



TOWN OF WILMINGTON

121 Glen Road Street | Wilmington, MA 01887  
Tel: (978)-658-3311 Fax: (978) 978-658-3334



WILMINGTON PUBLIC SCHOOLS

161 Church Street | Wilmington, MA 01887  
Tel: (978) 694-6000 Fax: (978) 694-6005

September 22, 2023

TO: Select Board  
School Committee

RE: Recommendations for Relocation of Voting Precincts 3 & 4

With the closure of the Wildwood School Early Childhood Center in January 2022 elections could no longer be conducted in that building. During the 2022 state elections residents in Precinct 3 voted at the Boutwell School and residents in Precinct 4 voted at the Town Hall. The extra precinct at each location led to parking and traffic flow challenges and longer voter lines at each polling place. It is clear that a third location is needed for Precincts 3 & 4.

We believe that utilizing the High School gymnasium to host Precinct 3 and Precinct 4 voters for the March 5, 2024 Presidential Primary, the April 27, 2024 local elections, the September State Primary and the November 5, 2024 Presidential Election is a workable solution. School is proposed to remain in session throughout the district on March 5<sup>th</sup> except for the Boutwell School. Since parking is limited near the Boutwell School, not having the approximately 40 teachers and other staff at the school will free up parking for voters. Additionally, the closure will address safety concerns about having members of the public in the school throughout the day with the youngest students in classrooms. Use of the high school is expected to be a temporary measure. Following the 2024 election cycle, polling locations will be re-evaluated to determine whether polling can be hosted at the new Town Hall/School Administration Building which is expected to be open in July/August 2025.

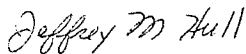
During the presidential primary and state primary, when the high school will be in session, voters will only be permitted to enter the building through the events entrance at the rear of the high school. Divider stanchions will be placed in the corridor from the entrance through the cafeteria creating a "lane" for voters to enter and exit the gymnasium and a "lane" for students and school staff entering or exiting the cafeteria. Police personnel will be present at the events entrance to the high school to direct and monitor the flow of voters. The majority of the Adams Street parking lot will be set aside for voter parking with some parking available for high school staff. The Swain parking lot will also be made available for high school staff parking. In an effort to fully accommodate parking for high school staff during these two dates it is expected that student parking at the Swain parking lot will be restricted or possibly eliminated.

Since local elections take place on the fourth Saturday of April schools will not be in session, including the high school. Voting at the three polling locations – Town Hall, the Boutwell School and the high school can proceed without impacts to school district schedule.

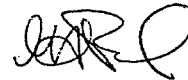
The Secretary of the Commonwealth has not yet confirmed the date of the state primary but historically it is the first Tuesday following Labor Day which would be September 3, 2024. To accommodate voting at the Boutwell School it is proposed that classes not be held on that date for pre-kindergarten and kindergarten students in the district. Classes for all other grade levels can be held. Once again this would provide for adequate parking for voters at the Boutwell School and avoid the safety concerns. Given the location of the high school gymnasium, interaction between the public and school students would be limited.

This plan proposes a school closure districtwide on November 5, 2024. The presidential election is expected to draw a large voter turnout throughout the day. This approach will ensure adequate parking for voters at the Boutwell School and the high school while also avoiding security concerns.

It will be important to notify residents living in the two precincts affected by this change early and regularly leading up to the elections. Taking action to endorse this change will enable Town Clerk Beth Lawrenson to begin the notification process before the end of calendar year 2023. The recommendation is for the School Committee to endorse use of the high school for Precincts 3 and 4 at your September 27, 2023 meeting and that the Select Board authorize the change in voting location at your October 10, 2024 meeting.

