



Town of Wenham
BOARD OF SELECTMEN
AMENDED AGENDA

Tuesday May 16th

6:30 PM

Wenham Town Hall – 138 Main Street

Notice of public meeting as required by M.G.L. Chpt.30 §20

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. Wenham's 375th Anniversary Committee Survey JC
2. Mandatory Water Conservation in Effect JC
3. Pleasant Pond Stickers Available for Purchase CH
4. Memorial Day Parade – Monday, May 29th JW
5. Finance & Advisory Committee Vacancies JW
6. Planning Board Vacancy CH
7. Seeking Letters of Interest for Longmeadow Joint Study Committee JW

6:45 P.M.

REPORTS

TOWN ADMINISTRATOR – Update

CHAIRMAN

SELECTMEN

7:00 P.M.

NEW BUSINESS

A. Appointments:

CH

- Tree Warden: Winslow Mulry or Pierre Erhard
- Public Safety Officials -

Police Department: Chief Thomas C. Perkins, Sergeant Johnathan B. Gray, Sergeant Michael Mscisz, Sergeant Christopher J. Machain, Detective Shane M. Kavanagh, Patrolman David T. Marsh, Patrolman Chad M. Labrie, Patrolman William J. Carney, Patrolman Michael J. Chandler, Administrative Assistant: Susan M. Hersee, Chaplain: Dean W. Pederson

Reserve Officers: Robert C. Breaker, Michael F. Perry, Steven Farinato, John Freitas, Brain J. Pratt, Richard J. Sherry, Christopher T. Sanborn, Shawn T. Tinsley, Wesley S. Izidoro, Scott W. Wood, Mia Cefalo, David Farry, Lawrence Nestor, Stephen Lovely

Police Matrons: Susan Hersee, Catherine Tinsley, Noelle Bowie-Pierce, Mia Cefalo

Animal Control Officer: Stephen Kavanagh

Animal Control Officer Indigenous: Stephen Kavanagh

Constables: Calvin M. Perkins, Paul Mendonca

Liquor Agent: Thomas C. Perkins

Emergency Management Director: Robert A. Blanchard

Emergency Management Deputy Director: Thomas C. Perkins

Fire Department: Chief Robert A. Blanchard, Deputy Chief Stephen Kavanagh, Captain and Fire Prevention Officer Jeffrey Baxter, Captain Daniel Sullivan, Lieutenant Thomas Curran,

Lieutenant Gary Blaney, Lieutenant John Joyce, Lieutenant Christopher Jones, Lieutenant Jacob Kreyling,

Senior Firefighter Michael Binns, Senior Firefighter William Jones, Firefighters: Richard Bertone, Denzel

Birth, Benjamin Blanchette, Jason Braley, Thomas Curran, Jr., Robert Gallinelli, Mark Gates, Kevin

MacDonald, Sean McCarthy, David T. Marsh, Leonard Tuneburg, William Wildes, Provisional

Firefighters: Erica Poitras, Ryan Skerit, Chaplain: Reverend Michael Duda

Oil Burner Inspector: Jeffrey Baxter

B. Donation of Pingree Park Playground Funds and Approval of Contract with New England Recreation Group

JC

C. The Food Project – Executive Director J. Harrison

CH

D. Police Department Input on Police Captain Selection Process

JW

E. MAPC District Local Technical Assistance Grant Application re. Feasibility of Shared Inspectional Services

CH

F. 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

JW

G. Direct Energy Contract Renewal

JC

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

JW

8:25 P.M.

MINUTES

Open Session: March 27, 2017 Warrant Hearing

8:30 P.M.

ANTICIPATED ADJOURNMENT

BOARD OF SELECTMEN MEETING

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WENHAM NEWS

Finance & Advisory Committee Openings - Letters of Interest Requested by May 18, 2017

The Board of Selectmen is requesting letters of interest for openings on the **Finance & Advisory Committee** by Thursday, May 18th. If interested, please forward your letter of interest and resume to the Board of Selectmen/Town Administrator's Office, Wenham Town Hall, 138 Main Street, Wenham, MA, 01984, or you may email to nroeback@wenhamma.gov. Please contact the Town Administrator's office with any questions at 978-468-5520 x2.

375th Anniversary Committee - Outreach Survey

Let us know how you want to celebrate Wenham's 375th Anniversary! Wenham's 375th Anniversary Committee is asking residents to submit feedback and ideas for events, activities, and more as they plan for the Town's celebrations in 2018.

<https://www.surveymonkey.com/r/townofwenham375>

Pleasant Pond Stickers Available May 1, 2017

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[Pleasant Pond Parking Sticker Regulations](#)

[Pleasant Pond Parking Sticker Application](#)

Senior Citizen Property Tax Work-Off Program

Description and Application Form: [Click Here](#)

Work-Off Program offers Wenham seniors aged 60+ the opportunity to earn an abatement on their real estate property tax bill. The hourly wage is \$11.00 and the maximum annual abatement cannot exceed \$1500.

The positions available through this program are in various departments throughout the Town. Job placements will likely be made with the Town Clerk's Office, Town Finance Office, Town Permitting Office, Council on Aging, and the Hamilton Wenham Regional Library. Attempts will be made to match the placement with the applicant's interests and qualifications.

New Veterans Property Tax Work-Off Program

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375th Anniversary Committee – 2018 – Survey

In 2018, Wenham will be celebrating its 375th Anniversary. Please complete this survey as we begin to plan activities and events in honor of Wenham's past, present, and future.

1. What types of events would you be interested in? (Circle all that apply)

- a. Sports tournaments
- b. Road Race/Fun-Run/Walk-a-thon
- c. Historical tours
- d. Architectural Tours
- e. Kids' Activities
- f. Concerts/music events
- g. Town-Wide Parade
- h. Community-wide "Fun" Day
- i. Picnics/Ice Cream Social
- j. Art or writing contests
- k. Hiking/walking events (i.e. Swamp walk/Audubon properties)
- l. Historic speaker series or teas (with local historians)
- m. Other: _____

2. Which topics would you most like to learn about or discuss? (Circle all that apply)

- a. How to get involved in Wenham Town Government and community organizations
- b. Wenham's early history
- c. Wenham's ice industry
- d. Wenham in the military service
- e. The Historic District
- f. Other: _____

3. Please list any suggested speakers, historians or guests you feel we should incorporate into the Wenham 375th celebrations in 2018.

4. Please list any ideas for celebrations, events, or activities you would like to attend as a part of the 375th Anniversary celebrations in 2018.



375th Anniversary Committee – 2018 – Survey

5. Are you currently involved in Town events and activities (Town government, school sponsored events, local organizations, etc.)?
- a. Not at all
 - b. Slightly
 - c. Moderately
 - d. Very
 - e. Extremely
6. Would you be interested in attending 375th celebration activities?
- a. Not at all
 - b. Slightly
 - c. Moderately
 - d. Very
 - e. Extremely
7. How many events would you be interested in attending?
- a. 1-3
 - b. 4-7
 - c. 8-10
 - d. 10 or more
8. Would you be interested in volunteering during the Wenham 375th celebrations?
- a. Name: _____
 - b. Phone number: _____
 - c. Email address: _____
 - d. What type of work would you like to volunteer you time for? (Circle all that apply)
 - i. Marketing/Promotion
 - ii. Fundraising
 - iii. Programming/Activities
 - iv. History Research and Compilation
 - v. Community Outreach

Please return survey:
Wenham Town Clerk's Office
138 Main Street
Wenham, MA 01984
OR
Email wenham375@wenhamma.gov

Thank you!
Wenham 375th Anniversary Committee



TOWN OF WENHAM
WATER DEPARTMENT

MANDATORY WATER CONSERVATION

Effective May 1, 2017 in accordance with the Water Use Restriction By-law and in compliance with our withdrawal permit issued by the Massachusetts Department of Environmental Protection, no sprinklers are allowed between the hours of 9am and 5pm, hand watering is allowed. The mandatory water conservation is in effect from May 1 to September 30 and includes private wells. We would like to thank all residents for their understanding and cooperation.



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Historic Properties Survey - Updated Wednesday, May 10, 2017

The Historical Commission has hired a consulting firm to assist with a survey of historic homes outside of the historic district. **Stacey Spies** and **Wendy Frontiero** will be doing field work throughout town over the next few months.

On Wednesday, May 10th surveying occurred in the following areas:

- Arbor Street
- Dodges Row
- Larch Row
- Monument Street

If you have any questions, please contact the Town Administrator's Office at 978-468-5520 x2.

Memorial Day Parade - Monday, May 29, 2017

Please join us for our Memorial Day Parade on Monday, May 29, 2017. The parade will form at the Wenham Council on Aging at 1:00pm and follow the route listed below. The COA Van will be available to help with transportation to and from the Wenham Cemetery as needed.

Parade Route: March east on School St, left on Perkins, left on Bruce Lane, left on Arbor (where there will be a short ceremony at the Veteran's Memorial), right behind Civil War Memorial (another short ceremony), merge onto Main Street and continue to the Wenham Cemetery.

Seasonal Job Openings - Updated April 27, 2017

Are you interested in a seasonal job or an internship with the Town? Please click ***HERE*** for information on our current job openings.

Town Administrator's Report - May 2, 2017

As your Town Administrator, one of my primary goals has been to provide residents with regular updates about timely issues that impact our community. Please click ***here*** to read my latest update as presented to the Board of Selectmen. Click ***here*** to access archives of my previous reports.

Downtown Parking Changes on Main Street beginning May 4, 2017

To improve vehicle and pedestrian safety in our downtown, the Town recently received approval from the Massachusetts Department of Transportation to create a parking lane that meets minimum state standards on the commercial side of Main Street (Route 1A) from Friend Court to Perkins Street. To accommodate this wider parking lane, the shoulder on the residential side of Main Street in this corridor will be proportionally reduced.

The Town anticipates restriping in this area beginning at 11:00pm, Wednesday, May 3rd through 4:00am, Thursday, May 4th, weather permitting.

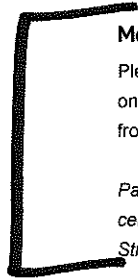
Once these changes are implemented, parking on the commercial side will be limited to 2 hours between 8:30 AM and 5:30 PM. The spaces directly in front of the post office will be restricted to 15 minute parking only. No parking will be permitted on the residential side.

Please click ***here*** for more information.

Korean War Veterans Eligible for Korean Ambassador for Peace Medal

All Korean War Veterans who served between June 25, 1950 and July 27, 1953 are eligible to receive the **Korean Ambassador for Peace Medal**. If you are Korean War Veteran or surviving spouse, please contact Karen Tyler, Veterans Services at kt Tyler@eessexvets.com or 978-356-3915. Your DD Form 214 is Required.

Website
Newstead +
Calendar





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WENHAM NEWS

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Planning Board Vacancy

The Board would like to request Letters of Interest for one opening on the Planning Board. The selected individual will be appointed to the Planning Board to serve through the 2018 Town Election at which point the 3 years remaining on the unexpired term will be placed on the ballot.

If interested, please submit a letter to the Town Administrator's Office at Wenham Town Hall or via email to nroebeck@wenhamma.gov.

The Planning Board and Selectmen will schedule a meeting sometime in June to jointly appoint this position.

Longmeadow Joint Study Committee

Both Wenham and Hamilton Annual Town Meeting approved a citizens petition in April to create a committee that is charged with studying the acquisition by purchase, eminent domain, or otherwise of all or a portion of parcels of land in Hamilton designated Lots A, B, C, and D as shown on a Plan of Land entitled Plan of Longmeadow Way dated October 15, 1980 and recorded in Essex Registry of Deeds at Plan Book 161, Plan 31 for school, recreational, and/or other municipal use and reporting their findings, recommendations, and proposed action, if any, to the 2018 Annual Town Meeting or such earlier town meeting as may be called to consider the issue.

At this time, the Selectmen are asking for residents who are interested in serving on this committee to submit a letter of interest by Thursday, June 1st to the Town Administrator's Office at Wenham Town Hall, 138 Main Street or via email to nroebuck@wenhamma.gov.

BOARD OF SELECTMEN MEETING

May 16, 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: May 16, 2017

Fire-based Ambulance Service

Last week, the Finance and Advisory Committee unanimously supported moving forward with a one-year pilot program for Basic Life Support ambulance service to be provided in-house with call firefighters who are trained as EMTs. This service is currently provided by Lyons Ambulance out of Danvers, who would likely continue to respond to medical emergencies that require Advanced Life Support staffing. This program would represent a major operational change for the department and will be reviewed by the Selectmen in great detail in the near future. The consensus of our discussion last week acknowledged the potential financial benefits of taking on this medical transport work but also recognized that life safety was the top priority in evaluating the feasibility of making this change.

Town Hall participation in Wenham Day 2017

This year's Wenham Day will be held on Saturday August 26 (the rain date is August 27). As a part of our upcoming 375th celebrations and ongoing citizen engagement efforts, we will be opening up the first floor of Town Hall this year. We anticipate representation from several committees and boards, the Town Clerk's office, and the Town Administrator's office. Wenham's public safety officials will continue their annual outreach at the Police and Fire Stations. We hope to encourage residents to join us in Town Hall to learn more about the work of our boards and committees, and to meet Town Hall staff and elected officials. We will provide more information on our activities as Wenham Day approaches.

Measure and List Project Update

The Town has contracted with Bob Brindle to complete the final phase of the measure and list project approved by Town Meeting this year at a cost not to exceed \$22k from released overlay reserves. We advertised the solicitation with the statewide assessors association and specifically solicited quotes from three vendors. Having already completed the first two phases of this project, Mr. Brindle was the only bid that was submitted. To date, the earlier phases of this project have already captured over \$50k in new growth, and we expect similar results from this next phase. Work will start up again next Monday, May 22. As we did last year, we will put an announcement up on the homepage of the Town website that is

updated on a regular basis as a way to get word out to the residents about his ongoing assessment work around town this coming summer.

Veterans Memorial Pool Ribbon Cutting

The pool at Patton Park is set to open for the season on Saturday June 10. A ribbon cutting ceremony is scheduled to take place on Sunday June 4 at 12:30PM, and the pool will be open that afternoon from 1-6PM to residents who have already purchased pool passes for the season. More information about the pool, including hours of operation and membership rates, can be found at

http://www.hamiltonma.gov/Pages/HamiltonMA_Recreation/spring%20summer%2020217.pdf

Clerk's Showcase of Local Officials

Thanks to Town Clerk Dianne Bucco for putting together this open house event last Monday. Working with a number of other North Shore clerks, there was great turnout from many local officials and staff (especially from Wenham) who were available to meet with residents and answer their questions. It is important that we continue to try to reach out in a variety of different ways and I want to recognize Dianne's continued efforts to engage with our residents.

BOARD OF SELECTMEN MEETING

May 16, 2017

NEW BUSINESS

A.

Appointments

➤ Tree Warden

- Draft Tree Warden Position Acceptance Letter
- Tree Warden Job Description
- Letter of Interest from Winslow Mulry
- Letter of Interest from Pierre Erhard
- Draft Motion: 3 Year Appointment Term



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

Board of Selectmen / Town Administrator

TEL 978-468-5520 ext. 2

FAX 978-468-8014

May 17, 2017

RE: Tree Warden Position

Dear XXXX,

Thank you for your years of service to the Town as Tree Warden and for your continued interest in serving in this capacity now that the position is appointed by the Board of Selectmen. Effective May 17, 2017, you have been appointed to a 3-year term through June 30, 2020. Your annual stipend in FY18 will be \$1627.00, with future salary adjustments dependent upon performance reviews and subject to the annual budget process.

As the Tree Warden, you will report to the Director of Public Works. As a part-time employee, you are subject to the Town's Personnel Policies as outlined in the Employee Handbook. The attached job description delineates the duties and responsibilities of this position.

Please sign this letter and return it to my office as soon as possible to confirm that you agree to these terms of employment. I look forward to a continued successful working relationship.

Sincerely,

Peter Lombardi
Town Administrator

I accept the terms of this letter of employment.

XXXX XXXXX

Date

**TREE WARDEN
TOWN OF WENHAM, MA**

DEFINITION

This part-time appointed position is responsible for overseeing the care and control of all public shade trees, shrubs and growths in the Town, including those along the public right-of-way pursuant to any applicable provisions of state or local law. The Tree Warden reports to the Director of Public Works.

ESSENTIAL FUNCTIONS

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Enforces all the provisions of law to preserve public shade trees, shrubs, and growths on the streets, in parks, schoolyards, and town forests.
- Authorizes planting of trees on Town's public ways.
- Develops and implements the maintenance program for trees; investigates customer complaints.
- Identifies trees and problem situations in need of attention and consults with DPW Director to determine appropriate methods and techniques for completing job.
- Performs and/or coordinates: necessary trimming and pruning to eliminate hazards and preserve beauty of the trees on streets or other public property; spraying and disinfecting trees for insects, pests and fungi diseases; cutting off dead or dangerous limbs; removing overhanging branches; cleaning and filling cavities in trees.
- Consults with the Director of Public Works on developing annual budget and determining necessity of all expenditures.
- Maintains records and monitors expenditures for tree removal, pesticide application and other forestry operations, working within approved budget limits.
- Provides commentary/plan review to the Planning Coordinator on Conservation, Planning, and Zoning projects, as necessary.
- Working with the DPW Director, Town Administrator, and others, responsible for developing a comprehensive tree inventory program and corresponding planting plan, including identifying potential grant opportunities or alternative funding sources and coordinating local volunteer efforts.
- Performs similar or related work as required.

