporting prepared by Bartholomew
- OPEB with a wide scope of investing targets

Vote: Mr. Wilhelm moved, and it was seconded, to adopt Part III of the Financial Policies as presented. The motion carried unanimously.
The Finance Director will present the quarterly report in February.

Follow up to Joint Meeting with Hamilton Selectmen and School Committee to Discuss Potential Changes to Regional Agreement, Scope of Work for Enrollment Study, and Wenham Representative on Joint Subcommittee

- Email re the Apportionment Committee Scope of Work from B. Wilson, Hamilton BOS 7.25.17
- Draft Selectmen's Charge to the HWRSD Agreement Committee
- Proposal Letter to Dr. Harvey, Superintendent HWRDS from J. McKibben Ph.D. Senior Demographer at McKibben Demographic Research LLC 3.29.17
- Longmeadow Study Committee Overview
- Minutes of the Joint Meeting of the HWRSC and the Selectmen of the Towns of Hamilton and Wenham 5.11.17

Ms. Harrison explained the follow up to the Joint Meeting as there being no agreement on a number of things.
Hamilton submitted a one page summery on what they want on the next agenda.
The BOS agreed on the importance to determine who is in charge. Mr. Lombardi reviewed that because there are differences on what the next agenda should be, another meeting seems warranted to narrow down the differences.
Mr. Lombardi will reach out to Hamilton / HWRSD to consider a fall meeting and possibly one agenda item to begin discussions.

Minutes

- July 19, 2017

Vote: Ms. Harrison moved to approve the meeting minutes of July 19, 2017 and it was unanimous to do so.

Adjournment - The BOS unanimously adjourned at 8:24 pm.

Respectfully Submitted By
Catherine Tinsley
9.29.17

TOWN OF WENHAM
Board of Selectmen
Meeting Minutes of August 22, 2017
138 Main Street, Town Hall

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 August 22, 2017 at 5:45 pm in the Selectmen Chambers.

Welcome / Call to Order
With a quorum present, Mr. Wilhelm called the Board of Selectmen meeting to order at 5:45 pm
Selectmen present: Jack Wilhelm, Chair; Catherine Harrison, Vice Chair; John Clemenzi, Clerk
Also Present: Peter Lombardi, Town Administrator; Catherine Tinsley, Recording Secretary

Public Information:
August 22, 2017 Meeting Packet
This meeting was recorded with permission by HWCAM

Executive Sessions
#1 - 253 Larch Row *Vote: Mr. Wilhelm moved and it was seconded to enter into Executive Session under M.G.L. Ch. 30A, § 21 (3) – To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares regarding 253 Larch Row and to include Margaret Hoffman and Town Counsel and to continue in executive session under #2. The motion carried unanimously by roll call vote.*

#2 - 21 Longfellow Road Vote: Mr. Wilhelm moved and it was seconded to enter into Executive Session under M.G.L. Ch. 30A, § 21 (3) – To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares regarding 21 Longfellow Road and to include Margaret Hoffman and Town Counsel and to return to open session. The motion carried unanimously by roll call vote.

The Selectmen returned to open session.

Public Comments
Mr. Clemenzi asked for an update on the pool. The Veteran's Pool at Patton Park is closing this week after a successful first summer. The Recreation Director will be asked to attend a BOS meeting (Sept 19) to give a full report to the Board.

Kate Gallagher, 253 Larch Row along with Ann Phippen 256 Larch Row were present. Ms. Gallagher stated she was speaking on poke on behalf of herself and the other members of the Phippen Family Trust, who own 253 Larch Row.
The Phippen Family Trust was approved for Special Permit for Bed & Breakfast for up to 12 events annually with a maximum of 120 guests outdoors or indoor events for up to 50 guests. She stated on behalf of the Trust, that they want to avoid litigation and the costs that go along with litigation.
At the request of the Chairman, Mr. Lombardi responded that this was the subject of the executive session at the beginning of the meeting; the Board was briefed by Town Counsel and brought up to speed on the various legal matters. He observed that the Town was obligated to respond to the paperwork filed in court by the Phippen Family Trust.
Ms. Harrison clarified that the Board has not taken any position at this time.