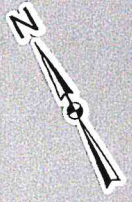


Jeffrey M. Hull  
Town Manager



Glenn Brand, Ed.D.  
Superintendent of Schools

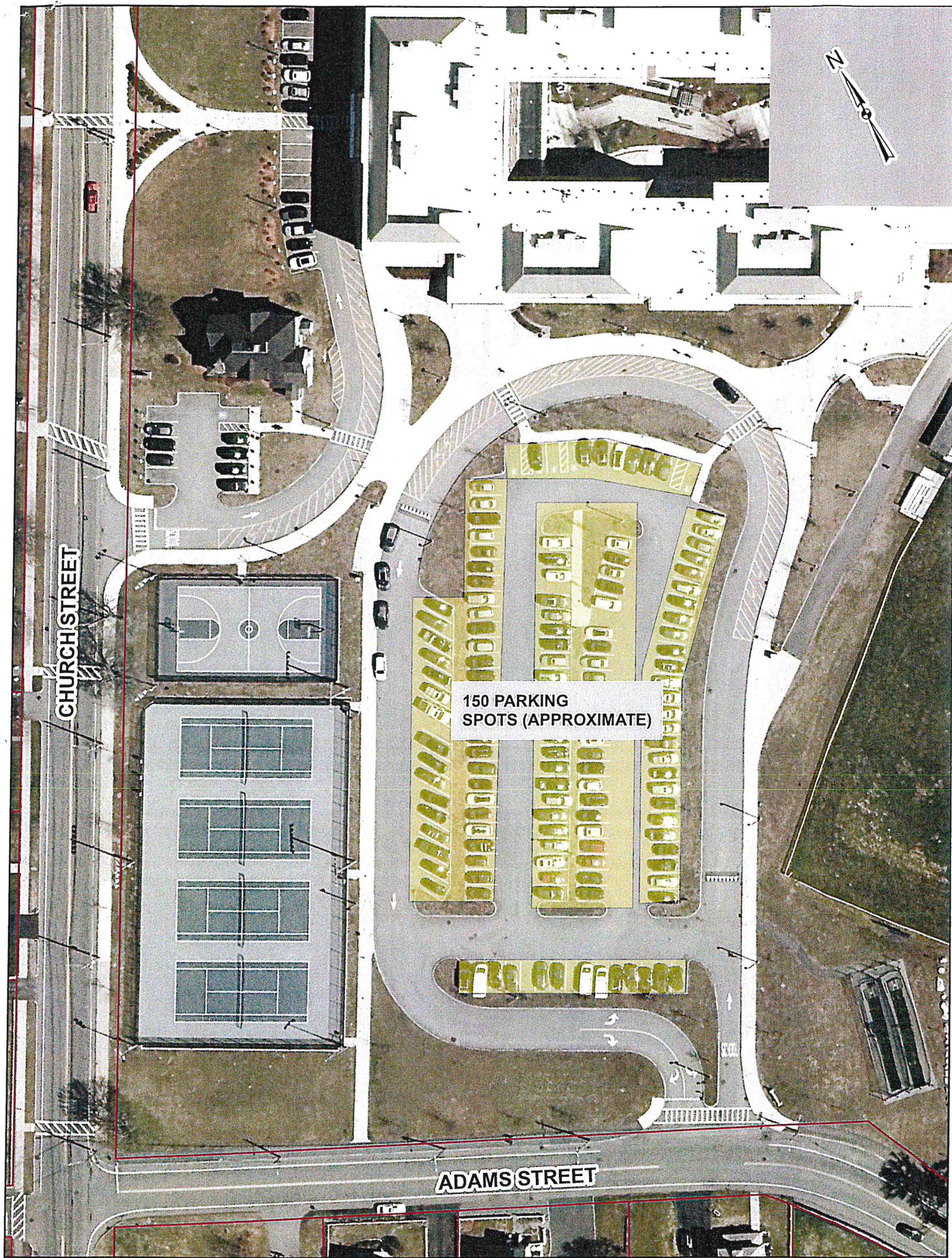
cc: Susan Inman, Assistant Town Manager/Human Resources Director  
Elizabeth Lawrenson, Town Clerk  
Paul Ruggiero, Assistant Superintendent of Administration and Finance



CHURCH STREET

ADAMS STREET

150 PARKING SPOTS (APPROXIMATE)





SCHOOL STREET

150 PARKING SPOTS (APPROXIMATE)

MIDDLESEX AVENUE



## Beverly Dalton

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**From:** Jeff Hull  
**Sent:** Tuesday, September 12, 2023 8:39 AM  
**To:** Susan Inman; Beverly Dalton; Penni Dudley; Karen Rassias; Bryan Perry; Shelly Newhouse; Al Spaulding; Valerie Gingrich; Brett Sawin; Tina Stewart; Terri Marciello; George Hooper; Joseph Desmond; William Cavanaugh; Jamie Magaldi; Lou Cimaglia; John O'Neil; Beth Lawrenson  
**Subject:** Temporary Town Manager