SUPERVISION RECEIVED

Under general supervision by the Director of Public Works, the employee is familiar with the

work routine and uses initiative in carrying out recurring assignments independently. The supervisor provides additional, specific instruction for new, difficult or unusual assignments, as well as those with financial implications, including suggested work methods. The employee refers unusual situations to the supervisor for advice and further instructions.

The Tree Warden and DPW Director will come to consensus on what trees need to be removed at the start of each fiscal year and leave some reasonable contingency for issues that arise throughout the course of the year from storm damage or other unanticipated circumstances. Taking the Tree Warden's opinion into account, decisions to remove trees will ultimately be made by the DPW Director based, in part, on the availability of funds.

ACCOUNTABILITY

Errors could result in environmental damage, personal injury, danger to public health and safety, and adverse public relations. Most actions are reviewed before serious problems could result. Consequences of errors, missed deadlines or poor judgment may include time loss caused by back checking by others and slowdowns in the processing of the work.

JUDGMENT

The work is well defined or has detailed rules, instructions and procedures. Judgment involves choosing the appropriate practices, procedures, regulations or guidelines to apply in each case.

COMPLEXITY

The work consists of simple, routine or repetitive tasks and/or operations with few variations in well-known or established procedures.

NATURE AND PURPOSE OF CONTACTS

Relationships are primarily with co-workers incidental to the purpose of the work and involve giving and receiving factual information about the work. Ordinary courtesy and tact are required. Contact with the public may be required on an occasional basis.

EDUCATION AND EXPERIENCE

High school diploma, some college education in forestry or arboriculture; three (3) years of experience, including one year supervisory experience in arbor care; or any equivalent combination of education and experience. Massachusetts Certified arborist preferred.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: Knowledge of how to plant, maintain, and remove trees. Knowledge of trees, shrubs, and growths appropriate to different environments in Town.

Abilities: Ability to assess whether and when trees pose potential or actual hazard to public safety; ability to identify appropriate planting sites. Ability to develop, review, and execute planting plans.

Skills: Communication skills for interacting with public and department heads. Ability to collaborate with Director of Public Works and other public officials on budgeting and long term projects.

WORK ENVIRONMENT

Working conditions involve occasional exposure to elements found in the field, such as work sites, walking property or rough terrain to inspect, construction sites, etc. Incumbent may be required to work beyond normal business hours.

PHYSICAL, MOTOR, AND VISUAL SKILLS

Physical Skills

Work requires moderate intermittent physical strength and effort daily, such as lifting heavy objects, carrying the object(s) and stacking them or moving them. In addition, pulling, pushing, standing or walking for the full work day may also be involved. A great deal of physical effort must be exerted at this level. The employee is frequently required to stand, walk, sit, speak and hear, reach with hands and arms, use hands to operate equipment, stoop and bend; must be able to access all areas of a wetland or a construction site.

Motor Skills

Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination.

Visual Skills

Visual demands require routinely reading documents for general understanding and analytical purposes, ability to read maps, and ability to observe conditions of trees in public ways and assess dangers to public safety.

Nicole Roebuck

From: winslow mulry <winslowmulry@yahoo.com>
Sent: Friday, March 24, 2017 7:59 AM
To: Nicole Roebuck
Subject: Letter of Interest

To Those Interested Parties,

I am submitting this Letter of Interest for the three (3) year position of appointed Tree Warden. Currently I am the Tree Warden and have acted in that capacity for a number of years. I am also a Massachusetts Certified Arborist, Massachusetts Certified Horticulturalist, Massachusetts Licensed Pesticide Applicator, Certified to perform Mauget Injections, an Accredited Organic Land Care Professional, a Graduate of both Green School and Advanced Green School-UMass Amherst, Master Gardener- Mass Horticultural Society and a Certified Land Manager- UMass Amherst. I have been working in the Green Industry for almost 30 years, helping to run my family's landscape construction and maintenance company. Please feel free to contact me with any questions.

Sincerely,

Winslow E. Mulry

Sent from my iPad

PIERRE B ERHARD MCA
Po Box 25
Wenham, Ma 01984

4/10/2017

Dear Wenham Board of Selectmen. I am writing this letter to express my interest in the now appointed tree warden's position. I believe my experience qualifies me as the person you need to accomplish the goals you have set to care for our trees, which are one of Wenham's most valuable and irreplaceable assets. Trees increase property values and they should be proactively managed.

My qualifications include my certification, my experience, my record of serving this town, and other institutions that require implementing proactive tree plans within a strict budget. I was elected seven consecutive terms in Wenham, including three when I was opposed. I have designed and implemented proactive tree care plans for Myopia Hunt Club, Kernwood Country Club, Gordon College, The Maples, the town of Hamilton, and the town of Wenham, not to mention countless residential accounts for over forty years. In all these capacities, I have served strictly as an arborist, not a landscaper.

During my time serving as Wenham's tree warden, I put several plans together and also strongly advocated changing the tree warden's post to an appointed position instead of an elected one. I believe it takes more than one year to create a strong management program. Programs such as Tree City USA require towns to have a program in place before they grant funds. Mass. Tree Warden's Association, International

Society of Arboriculture, and Mass Arborist's Association, are all working with towns who have well managed tree programs. These programs need to be in place before towns are considered. This takes time and is critical to proactive tree care.

I am now moving into a part in my career where I have much more time to allocate towards serving as Wenham's tree warden. Now my own work hours are very flexible, and even though I currently reside in Essex, I can be available as much as needed. I appreciate Bill Tyack's work load and am able to accommodate his schedule to form a consensus on removals. I have worked with all the local tree companies and know the owners well, so getting bids for blocks of work to be bid on will be routine for me.

Board of Selectmen, I am ready, willing and able to work with DPW, and whatever budget is in place to maximize the care we give to our trees, insuring the highest property values possible that residents of Wenham have enjoyed for generations. I thank you for your consideration.

PIERRE B. ERHARD II MCA

Po Box 25

Wenham, Ma. 01984

EXPERIENCE

ARBORIST: Mass Certified #1844

Pierre B Erhard Arborist 1985- Present

Services Provided:

- Pruning for tree health and safety
- Soil analysis and amending
- Diagnosing hazardous trees for residential and municipal applications
- Cabling and bracing to increase support and safety.
- Tree removal
- Tree management consultant for residential and commercial properties, municipal, and management companies.

Expertise in:

- Creating proactive tree care for small or large scale applications, including selecting and caring for heritage trees.
- Working with architects to help save trees when planning for a site
- Keeping current with the latest developments in plant pathology, care techniques, operational safety standards, and industry goals/direction.

Management Qualities:

- Ability to start and operate a tree care company/program
- Excellent communicator; work well with all types of people.
- Strong in analyzing project needs and goals, strategizing and organizing work project

- Experience in making decisions.
- Elected Wenham Tree Warden for six consecutive years (2006-2011). As Warden gained experience working with budgets, politics, and people.

1983-1985 S&S Tree Service, Beverly Farms, Ma.
1978-1983 Amalia Tree Surgeons, Manchester, Ma.
1976-1978 Derosa Landscape, Rockport, Ma.
1974-1976 Dodge Tree Service, Wenham, Ma.

EDUCATION

1990-1991 Essex Agricultural & Technical Institute, Danvers, Ma.
Courses in Arboriculture: Seminars given by Mass Tree Warden's and Forester's Association, International Society of Arboriculture, Dr. Alex Shigo, and Francis Homes

TOWN OFFICE

Wenham Tree Warden 2007- present

MEMBERSHIPS

Mass. Arborists Assoc., Mass. Tree Warden's, ISA.

BOARD OF SELECTMEN MEETING

May 16, 2017

DRAFT MOTION

Tree Warden Appointment

- Vote: I move to appoint _____ as Tree Warden for a three year term beginning on May 16, 2017 and ending on June 30, 2020.

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING

May 16, 2017

NEW BUSINESS

A.

Public Safety Appointments

Police Department:

Chief Thomas C. Perkins
Sergeant Johnathan B. Gray
Sergeant Michael Mscisz
Sergeant Christopher J. Machain
Detective Shane M. Kavanagh
Patrolman David T. Marsh
Patrolman Chad M. Labrie
Patrolman William J. Carney
Patrolman Michael J. Chandler
Administrative Assistant: Susan M. Hersee
Chaplain: Dean W. Pederson

Reserve Officers:

Robert C. Breaker
Michael F. Perry
Steven Farinato
John Freitas
Brain J. Pratt
Richard J. Sherry
Christopher T. Sanborn
Shawn T. Tinsley
Wesley S. Izidoro
Scott W. Wood
Mia Cefalo
David Farry
Lawrence Nestor
Stephen Lovely

Police Matrons:

Susan Hersee
Catherine Tinsley
Noelle Bowie-Pierce
Mia Cefalo

Animal Control Officer: Stephen Kavanagh

Animal Control Officer Indigenous: Stephen Kavanagh

Constables: Calvin M. Perkins, Paul Mendonca

Liquor Agent: Thomas C. Perkins

Emergency Management Director: Robert A. Blanchard

Emergency Management Deputy Director: Thomas C. Perkins

Fire Department:

Chief Robert A. Blanchard
Deputy Chief Stephen Kavanagh
Captain and Fire Prevention Officer Jeffrey Baxter
Captain Daniel Sullivan
Lieutenant Thomas Curran,
Lieutenant Gary Blaney
Lieutenant John Joyce
Lieutenant Christopher Jones
Lieutenant Jacob Kreyling
Senior Firefighter Michael Binns
Senior Firefighter William Jones, Firefighters

Firefighters:

Richard Bertone
Denzel Birth
Benjamin Blanchette
Jason Braley
Thomas Curran, Jr.
Robert Gallinelli
Mark Gates
Kevin MacDonald
Sean McCarthy
David T. Marsh
Leonard Tuneburg
William Wildes

Provisional Firefighters:

Erica Poitras
Ryan Skerrit

Chaplain: Reverend Michael Duda

Oil Burner Inspector: Jeffrey Baxter

Draft Motions

BOARD OF SELECTMEN MEETING

May 16, 2017

DRAFT MOTION

Wenham Police Department Appointments

- **Vote:** I move to appoint the Wenham Police Department, from the list below, for one (1) year terms beginning on July 1, 2017 and ending on June 30, 2018.

Chief Thomas C. Perkins
Sergeant Johnathan B. Gray
Sergeant Michael Mscisz
Sergeant Christopher J. Machain
Detective Shane M. Kavanagh
Patrolman David T. Marsh
Patrolman Chad M. Labrie
Patrolman William J. Carney
Patrolman Michael J. Chandler

Administrative Assistant: Susan M. Hersee

Chaplain: Dean W. Pederson

Reserve Officers:

Robert C. Breaker
Michael F. Perry
Steven Farinato
John Freitas
Brain J. Pratt
Richard J. Sherry
Christopher T.
Sanborn
Shawn T. Tinsley
Wesley S. Izidoro
Scott W. Wood
Mia Cefalo
David Farry
Lawrence Nestor
Stephen Lovely

Police Matrons:

Susan Hersee
Catherine Tinsley
Noelle Bowie-Pierce
Mia Cefalo

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING

May 16, 2017

DRAFT MOTION

Animal Control Officer & Animal Control, Indigenous
Appointment

- Vote: I move to appoint Stephen Kavanagh as Animal Control Officer and Animal Control, Indigenous for one (1) year terms beginning on July 1, 2017 and ending on June 30, 2018.

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING

May 16, 2017

DRAFT MOTIONS

Constable Appointments

- Vote: I move to appoint Calvin M. Perkins as Constable for a one (1) year term beginning on July 1, 2017 and ending on June 30, 2018.

Seconded / Discussion/ Vote

- Vote: I move to appoint Paul Mendonca as Constable for a one (1) year term beginning on July 1, 2017 and ending on June 30, 2018.

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING

May 16, 2017

MOTION

Liquor Agent Appointment

- Vote: I move to appoint Thomas C. Perkins as Liquor Agent for a one (1) year term beginning on July 1, 2017 and ending on June 30, 2018.

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING

May 16, 2017

DRAFT MOTION

Emergency Management Director Appointment

Robert A. Blanchard

- Vote: I move to appoint Robert A. Blanchard as Emergency Management Director for a one (1) year term beginning on July 1, 2017 and ending on June 30, 2018.

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING

May 16, 2017

DRAFT MOTION

Emergency Management Deputy Director
Appointment

Thomas C. Perkins

- Vote: I move to appoint Thomas Perkins as Emergency Management Deputy Director for a one (1) year term beginning on July 1, 2017 and ending on June 30, 2018.

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING

May 16, 2017

DRAFT MOTION

Wenham Fire Department Appointments

- **Vote:** I move to appoint the Wenham Fire Department, from the list below, for one (1) year terms beginning on July 1, 2017 and ending on June 30, 2018.

Chief Robert A. Blanchard
Deputy Chief Stephen Kavanagh
Captain and Fire Prevention Officer Jeffrey Baxter
Captain Daniel Sullivan
Lieutenant Thomas Curran,
Lieutenant Gary Blaney
Lieutenant John Joyce
Lieutenant Christopher Jones
Lieutenant Jacob Kreyling
Senior Firefighter Michael Binns
Senior Firefighter William Jones

Firefighters:
Richard Bertone
Denzel Birth
Benjamin Blanchette
Jason Braley
Thomas Curran, Jr.
Robert Gallinelli
Mark Gates
Kevin MacDonald
Sean McCarthy
David T. Marsh
Leonard Tuneburg
William Wildes

Provisional Firefighters:
Erica Poitras
Ryan Skerrit
Chaplain: Reverend Michael Duda
Oil Burner Inspector: Jeffrey Baxter

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING

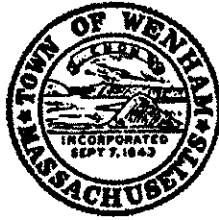
May 16, 2017

NEW BUSINESS

B.

Donation of Pingree Park Playground Funds

- Gift and Donation Form from Pingree Park Playground Committee for \$64,000
- Gift and Donation Form from Essex County Community Foundation for \$1,000
- Quote for Pingree Park Custom Playground from Mark Gallagher, Vice President, New England Recreation Group to Sean Timmons, Recreation Director and Lisa Fall, Pingree Park Playground Committee Chair, May 7, 2017
- Email regarding updated playground quote from Sean Timmons, Recreation Director to Peter Lombardi, Town Administrator, May 8, 2017
- Playground Site Illustration and Reference Photos provided by New England Recreation Group
- Draft Motion



**TOWN OF WENHAM
GIFT/DONATION ACCEPTANCE FORM**

TO: Town Administrator

CC: Town Accountant

FROM: Pingree Park Playground Committee
Name of Officer, Department, Board or Committee

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.

<u>Pingree Park Playground Committee</u>	<u>\$64,000</u>
Name of Party Offering Gift	Amount of the Gift

Pingree Park Playground Project
Purpose for which Gift has been Offered

Project costs to rebuild the playground at Pingree Park
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.



TOWN OF WENHAM
GIFT/DONATION ACCEPTANCE FORM

TO: Town Administrator

CC: Town Accountant

FROM: Pingree Park Playground Committee
Name of Officer, Department, Board or Committee

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.

<u>Essex County Community Foundation</u>	<u>\$1,000</u>
Name of Party Offering Gift	Amount of the Gift

Pingree Park Playground Project
Purpose for which Gift has been Offered

Project costs to rebuild the playground at Pingree Park
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.



May 15, 2017

Sean Timmons, Recreation Director
Lisa Fall- Pingree Park Committee
Town of Wenham
138 Main Street
Wenham, MA 01984

RE: Pingree Park-Custom NERG/Themed Concepts Playground

Dear Sean and Lisa:

Please find the following quote from New England Recreation Group for the Pingree Park Playground Project in Hamilton. This quote includes the itemized play structures and components per Themed Concepts Design Drawing Layout 16-275- 4.2 dated April 11, 2017. Pricing is per State of MA Contract for standard units however several structures are custom designs without standard or contract pricing.