Announcements
- The Mandatory Water Ban started August 10, 2017. Mr. Wilhelm stressed the importance for all residents to adhere to the ban and supported the Water Department enforce the non-criminal disposition process ($100 a day fine).
- Wenham Day is Saturday August 26, 2017. The Fire Department will have an open house and Town Hall will also be open.
- 2nd Annual Citizen Leadership Academy – Ms. Bresnahan was present and spoke to the academy and encouraged residents to register and learn more about the service and function of departments and boards/ committee town government and the day to day operations
- 375th Anniversary Committee has drafted a Tentative Event Schedule

Reports

Town Administrator

Open Space and Recreation Plan Consultant- Having issued an RFP earlier this summer, the Open Space and Recreation Committee recently conducted interviews with the three consultants that submitted bids, evaluated their non-price proposals, and scored The Ciccolo Group as the best overall proposal, based in large part on the thoroughness of their proposed methodology/approach. The Ciccolo Group was also the lowest base bid at $19k (well within the $24k in CPA funds allocated to support this project), clearly setting them apart as the most advantageous proposal. A kick-off meeting is tentatively scheduled for Tuesday September 12 at 7PM, with public outreach expected in the months to follow.

Wenham Pines Update - The first phase of land acquisition is planned to occur after the next Planning Board meeting on September 14, with construction financing expected to close shortly thereafter. Actual site work and construction work, including any approved tree clearing, will not begin until the closing of the construction financing and pre-construction meetings have been held, consistent with the terms of the Planning Board special permit. However, after the first phase of the project, demolition of the existing clubhouse and other accessory buildings will likely occur sometime this fall so that they can establish site control and keep the appearance of the property neat and orderly.

Regional Emergency Dispatch- Last month, the Regional Emergency Communications Center (RECC) Finance Advisory Board approved contracting with Municipal Resources, Inc. to complete a comprehensive operational, managerial, and financial audit of the RECC. The completion of this audit is consistent with Section 12 of our inter-municipal agreement. The extensive scope of work for this project is outlined in the attached RFQ and bid submission. State 911 is funding the $80k cost of this project. A draft report should be available in the next few months. I believe that the findings of the report will be instrumental in providing the municipalities with the tools to continue to try to shape this program into a sustainable model that continues to ensure the public safety of our officers, firefighters, and residents.

It is important to note that the RECC staff has managed to reduce the FY18 budget (for both the RECC & the wireless room) by $370k to $6.2M. Of that $6.2M, $4.2M is covered by State 911 support and incentive grant funding (reflecting the real cost of operating the wireless room), $668k is covered by cherry sheet revenues from the 5 member communities (still at the original $16.26 per capita cost as when Wenham first joined the RECC in 2012), and the Sheriff's Department covers the remaining balance of $1. 3M (thereby reducing his annual subsidy by almost $1.2M from its early FY17 levels of about $2.5M). More information will follow once a draft report has been issued.

School Apportionment Committee - With no clear consensus in terms of a charge for this committee, we plan to schedule a follow-up joint meeting of the Hamilton and Wenham Boards of Selectmen and Regional District School Committee sometime in September. A likely first step that all parties seem to support, with some minor differences in terms of the exact scope of work, is engaging a consultant to conduct some targeted analysis of enrollment trends to try to better understand what has been driving these demographic changes in the past few years and how we can get a better handle on what those projections may realistically look like over the next several years.

Annual Town Meeting Date - Following up on the Board's discussion about potentially changing our Annual Town Meeting date from the first Saturday in April to the first Saturday in May this coming year, I have reached out to Hamilton officials and the Regional School District administration to get their feedback. We have also checked with state election officials about the logistics of managing jointly elected positions if Hamilton keeps their April ATM date, and have done some research into the composition of residents who have attended Wenham Town Meeting over the past several years. We plan to discuss our findings and deliberate on the merits of changing the date at the September 5 Selectmen's meeting.

DPW Projects - The Essex Street culvert project is nearing completion, with the road reopening to traffic last Wednesday evening. Minor site work will continue over the next few weeks as we look for the contractor to wrap up the project. The DPW completed repaving work on Rubbly Road, Grapevine Road, and Hull Street last week. Those roadways are the major paving projects for this construction season.

Personnel- The Town hired a new DPW Mechanic, Patrick Nolan, who starts work next Monday, August 28. We also expect to announce the hiring of a new Facilities Manager by the end of this week. Selected from a competitive pool of candidates, both will make great additions to the DPW team. The posting for the COA Outreach Coordinator position is set to expire this Wednesday August 23. More information on this position is listed on the Town website.