Good morning,

Last evening the Select Board voted to authorize use of a recruiting consultant to assist the Town Manager Screening Committee with their work. The screening committee will meet on September 14<sup>th</sup> to discuss a scope of work to guide them through the recruitment of a permanent town manager. The work of identifying a temporary town manager has been referred back to the Select Board. The Board has also directed me to convey an invitation to each of you to send an email or letter of interest to the Board if you would like to be considered for the temporary town manager position. You should direct your communication to Gary DePalma, Board Chair. Emails in this regard should be directed to the Beverly by or before Wednesday, September 20<sup>th</sup> @ 4:30 pm.

It is my understand that the Board plans to address the temporary town manager position at their September 25<sup>th</sup> meeting and may wish to meet with those of you who are interested in this temporary post. Let me know if you have any questions.

Jeff

Jeffrey M. Hull  
Town Manager  
Town of Wilmington  
121 Glen Road  
Wilmington, MA 01887  
978-658-3311

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## Beverly Dalton

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**From:** William Cavanaugh  
**Sent:** Thursday, September 14, 2023 9:24 PM  
**To:** Beverly Dalton  
**Subject:** Temporary Town Manager

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Gary DePalma  
Chairman  
Board of Selectmen

Re: Temporary Town Manager

Chairman DePalma,

Please accept this correspondence as my letter of interest in the Temporary Town Manager position. As Mr. Hulls career comes to a close on October 31, 2023, the Town enters into a critical time, which is setting the budget for the next fiscal year. Mr. Hull has done a tremendous job in the past balancing the wants and needs of Departments and has consistently delivered a well thought out budget. I would hope to do the same.

Besides the budget, there are multiple bargaining groups that are either currently out of contract or will be come June 30, 2024. This means that letters of request to enter successor bargaining will be forthcoming from those groups that will be coming to the end of their term. Having a Temporary Town Manager that has a working knowledge of these Unions and understands the "bigger picture" while bargaining with these groups will be essential to either settling contracts or setting up the permanent Manager to be in an advantageous position when they take over.

There is also the daily business of the Town that still needs to be done. Be it contracts with vendors, legal issues, personnel issues, or meetings with residents, those functions cannot be interrupted. Intimate knowledge of Town policies and past practices will be vital to keeping things moving smoothly.

I am willing to take the additional responsibilities of leading the Town while a permanent Town Manager search is in progress. I have the relationships with both employees and residents to keep us moving forward after Mr. Hull retires. Should the Board be inclined to have a conversation about my interest in this position, please let me know.

Respectfully,  
William F. Cavanaugh, III  
Chief  
Wilmington Fire Department  
978-658-3346

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## Beverly Dalton

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**From:** John O'Neil  
**Sent:** Tuesday, September 12, 2023 8:53 AM  
**To:** Selectman Gary DePalma; Beverly Dalton  
**Subject:** Town Manager opening

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning Chairman DePalma,

Thank you for the opportunity but at this time, I do not hold interest in pursuing the Town Manager position nor am I able to take on the Temporary position. If there is anything that I can do to assist the Board or the Screening Committee in this process and search, please do not hesitate to reach out.

Thank you,

John O'Neil  
Director of Information Technology  
Town of Wilmington  
[joneil@wilmingtonma.gov](mailto:joneil@wilmingtonma.gov)  
[itsupport@wilmingtonma.gov](mailto:itsupport@wilmingtonma.gov)