1. Includes GFRC PH-112, set of 3 Stepper Acorn Pods- 8", 16" and 24" tall - \$1,271.00
2. Includes GFRC CUSTOM-1, (1) Hollowed Out Log on Rock Climber-4'W x10'L x5' H.- \$ 8,999.00
3. Includes GFRC PH-114, set of 3 Pine Cone Steppers-8", 16" and 24" H- \$ 1,412.00
4. Includes GFRC IP-116, (1) Fallen Log - \$ 2,985.00
5. Includes GFRC PS-114, (1) CUSTOM Climbing Tree Tower-tree house with 4' right turn slide- Custom- \$24,150.00
6. Includes GFRC CR-317, (1) CUSTOM Cypress Canyon-6' Cypress Canyon Tree Climber w/tunnel (no foliage top) and one rock climber linked together with spider web net cable core net- \$ 21,950.00
7. Includes GFRC (1) CUSTOM Forest Tree Tower System-consists of tree bark posts supporting composite wood deck and railings, rooftop shade structure built of composite wood, sloped composite wood bridge, cable core net climber from ground level to 8'deck, 4' ADA transfer stairs, sliced chip climber to 64" deck, built in climber on one of the tree posts to access 48" deck, Pine Peek Climber to access 56" deck, fireman's pole off of 72" deck, telescope panel, steady ladder from ground to 96" deck, one 64" double slide, One 8" straight side, and one Bald Eagle topper- \$ 56,500.00
8. Includes GFRC CC, Choice of (8) Critters and Crawlers to be placed on GFRC items listed above.
9. Includes (1) Play and Park Structures Double Tire Swing #76567&67652: \$ 3,429.00

P.O. Box 1503
Westboro, MA 01581

P.O. Box 1050
Tolland, CT 06084

800.861.1209
508.393.1963
F 508.393.1927
www.nerecgroup.com
nerg@nerecgroup.com

Scope of Work/Equipment:

- Listing per above items #1- #9: \$ 120,695.00
State Contract Discount: \$ (- 6,035.00)
Freight: MA 01984: \$ 8,840.00

TOTAL: \$ 123,500.00 Delivered Equipment only

- Engineered Wood Fiber (EWF) Safety Surfacing: approx. 240 cy - Total- \$ 6,391.00 Delivered
- Technical Supervisor: 1 person/per day: \$1,200.00 per day.
- Technical Supervisor is available on a first come availability according to schedule at time of order receipt.

Exclusions:

- Does not include machinery/equipment for customer offload (minimum 10,000 lbs. load capacity machine required for equipment offload from open flatbed truck).
- Does not include any applicable tax, assembly, installation, concrete slab/pad/footing foundations or anchoring materials.
- Does not include Site Preparation, Dig Safe Clearance, Permits or Stamped Engineered drawings (available upon request).

Terms:

- Per State Contract invoice for payment due upon receipt of play equipment

Delivery

- Delivery at this time is approximately 10 weeks ARO and may be subject to change without notice between May and September.
- Please include the following information with your Purchase Order or Letter of Intent to Purchase:
 - Address PO/Deposit to "New England Recreation Group- attn.: Mark Gallagher
203 Southwest Cutoff, Northboro, MA 01532"
 - Delivery Address with Contact Name & Phone # to schedule delivery and customer offload
 - Billing Address with Contact Name & Phone # (see Terms above for invoicing info)
 - Signed and dated copies of your quote and design drawings (2D and 3D)
 - Tax Exempt #
 - Any special instructions such as preferred delivery time frame, etc.
 - Any applicable Equipment or Material and Color choices

Should you have any questions please do not hesitate to contact our office at 508-393-1963.

We appreciate your consideration and thank you for the opportunity to assist you with your project.

Sincerely yours,

Mark Gallagher,

Mark Gallagher

Vice President

Peter Lombardi

From: Sean Timmons <stimmons@hamiltonma.gov>
Sent: Monday, May 08, 2017 8:38 AM
To: Peter Lombardi
Subject: FW: Pingree Park-Hamilton MA- updated quote
Attachments: Hamilton Town of-Pingree Park Quote with terms 04-13-17 (3).doc

Peter,

Attached is the most updated quote, it includes the pricing of the safety surfacing.

If you include the cost of the equipment, safety surfacing, and 3 days of the supervisor (generous assumption), the total cost comes to \$134,950.

Less the 65k from CPC and 5K from revolving fund we would be looking for the committee to gift ~65k

Is there a standard form that I can get out to NERG for review and signature from the Town? I think the group might make the 5/11 deadline, I know that got a bunch of donations over the weekend.

Sean

Sean Timmons, CPRP
Hamilton-Wenham Recreation Director
16 Union St.
Hamilton, MA 01982
stimmons@hamiltonma.gov
978-468-2178

<http://www.hwrecreation.com/>

["Like" us on Facebook](#)

From: Mark Gallagher [<mailto:Mark@nerecgroup.com>]
Sent: Saturday, May 06, 2017 2:38 PM
To: Sean Timmons
Cc: lfall@boxoptions.com
Subject: Pingree Park-Hamilton MA- updated quote

Lisa and Sean

Please see the attached updated Project Proposal from New England Recreation Group for the Pingree Park Project in Hamilton/Wenham.

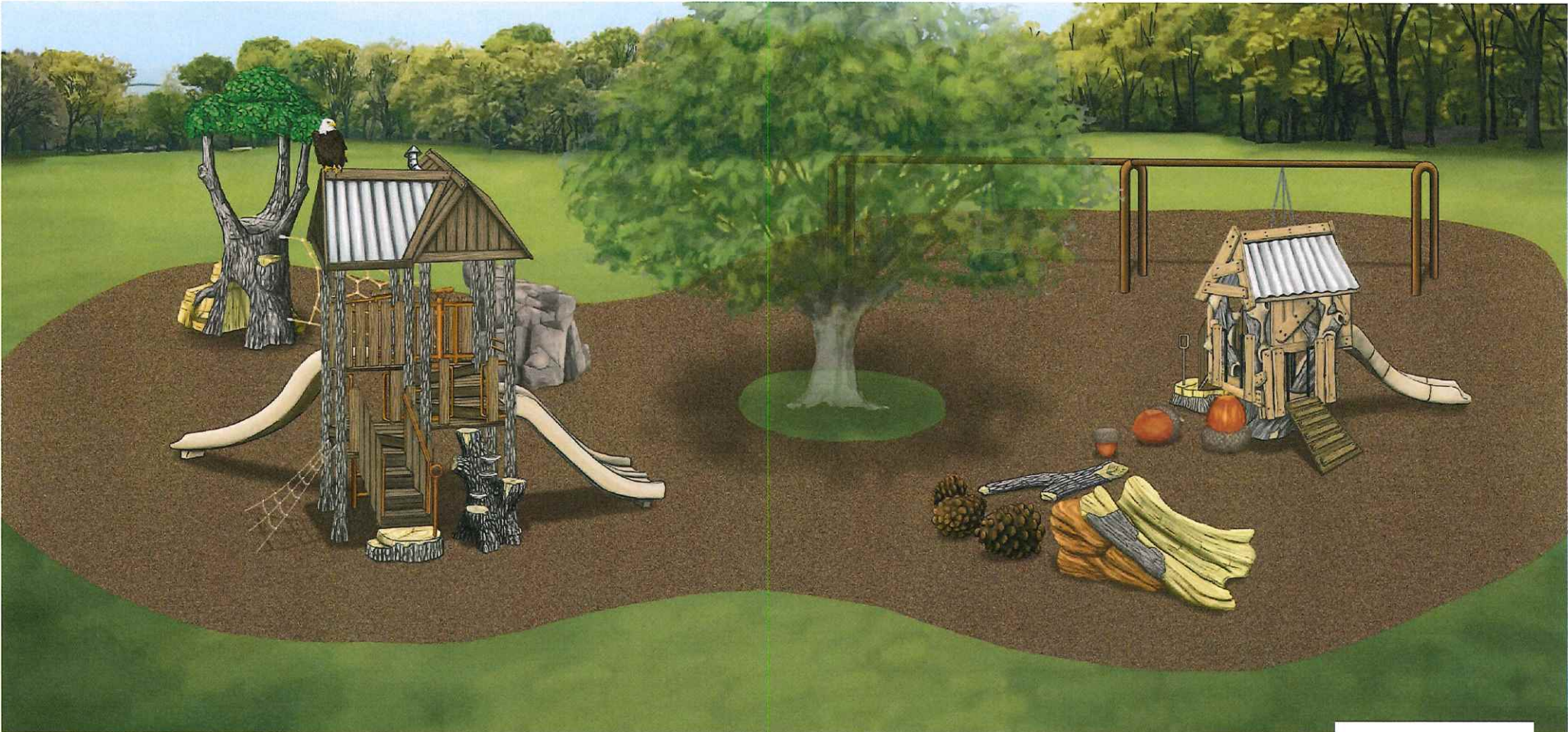
Should you have any questions or need additional information please feel free to contact me.

I look forward to assisting you and thank you once again for your consideration.

Best regards,

Mark Gallagher
New England Recreation Group

Site Illustration - Option 1



themed CONCEPTS
Setting the standard in custom environments since 1971
888-778-1784 themedconcepts.com

Project Name: Pingree Park

Project No: 16-275

Rep/Dealership: New England Recreation Group

Items Shown:

Ages: 2-5 & 5-12yrs Max Fall Ht: 96"

Min Use Zone: 82' x 61'



Reference Photos



BOARD OF SELECTMEN MEETING

May 16, 2017

DRAFT MOTION

Donation of Pingree Park Playground Committee Funds and Approval of Contract with New England Recreation Group

- Vote: I move the Board of Selectmen accept the donation of \$64,000 from the Pingree Park Playground Committee and \$1,000 from the Essex County Community Fund for replacement of the Pingree Park Playground and approve the contract, not to exceed \$134,950, with New England Recreation Group.

Seconded / Discussion/ Vote

BOARD OF SELECTMEN MEETING

May 16, 2017

NEW BUSINESS

C.

The Food Project

J. Harrison, Executive Director

Ben Zoba and Miriam Stason, Wenham Farmers

- Background on the The Food Project, Inc.
- Lease Agreement between the Town through the Conservation Commission and The Food Project Inc., April 1, 2014 - November 15, 2018
- Initial Proposal Letter to the Conservation Commission from The Food Project, Inc., March 21, 2014
- In Trust Agreement between the Town and James R. Reynolds and Elizabeth A. Reynolds for 24.88 acres, December 16, 1974

Background on The Food Project:

The Food Project is a 26-year-old nationally recognized non-profit organization that works at the intersection of youth, food, and community. Our mission is to create a thoughtful and productive community of youth and adults from diverse backgrounds who work together to build a sustainable food system.

The Food Project was founded in 1991 with a simple invocation from Ward Cheney, “For love of land and people, for the good of the community.” Behind this invocation is a belief in the fundamental value of all people, of the land, and of work in service of the greater good. To this end, the organization hires young people across the divides of class and race from the city and suburbs to do meaningful work on the farm together, with the goals of developing youth leaders, and promoting social justice through personal transformation.

Since its founding, The Food Project has grown from a single two-acre farm in Lincoln, MA to an organization that maintains 70 acres of urban and suburban farmland throughout Greater Boston and the North Shore, and employs 120 young people annually. As we enter our fourth season at the 34-acre Reynolds Farm (which is leased to The Food Project by the Wenham Conservation Commission), our organic approach to rebuilding and caring for the soil through cover cropping and adding compost has enabled us to patiently increase yields each year – significantly bolstering our food access initiatives on the North Shore. Additionally, The Food Project has invested in the infrastructure required to cultivate larger plots efficiently and sustainably, adding a water-efficient irrigation system, farm equipment, and tents to house youth programming on the farm.

In 2014, our first season on the farm, we were able to cultivate just a one-acre plot. During this coming season, we will be planting more than eight-acres in vegetable crops. With more produce, The Food Project will be able to better serve the needs of the communities on the North Shore by providing more food to area hunger relief organizations and SNAP-accessible farmers markets.

As we develop our food production and distribution network on the North Shore, the Reynolds Farm will be our primary farm in the region, helping us build a food system that works for everyone. We are thankful for our partnership with the Wenham Conservation Commission and the Town of Wenham, and for your support of our vision of a world where youth are active leaders, diverse communities feel connected to the land and each other, and everyone has access to fresh, high-quality food.

FARMLAND LEASE AGREEMENT

By this Farmland Lease Agreement, the Town of Wenham, by and through its Conservation Commission (the "Commission") agrees to lease the following parcel(s) to

James Harrison, North Shore Regional Director of The Food Project Inc, 120 Munroe Street, Lynn MA 01901

<u>Parcel</u>	<u>Tillable Acres</u>	<u>Rate</u>	
I. Assessor's Map 20, Lot 1 (24.88 acres total)	15 acres	\$60 / acre	\$900/ yr
II. Assessor's Map20, Lot 11 (8.98 acres total)	2.8 acres	\$60 / acre	\$168/ yr

1. The term of this Lease Agreement shall be from **April 1, 2014 through November 15, 2018.**
2. Tenant shall notify the Commission, on or before April 30, 2018 of his/her desire (or lack of desire) to renew the lease on the farmland for another term.
3. Tenant can alter or adjust uses and crops included in the proposal subject to the Commission's approval, such approval not to be unreasonably denied.
4. Rents are payable, at the rates set forth above, on October 31st after each growing season to which this Lease Agreement applies. Failure to pay the current year's rent, in full, by November 30th of that same year, shall constitute cause for termination of this Agreement at the Commission's sole option.
5. Tenant agrees that he/she shall actually farm the leased land in the crop or use identified herein (or agreed upon pursuant to paragraph 2). Failure to do so shall not excuse Tenant from his/her other obligations hereunder, but shall be cause for termination of the Agreement at the sole option of the Commission.
6. Tenant agrees to have in force for the term of the lease the following policies of insurance:
 - a. Worker's compensation and other benefits required under M.G.L. Chapter 152 and M.G.L. Chapter 149, section 34A.
 - b. Employer's liability with a limit of at least \$250,000 for each accident.
 - c. Comprehensive general liability and automotive liability; General liability shall include personal injury and broad form property damage coverage. Automotive liability shall include coverage for owner, non-owned, and hired vehicles. Combined single limits for comprehensive general liability and automotive liability shall be at least: \$1,000,000 for each person; and \$1,000,000 for each occurrence.

The Town is to be named as additional insured on all policies. Certificates of insurance shall be submitted to the Commission simultaneously with execution of the lease, and annually thereafter. The Commission must be notified of any cancellations of coverage at least one month prior to such cancellation. Failure to provide and maintain suitable insurance coverage as described herein shall constitute a cause for termination of this Agreement at the Commission's sole option.

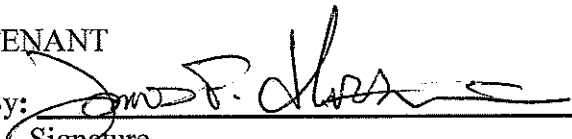
7. a. Tenant agrees to abide by the Commission's Farmland Rental Policy (Exhibit A attached), and all reasonable amendments thereto and such other applicable policies, rules, and regulations as the Commission may promulgate. Tenant's failure to abide by such policies, rules, and regulations shall constitute cause for termination of this Agreement at the Commission's sole option.

b. Without limitation, Tenant's attention is particularly directed to his/her obligations; to use pesticides in accordance with M. G.L., Chapter 132B, the Massachusetts Pesticide Control Act, and all regulations promulgated there under in the Code of Massachusetts Regulations; to use pesticides and fertilizers according to the manufacturer's instructions; to maintain soil pH; and to engage in regular soils testing.

8. This Agreement is cancelable at the option of the Tenant as of November 15 of any year during the lease term, upon notice actually received by the Commission by the preceding August 1.

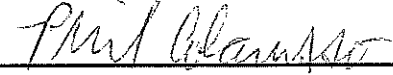
9. This Agreement is non-delegable and non-assignable.

TENANT

By: 
Signature

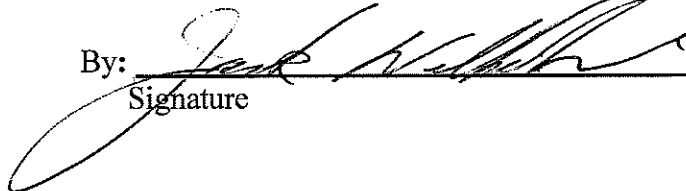
Date: 3/27/2014

WENHAM CONSERVATION COMMISSION

By: 
Signature

Date: 3/27/2014

WENHAM BOARD OF SELECTMEN

By: 
Signature

Date: 4-15-14

EXHIBIT A

**FARMLAND RENTAL POLICY
of the
WENHAM CONSERVATION COMMISSION**

This Farmland Rental Policy was adopted by the Wenham Conservation Commission (the "Commission") in open session at its regular meeting held on October 13, 1998 and amended at its regular meetings held on March 22, 2004, November 24, 2008. And February 23, 2014.

I: General Statement of Policy

A. It is the policy of the Commission, acting on behalf of the Town of Wenham, that Town-owned conservation land which has traditionally been in agricultural, horticultural, or silvicultural use or in pastuage (collectively, "agricultural" use) shall continue in agricultural use, and shall be managed and farmed capably and responsibly.