Congratulations to Dianne Bucco who was recently notified that she has been designated as a Certified Municipal Clerk through the International Institute for Municipal Clerks and as a Certified Massachusetts Municipal Clerk by the Massachusetts Town Clerks Association. Based on a combination of extensive coursework and professional experience, attainment of these certifications reflects Dianne's continued dedication to improving her knowledge and skill set in serving as our Town Clerk.

Mr. Lombardi was hopeful for a September meeting between Wenham, Hamilton, & HWR School Department

New Business

Police Captain Kevin DiNapoli - Pinning Ceremony
Police Chief Perkins introduced newly appointed Police Captain of the Wenham Police Department, Kevin DiNapoli, who has over 20 plus years in Law Enforcement. Captain DiNapoli's wife was invited to join him to perform the ceremonial pinning of his Badge. The Selectmen each congratulated Captain DiNapoli on his appointment.

Municipal Police Training Committee - Lifesaving Award Ceremony

- Memo from Municipal Police Training Committee First Responder Training Program to all Chiefs of Police, Training Officers, and CPR/FR Instructors regarding 5th Annual First Responder Recognition Awards Program, February 20, 201
- Letter from the Municipal Police Training Committee First Responder Training Program Regarding Congratulations to Wenham Police Officers: Sergeant Jonathan Gray; Officer Shane Kavanagh; Officer William Carney; Officer Lawrence Nestor and Officer Mia Cefaldo for their Collective Efforts with the Topsfield PD and Danvers PD on recent Lifesaving call.

Neal Hovey, statewide coordinator and liaison for the Municipal Police Training Committee for the administration of CPR/First Responder programs was present to award five first responders for their unparalleled heroism. Mr. Hovey went on to summarize the situation in which these officers, in coordination with Danvers and Topsfield officers, ultimately saved a man's life who was suffering from diabetes and hypothermal on a cold night.
Sergeant Jonathan Gray; Officer Shane Kavanagh; Officer William Carney; Officer Lawrence Nestor, and Officer Mia Cefaldo were each recognized and awarded a certificate.

Appointments

- Letters of Interest
- Letter of Recommendation from Town Clerk, Dianne Bucco

Audit Committee: *Mr. Clemenzi moved to appoint John Wilhelm; Richard P. Jones; Alexander J. Begin to the Audit Committee for a (1) year terms beginning on July 1, 2017 and ending on June 30, 2018 and it was unanimous to do so.*
Economic Development Committee: *Mr. Clemenzi moved to appoint Leo John Maestranzi, Jr.; Norman Tarr to the Economic Development Committee for (1) year terms beginning on August 22, 2017 and ending on June 30, 2018 and it was unanimous to do so.*
Board of Registrars: *Mr. Clemenzi moved to appoint Tom Tanous on term beginning on August 22, 2017 and ending on March 31, 2020 and it was unanimous to do so.*

Potential Decision on Petition to Make Temporary Repairs to Longfellow Road

- Letter from L. Medeiros re Longfellow Road Betterment Petition to BOS August 8, 2017
- Longfellow Road Temporary Repair Agreement and Property Owner Signature Page
- Longfellow Road repair estimate provided by DPW Director
- Bylaws of the Town of Wenham, Chapter XV Repair of Private Ways

The temporary repairs of Longfellow road are estimated to take up to $6,200 of repair work (i.e. pot holes) based on the quote by DPW Director. Abutters of Longfellow Road have submitted a petition of the required signatures of 80% of the abutters.
It is hoped the work will be done shortly after Labor Day.
Vote: Having found that the petition submitted by residents who abide on Longfellow Road has been signed by at least 80 % of the abutters and having determined that the public necessity will be served by making certain temporary repairs to the roadway in order to provide public safety access and safe passage of public service vehicles, Ms. Harrison moved to authorize such repairs be made by the Town of Wenham in accordance with provision of Chapter XV od the Town bylaws and according to the terms and conditions of the attached agreement. The motion carried unanimously.