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**From:** Jeff Hull <jhull@wilmingtonma.gov>  
**Sent:** Tuesday, September 12, 2023 8:39 AM  
**To:** Susan Inman <sinman@wilmingtonma.gov>; Beverly Dalton <bdalton@wilmingtonma.gov>; Penni Dudley <pdudley@wilmingtonma.gov>; Karen Rassias <krassias@wilmingtonma.gov>; Bryan Perry <bperry@wilmingtonma.gov>; Shelly Newhouse <boh@wilmingtonma.gov>; Al Spaulding <aspaulding@wilmingtonma.gov>; Valerie Gingrich <vgingrich@wilmingtonma.gov>; Brett Sawin <bsawin@wilmingtonma.gov>; Tina Stewart <tstewart@wilmlibrary.org>; Terri Marciello <tmarciello@wilmingtonma.gov>; George Hooper <ghooper@wilmingtonma.gov>; Joseph Desmond <jdesmond@wpd.org>; William Cavanaugh <wcavanaugh@wilmingtonma.gov>; Jamie Magaldi <jmagaldi@wilmingtonma.gov>; Lou Cimaglia <lcimaglia@wilmingtonma.gov>; John O'Neil <joneil@wilmingtonma.gov>; Beth Lawrenson <blawrenson@wilmingtonma.gov>  
**Subject:** Temporary Town Manager

Good morning,

Last evening the Select Board voted to authorize use of a recruiting consultant to assist the Town Manager Screening Committee with their work. The screening committee will meet on September 14<sup>th</sup> to discuss a scope of work to guide them through the recruitment of a permanent town manager. The work of identifying a temporary town manager has been referred back to the Select Board. The Board has also directed me to convey an invitation to each of you to send an email or letter of interest to the Board if you would like to be considered for the temporary town manager position. You should direct your communication to Gary DePalma, Board Chair. Emails in this regard should be directed to the Beverly by or before Wednesday, September 20<sup>th</sup> @ 4:30 pm.

It is my understand that the Board plans to address the temporary town manager position at their September 25<sup>th</sup> meeting and may wish to meet with those of you who are interested in this temporary post. Let me know if you have any questions.

## Beverly Dalton

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**From:** George Hooper  
**Sent:** Monday, September 18, 2023 2:03 PM  
**To:** Beverly Dalton  
**Subject:** Interest in the Position of temporary town manager

Good afternoon Chairman DePalmer,

I received the email from the town manager conveying the invitation to all department heads who may have an interest in serving as temporary town manager once the position is vacated.  
Please accept this email as my letter of interest to be considered for the temporary position of town manager.

Thank you for your consideration,

George Hooper  
Superintendent of Buildings  
Town of Wilmington  
W: 978-658-3017  
F: 978-658-6506



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## **Beverly Dalton**

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**From:** Joseph Desmond  
**Sent:** Wednesday, September 20, 2023 8:12 AM  
**To:** Selectman Gary DePalma  
**Cc:** Beverly Dalton  
**Subject:** Temporary Town Manager

Dear Mr. Chairman,

I would like to put my name in for consideration for Temporary Town Manager. I understand there are many qualified department heads who would do their best. I believe an internal candidate could best assist with the coming transition. Let me know if you would like a formal letter and I will forward it.

Thank you.

Chief Joseph Desmond  
Wilmington Police Department  
1 Adelaide St  
Wilmington MA  
978-658-5071

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# Susan L. Inman

July 19, 2023

Select Board  
Town of Wilmington  
121 Glen Road  
Wilmington, MA 01887

RE: Temporary Town Manager Position

Dear Chair DePalma and Board Members,

I am writing to express my interest in the position of Temporary Town Manager. It would be advantageous to the town for me to work alongside Manager Hull to seamlessly step into his role and the budget process upon his retirement until a new manager is hired. I can offer the Town an early effort to gather and document information needed for a smooth transition to a new manager.

I have worked in Wilmington for over eighteen (18) months as the Assistant Town Manager/Human Resources Director. I have made many strong connections with employees, department heads, board/committee members, and residents during this time. I am responsible for a thirteen (13) million dollar insurance budget, including health, dental, vision, short-term disability, and long-term disability, in addition to property and casualty, workers' compensation, professional liability, and auto insurance. In the past year, I have written capital plan documents for Town Meeting preparation and presented my budget to the Finance Committee.