B. By its policies, rules, and regulations, and lease terms applicable to the rental of Town-owned farmland, the Commission wishes to ensure that the following general policy goals are achieved:

1. Rental of Town-owned farmland should be affordable to the working farmer, whether for-profit or not-for-profit, at rates which will encourage responsible use of, and investment in, Town-owned lands. While farmland rentals are and will continue to be a revenue source for the Town, it is not the Commission's primary goal to maximize the short-term dollar return from farmland rentals, at the expense of the other policy goals expressed herein.
2. The Town-owned conservation land at Assessor's Map 20, Lots 1 and 11, was given to the Town with the provision that it "shall be used only for the purpose of protecting the natural resources and the watershed resources of the Town". It is the policy of the Commission that Town farmland should be farmed and cared for in accordance with responsible agricultural practices, and in conformity with this Policy and such other policies, rules, and regulations, and lease terms as the Commission may from time to time prescribe and which are consistent with protection of natural resources and water resources.
3. Where possible, consistent with other goals expressed herein, the Commission wishes to promote stability in the use and management of the Town's farmlands. Experience suggests that the farmer who is, in effect, a long-term partner in the management of a piece of Town farmland will care for it more responsibly than one who has only a short-term interest or investment in the health of that piece. Therefore, when choosing among rental proposals, the Commission considers favorably the fact that a proposed tenant is currently farming the land to be leased, provided that tenant's farming practices are otherwise in accordance with this and other applicable policies of the Commission.

EXHIBIT A

II. Rules of Governing the Use of the Town-owned Farmland

A. All tenants under Lease Agreements pertaining to agricultural land owned by the Town of Wenham shall be subject to this policy and to all other policies governing the use of such land.

B. Tenants are responsible for the proper nourishment and maintenance of the soils on any lands they lease. To that end, tenants shall:

1. Maintain proper pH for the crop(s) grown;
2. Obtain annual soil tests to determine fertilizer requirements for the crops planned, and use appropriate fertilizer only in accordance with the manufacturer's instructions or (in the case of organic fertilizers) with sound farming practices;
3. Plant cover crops, no later than October 15 (or within three (3) weeks of harvest) of each growing season for which the tenant leases farmland;
4. Use only those pesticides permitted by M.G.L., Chapter 132B, and only for the uses in the manner prescribed by the manufacturer.

C. Tenants shall use all economically and mechanically reasonable means to prevent erosion on leased lands, including but not limited to:

1. Plowing across the slope of the land;
2. Planting a winter cover crop and leaving crop residue from previous growing season as mulch, unless crop residue is infested with pests or diseases or other conditions which may significantly damage the following years' crop;
3. Maintaining earthen berms at the lower edge of slopes to slow and/or contain runoff
4. Planting and maintaining grass strips 10 to 15 feet wide at the lower edges of all field to serve as a plow turn-around area and as a vegetated filter which will reduce sediment and chemical runoff into adjacent areas. Fertilizer and pesticides shall not be directly applied within the grass strip;
5. Planting and maintaining grassed waterways to slow and filter runoff. Waterways shall be 20 to 25 feet wide along the streams/drainage swales which traverse the site and discharge into adjacent wetland resource areas. Any sediment which accumulates in these waterways shall be periodically removed to prevent flooding and maintain proper functioning of the waterway. Fertilizer and pesticides shall not be directly applied within the grassed waterways;

EXHIBIT A

6. Maintaining field edges to prevent encroachment of brush upon agricultural land.
- D. Tenants shall keep land free from litter, including without limitation, containers and packaging for agricultural products, and free of farm equipment when not in use.
- E. Tenants shall keep peripheral trails free of furrows, agricultural products, and wastes, and stones. Peripheral trails shall be maintained by the Commission and at their sole discretion unless otherwise agreed between the Commission and the tenant.
- F. Tenant may remove stones from leased lands in accordance with sound agricultural practices and shall place them in stone dumps designated by the Commission.
- G. The Commission may issue for compliance in a reasonable time directives to tenants of Town-owned farmland, not expressly set forth herein, where necessary in the Commission's judgment to promote the goals of this Policy.
- H. Tenant shall become familiar with the location of the gas pipeline located on the property and take all necessary precautions to prevent any damage to the line. Tenant shall cooperate fully with Tennessee Gas Pipeline as required.

III. General

This Policy may be amended from time to time by the Commission acting in open session.

March 21, 2014

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

Dear Members of the Commission:

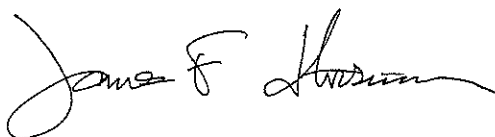
It is with great interest that I submit the following proposal for your consideration. While this application is for both Lot 1 and Lot 11 on the Town of Wenham Assessor's Map 20, we hope the Conservation Commission will also consider a lease of just Lot 11 if both are not available at this time. We believe The Food Project will bring significant value to this land and to the Wenham community at large and we hope to expand our programs to the Wenham Community.

The Food Project got its start in 1991 when Ward Cheney, a white farmer in Lincoln partnered with his friend Allen Callahan, an African-American minister from Boston, to create a program that would foster youth development through sustainable agriculture. They believed this work could address several pressing societal problems at once: helping local teenagers grow as individuals and responsible citizens, providing communities with good food grown with care close to home, and bridging the divides that separate us from one another and from the natural processes upon which we depend. Today we employ 125 youth from across eastern Massachusetts (including Wenham and Hamilton) and grow more than 250,000 lbs. of fresh healthy food on 40 acres.

Since launching our programs on the North Shore in 2005, have partnered with The Trustees of Reservations at Appleton, Long Hill and Moraine Farms for 10 years, while maintaining our stewardship of 31 acres of town-owned land in Lincoln for 17 years. We have a strong track record of caring for conserved land. The competing priorities of production and land stewardship are difficult to balance on any farm, and we have worked hard to put farm management plans and systems in place on all our farms which attend to both the long term needs of the land (soil fertility, weed management, wildlife conservation, watershed protection, etc.) and our own need to generate enough revenue and food to support our extensive operations.

While not explicitly the charge of the Conservation Commission, we hope you will consider our mission of connecting youth and volunteers to our farms and local agriculture as an important community asset that The Food Project would bring to Wenham. The Food Project has been a valued and trusted part of the Lincoln community for nearly 20 years, and we believe that TFP would be a tremendous asset for Wenham as well.

Many, many thanks and best regards,



James Harrison
North Shore Regional Director
jharrison@thefoodproject.org



Reynolds Farm Management Proposal:

Based on the information available, there seem to be two principal challenges to the long-term sustainability of the Reynolds Farm: namely **increasing weed pressure** and **long-term soil fertility**. Given these two primary concerns, The Food Project proposes the following management strategies:

Soil management:

The soil at Reynolds farm is principally Merrimac sandy loam. The Food Project has more than 17 years of experience farming Merrimac-class soils on 31 acres of Conservation Land in Lincoln, MA, and we are well aware of the management challenges and benefits this soil type presents. Aside from pockets of compaction that can hold water in the spring, Merrimac soils generally drain easily and are thus suitable for intensive work in all weather, making them a good fit for our labor-intensive model. However, they are also highly susceptible to nutrient loss and drought. The Reynolds Farm land has been cultivated exclusively for vegetable production for many years now and does not currently appear to be planted in cover crops, likely contributing to any structural or fertility problems. The key metric we would watch closely as we evaluated our success on this land would be **average organic matter percentage**: soil organic matter helps to control erosion, pests, and disease; retain nutrients and moisture; and increase yields.

There are two primary ways The Food Project would build soil organic matter:

- **Cover Cropping.** Of the roughly 18 tillable acres, we would look to put 9 into cover crops in any one year- adopting what is now considered best practice in organic farming—letting 50 percent of land rest in cover crop at any one time. We have been following this 50/50 practice on our farms in Lincoln for the past 2 seasons, and have seen significant gains in organic matter as well as an increase in yield per acre.
- **Compost.** In our first year of production, we would apply 40-80 tons of compost per acre to the 9 acres in production. While compost applications at this rate can be a concern where there is an overabundance of phosphorus in the soil, recent soil tests show that the phosphorus levels on Reynolds Farm are low- leaving the door open for the heavy application of compost as part of our fertility program.

Weed Management:

Based on observations made over the past several growing seasons, the weed pressure on this land is significant, with nutsedge posing a particular problem. To get ahead of this problem, The Food Project would plant most of the acreage of Reynolds farm into cover crops in year 1, disc harrowing between plantings in the late spring and late summer to disrupt the growth and reproductive cycles of the nutsedge, grasses and broadleaf weed populations.

Thereafter, we would keep 50% of the land planted in two-year perennial cover crops to suppress weeds and build soil organic matter (see above). Weed control in cultivated fields would be achieved with mechanical cultivators, crop rotation, hand-weeding by our 37 youth and local volunteer groups, and mulch where possible. The Food Project uses organic growing methods, and does not use synthetic herbicides to for weed control except in rare cases required for invasive species control.

We believe that with the heavy application of compost to the land in production, and cover cropping of 50% of the land for two years, we can break the weed cycle and measurably increase the soil fertility.

Additional management considerations:

Pest Control:

The Food Project uses only pest control products certified for use on organic farms (from the OMRI List). These typically include Entrust for control of potato beetles and Dipel (*bacillus thuringiensis*) for control of cabbage moth. Our primary pest control methods are exclusion (floating row cover), soil fertility management, and rigorous crop rotation.

Wetlands protection:

The Food Project is accustomed to farming land at the edge of sensitive wetland environments in Lincoln, and we would be diligent in working with the Conservation Commission to follow all setback, erosion control, and riparian buffer requirements (see Exhibit A).

Reynolds Farm Timeline: 2014-2017

Timeline: 2014-2017	Field 2: 9.1 tillable acres	Fields 1, 5, 8 & 9: 8.7 tillable acres
Late Spring 2014	All fields: Disc-harrow to incorporate existing crop and weed residue. Observe weed re-growth to identify weed species and problem areas	
Early Summer 2014	Disc harrow weed re-growth and plant buckwheat "smoother crop" to suppress summer weed growth	
Late Summer 2014	Incorporate buckwheat at flowering stage and sow oats/ peas cover crop	
Fall 2014:	Oats/ peas frost-killed	
Spring 2015	Frost-seed red clover into oats/ peas residue	Spread 40-80 tons of compost per acre. Disc harrow and prepare vegetable beds for planting. Plant early vegetable crops for 2015 growing season
Summer 2015	Leave planted in red clover cover crop, mowing as needed to encourage growth and control broadleaf weeds	Control weeds, plant and harvest summer and fall crops with The Food Project's 37 summer and 26 academic year youth crew workers
Fall 2015	Leave planted in red clover cover crop	Plant rye/ vetch cover crop
2016	Follow same program as 2015	Follow same program as 2015, but planting peas/ oats in fall
Spring 2017	Chisel plow and disc harrow red clover. Spread 40-80 tons of compost per acre. Rototill and prepare vegetable beds for planting. Plant early vegetable crops for 2017 growing season	Frost-seed red clover into oats/ peas residue
Summer 2017	Control weeds, plant and harvest summer and fall crops with The Food Project's 37 summer and 26 academic year crew workers	Leave in clover cover crop-mow as needed to encourage growth and control broadleaved weeds
Fall 2017	Plant rye/ vetch cover crop	Leave in red clover cover crop

Current Farm Operations:

Farm	Location	Land owner	Acreage	Equipment	Crops raised	Employees
Long Hill and Moraine Farm	Beverly	<i>The Trustees of Reservation</i>	6	John Deere 5520 tractor, chisel plow, field cultivator, disc harrow, 5' rototiller, rotary mower, flail mower, etc.	mixed vegetables	1 full time farmer, 1 seasonal growers assistant, 37 summer youth workers
Baker Bridge Farm	Lincoln	<i>The Town of Lincoln</i>	31	TN75A New Holland tractor, John Deere 5520 tractor, Bartschi-Fobro star hoe cultivator, Imants Spader, disc harrow, rotary mower, flail mower, potato digger, etc.	mixed vegetables	3 full time farmers, 2 seasonal growers assistants, 60 summer youth workers

The Food Project uses only organic methods and materials on all our farms, including the extensive use of crop rotation (see Lincoln crop rotation attachment), cover crops, compost, and mechanical weed control. While our farms still depend heavily on the labor of the 125 youth and hundred of volunteers in our programs, we have invested heavily in modernizing and scaling up our farm equipment over the past 6 years, and are careful to develop equipment packages appropriate for the scale and needs of each farm.

Food distribution:

Each year, The Food Project grows and distributes over 250,000 of fresh, healthy food from our farms. This food goes to serve two distinct purposes:

1. To build local community and support the operating costs of our programs and farms (farm wages, equipment, supplies, etc.).
 - a. On-farm and delivered CSA programs
 - b. Farmers Markets in Beverly and Boston

2. To create access to fresh, affordable food for food-insecure people.
 - a. Farmers Markets in low-income neighborhoods in Boston and Lynn
 - b. Donations to local hunger relief organizations in Beverly, Gloucester, Lynn and Boston
 - c. Meals on Wheels and other senior serving outlets in Beverly, Gloucester and Lynn

BK6118 PG416

2.10 FORM II. GIFT IN FEE (In Trust)

We, James R. Reynolds and Elizabeth A. Reynolds, husband and wife as tenants by the entirety, for nominal consideration paid release, grant and dedicate to the Town of Wenham, without covenants, the land in Wenham shown as Parcel B, containing 24.88 acres, on a Plan of the Charles and Allen Farm, dated February 1924, recorded in Essex South District Deeds, Book 2588, Page 39.

BUT NEVERTHELESS IN TRUST upon the following terms and conditions:

1. The Town shall be Trustee under this trust.
2. The Conservation Commission of the Town shall manage and control the granted premises and shall constitute a board of visitors to enforce and preserve this trust. As such it may take appropriate legal action, in lieu of action by the Attorney General. If it should cease to exist, such powers shall devolve upon the Board of Selectmen.
3. The Trust property shall be used only for the purpose of protecting the natural resources and the watershed resources of the Town.
4. If the Trust property or any interest or part thereof should be taken by eminent domain by any body corporate or politic, the net proceeds of the award shall be added to the Conservation Fund of the Town and thereafter be devoted to the purposes now or hereafter authorized by General Laws, Ch.40, § 8C.
5. This trust shall become effective upon the acceptance of this deed by the Town, acting through its Board of Selectmen, so authorized by G.L., Ch. 40, § 8C.

BK 6118 PG 417

For our title see a deed to us from The First National Bank of Boston, dated January 20, 1932, recorded in Essex South District Deeds, Book 2908, Page 155.

WITNESS the execution hereof as a sealed instrument this 16th day of December, 1974

James R. Reynolds
James R. Reynolds
Elizabeth A. Reynolds
Elizabeth A. Reynolds

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss. December 16, 1974
Then personally appeared the above-named *James R. Reynolds* and *Elizabeth A. Reynolds* and acknowledged the foregoing instrument to be their free act and deed, before me



Richard P. Johnson
Notary Public
My commission expires: Oct. 29, 1981

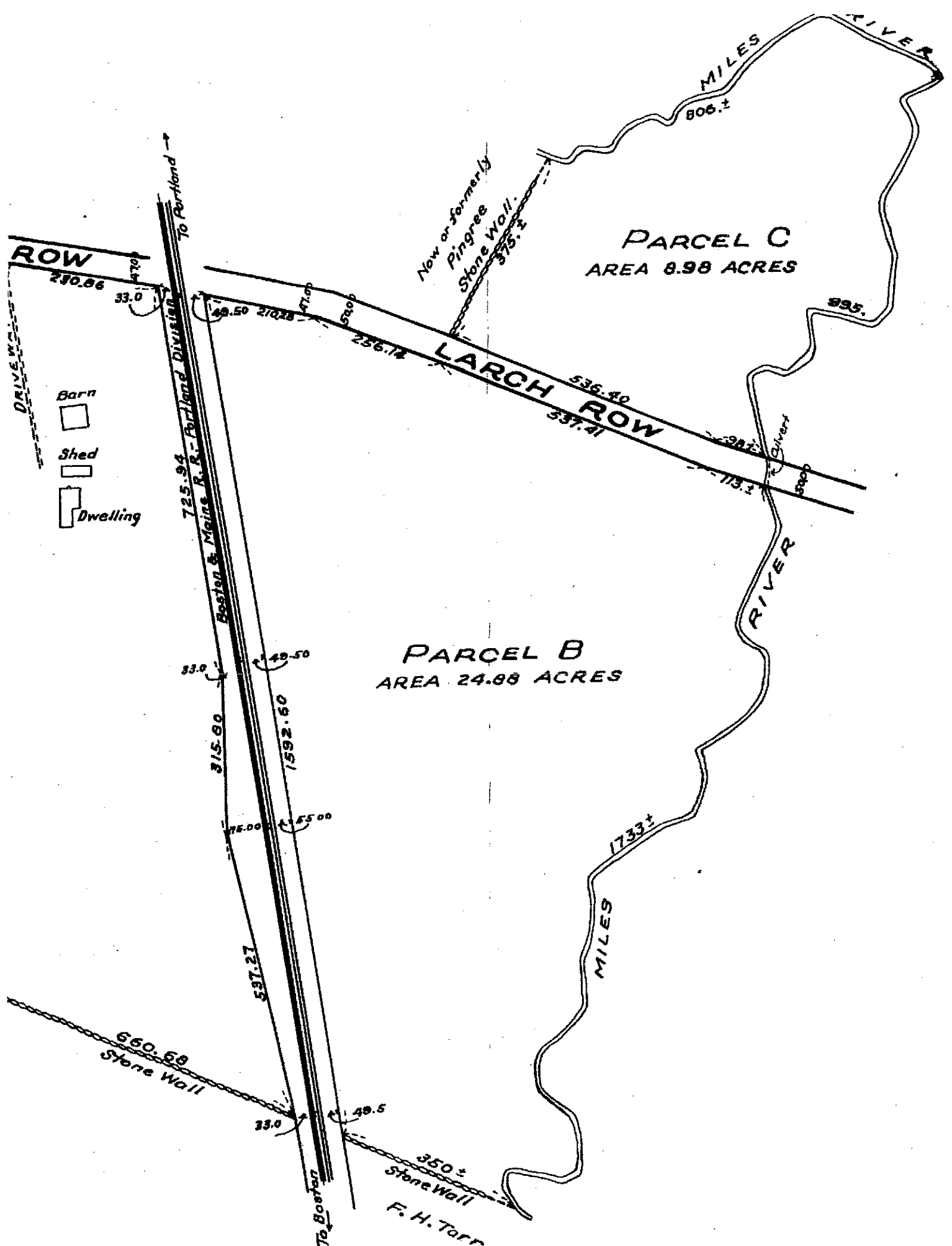
APPROVAL

We the undersigned Board of Selectmen of the Town of Wenham hereby approve the receipt of the foregoing deed under G.L. Ch. 40, § 8C, as requested by vote of the Conservation Commission of the Town.