Senior Care Request for Wenham Funding Contribution

- Memo regarding SeniorCare request from Wenham funding contribution P. Lombardi -August 18 2017
- Letter from S. Treni SeniorCare Executive Director re request of $3,000 in funding from the Town- July 14, 2017
- SeniorCare Inc. Wenham service report July 1, 2015 through June 30, 2016
- Records of the Town of Wenham letter to the town treasurer from C. Symonds executor offering $1500 from the Mary Hercules Estate -May 29, 1878
- Records of the Town of Wenham excerpt of minutes from the 1906 annual town meeting reflecting the Town's unanimous vote to except the $3,000 Elizabeth Porter Tilton Fund offered in the estate of George Henry Tilton

- Records of the Town of Wenham letter of acceptance from the BOS for $500 offered in the will of Mr. J.K. Dodge- August 6, 1907; F. Young charity Fund, November 28, 1956

Tom Tanous, Wenham resident and SeniorCare Board President was present to thank the Town for the donation and spoke to the request for funds to help support the services of Senior Care that provides elderly Wenham Residents on an annual basis. Mr. Tanous reported about 30 people a month are serviced in Wenham, not including Meals on Wheels.
Vote: Mr. Wilhelm moved, and it was seconded, to approve the use of $535.00 in Fy17 interest from various trust fund accounts to help fund SeniorCare. The motion carried unanimously.

Request for Approvals for Board of Health (BOH) Flu Clinic and Dispensing Site Drill

- Memo regarding Contact with Medicare for Billing and with Commonwealth Billing, University of Massachusetts from M. Ting, Public health Nurse 8.15.17
- Memo regarding Contact with Medicare for Billing and with Commonwealth Billing, University of Massachusetts from Dr. A. Ting, Chair Board of Health 8.15.17
- Inter-municipal Agreement between the Towns of Wenham and Hamilton re Seasonal Vaccinations Clinics 9.11.13
- Agreement Between the Town of Wenham and the University of Massachusetts Medical School 9.1.17
- Massachusetts Immunization Medicare Supplier Application

Jackie Bresnahan, Permitting Coordinator / Special Projects was present on behalf of the public nurse Marybeth Ting and summarized the BOH is doing more public outreach. The BOH is a part of a coalition for emergency preparedness. The Town has never done a *Dispensing Site Drill* at the Buker School, the Town's Emergency Dispensing Site. This is supported by the Board of Health.
Vote: Ms. Harrison moved, and it was seconded to authorize Mr. Wilhelm as BOS Chair to execute the Agreements with the Commonwealth Medicine Center for Health Care Financing and Medicare respectively so that the BOH will be eligible to receive reimbursements from their entities for the purchase and administration of the flu vaccine. The motion carried unanimously 3-0.

Transfer of Ambulance Contract from Lyons to Cataldo
Mr. Lombardi reported that Cataldo is acquiring Lyons ambulance to be finalized August 29.
The Board of Selectmen were asked to vote to assign the Lyons Ambulance contact to Cataldo for a term through the next month when it is expected Wenham's fire based ambulance pilot program service would be operating. It was noted that Cataldo is interested in providing Advanced Life Support service at a zero-fee contract. Cataldo is one of the largest ambulance providers in the state and offers a variety of training.
Vote: Mr. Clemenzi moved, and it was seconded to approve the transfer of the Tow's ambulance service agreement dated July 23, 2015 from Lyons Ambulance Service LLC to Cataldo Ambulance Service, Inc., Effective August 29, 2017 subject to receipt of state approvals of this transaction. The motion carried unanimously.

Proposed Hiring Process for New Fire Chief
This agenda item was deferred to a future meeting.

Discussion on Identification of Prioritize Theoretical Uses for Longmeadow Way Parcels

- Email from B. Wilson, Chair Hamilton BOS re Longmeadow Use Request 8.15.17
- Longmeadow Study Committee Overview
- Exhibit A – Plan of Longmeadow Way
- Exhibit B – History of Ownership of Lots A, B, C, D
- Exhibit C – Aerial view Photo Longmeadow
- Exhibit D – Letter re Proposed Development of Property off Longmeadow Way, Hamilton to A. DeFranza, Executive Director Harborlight Community Partners, Inc. from P. Waysor, Glovsky & Glovsky LLC 9.13.16
- Exhibit E – Letter re J. Miller, 3 & 5 Longmeadow Way to W. Wilson Chair Hamilton BOS from P. Wysont, Glovsky & Glovsky LLC 4.27.17

Mr. Lombardi gave an update saying the Longmeadow Study Committee had their first meeting. The Committee has begun a multi stage process to identify any potential uses for the property.