In the Human Resources portion of my job, I am proud of many accomplishments, most important the onboarding of 61 new employees over 18 months not including the work associated with promotions of existing employees as a result of retirements and vacancies. I have tackled sensitive issues, including new Vacation and Personal Time policies for non-union employees, the implementation of Technology Use and Social Media policies, the settlement of collective bargaining agreements based on salary study data, the development of Human Resources and Procurement website functions, and professional development of the Town's current

Letter of Interest to Select Board  
July 19, 2023  
Page 2

staff. My team secured a Sealer of Weights and Measures for the Town and successfully transitioned that process from the State to our office.

My qualifications include 14 years in the municipal sector culminating in my role as ATM/HR Director and over twenty years in the private sector, which led to my role as Assistant Vice President/Communications Manager of a global insurance brokerage in Boston. My educational background includes a Master of Public Administration from Suffolk, a Bachelor of Arts from Boston College, and an Associate Degree from Katharine Gibbs School. In addition, my education has been complimented by certifications, including MCPPO – Massachusetts Certified Public Purchasing Officer and SHRM–CP – Society of Human Resources Management— Certified Professional. I have also received several certifications from various programs through the Mass Municipal Association, including the SLDP- Supervisory Leadership Development Program, a Certificate in Municipal Finance Management, and a Certificate in Local Government Leadership and Management.

I believe my success in Wilmington has been based on a few simple things – knowledge, ability to learn quickly, honesty, and respect for others. Maintaining positive relationships with this board and my colleagues within the Town is very important to me. My connection to the community through committee members and residents continues to grow. I love being part of Wilmington and plan to continue my career here. I would appreciate your consideration of appointing me as Temporary Town Manager.

I will support the Town in every way through this transition with confidence in my ability to build a team to meet the challenges facing Wilmington in the coming years.

Very truly yours,



Susan L. Inman

Assistant Town Manager/ Human Resources Director

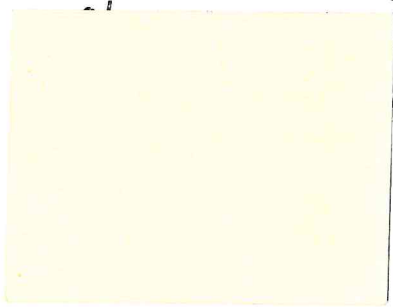
9-12-202

I DANIEL H. BALLOU JR do hereby petition  
the Town of WILMINGTON, MA. 01887 TO "Renam.  
The WOBURN STREET SCHOOL TO BE CALLED  
The "Richardson Elementary School".

Signee:

Daniel H. Ballou Jr - Resident.

Daniel H. Ballou Jr.



1887

9-12-2005

I DANIEL H. BALLOU JR. do hereby  
petition The Town of Wilmington, Ma. 01887 to Ren  
The Woburn Street School to be called;

The Richardson Elementary School as the  
Richardson Family of Woburn street and residents  
the town for many years made many contributions  
our town. The Richardson's gave as a "gift" to the  
Town their working Farm and many acres of land  
that could've been easily rezoned and developed by  
builders developing new roads, adding to traffic and  
greater demands for town services. Their gift is  
a value to the town in the area of millions of  
dollars that they gave up. by giving their property  
as a "gift" to the town. Other benefits the  
community received was that the area's neighbors  
youth learned Agricultural skills and received jobs  
the farm. The learning of Agricultural skills is  
consistent with "Education" thus it makes sense to  
rename a school after the family that <sup>gave</sup> so much to  
their community. It is consistent. In appreciation  
for the Richardson Family contribution in the area  
Education and of preserving and maintaining the  
New England character of our town and our community.  
I petition, and ask for the Town's approval

Thank you!

Sincerely,

Daniel H. Ballou Jr.

1 Chandler Road Wilmington, Ma. 01887



Town of Wilmington  
Office of the Town Manager  
121 Glen Road  
Wilmington, MA 01887-3597

PHONE: (978) 658-3311

FAX: (978) 658-3334

TTY: (978) 694-1417

*WWW.WILMINGTONMA.GOV*

September 20, 2023

Jay Doherty, Chief Executive Officer  
Cabot, Cabot & Forbes  
185 Dartmouth Street  
Boston, MA 02116

Dear Mr. Doherty:

The Select Board recently met to consider your August 4, 2023 communication concerning the Sciarappa property located at 333 Andover Street in Wilmington. The Board appreciates your interest in pursuing further discussions with them about potential development of the property.