Robert D. Phipps
A. W. Dodge
Nancy A. Davis

ESSEX SS. RECORDED *Dec 17 1974* 10¹⁵ A.M. PAST 12 P.M. INST. # 92

Commonwealth address: 105 Gwynne Street, Beverly, Mass.



This plan has been reduced. For
 at scaling see original on file.

BOARD OF SELECTMEN MEETING

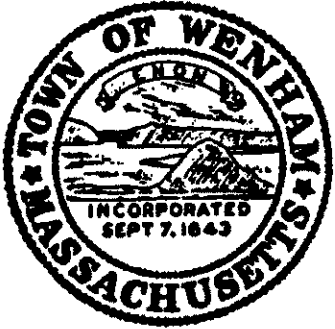
May 16, 2017

NEW BUSINESS

D.

Police Department Input on Police Captain Selection Process

- Memo regarding Police Department Input in Police Captain Selection Process from Peter Lombardi, Town Administrator, May 11, 2017
- Memo regarding Recruitment Update from Alan Gould, Municipal Resources, Inc., April 27, 2017



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
CC: Chief Tom Perkins
RE: Police Department Input in Police Captain Selection Process
DATE: May 16, 2017

After an initial review of the 35 applicants who expressed interest in this position, 4 candidates will be participating in an assessment center scheduled to take place on Wednesday May 17. The Screening Committee met with Alan Gould of MRI two weeks ago to prepare for their role in the assessment center and selection process.

Following up on early discussions with the Board about soliciting input from the department and after conferring with Chief Perkins and Alan, our recommendation is that we invite all full-time officers to meet the finalists just before they have their interviews with the Board, which will presumably take place on Tuesday June 6. Starting at 5PM that afternoon, each candidate would be given 20 minutes to speak with the members of the department (10 minutes to introduce themselves and 10 minutes for Q&A). After the last candidate is finished, Alan, the Chief, and I could then facilitate a discussion with the officers about their impressions of the strengths and weaknesses of each of the finalists.

The Board would meet in open session at 6:30 that same night and would interview each of the finalists (up to 45 minutes each). After the open session, the Board would go into Executive Session to hear the feedback provided by the officers (as relayed by Alan, the Chief, and I) and to deliberate on a potential top candidate. If there is consensus in the Executive Session about the preferred candidate, that individual would be identified in open session subject to a final background check and successful contract negotiations.



MEMORANDUM

To: Peter Lombardi
From: Alan Gould
Subject: Recruitment Update
Date: April 27, 2017

We have received resumes from 35 candidates. These resumes were received from candidates in 10 states including 19 from Massachusetts. Additionally, there were 5 candidates from NH, 2 each from WA and RI; and 1 each from VA, VT, ME, NJ, TN, FL and CT. Of these candidates one has a Juris Doctor and Master's degree, one has a PhD, Master's degree and Bachelor's degree, 16 have a Master's degree, 2 have a Juris Doctor and Bachelor's degree, and 15 candidates have a Bachelor's degree.

These resumes were ranked and essay questions were distributed to 11 candidates. The essay responses were reviewed and MRI completed some preliminary background work in preparation for our phone interviews. We then did phone interviews with 7 candidates.

Please don't hesitate to contact me with questions.

BOARD OF SELECTMEN MEETING

May 16, 2017

NEW BUSINESS

E.

MAPC District Local Technical Assistance Grant Application re. Feasibility of Shared Inspectional Services

- Letter regarding MAPC Technical Assistance Program to Jennifer Erickson, Manager of Technical Assistance Programs, Metropolitan Area Planning Council from Peter Lombardi, Wenham Town Administrator, Michael Lombardo, Hamilton Town Administrator, and Gregory Federspiel, Manchester-by-the-Sea Town Administrator, May 17, 2017
- Inspector of Wires Job Posting
- Inspector of Wires Job Description

CH



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

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

May 17, 2017

Jennifer Erickson, Manager of Technical Assistance Programs
Metropolitan Area Planning Council
60 Temple Place
Boston, MA 02111

Dear Ms. Erickson,

The Towns of Wenham, Hamilton, and Manchester-by-the-Sea are seeking MAPC support through your Technical Assistance Program to assist in completing a study on Regional Inspectional Services. After discussions between the leadership of all three communities, Wenham, Hamilton, and Manchester-by-the-Sea provide the following information in response to your call for project concepts for Spring 2017:

1. Town of Wenham Lead Contacts:

Peter Lombardi, Town Administrator; plombardi@wenhamma.gov; 978-468-5520 ext. 2
Michael Lombardo, Town Manager; mlombardo@hamiltonma.gov; 978-626-5202
Gregory T. Federspiel, Town Administrator; federspielg@manchester.ma.us; 978-526-2000

2. Project Description/Context: Hamilton, Manchester-by-the-Sea, and Wenham are located contiguously on the North Shore, with populations of approximately 7,500, 5,100, and 5,000 residents, respectively. All three communities provide inspectional services with part-time staff at this time, with Hamilton and Wenham sharing inspectors informally, and Manchester sharing their Building and Plumbing Inspectors with other North Shore communities. After an initial review of the permitting activity and aggregate workload in all three communities, town leadership is interested in exploring the possibility of hiring a shared full-time Building Inspector and part-time Electrical and Plumbing Inspectors.

The goal of this study would be to determine how a formal shared inspectional service model would work from an operational and financial perspective for these three communities, including: assessing the workload needs of each community; hiring and managing staff; reviewing other shared inspectional service models; and determining appropriate/competitive compensation levels for inspectors and alternates for each inspection type.

About a year ago, Wenham and Hamilton reached out to a number of other area communities to explore their interest in a shared inspectional services model and identified Manchester as the most viable potential partner. Wenham's Finance & Advisory Committee is actively involved in reviewing the cost savings associated with various shared services options. Hamilton's Finance & Advisory Committee has expressed similar strong interest in looking at the feasibility of working with other communities to realize economies of scale. In 2009, the MA DOR completed a study, including a merger of Hamilton and Wenham Inspectional Services, but the study found no significant savings from a merger of just the Hamilton and Wenham Departments. By including Manchester, Hamilton and Wenham would hope to develop a more cost-effective model that also addresses current quality of service issues. While Manchester has not done a formal study on

regional inspectional services, the town has been a part of several regional initiatives, including successfully sharing Animal Control and Veterans' services. It was determined by each community that a shared services model could be beneficial to the Towns and Inspectional Services staff. This study would address how to bring that concept into practice.

3. Project Need & Alignment with Goals: Locally, this study would help all three communities provide more effective, professional customer service for inspectional services and more efficient management of staff and resources. It would also help define a model for formal, shared inspectional services that benefits residents and the inspectors employed by the Towns.

The study would complement MAPC's priority to partner with municipalities to promote regional collaboration. It would also promote "enhanced effectiveness and increased efficiency," per MAPC's 2015-2020 Strategic Plan (as adopted in October 2014) by creating a practical model for shared inspectional services that could be adopted by the applicant communities and adapted to other smaller communities that struggle with similar issues. The project also reflects the goals of the Community Compact Cabinet including efficiency and regionalization, as both Wenham and Manchester signed Community Compacts with the state (December 2015 and February 2016, respectively).

4. Project Deliverables/Outcomes:

- Report would include data collected from all three towns on historical and projected permitting activity and recommendations on appropriate staffing levels for all three inspectional positions.

- Project would provide the facilitation and development of practical approaches to quality of service issues that meet the needs of all three communities.

- Draft Inter-municipal agreement (IMA) outlining the logistics for the formal, shared model would be created for the applicant communities, including recommendations for hiring staff, minimum personnel qualifications, customer service expectations, e-permitting, scheduling and data tracking, and any other departmental functions that effect inspectional staff.

- Model should reduce or maintain costs, or recommend alternatives that would ensure those results.

5. Community Engagement: Local officials in all three communities find surveys to be an effective tool for gathering information from stakeholders. Elected officials, Town management, and department staff from all three communities will be involved in the research and planning processes, including department heads, assistants, and inspectors.

6. Project Timeline:

- May 2017 – Submit DLTA application.

- Summer 2017 – Receive support and develop scope of work with MAPC.

- August 2017 – Begin outreach to departments.

- November 2017 – Draft study due to communities.

- December 2017 – January 2018 – Communities provide feedback and prepare any budgetary or Annual Town Meeting items.

- February 2018 – Deliver final report, and finalize and approve IMA. Recommendations made to all BOS/FinCom for spring 2018 Town Meetings in April and budgeting for July 1, 2018 (FY2019) to make implementation feasible.

7. Municipal Commitment: All three communities are committed to both studying the feasibility of this shared services model and looking for practical means of implementation. Hamilton BOS and FinCom have both urged the Town Manager to explore opportunities of regionalizing. Wenham's FinCom already has a working group focused on shared inspectional services,

including the financial side as well as maintaining and improving current services. Manchester BOS and FinCom have made exploring regionalization a high priority. Wenham, Manchester, and Hamilton, as smaller communities, have a focus on finding affordable solutions for funding quality services for residents.

8. Municipal Contribution: The Towns will provide in-kind staffing support to this project and may be able to make some limited financial commitment if necessary. Hamilton's Planning Director, Buildings and Inspections Assistant, and Town Manager will participate. Manchester can provide assistance from the Town Administrator and Inspectional Services staff. Wenham can provide the assistance of the Town Administrator as well as dedicated staff time from the Permitting Coordinator and Special Projects Assistant.

We appreciate your consideration and look forward to working with your staff on this project. Please contact us at any time if you have questions about our request.

Peter Lombardi
Town Administrator
Town of Wenham
Lead Community

Michael Lombardo
Town Manager
Town of Hamilton

Gregory T. Federspiel
Town Administrator
Town of Manchester-by-the-Sea



Town of Wenham

Administrator's Office
138 Main Street / PO Box 576
Wenham, MA 01984

Peter Lombardi, Town Administrator
TEL 978-468-5520 x. 2 FAX 978-468-8014

JOB POSTING

POSITION POSTING: Inspector of Wires

APPLICATION PROCESS:

All interested applicants are required to submit a resume and letter of interest to the Town Administrator's Office at the Town Hall (c/o Peter Lombardi). All such submittals can be emailed to nroebeck@wenhamma.gov or mailed/hand delivered to:

**Wenham Town Hall
Town Administrator's Office
138 Main St / PO Box 576
Wenham, MA 01984**

Submittal Deadline: Monday, June 5, 2017 by 4:30PM.

Additional information regarding this position is available at the Town Hall and can be obtained by either visiting the Town website at www.wenhamma.gov or by calling 978-468-5520 x2.

INSPECTOR OF WIRES

Status: Part-time, stipended
Department: Permitting/Inspectional Services
Start Date: July 1, 2017 anticipated
Compensation: \$1,058 monthly stipend

Job Description: The Inspector of Wires is responsible for enforcing all electrical installations throughout the town and making interim, rough, and final inspections of construction. The Inspector reviews and approves construction documents as they pertain to wiring and electrical fixtures. This position ensures that all electrical work being done in Town is in conformance with the applicable codes, thereby maintaining the safety of residents and occupants. Employee is required to perform all similar or related duties.

**INSPECTOR OF WIRES
TOWN OF WENHAM, MA**

DEFINITION

The Inspector of Wires is responsible for enforcing all electrical installations throughout the town and making interim, rough, and final inspections of construction. The Inspector reviews and approves construction documents as they pertain to wiring and electrical fixtures. This position ensures that all electrical work being done in Town is in conformance with the applicable codes, thereby maintaining the safety of residents and occupants. Employee is required to perform all similar or related duties.

ESSENTIAL FUNCTIONS

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Examines plans and specifications with applications for permitting commercial and/or large scale electrical installations. Reviews and approves construction documents for compliance with state and local codes.
- Responds to calls or complaints regarding defective, inadequate, or illegal wiring.
- Performs interim, rough, and finish inspections as required, ensures all permits are closed.
- Reports all violations of electrical installations and directs and inspects all corrections.
- Verifies that electricians are licensed and qualified in accordance with state law.
- Responds to emergency calls 24 hours a day / 7 days a week from the fire department, National Grid, Regional Emergency Communications Center (RECC) and/or other emergency responders or coordinates such emergency responses with the Assistant Inspector of Wires.
- Provides court testimony and support documentation as required by the State Board of Examiners.
- Prepares daily reports and maintains records of inspections and activities.
- Meets with architects, engineers, contractors and developers to review and comment on electrical plans for remodeling and/or new construction projects.
- Attends mandatory continuing education courses/seminars in order to maintain required certifications and knowledge of changes in the state code.
- Provides office hours as needed for residents and contractors with requests or questions and to complete any necessary paperwork.
- Assists Fire Department/Marshal in determining the cause of fires disconnects power or isolates power as needed to extinguish fires.

SUPERVISION RECEIVED

Under general direction of the Permitting Coordinator and in consultation with the Building Inspector, the employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction. The supervisor provides additional, specific instruction for new, difficult or unusual assignments, including suggested work methods. The employee refers unusual situations to the supervisor for advice and further instructions. Reviews and checks of the employee's work are applied to an extent sufficient to keep the supervisor aware of progress, and to ensure that completed work and methods used are technically accurate and that instructions are being followed.

ACCOUNTABILITY

Consequences of errors or poor judgment may include missed deadlines, delay or loss of service monetary loss, legal repercussions, personal injury, danger to public health/safety, and/or poor internal or external customer service.

JUDGMENT

Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select and apply the most pertinent practice, procedure, regulation, or guideline.

COMPLEXITY

The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

NATURE AND PURPOSE OF CONTACTS

Relationships are primarily with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations, or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and employees of outside organizations. More than ordinary courtesy, tact and diplomacy may be required to resolve complaints or deal with hostile, uncooperative or uninformed persons.

CONFIDENTIALITY

Employee has access to some confidential information in the performance of their duties.

EDUCATION AND EXPERIENCE

Must have a Bachelor's degree or master craftsman level of trade knowledge; ten (10) years of electrical trade experience; or an equivalent combination of education and experience.

SPECIAL REQUIREMENTS

A candidate for this position is required to have a valid Class D Motor vehicle operator's license; Massachusetts Journeyman and Master Electrician's License.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: Must have working knowledge of electrical work techniques and equipment, state and national codes related to electrical service. Knowledge of technology including office software and the Internet/e-mail in support of department operations. Knowledge to utilize mobile phone technology as well as mobile phone applications that support and connect to permitting software.

Abilities: Ability to interact effectively and appropriately with the public and other personnel, perform multiple tasks, read and interpret plans and blueprints, deal with irate customers, and maintain confidential information. Must be able to access the Internet to obtain information in support of department operations. Ability to read, interpret, and enforce rules, and codes in an impartial manner.

Skills: Proficient written and oral communication skills. Proficient customer service skills. Proficient skill at conducting inspections, making observations, and recording information in a detailed, impartial manner.

WORK ENVIRONMENT

The nature of duties may involve continuous presence of unpleasant or irritating elements, such as considerable noise, odors, chemical and toxic fumes, traffic, electricity, explosive materials, dust, smoke, heat, cold, oil, dirt or grease. Work is continually performed outdoors, regardless of weather conditions. The employee is required to work beyond normal business hours on a 24/7 basis in response to natural or man-made emergencies.

PHYSICAL, MOTOR, AND VISUAL SKILLS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills: Work requires some agility and physical strength, such as moving in or about

construction sites or over rough terrain; required to stand or walk for extended periods of time. Occasionally, work may require lifting objects and carrying them. There may be need to stretch and reach to retrieve materials.