Follow up on Annual Retreat re Fy18 Goals

- Memo re FY Goal Setting Follow-up from P. Lombardi 8.7.17

The Selectmen's goals as identified during the annual retreat on August 3, have been organized according to the Boards' priority. The Board confirmed this list.
The Chair noted the definition of goals as related to the Town Administrator evaluation was also clarified and reflected in the revisions of the Goals.

Discussion on Identifying Community Compact Best Practices for Fy18

- Memo regarding Identification of Community Compact Best Practices from P. Lombardi 8.18.17
- Memo re Community Compact Program Follow-up from P. Lombardi 4.5.16
- Letter re Community Compact Cabinet Program from Lieutenant Governor K. Polito 8.15.17
- Recommended Best Practices

Mr. Lombardi reported that the Division of Local Services is opening up the Community Compact Program grant; the town is eligible to commit to 2 new best practices for FY18 grant funding for technical assistance.
Mr. Lombardi drafted seven options for the Boards' consideration and went on to suggest the BOS consider funding a Citizen Engagement Resident Survey and an Enrollment Shift Study.
It was noted that the Town of Danvers did a similar survey with positive feedback.
It was the consensus of the Board to accept the Town Administrator's recommendation to seek grants for a survey and enrollment shift study.

Minutes – April 18, 2017; May 2, 2017; May 16, 2017; June 6, 2017
Executive Session (ES): January 24, 2017 session #1 – Release; June 6, 2017 – Session #1 & #2

Vote: Mr. Clemenzi moved to approve the BOS open meeting minutes of April 18, 2017; May 2, 2017; May 16, 2017; June 6, 2017 and it was unanimous to do so.
Vote: Mr. Clemenzi moved to approve the release of the ES minutes of January 24, 2017 and it was unanimous to do so.
Vote: Mr. Wilhelm moved to approve and release the BOS ES minutes of June 6, 2017 #1 & June 6, 2017 #2 and it was unanimous to do so.

The Selectmen unanimously adjourned at 8:11 pm.

Respectfully Submitted By
Catherine Tinsley
8.31.17

TOWN OF WENHAM
Board of Selectmen
Meeting Minutes of September 19, 2017
138 Main Street, Town Hall

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, September 19, 2017 at 6:15 pm in the Selectmen Chambers.

Welcome & Call to Order
With a quorum present, Mr. Wilhelm called the Board of Selectmen meeting to order at 6:17 pm
Selectmen present: Jack Wilhelm, Chair; Catherine Harrison, Vice Chair; John Clemenzi, Clerk
Also Present: Peter Lombardi, Town Administrator; Catherine Tinsley, Recording Secretary

Public Information:
September 19, 2017 Meeting Packet
This meeting was recorded with permission by HWCAM.

Executive Session – Wenham Call Firefighters Association
Vote: Mr. Wilhelm moved and it was seconded, to enter into executive session under M.G.L. Ch. 30A, δ 21 (3) to discuss strategy with respect to collectiv bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigation if an open meeting may have a detrimental effect on tl bargaining or litigation position of the public body and the chair so declared, to discuss the Wenham Fire Firefighters Association, and to return to open session. The motion carried unanimously by roll call vote.

The Selectmen returned to open session at Return to open session at 6:27 pm
The Chair announced that HWCAM was experiencing technical difficulties the meeting was not being aired live.

Public Input
Chairman Wilhelm recognized Kate Gallagher, 253 Larch Row, who stated she was an owner of 253 Larch Row along with Phippen family, and had recently been permitted by the ZBA for a Bed & Breakfast (B&B) of which she has filed an appeal. She stated that the litigation is in limbo with a few hurdles. Ms. Gallagher reviewed that at the last BOS meeting, the Chairman suggested she speak with the Town Administrator regarding her appeal, but that nothing has been resolved.
Mr. Lombardi responded that the Zoning Board of Appeals approved a special permit for a B & B but the applicant, Ms. Gallagher, filed an appeal in Essex Superior Court on her own permit. Therefore, while this is in litigation he is very limited in what he can say or do.
Regarding the Open Meeting Law(OML) complaint filed by Ms. Gallagher against the Planning Board. The Planning Board met last week and reviewed the decision and proposed action from Town Counsel and was granted an extension by the Attorney General to the number of days to respond due to their once a month meeting schedule.
Ms. Gallagher stated the OML violation was not in litigation at this time but is costing the Town money and encouraged the Town t take action to avoid litigation.
The BOS responded they have no jurisdiction in the Open Meeting Law complaint against the Planning Board and other matters are already in litigation and cannot be discussed in open session.
It was noted the Town Administrator has no authority to act on his own and any discussion on this matter would take place in executive session.