Motor Skills: Position requires minimal motor skills for activities such as: operating a personal computer and/or most other office equipment, keyboarding, high and low voltage meter reading equipment, moving objects or operating a motor vehicle.

Visual Skills: Position requires routine reading of documents, measuring instrumentation, computer screens, and reports for understanding. The employee is required on a regular basis to determine differences in colors.

BOARD OF SELECTMEN MEETING

May 16, 2017

NEW BUSINESS

F.

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

- Joint Wenham BOS, Hamilton BOS, and HWSC Agenda, May 11, 2017
- Outline for Longmeadow Study Committee including Exhibits A – D
- Proposal Letter to Dr. Michael Harvey, Superintendent, HWRSD from Jerome N. McKibben, Ph.D., Senior Demographer at McKibben Demographic Research, LLC, March 29, 2017
- Regional School District Agreement Between the Towns of Hamilton and Wenham



Town of Wenham
BOARD OF SELECTMEN

AGENDA

Thursday May 11th

7:00 PM

Baker School Multi-Purpose Room, 1 School Street, Wenham

Notice of public meeting as required by M.G.L. Chpt.30 §20

RECEIVED BY THE CLERK
FRIDAY MAY 5, 2017
9:16AM

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

7:00 P.M.

WELCOME: Call to order

NEW BUSINESS

1. Apportionment Formula

- Review of existing data (historical actuals and projected forecasts)
- Initial discussion of potential changes to apportionment formula, including alternative measures
- Proposal for shared enrollment study focused on specific enrollment demographics in each town

2. Selection of Committee Members

- Initial discussion of potential for minimum representation from each town on the committee
- Proposed change in methodology of nominations from District Secretary to Town Clerks

3. Process for further evaluation and discussion of options to potential changes to district agreement

4. Formation and direction of the Longmeadow Joint Study Committee

9:00 P.M.

ANTICIPATED ADJOURNMENT

Longmeadow Study Committee

I. Motions Passed at 2017 Annual Town Meetings

In HAMILTON: I move that the Town request the Selectmen to appoint a joint committee with the Selectmen of the Town of Wenham to study the acquisition by purchase, eminent domain, or otherwise of all or a portion of parcels of land in Hamilton designated Lots A, B, C, and D as shown on a Plan of Land entitled Plan of Longmeadow Way dated October 15, 1980 and recorded in Essex Registry of Deeds at Plan Book 161, Plan 31 for school, recreational, and/or other municipal use and to report findings, recommendations, and proposed action, if any, to the 2018 Annual Town Meeting or such earlier town meeting as may be called to consider the issue, said committee to consist of a Selectman from each member Town, a member of the Hamilton Wenham Joint Recreation Board, a member of the Hamilton Wenham Regional School Committee, and one or more residents from each member town, or such other membership structure and membership as the Selectmen from both towns shall mutually agree; action under this article does not call for any appropriation of funds.

In WENHAM: I move that the Town request the Selectmen to appoint a joint committee with the Selectmen of the Town of Hamilton to study the acquisition by purchase, eminent domain, or otherwise of all or a portion of parcels of land in Hamilton designated Lots A, B, C, and D as shown on a Plan of Land entitled Plan of Longmeadow Way dated October 15, 1980 and recorded in Essex Registry of Deeds at Plan Book 161, Plan 31 for school, recreational, and/or other municipal use and to report findings, recommendations, and proposed action, if any, to the 2018 Annual Town Meeting or such earlier town meeting as may be called to consider the issue, said committee to consist of a Selectman from each member Town, a member of the Hamilton Wenham Joint Recreation Board, a member of the Hamilton Wenham Regional School Committee, and one or more residents from each member town, or such other membership structure and membership as the Selectmen from both towns shall mutually agree; action under this article does not call for any appropriation of funds.

II. Formation of Joint Committee

Structure, membership, and appointment of Committee as Selectmen from both towns mutually agree.

III. The Parcels of Land

Lots A, B, C, and D on 1980 Plan recorded in Essex Registry of Deeds.

- a. 1980 Plan attached as Exhibit A
- b. History of Ownership attached as Exhibit B
- c. Aerial View of Longmeadow attached as Exhibit C
- d. Two Letters received from Miller lawyer attached as Exhibit D

IV. Assessors Records: Assessed Values Taxable 2017:

Lot A (1 Longmeadow)	\$809,600
Lot B (3 Longmeadow)	\$748,300
Lot C (5 Longmeadow)	\$730,400
Lot D (11,933 sq. ft.)	\$3,900

V. Regional School Committee: Purchase and Eminent Domain

Chapter 71, Section 16: Status; powers and duties

A regional school district established under the provisions of the preceding section shall be a body politic and corporate with all the powers and duties conferred by law upon school committees, and with the following additional powers and duties:

(c) To acquire property within the towns comprising the district under the provisions of chapter seventy-nine [the eminent domain statute] and section fourteen of chapter forty [municipal purchase] for the purposes of the district and to construct, reconstruct, add to, remodel, make extraordinary repairs to, equip, organize and operate a school or schools for the benefit of the towns comprising the district, and to make any necessary contracts in relation thereto; provided, however, that no property shall be acquired unless the town in which such property is located approves such acquisition by a two-thirds vote at a town meeting which shall be called within sixty days after the district committee authorizes the incurring of debt for such purpose.

Chapter 79, Sec. 2

Where no other provision is made by law, a taking of land by eminent domain... by or on behalf of a district [is made] by its prudential committee....

Chapter 40, Sec.14

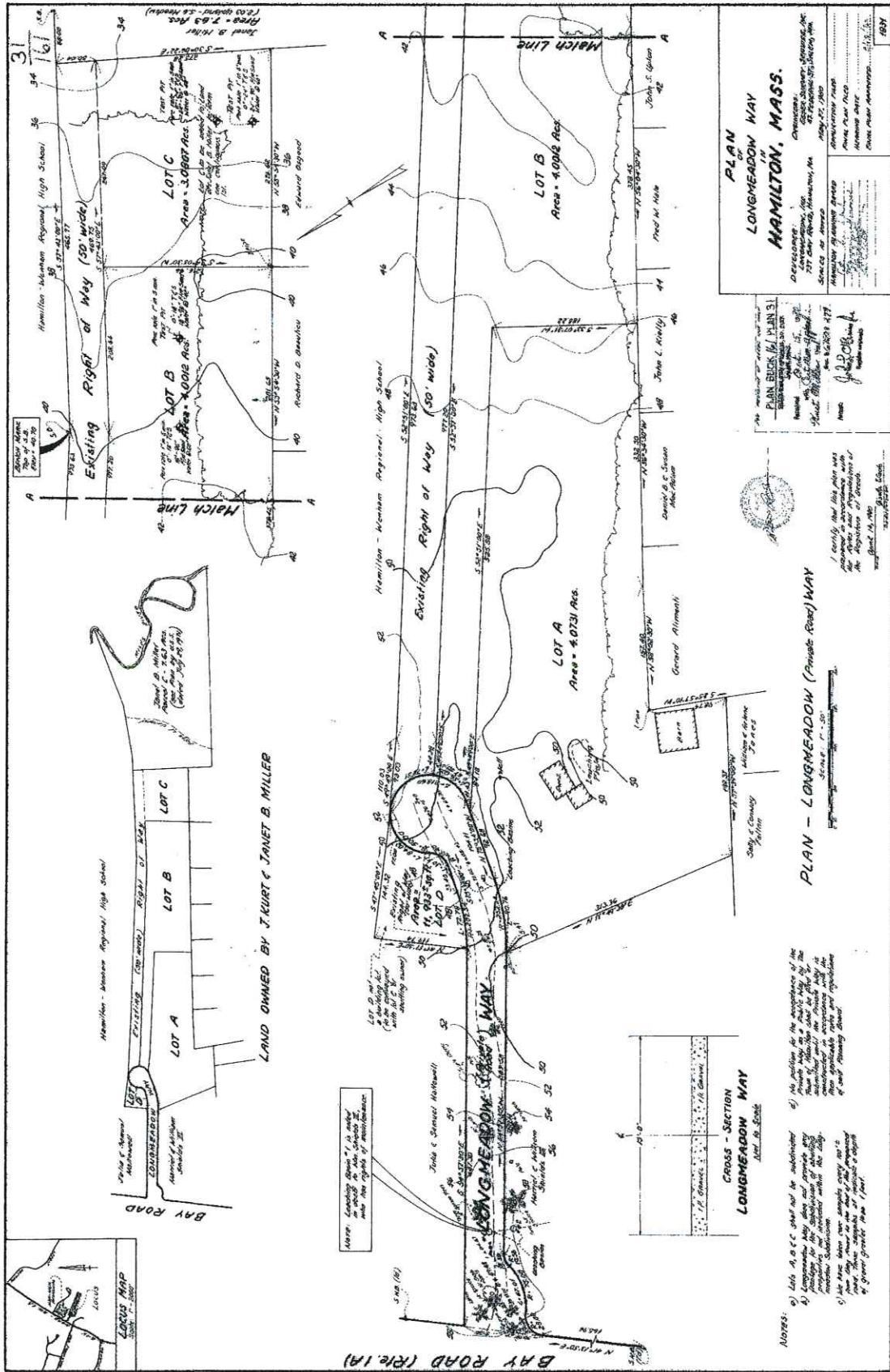
The ... selectmen of a town may purchase, or take by eminent domain under chapter seventy-nine, any land, easement or right therein within the ... town; but no land, easement or right therein shall be taken or purchased under this section unless the taking or purchase thereof has previously been authorized by... vote of the town, nor until an appropriation of money, to be raised by loan or otherwise, has been made for the purpose by a two thirds vote...of the town, and no lot of land shall be purchased for any municipal purpose by any city subject to this section for a price more than twenty-five per cent in excess of its average assessed valuation during the previous three years.

HW District Agreement

Any acquisition would be a "capital cost" under Sec. IV(A)(1) and apportioned pursuant to Sec. IV(B). Any authorization of debt would be governed by Section IX.

Conclusion.

Any acquisition or purchase or the incurring of indebtedness will require 2/3 vote of both towns.



**PLAN A
LONGMEADOW WAY
HAMILTON, MASS.**

OWNER: J. J. JOHNSON
 257 Main Street, Hamilton, MA
 01042
 DATE: 1/31/83
 SCALE: AS SHOWN

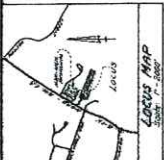
PLAN BEAR (1) JAN 31 1983
 J. J. JOHNSON
 257 Main Street, Hamilton, MA
 01042
 DATE: 1/31/83
 SCALE: AS SHOWN



PLAN - LONGMEADOW (Private Road) WAY

- Notes:
- 1) The plan is not to be used for any other purpose than that for which it was prepared.
 - 2) The plan is not to be used for any other purpose than that for which it was prepared.
 - 3) The plan is not to be used for any other purpose than that for which it was prepared.
 - 4) The plan is not to be used for any other purpose than that for which it was prepared.
 - 5) The plan is not to be used for any other purpose than that for which it was prepared.

LAND OWNED BY J. KURT & JANET B. MILLER



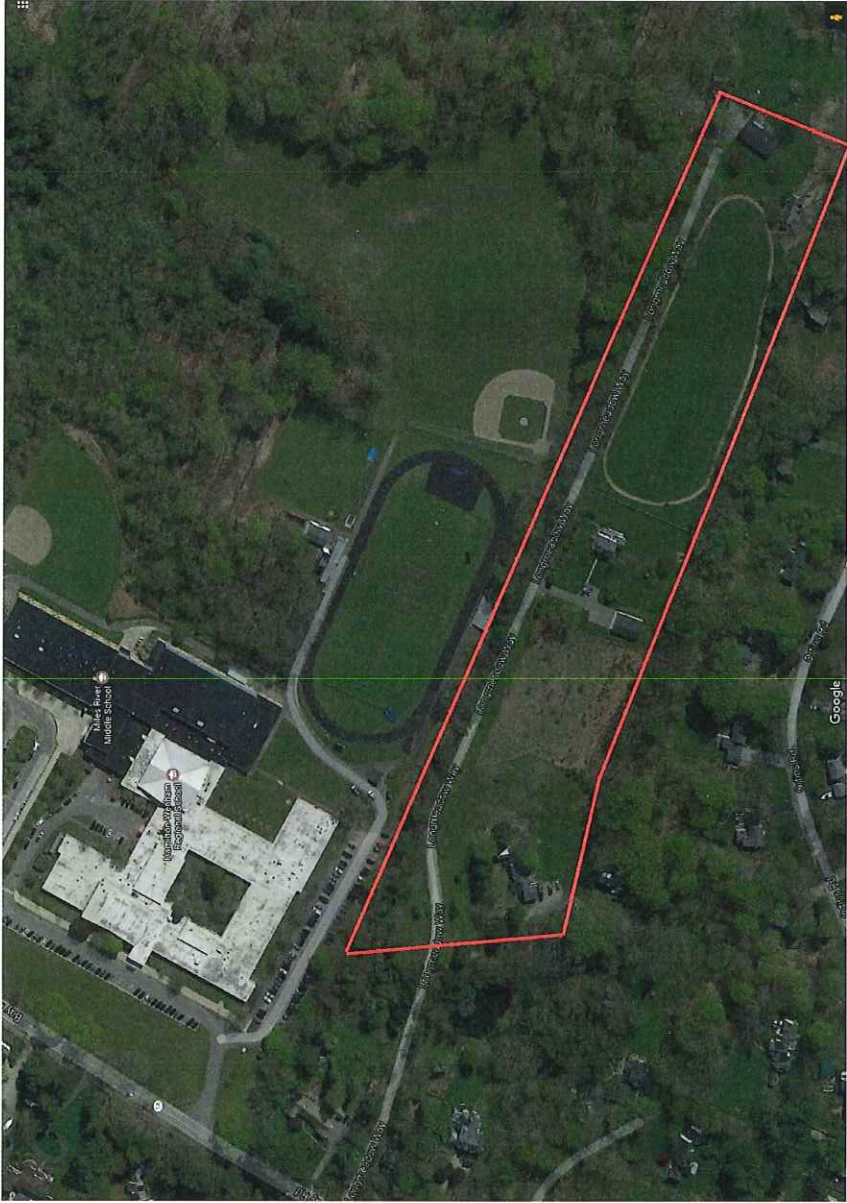
NOTE: Landowner's name is shown in the plan for identification purposes only. The plan is not to be used for any other purpose than that for which it was prepared.

CROSS-SECTION
 LONGMEADOW WAY
 10' WIDE

History of Ownership of Lots A, B, C, and D

Exhibit B

- 1980:** J. Kurt Miller and Janet B. Miller, owners of Longmeadow, divide the property into four lots, of which three are buildable (**Lots A, B, C**). See Plan of Land dated May 27, 1980. Plan Book 161, Page 31. Planning Board endorses, "Lots A, B, C, and D shall not be subdivided."
- 1985:** Millers sell **Lot B** to J. Keating Willcox: 4.0012 acres. Millers retain ownership of Longmeadow Way. Book 7628, Page 261.
- 1987:** J. Kurt Miller transfers to Janet Miller: **Lot A:** 4.0731 acres subject to easements of record. Book 9717, Page 519.
- 1988:** Janet Miller transfers to J. Kurt Miller: **Lots D and C:** 11,933 sq. ft. and 3.0807 acres respectively. Book 9717, Page 515.
- 1991:** Janet Miller sells **Lot A** to Albert Holler. Book 10825, Page 204.
- 1995:** Albert Holler sells **Lot A** to Minot and Sara Frye. Book 12926, Page 253.
- 2003:** Minot Frye transfers his interest in **Lot A** to Sara Frye. Book 20744, Page 4256
- 2008:** Sara Frye sells **Lot A** to James and Linda Farnham. Book 27799, PAGE 143.
- 2009:** J. Keating Willcox sells **Lot B** to J. Miller and Jacqueline C. Miller, as tenants by the entirety. Book 27491, Page 131.
- Today:** J. Kurt Miller owns **Lots C and D** and the road
J. Kurt Miller and Jacqueline C. Miller own **Lot B**
James and Linda Farnham own **Lot A**.



Aerial View



GLOVSKY & GLOVSKY LLC
ATTORNEYS AT LAW

September 13, 2016

Andrew DeFranza, Executive Director
Harborlight Communities Partners, Inc.
P.O. Box 507
Beverly MA 01915

RE: Proposed Development of Property Off Longmeadow Way, Hamilton

Dear Mr. DeFranza:

As you know, this firm represents Mr. Kurt Miller, the owner of 3 and 5 Longmeadow Way. It has been our understanding that Harborlight Community Partners intends to present a development plan to the Town of Hamilton for a 40B project consisting of 108 units to be built upon 1, 3 and 5 Longmeadow Way.

It has come to our attention that on July 19, 2016, you appeared before the Planning Board to propose an alternative design of 24 units to be built only upon the property located at 1 Longmeadow Way. Naturally, this came as a surprise to our client, since it was his belief that your proposed project included the development of all three lots.