Announcements
- Korean Ambassador for Peace Medal Presentation to Wenham Residents, October 20, 2017

Karen Tyler, Director of Veterans Service, Ipswich office, was present and spoke about the October 20 award Ceremony at the Ipswich High School Performing Arts Center.
The Korean Consulate will be presenting the Korean Ambassador for Peace Medal to Korean War Veteran or next of kin.
The Selectmen, Town Administrator and community were invited to attend. The Scout troops have been notified and it was requested one scout be assigned to a recipient.

Vets for Vets – North Shore Veteran Summit – Community Networking for Veterans & Families October 14 North Shore Community College, Lynn Ma

- Health Care Information
- Local Veterans Networks
- Financial & Legal Resources

Team Rubicon, was established by veterans to provide disaster relief using their training to in civilian status to continue serving their country. Ms. Tyler is being deployed to Houston Texas next week through Team Rubicon.

- Board / Committee Vacancies are posted on the Town's web site
- Hamilton Wenham Cultural Council Grant Applications due October 16, 2017
- SeniorCare Service Offerings - The BOS requested that Tom Tanous be invited to make a presentation

Senator Tarr was present in anticipation of a retirement ceremony which he was informed was postponed to the next BOS meeting. Senator Tarr used the time to update the Selectmen saying the House returned to open session after Labor Day and will take up several of Governor Bakers' Vetoes; he asked if the Town has any concerns to notify his office.
Two most prominent issues being taken up are Criminal Justice Reform & Health Care Reform. Senator Tarr elaborated on these important issues.
Senator Tarr left the meeting.

The agenda was taken out of order.

Veteran's Memorial Pool Summer 2017 update

- Veteran's Memorial Pool Summer 2017 PowerPoint Presentation
- Pool Revolving Fund Revenue/Expenses
- Recreation Revolving Fund Revenue / Expenses

Sean Timmons, Recreation Director was present and referenced the PowerPoint presentation to give an overview the first year of the Veteran's Pool at Patton Park.

- The pool was open June 10 – August 27 for 73 days at 11-13 hours a day
- There were 27 staff & 20 HW residents, plus camp staff during camp time
- Budget overview:
    - Total Revenue: $88,629,000
        - $8,539 pool passes
            - 264 memberships; 1115 open swim passes with an average attendance of 87 people per day
        - $6,272 swim lessons
        - $7,817 swim team
        - $1,000 pool rental
        - $25,0000 park program
    - Total expenses $88,327 of which $16,500 one time/ start up / non-recurring operating costs
        - $57,713 Personnel
        - $ 21,544 Operating Expenditures
        - $9,069 Professional Service
    - Overall remaining balance: $301.15 with some outstanding bills it is anticipated the pool with break even

It was noted that the insurance is under the towns' insurance policy but it was not known if this increased the town's expense/ liability.
A list of considerations for next year:

1. considering hours of operations – for efficiency
2. staffing levels can be adjusted / reduced
3. concessions – various considerations to improve
4. programming / special events / family events
5. caregiver pass (for nonresidents)
6. proposed changes to state regulations – operational

In closing, Mr. Timmons recognized the staff for their hard work saying he received lots of positive feedback.

Reports

Town Administrator

Fire Chief - Although he was originally planning to retire next June, Bob Blanchard has notified the Town that he is stepping down a Fire Chief effective immediately for medical reasons. Chief Blanchard has served as a call firefighter for the Town for 37 years and has been Chief for 11 years, 4 of them in a full-time capacity. From implementing a robust internship program to conducting extensive community outreach and leading our current efforts to pilot Fire-based EMS, Bob has been responsible for building a model call department over the years. Respected by his peers and beloved by his fellow firefighters, Bob's leadership, expertise, integrity, compassion, humility, and sense of humor will be missed. I expect the Board will discuss the process to fill the Chief's position on a long-term basis at a meeting in the near future. In the meantime, as the department works through this transition, Deputy Chief Stephen Kavanagh will serve as Acting Fire Chief.