In the event that Harborlight decides not to proceed with the development of 3 and 5 Longmeadow Way, it is our client's intent to build a 40B project on his property. His plan is to construct two buildings which would contain a total of up to 140 units. We ask that you take these future development plans into account should you go forward and build only on 1 Longmeadow Way. The road improvements required to support even a scaled down project must be built with the development of 3 and 5 Longmeadow Way kept in mind. Please contact me if you if you have any questions regarding the foregoing.

Very truly yours,

Philip C. Wysor

PCW:mfs

cc: Mr. J. Kurt Miller

Amended effective July 1, 2010
Amended effective February 13, 2014

Adopted by the Hamilton-Wenham Regional
School District Committee 4/27/00
(Adopted by Town of Hamilton 5/15/00)
(Adopted by Town of Wenham 5/6/00)

Adopted by Town of Hamilton 5//20/10
Adopted by Town of Wenham 5/20/10
Amended July 1, 2010

Adopted by Town of Hamilton
Adopted by Town of Wenham
Amended February 13, 2014

AMENDMENT
TO AGREEMENT BETWEEN
THE TOWNS OF
HAMILTON AND WENHAM
WITH RESPECT TO THE
ESTABLISHMENT OF A REGIONAL SCHOOL DISTRICT
RESTATING THE PROVISIONS OF SAID AGREEMENT

**AMENDMENT TO AGREEMENT BETWEEN THE TOWNS OF HAMILTON AND
WENHAM WITH RESPECT TO THE ESTABLISHMENT OF A REGIONAL
SCHOOL DISTRICT RESTATING THE PROVISIONS OF SAID AGREEMENT.**

The Agreement entered into pursuant to Chapter 71 of the Massachusetts General Laws, as amended, between the Towns of Hamilton and Wenham (together with any other towns added under Section VII hereof), hereinafter sometimes referred to as the Member Towns, is hereby amended in its entirety to read as follows:

In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I: THE REGIONAL SCHOOL COMMITTEE

(A) NAME

The District shall be called the Hamilton-Wenham Regional School District, hereinafter referred to as the District.

(B) COMPOSITION

The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee; hereinafter referred to as the Committee. The Committee shall consist of nine (9) members. All members of the Committee shall serve until their respective successors are elected and qualified.

(C) ELECTION OF MEMBERS

Members of the Committee shall be elected by all the voters of the District at an annual district election. The term of office of each member elected at the

Amended effective July 1, 2010
Amended effective February 13, 2014

annual district election shall be three (3) years. Except hereinafter provided in Subsection I (F), the annual district election shall be held on a day in May as selected by vote of the Committee adopted at least 90 days prior to the day so selected, which day shall not be the same as the day on which the annual town election is to be held in any member town.

(D) NOMINATIONS

Candidates for election to membership on the Committee shall be nominated by filing with the secretary of the District nomination papers which have been signed by at least forty registered voters of one or more of the member town. Such papers shall be filed not less than forty-five nor more than ninety days before the annual district election or, if the annual district election be held in more than one session, before the first session thereof. The District secretary shall annually post in at least one public place in each member town and publish in a newspaper of general circulation in the District a notice stating the dates between which nomination papers may be filed and the number of vacancies to be filled, said posting and publishing to be at least one week prior to the first date on which nomination papers may be filed. Forthwith upon receipt of nomination papers, the District secretary shall verify that such papers have been signed by the required number of registered voters using the voting lists furnished to said secretary by the registrars of voters of each member town. If the District secretary shall determine that such papers have been signed by the required number of registered voters, the candidate shall then be deemed duly nominated. In lieu of filing nominations papers, an elected member of the Committee may, within the period prescribed above, file with the secretary a written declaration of intent to be a candidate for reselection and shall thereupon be deemed duly nominated.

(E) CALLING AND CONDUCT OF DISTRICT ELECTION

Annual district elections held under this section shall be called by a warrant which shall be addressed to the registered voters of the member towns

and signed by a majority of the members of the Committee and which shall set forth the date or dates of the election, the polling place or places in each town, the hours at which the polls will be opened and closed in each town, and the number of members who are to be elected. Notice of the election shall be given by posting a copy of the warrant attested by the secretary of the Committee in at least on public place in each member town and by publishing a copy thereof at least once in a newspaper of general circulation in the District at least seven (7) days before the election or, if said election be held in more than one session, before the first session thereof. A certificate of the secretary shall be conclusive evidence of the posting and publication of the warrant. If the election is held on a single day, as provided in Subsection I (C), the number and location of the polling place or places in each town shall be determined by the Committee after consultation with the Selectmen thereof, and the hours during which all the polls in the District are open shall be uniform throughout the District and shall be not less than eight nor more than thirteen consecutive hours. The Committee shall be responsible for preparing the ballots used at the election and said ballots shall not state the address or town or residence of any candidate. After the votes cast in a member town have been counted, the town clerk of such town shall certify the results of the election to the Committee which shall tabulate such results at a meeting of the Committee; and the chairman of the Committee shall thereupon announce the names of the persons elected to membership on the Committee. Thereafter the certifications of the town clerks and the tabulations of the Committee shall be kept by the secretary with the records of the District. Promptly after their election, members of the Committee shall be sworn to the faithful discharge of their duties by the District secretary or by the town clerk of the town in which they reside, and in each case a record of such oath shall be made and kept by the secretary or delivered to the secretary by the town clerk. Except as provided in this Agreement, the annual district election shall be conducted in each town in the same manner as town meetings for the election of town officers. The expenses of that part of an election under this section which is conducted in a member town shall be borne by such town.

(F) DISTRICT ELECTIONS COINCIDING WITH TOWN ELECTIONS

Notwithstanding the provisions of Subsection I (C) and I (E), in any year in which the annual town election of any member town is to be held on a day which is not more than twenty-one days following the day on which the annual

town election is to be held in the other member town, the annual district election shall be held in two sessions on those two days and said sessions collectively shall be deemed to constitute the annual district election. In the event the annual district election is to be held in two sessions as aforesaid, the day, location and number of polling places and the hours during which the polls shall be open at the session held in each member town shall be the same as for the annual town election in such town, but the names of the candidates for election to the Committee shall be contained on a separate ballot. Neither the address nor the town of residence of any candidate for election to the Committee shall be stated on said ballots. Upon the completion of the voting at the first session, the ballots cast for election to the Committee shall not be counted, but shall forthwith be packaged and sealed, impounded, and held in a safe place in the custody of the town clerk where they shall not be inspected or made available for inspection by anyone until the polls have closed at the second session. Upon completion of the voting at the second session, the ballots cast at each session of the annual district election shall be counted and the results certified to the Committee by the town clerks as provided in Subsection I (E).

(G) ORGANIZATION

At the first regular meeting of the Committee following the annual district election in each year, commencing in the year in which the members have been first elected as provided in Subsection I (C), the Committee shall organize and choose by ballot a chairman and a vice-chairman from its own membership. At the same meeting or at any other meeting, the Committee shall appoint a secretary and a treasurer who may be the same person, but who need not be members of the Committee and such other officers as it deems advisable and determine the terms of office for its officers (except the chairman and vice chairman who shall be elected as provided above).

(H) VACANCIES

If a vacancy occurs on the Committee, such vacancy shall be filled by appointment by the Board of Selectmen of the town from whose membership the vacancy occurred, and the remaining members of the Committee, acting jointly. The person so appointed shall be a resident of the town from which the vacancy

occurred and shall serve only until the next annual district election, at which election a successor shall be elected to serve the balance of the unexpired term if any.

(I) QUORUM

A majority of the Committee shall constitute a quorum, but a lesser number may adjourn any meeting from time to time.

(J) POWERS AND DUTIES

The Committee shall have all the powers and duties conferred and imposed upon regional district school committees by law and by this Agreement and any amendment or additions thereto or as may be conferred and imposed upon it by any applicable general or special law.

(K) AMENDMENT TO REGIONAL SCHOOL AGREEMENT

The agreement between the Towns of Hamilton and Wenham with respect to the establishment of a Regional School District Section 1 Paragraph (B) shall be revised to read as follows:

The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee, hereinafter referred to as the Committee. All members of the Committee shall serve until their respective successors are elected and qualified. The Committee, which consisted of nine (9) members as of January 1, 2014, shall be reduced as follows to seven (7) members having staggered terms:

(a) Notwithstanding Section 1, Paragraph (H), no vacancies on the Committee shall be filled unless such vacancy would reduce the number of members below seven (7).

(b) At the district election in 2015, the number of members to be elected shall be such as to bring the Committee to a total of (8) member. Notwithstanding the preceding sentence, if vacancies reduce the number of members to seven (7) prior to the 2015 election, then the number elected in 2015 shall be such as to bring the Committee to a total of seven (7).

(c) At the district election in 2016, the number of members to be elected shall be such as to bring the Committee to a total of seven (7) members.

(d) thereafter the seven (7) MEMBERS OF THE Committee shall be elected in staggered terms, such that every third year three (3) members shall be elected and in all other years two (2) members shall be elected.

SECTION II: TYPE OF REGIONAL SCHOOL DISTRICT

The regional school district shall consist of all grades, Pre-Kindergarten through Twelve. The Committee may establish and maintain vocational education courses, acting as trustees therefore, in accordance with the provisions of Chapter 74 of the General Laws and any amendments or additions thereto.

SECTION III: LOCATION AND LEASING OF SCHOOL FACILITIES

(A) LOCATION

Any new facility constructed for the purpose of accommodating pupils primarily from a particular member town shall be located in such town. Any new school facility constructed for the purpose of accommodating pupils in one or more grades from both member towns shall be located within the geographical limits of the District. The District shall at all times maintain at least one school facility in each member town.

(B) LEASING

The Town of Wenham is hereby authorized to lease to the Regional School District all the premises and buildings presently known as the (a) the Center School Building and (b) the Bessie Buker School.

The Town of Hamilton is hereby authorized to lease to the Regional School District all the premises and buildings presently known as the (a) the

Winthrop School, and (b)the Cutler School.

Each of the leases authorized above shall be for a term of twenty (20) years and the term shall commence on the date when the Committee assumes jurisdiction of the pupils in the grades served by said schools. Each of the leases shall contain a provision for the extension of the term thereof for an additional term not in excess of twenty (20) years, renewable at any time during the term, at the option of the Committee. Each such lease shall automatically terminate, and the use of the building so leased shall revert back to the town from which it was leased in the event that the Committee decides that such building is no longer needed for the educational program of the District. Each of the leases shall contain provisions authorizing the District to insure, repair, improve, alter or remodel any of the leased buildings. No rental shall be charged to the District by any of the member towns. Each lease involving a member town shall be on such other terms as may be determined by the Selectmen thereof and the Committee, who shall execute the lease for the member town and the District, respectively.

The unpaid balance on the outstanding bonds (school bonds authorized for the purpose of constructing or improving the above-mentioned facilities) at the time of leasing of said buildings and facilities shall remain the obligation of the member towns.

SECTION IV: APPORTIONMENT AND PAYMENT OF COSTS

(A) DEFINITION OF COSTS

For the purpose of apportioning assessments levied by the District against the member towns, cost shall be divided into three categories; capital costs, special operating costs and operating costs.

(1) Capital Costs

Capital costs shall include any item of expense in the nature of capital outlay the cost of which in any one fiscal year exceeds \$25,000, such as the cost of acquiring by purchase, lease or otherwise land, buildings or equipment, the cost of construction, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, including without limitation the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewage treatment and disposal facilities, and any premises related to the foregoing, in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the District to finance capital costs.

(2) Special Operating Costs

Special operating costs shall include the net cost of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular district, comprehensive school program in any of the grades PreK-12, inclusive.

(3) Operating Costs

Operating costs shall consist of all costs of the District other than capital costs and special operating costs.

(4) Operational Audit

An operational audit shall be conducted, within six (6) months after the approval of the amendment to the Agreement by the member towns by an independent, outside audit firm, to be chosen collectively by the Board of

Amended effective July 1, 2010
Amended effective February 13, 2014

Selectmen of the member towns, to conduct a complete and full Audit. The two Boards of Selectmen shall formulate and issue a Request for Proposal, upon consultation with the Citizen Petitioners, consisting of the specific areas to be examined by the Operational Audit to be drawn from the general areas as follows: the school facilities, the school budget, the proposed Capital Costs, Special Operating Costs and the Operating Costs, the personnel, and any and all other operational aspects of the Regional Schools; with a complete copy of the Operational Audit to be filed with the Board of Selectmen of each of the member towns and to be made available to the citizens of each of the member towns, at their request, within sixty (60) days of the completion of the Operational Audit. The Superintendent of Schools or the School Committee shall, within sixty (60) days of receipt of the Operational Audit, report to the Board of Selectmen, at an advertised Public Hearing, their response to the recommendations made in the Operational Audit. The costs and expenses of such Operational Audit shall not exceed the sum of Ninety Thousand and 11/100 (\$90,000.00) Dollars and shall be paid by the member towns according to the current fiscal year rolling average assessment percentage as follows: (1) by the Town of Wenham, 32.68%; and (2) by the Town of Hamilton, 67.32%.

(B) APPORTIONMENT OF CAPITAL COSTS

All capital costs apportioned for the fiscal years commencing on and after July 1, 1983 shall be apportioned among the member towns on the basis of each town's pupil enrollment on October 1 of the three preceding fiscal years. Each member town's share for each such fiscal year shall be determined by computing to the nearest one hundredth of one percent the ratio which that town's aggregate pupil enrollment in the regional district schools on October 1 of the three fiscal years next preceding the commencement of the fiscal year for which the apportionment is determined bears to the aggregated total pupil enrollment from all the member towns on the same three dates.

The provisions of the foregoing paragraph shall apply to the apportionment of capital costs consisting of payments of principal and interest on bonds, notes or other evidences of indebtedness authorized by vote of the Committee before January 1, 1995. All other capital costs shall be apportioned annually to the member towns, one-half on the basis of each town's pupil

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enrollments on October 1 of the three preceding fiscal years and one-half on the basis of the total of each town's assessed valuations for the three fiscal years preceding the fiscal year for which the apportionment is determined. Each member town's share for each fiscal year shall be determined by computing to the nearest one-hundredth of one percent the sum of (1) one-half of the ratio which that town's aggregate pupil enrollment in the regional district schools on October 1 of the three fiscal years next preceding the beginning of the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all of the member towns on the same three dates and (2) one-half of the ratio, which the total of the assessed valuations used for the purpose of computing that town's tax rates for the three fiscal years preceding the fiscal year for which the apportionment is determined bears to the aggregate total of the three assessed valuations so determined for all the member towns.

For the apportionment of Capital Costs authorized by vote of the Committee after January 1, 2000, all such Capital Costs shall be allocated on the same basis as Operating Costs.

Provided, however, that the Committee shall consider the circumstances at the time of any proposed debt and may initiate, for acceptance by the member towns as provided in Section VI, an amendment to this Agreement calling for some other apportionment formula for the specific capital cost.

(C) APPORTIONMENT OF SPECIAL OPERATING COSTS

Special operating costs shall be apportioned to the member towns on the basis of the ratio which the enrollment of pupil hours of residents of each member town in courses described in paragraph 2 of Subsection IV(A) for the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in such courses from residents of all member towns on such dates. Enrollment in such courses shall be determined on the basis of those pupils enrolled in each of the said courses as of the first Tuesday after the first Monday of the week that said courses commence.

(D) APPORTIONMENT OF OPERATING COSTS

Operating Costs apportioned to each of the Member Towns for fiscal years commencing on and after July 1, 2000 shall be determined as follows:

- (1) The District shall determine its net allocation of Operating Costs, which shall be the District's total operating budget, net of any estimated state assistance for Operating Costs of the District and any other funds applied thereto. Operating Costs shall then be allocated to each of the Member Towns on the basis of each such Member Town's average enrollment in the District determined as of October 1 of each of the last three years immediately preceding the fiscal year for which such allocation is to be determined.

- (2) The District shall determine the allocation of Capital Costs with respect to indebtedness issued by the District after January 1, 1985 and prior to the July 1, 2000 of this amendment, as if such allocation had been made on the same basis as Operating Costs as set forth in paragraph one of this section (net of any estimated state assistance for Capital Costs). If the resulting calculation results in an allocation of these Capital Costs that differs from the calculation of the actual allocation of these Capital Costs otherwise called for by the terms of the Agreement in effect at the time that the indebtedness was issued, then the difference between the two calculations shall be added or subtracted, as appropriate, to each Member Town's allocated share of Operating Costs.

(D) TIMES OR PAYMENT OF APPORTIONED COSTS

a. Capital Costs

At least fifteen (15) days before the date on which any indebtedness (consisting of interest or principal and interest on bonds or notes) incurred by the District to finance capital costs is payable, each member town shall pay to the District its respective share of the amount which is so payable by the District on said date. All other capital costs not consisting of

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payments on account of indebtedness as aforesaid shall be paid in the same manner as operating costs.

b. Special Operating Costs and Operating Costs

Each member town shall pay to the District in each fiscal year its proportionate share, determined as provided in Subsections IV(C) and IV (D), of the special operating costs and operating costs. The annual share of each member town shall be paid in twelve (12) equal installments at such time that each installment except the first shall be paid on or before the first day of each month of the fiscal year, and the first such installment shall be paid on or before the fifteenth day of the first month of the fiscal year.

SECTION V: TRANSPORTATION

School transportation shall be provided by the Regional School District in accordance with the General Laws, and the cost thereof shall be apportioned to the member towns as an operating expense.

SECTION VI: AMENDMENTS

This Agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VIII), may be initiated by a majority vote of all the members of the Committee or by a petition signed by ten percent (10%) of the registered voters of any one of the member

Amended effective July 1, 2010
Amended effective February 13, 2014

towns. In the latter case, said petition shall contain at the end thereof a certification by the Town Clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or special town meeting called for this purpose, an article stating the proposed amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

SECTION VII: ADMISSION OF ADDITIONAL TOWNS

By an amendment of this Agreement adopted under and in accordance with Section VI above, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the Agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

SECTION VIII: WITHDRAWAL

The withdrawal of a member town from the District may be affected by an amendment to this Agreement in the manner hereinafter provided by this Section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such town may withdraw from the District, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District treasurer to the treasurer of the withdrawing town, including

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the full amount so certified for the year in which such withdrawal takes effect, and (2) that the said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness, and (3) that lease or leases on any schools leased to the District by the withdrawing town shall be terminated and the amendment providing for withdrawal of such town shall provide for any adjustments in the apportionment of payment of capital costs or payments to be made to the District on account of improvements made by it to the leased premises. The clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the Agreement (enclosed a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the Agreement setting forth such terms of withdrawal, as it deems advisable, subject to the limitation contained in the first paragraph of Section VI. The secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has drawn up an amendment to the Agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The Selectmen of each member town shall include in the warrant for the next annual or special town meeting called for this purpose, an article stating the proposed amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid. The withdrawing town's annual share of any future installment of principal and interest on bonds or notes outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made net prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in Subsection IV (B), or as may be otherwise provided in the amendment providing for such withdrawal.

Upon the effective date of withdrawal, the terms of office of all members serving on the Committee who reside in the withdrawing town shall terminate.

Money received by the District from the withdrawing town for payment of

Amended effective July 1, 2010
Amended effective February 13, 2014

funded indebtedness or interest thereon shall be used only for such propose and until so used shall be deposited in trust in the name of the District in the manner provided by law for the deposit of funds of regional school district.

SECTION IX: AUTHORIZATION OF DEBT

The incurring of indebtedness by the District, other than temporary debt in anticipation of revenue, shall be authorized pursuant to the provisions of Chapter 71, Section 16(d), of the General Laws and this Section IX, and no such debt shall be incurred unless written notice of the amount of the debt and the general purposes for which it was authorized shall be given to the board of selectmen of each member town, nor until the expiration of sixty days from the date on which the Committee votes to authorize said debt. If, during said sixty-day period, any member town holds a town meeting for the purpose of expressing approval or disapproval of the proposed indebtedness and less than two-thirds of the voters present and voting at said meeting vote to approve the amount of the indebtedness authorized by the Committee, such debt shall not be incurred.

SECTION X: BUDGET

Not less than thirty days prior to the date on which the Committee adopts its final budget for the ensuing fiscal year, the Committee shall annually prepare a tentative operating and maintenance budget including therein provision for any installment of principal or interest to become due in such year on any bonds, notes or other evidence of indebtedness of the District. The said budget shall be in reasonable detail, including the amounts payable under the classification of expenses as recommended by the Massachusetts Department of Elementary and Secondary Education. Copies of such tentative budget shall be mailed to the chairman of the

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finance or advisory committee and the chairman of the board of selectmen of each member town. Additional copies of such tentative budget shall be made available at the office of the Superintendent of Schools of the District for examination by the public during normal business hours.

Not later than fifteen days following the date on which copies of the tentative operating and maintenance budget are mailed to the chairman of the finance and advisory committee and the chairman of the board of selectmen of each member town as aforesaid, the Committee shall hold a public hearing with in the District, after posting in at least two public places in each member town, at least seven (7) days in advance of the hearing, a notice stating the time, place and purpose of the hearing and giving such further notice as may be required by law. At such hearing, the Committee shall adopt an annual operating and maintenance budget on or before the latest date therefore permitted by law, but in no event later than March 31. Said budget shall include debt and interest charges and other capital costs as separate items, for the ensuing fiscal year, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Subsection (B), (C) and (D) of Section IV. The amounts so apportioned to each member town shall, not later than thirty days following adoption of the final annual budget, be certified by the District treasurer to the treasurer of such member town, and each member town shall, at its next annual town meeting, appropriate the amounts so certified to it.

The District shall in each month mail to the chairman of the finance or advisory committee and the chairman of the board of selectmen of each member town a copy of its more recent monthly financial statement.

SECTION XI: TUITION STUDENTS

The Committee may accept for enrollment in the regional district schools pupils from towns other than the member towns on a tuition basis and on such terms as it may determine. Income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV (D) to the member towns.

SECTION XII: EMPLOYMENT OF TEACHERS

Any teacher whose position is superseded by reason of the establishment and operation of the District and is serving at the discretion (tenure) of a local school committee of a member town on the June 1 next preceding the year in which the District assumes jurisdiction of the pupils in the grades being taught by such teacher, shall be employed by the Committee to serve at its discretion (on tenure). Any teacher in any of the grades from Pre-Kindergarten through Grade Twelve who is employed by a local school committee of a member town on the June 1 next preceding the year in which the District assumes jurisdiction of the pupils in the grades being taught by such teacher, shall be given preferred consideration for a similar position in the District schools to the extent that such positions exist.

SECTION XIII: EFFECTIVE DATE AND JURISDICTION

This amended Agreement shall take effect upon the affirmative vote of each of the Towns of Hamilton and Wenham at town meeting held in each such town, and shall thereupon supersede the District Agreement executed as of May 2, 1959, as amended through 1995 and in 2000. This Amendment shall become effective on July 1, 2010, providing that this Amendment has been approved by the Committee, accepted by the Member Towns, and approved by the Commissioner of Elementary and Secondary Education.

McKibben Demographic Research, LLC

March 29, 2017

Dr. Michael Harvey, Superintendent
Hamilton-Wenham Regional School District
5 School St.
Wenham, MA 01984

Dear Dr Harvey:

Please consider this letter a proposal for the following demographic work to be completed for the Hamilton-Wenham Regional School District. The work will include the following:

1. Population estimates/forecasts for the years 2015, 2020 and 2025 by age, sex, and total population for the town of Hamilton, the town of Wenham and the Hamilton-Wenham Regional School District.
2. Enrollment forecasts by grade for the years 2017-2018 to 2026-2027 inclusive, by grade for the town of Hamilton, the town of Wenham and the Hamilton-Wenham Regional School District.
3. One written report summarizing the methodology, assumptions, and historical patterns used in the calculations of the forecasts; and the results of the forecasts. Analysis of the demographic characteristics of the school district and its attendance areas, concentrating on age structure, housing composition, migration patterns, family size, district home sales and household structure.

The cost of this project will be \$4,000. This price includes all travel and materials expenses. If the school district would like to have a presentation of the forecast results there will be an additional \$900 charge. The project will be completed within 6 weeks of approval of contract or an agreed upon date.

If this proposal meets with your approval, we can begin work upon notification and receipt of five (5) previous years of enrollment data by grade by town, including the October 2016 ADM enrollment numbers. If you need additional information, please do not hesitate to contact me. Thank you for considering us for this project.

Sincerely,

Jerome N. McKibben Ph.D.
Senior Demographer

BOARD OF SELECTMEN MEETING

May 16, 2017

NEW BUSINESS

G.

Direct Energy Contract Renewal

- Memo regarding Direct Energy Contract Renewal from Peter Lombardi, Town Administrator, May 12, 2017
- Pricing Confirmation No. 4 PowerOptions Participant Agreement for the Sale and Purchase of Electricity between Direct Energy Business, LLC and the Town of Wenham, April 18, 2017
- Draft Motion



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

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

MEMORANDUM

TO: Selectmen
FROM: Peter Lombardi, Town Administrator
RE: Direct Energy Contract Renewal
DATE: May 12, 2017

Our 2 year contract with Direct Energy is set to expire this coming August. Electricity pricing through their Power Options program varies on a daily basis based on market conditions. Under the terms of our current contract with Direct Energy, our rate is .09857/kwh. Due to recent increases in generation capacity charges through ISO New England, we anticipate our rates to increase by approximately \$.01/kwh – returning to close to what they were before this most recent extension. Given our annual usage volumes (600,000+ kwh), the Selectmen are the signatory authority for this contract (approximately \$60k/year). I would request that the Board authorize me to execute a 2 year extension to our current contract with Direct Energy on behalf of the Board sometime in the next two months, so that I have discretion to lock in at the best daily rate available.

Exhibit B

PRICING CONFIRMATION NO. 4
POWEROPTIONS® PARTICIPANT AGREEMENT FOR
THE SALE AND PURCHASE OF ELECTRICITY
BETWEEN Direct Energy Business LLC AND Town of Wenham

This Pricing Confirmation No. 4, dated as of April 18, 2017, under the PowerOptions® Participant Agreement for the Sale and Purchase of Electricity (collectively, the "Agreement") currently in effect between Town of Wenham ("Participant") and Direct Energy Business, LLC ("Supplier") effects Participant's exercise of a Fixed Pricing Option. Participant and Supplier agree and confirm as follows:

1. Definitions. Unless otherwise defined herein, initially capitalized terms used herein shall have the meanings ascribed to them in the Agreement.
2. Confirmation. The Contract Price under the Agreement shall be determined in accordance with Attachment 1 hereto, effective during the Supply Period indicated on Attachment 1.
3. ICAP Tag Reduction Program. If checked here, Participant agrees to participate in the ICAP Tag Reduction Program.
4. Full Force and Effect. All terms and provisions of the Agreement shall remain unchanged and in full force and effect, and nothing herein contained shall operate to release either party or Ultimate Parent from its obligations under the Agreement.
5. Binding Effect. This Pricing Confirmation shall be binding upon and inure to the Parties and their respective successors and assigns. This Pricing Confirmation may be executed in counterpart.

Dated as of the date first set forth above.

Town of Wenham

Direct Energy Business LLC

By _____
Name:
Title:

By _____
Name:
Title:

BOARD OF SELECTMEN MEETING

May 16, 2017

DRAFT MOTION

Direct Energy Contract Renewal

- Vote: I move the Board of Selectmen approve the Direct Energy 2 Year Agreement put forth by Power Options; and further authorize Peter Lombardi as the Wenham Town Administrator to execute the agreement on behalf of the Board.

Seconded / Discussion / Vote

BOARD OF SELECTMEN MEETING

May 16, 2017

NEW BUSINESS

H.

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

(Discussion Only)

JW

BOARD OF SELECTMEN MEETING

May 16, 2017

**OPEN SESSION MINUTES
DRAFT MOTION**

- Vote: I move to **approve** the Joint Board of Selectmen and Finance & Advisory Committee meeting minutes of:

March 27, 2017 – Warrant Hearing

Seconded / Discussion/ Vote

DRAFT

TOWN OF WENHAM
Warrant Hearing for the 2017 Annual Town Meeting
Finance & Advisory Committee
Board of Selectmen
Meeting of March 27, 2017
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Committee members, a Joint meeting of the Finance & Advisory Committee and Board of Selectmen was held on Monday, March 27, 2017 at 7 PM in the Selectmen's Meeting Room.

1. Call Meeting to Order

With a quorum present, Chairman Lucy, called the meeting to order at 7:03 pm.

Committee members present: Michael Lucy, Chair; Alex Begin; Rick Quinn; Michael Therrien

Not present: Ned Flynn

Also present: Peter Lombardi, Town Administrator; Leslie Davison, Finance Director/Treasurer-Collector; Town Moderator Trudy Reid; Jacki Bresnahan, Permitting Coordinator/Special Projects Assistant

Selectmen present: John Clemenzi, Jack Wilhelm, Catherine Harrison

Town Counsel, Attorney Lauren Goldberg, K & P Law

Public Information

The meeting was recorded with permission by HWCAM.

Meeting Packet 3.27.17

2. Open Warrant Hearing - Chairman Lucy opened the Warrant Hearing for the Annual Town Meeting on April 1, 2017.

3. Warrant Presentation

The hearing was open for questions and comments from the public during the presentation.

Total FY18 Budget: \$17,855,477- (increase of \$574,312 over FY17)

Projected Excess Levy Capacity: \$6,554

Projected tax rate assuming level valuation: \$18.87 per thousand (increase of \$.54 / 2.94%)

Total Property Valuations in Wenham - \$782,524,552

Projected Local Receipts: Increase of \$70,637

Projected Net Unrestricted General Government Aid: Increase of \$16,686

Recommended Use of Free Cash to balance the operating budget: \$750,000 (same as FY17)

(If approved) the balance of unappropriated free cash is \$405,147

Town Expense Summary: Expenditure- \$3,609,157 and includes increases specifically in:

Refuse Collection & Disposal contract: \$125,000

Employee Health Insurance: \$45,000

Regional Retirement Assessment: \$70,000

Salaries total budget: \$4,055,439. This is an increase of \$99,661 (2.52%)

Decrease - Capital \$149,651- decrease of \$9,349

School Expense Summary – Total Budget: \$8,622,784

HWRSD & Essex Technical – Increase of \$407,227 (4.54%)

HWRSD: Increase \$437,000 - with \$569,000 applied in one time Excess/Deficiency

HWRSD: Increase \$314,000 of due to enrollment shift increase to Wenham by 3/Hamilton decreased by 33

Efforts were made by reducing costs:

\$238,274 eliminated Town Expenses

\$234,000 of Town expenses funded through other available funds i.e. Free Cash/overlay surplus

Warrant Hearing 3.27.17

DRAFT

Of the \$574,312 budget increase, 29.09% - municipal expenditure / 70.91% related to regional and vocational schools

Article 1: Budget Appropriations

Mr. Lucy read each line item.

Consent Agenda: Financial Articles 2 –7 for routine annual transfers or actions

Article 2: Use of Free Cash to Balance the Budget and Level the Tax Rate (\$750,000)

Article 3: Cemetery & Other Trust Funds

Article 4: Cemetery Maintenance Fund Transfer

Article 5: Use of Free Cash to Fund OPEB Trust Fund (\$30,000 from Free Cash)

Article 6: Road Work – chapter 90 Funding

Article 7: H-W Grounds Maintenance Revolving Fund

Article 8: Funding for Fy 2018 Capital Improvement Program (\$141,000 from FY 2016 Free Cash)

Article 9: Funding for Compliance with New Federal Stormwater Regulations (\$45,000 from FY 2016 Free Cash)

Article 10: Creation of and Appropriation to New Iron Rail Rental Revolving Fund (\$20,000)

Article 11: Use of Overlay Reserve to Fund Final Phase of Assessors' Measure and List Project ((\$22,000)

Article 12: CPA Appropriations

Harriet Davis Chair of the Community Preservation Commission spoke to this article that asks town meeting to vote on the grants. She noted no applications have been made for open space or affordable housing; sizable grants have been made for recreation (pool) and historical (annual interest of town hall renovation).

Four applications were recommended for consideration at Town Meeting.

All grants are recommended to be funded from the Fund Balance:

1. Open Space Committee – Consultant \$24,000
2. Historical – Town Hall renovation debt service - \$135,450
3. Recreation – Buker School Playground - \$20,000
4. Recreation- Richard Brown Memorial Playground at Pingree Park - \$40,000

Transfer to Budgeted Reserve -\$ 307,500 (Funds in Budgeted Reserve are available for expenditure in Fy 18)

The total balance of the Budgeted Reserve fund, pending this approval - \$2,340,000.

Article 13: Amend Senior Citizen Property Tax Work Off Program – Increase the cap from \$1,000 to \$1,500

Article 14: Veteran's Exemption extended to Spouses

Article 15: Bylaw Amendment: Collection of Delinquent Local Taxes, Fees, Assessment, and Betterments due to the Town.

Article 16: Bylaw Amendment: Civil Fingerprinting for Criminal History Checks

Article 17: Modification to Collector demand Fees – Increase \$5 to \$15

Article 18: Bylaw Amendment: Solicitor Licenses: Separate \$20 processing fee in addition to the \$50 fingerprinting fee

Article 19: Citizen Petition: Joint Committee to Study the Potential Acquisition of Property on Longmeadow Way in Hamilton. These parcels are adjacent to the Hamilton Wrenham Regional School campus.

Article 20: Election of Town Officers

Mr. Lombardi and Ms. Bresnahan and staff were commended for their work on the fee study noting the Finance Committee found this information very useful.

The Warrant Hearing was closed.

4. Other matters, as may not have been reasonably anticipated by the Chair (discussion only). There were none.

5. Adjournment - The Finance Committee unanimously adjourned at 7:50 pm

Respectfully Submitted By

Catherine Tinsley

3.30.17