The Selectmen responded saying the Chief was very dedicated and respected by the firefighters with a unique ability to involve the community and engage the department. His leadership has allowed the Town to have a model call fire department and the Town has been blessed to have his leadership over the years. Chief Blanchard brought a lot of money into the department with grant writing and fund raising.

Personnel - Karen Tyler, our Veterans Service Officer through the Eastern Essex Veterans District, is set to join Team Rubicon for a week at the beginning of October, assisting in the Hurricane Harvey clean-up efforts down in the Houston area. Created in the aftermath of the massive earthquake in Haiti in 2010, Team Rubicon mobilizes emergency response teams that are comprised of military veterans and first responders to help families who have been impacted by natural disasters.

Council on Aging Van Grant Award - The Town was recently notified that we have been awarded $47k (the full amount we applied for) in MassDOT funding through their Community Transit Grant Program. In addition to the $12k local match that was approved by Town Meeting last spring, we now have the funding in place to purchase a new COA van in the coming months. Kudos to COA Director Jim Reynolds for putting together an excellent application to maximize our award through this competitive program!

Hull Street Culvert Grant Award - This past July, the Town submitted a grant application seeking $60k in funding through the Division of Ecological Restoration's new Culvert Replacement Municipal Assistance Grant Program to undertake preliminary design to replace the culvert on Hull Street near the Beverly line. The current structure in this location is not sufficient to handle water flow during major rain events, leading to poor drainage and occasional flooding. Last Friday, the state announced that we were one of on 13 projects around the state that were awarded funding. Since more than half of the $905k in available funds through this program was already earmarked for other watersheds, we emerged successful from a very competitive field. Once this initial design work is completed, we plan to apply for additional grant funds through this same program over the next several years that would take us through project construction. There is no local match requirement for this first phase of work.

New Emergency Notification System - Last Friday, the Town went live with a new emergency notification system, changing from ou current vendor, Blackboard Connect (Connect CTY), to Essex Regional 911 Alerts (Swift911). This service is being provided to all communities who participate in the Essex County Regional Emergency Communications Center free of charge through state grant funding, saving the Town of Wenham $3,300 a year going forward.

Although we will be using a different platform, the transition will not impact the Town's ability to call residents with emergency notifications as all contact information for residents who have already signed up to be notified has been transferred over. This new system also has enhanced options to receive these same communications via text or email. We encourage all residents to register wit Essex Regional Alerts to confirm that your contact information is up-to-date and so that you can opt in to these expanded service offerings if you are interested. There is a link on the Town's homepage to register - http://ecrecc.org/alerts/.

Selected through a competitive and robust solicitation process, the Town is excited about using this new platform and looks forward to working with Essex Regional 911 and SwiftReach Networks to further develop the features of this system, including allowing residents to sign up for certain non-emergency messages. Additional outreach will be conducted once these supplemental options ar available.

There was some concern that this only be used for emergency communication and how emergencies would be qualified. Mr. Lombardi noted that there is a policy in place for emergency / non-emergency messaging; what constitutes as emergency is being reviewed and any proposed changes would be brought to the BOS for consideration.

Chairman report

Mr. Wilhelm is co-chair of the Longmeadow Road Study Committee along with Hamilton Selectman Wilson.

He gave a brief update from the recent meeting saying the Joint Recreation Department reported they have no immediate need for the property with the potential of turf fields. The towns of Wenham and Hamilton do not have a need for this property at this time and the School Department could not confirm if they had any interest in this property or even part of the property; this remains an open question.

There is (potentially) 60 affordable housing units proposed for this site by Harborlight.

Mr. Clemenzi observed the potential that the towns would be asked to support turf fields to maximized use and further questioned if this property could be used for additional fields rather than $9.5 million turf fields. Ms. Harrison noted that turf fields are not defini and a decision by the Recreation Department should not be based alone on getting turf fields.

The Wenham Museum having Annual Golf Tournament this Friday at the Wenham County Club followed by dinner at the Wenham Tea House.

New Business

Appointments

Hamilton Wenham Cultural Council: Kirsten M. Alexander, Oliver N. Barker

- Email re recommendation of K. Alexander and O. Barker from HW Cultural Council Chair 9.8.17
- Email re interest in the HW Cultural Council from K. Alexander
- Email re interest in the HW Cultural Council from O. Barker

Vote: Ms. Harrison moved to appoint to appoint Kirsten M. Alexander and Oliver N. Barker to the HW Cultural Council for (3) year terms beginning September 19, 2017 and ending on June 30, 2020. The motion carried unanimously.

For the Love of Pete Memorial Motorcycle Ride – Sunday 24, 2017

- For the Love of Peter Memorial Ride Event Information
- Email re request from V. Morency to use Wenham Roads for ride from Police Chief and Fire Chief 9.12.17
- Certificate of Liability Insurance naming the Town of Wenham as additional insured

Vote: Mr. Clemenzi moved, and it was seconded, to authorize Vicky Morency to use the specified sections of Topsfield Road, Cherry Street, Monument Street, and Main Street for the memorial motorcycle ride scheduled for Sunday, September 24, 2017. The motion carried unanimously.

One day Liquor License Request: Wenham Museum Attic Treasures Shop 'n Sip Friday September 29, 2017

- Application - Kathleen Feldman
- Certificate of Liability Insurance
- TIPS Certification
- Fee Paid
- Email Approvals from Police Chief, Fire Captain, Permitting Department

Vote: Mr. Clemenzi moved, and it was seconded, approve a One-Day (All Alcoholic Beverages) Liquor License for Kathleen Feldman with the Wenham Museum for their Attic Treasures Shop 'n Sip at 132 Main Street from 5:00pm – 7:00pm on Friday, September 29, 2017. The motion carried unanimously.

Proposed Terms of Use of Iron Rail Fields by the Academy at Penguin Hall for the 2017/ 2018 season.

- Memo re Proposed Terms of Use of Iron Rail Fields by the Academy at Penguin Hall from P. Lombardi 9.15.17
- Letter re the use of Iron Rail's Field 9 from the HWYSA to the Academy at Penguin Hall 8.30.17 & !0.1.16
- Iron Rail Property Use Agreement between the HWYSA and Landmark School
- Email re Iron Rail Fields Subletting from M. Reich Esq. KP Law to P. Lombardi 10.13.16

The BOS noted their concern that this should have been approved prior to the "2017 season" preferably in August and that they are already suing the field and further that there are no specific dates in the Agreement provided to them for action and there was no representation at the meeting. The Town Administrator will formalize the Agreement for BOS vote at the October 3 meeting.

Authorization of the Town Administrator to accept gifts under $500 from 375th Anniversary Committee

- Memo re Authorization for 375th Donation Acceptance
- 375th Anniversary Committee Proposal for Gifts/ Donation solicitation form 6.6.17
- Town of Wenham Police on Solicitation and Acceptance of Gifts and Donations for Public Purposes.

Motion: Ms. Harrison moved, and it was seconded, to authorize the TA to be able to accept gifts, both monetary and tangible property, under the value of $500, that are being gifted to the Town by the 375th Anniversary Committee so as to allow the Treasurer/Collector to more efficiently process monetary donations, effective today September 19, 2017 through December 31, 2018.
Under discussion the purpose of this is to avoid this authorization on a regular basis; according to the policy the BOS can authorize the TA to accept donations under $500.
Vote: The motion carried unanimously.

Old Business

Potential Decision on Changes Annual Town Meeting(ATM) Date and Quorum Requirements

- Memo re Potential Change of ATM P. Lombardi 9.15.17
- Email re District Election – School & Library from L. Goldberg Esq., KP Law 9.12.17
- Email re Opinion on Elections from M. Harvey HWRS Superintendent 9.12.17

- Letter re Opinion on District Elections from Brody, Hardoon Perkins & Kesten LLP 9.11.210

After a legal review with Counsel, it was determined that Wenham & Hamilton must hold their elections at the same time, but not th Town Meeting. Wenham is considering changing the ATM from April back to May to reduce icy/snow weather interfering with Town Meeting; the Town of Hamilton is not interested in changing their ATM from April.
Mr. Wilhelm suggested the BOS continue this discussion at the next meeting including changing the quorum requirements for both the Annual & Special Town Meetings.

The next BOS meeting is October 3, 2017.

Adjournment - The BOS unanimously adjourned at 8:20 pm.

Respectfully Submitted
By Catherine Tinsley
10.3.17