As you know, the Town has a long history of interest in this property extending back to the 1990s. Multiple communications with representatives of the property owners have taken place over the years with the intention of reaching an amicable arrangement to acquire the property. The Select Board continues to believe that this property presents the opportunity to address many public purposes including a fire substation, athletic fields, a recreational facility, walking trails and open space.

After considering your letter, the Board continues to believe that the best course of action to address those public purposes is to acquire the property in its entirety. With that goal in mind, the Select Board respectfully declines your offer to engage in further discussions about development of the property.

Sincerely,

Jeffrey M. Hull  
Town Manager

cc: Select Board  
Mark Reich, Town Counsel

**re: RFP - SEARCH FIRM TO ASSIST WITH TOWN MANAGER RECRUITMENT**

Robert G. Peterson, Jr. <rpeterson@wilmingtonma.gov>

Wed 9/20/2023 2:38 PM

To: Selectman Gary DePalma <gdepalma@wilmingtonma.gov>

Cc: Jeff Hull <jhull@wilmingtonma.gov>

 1 attachments (62 KB)

Wilmington Town Manager Screen Committee\_DRAFT RFP - Consultant .docx;

Mr. DePalma,

I hope this email finds you well.

As you are aware, it was the consensus of the Select Board and the Town Manager Screening Committee that we procure the services of a consultant to assist with the recruitment of a new Town Manager to succeed Mr. Hull. As such, in anticipation of our meeting on Thursday, September 14, 2023, I reviewed Request for Proposals that have been used in the immediate past for the towns of Sudbury (represented by KP|LAW), Westford (represented by KP|LAW) and Berlin (represented by KP|LAW). I presented the Screening Committee with the RFP used in Westford, and after much discussion it was decided that our suggestion to the Select Board be that Wilmington use the same RFP with edits applicable to our municipality.

As such, I have taken the liberty, at the direction of the Screening Committee, to provide you with the RFP that we are suggesting be reviewed by Town Counsel and presented to your board for consideration at its meeting scheduled for September 25, 2023. Please note that the dates we have proposed are in accordance with similar RFP timelines that we reviewed. One thing I would note is that the RFP calls for the contract to be awarded at your regularly scheduled meeting of November 13, 2023. However, your board could call a special meeting to award a contract before that time so as to avoid a two week delay; I will leave that to you and your fellow Select Board Members.

If you have any questions and/or concerns, please feel free to contact me directly.

Sincerely,

Robert G. Peterson, Jr.

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**TOWN OF WILMINGTON  
Select Board  
121 Glen Road  
Wilmington, MA 01887**

**REQUEST FOR PROPOSALS # [       ]**

**SEARCH FIRM TO ASSIST WITH TOWN MANAGER RECRUITMENT**

**OVERVIEW**

The Town of Wilmington is seeking the services of a search firm or consultant to assist with the recruitment of a new Town Manager as our Town Manager is retiring on October 31, 2023. The Town Manager reports to a 5-member Select Board and is assisted in their work by an Assistant Town Manager and a dedicated team of department heads and other municipal employees. The Town is also fortunate to be served by both elected and appointed volunteer Boards, Commissions and Committees who take an active role in the governance of the Town. Wilmington, a community of more than 22,900 residents, has an open Town Meeting form of government.

Following is the Scope of Services for the Town of Wilmington for consultant or executive recruitment services for the recruitment of a Town Manager.

**SCHEDULE AND TIMELINE**

The Request for Proposals (RFP) will be available in the Town Manager's Office, 121 Glen Road, Wilmington, MA 01887, after 8:00 AM on September 26<sup>th</sup>, 2023. The RFP will also be available on the Town's webpage at [INSERT]. Updates, amendments, or answers to questions to the RFP will be posted to the website, and proposers should check the website prior to submitting proposals.

Inquiries involving procedural or technical matters, and or questions related to the Request for Proposals shall be submitted in writing and received no later than three (3) business days prior to the time the proposals are due as stated in the advertisement, and must be addressed to: Robert G. Peterson, Jr., Chairperson of the Town Manager Screening Committee, at [rpeterson@wilmingtonma.gov](mailto:rpeterson@wilmingtonma.gov), and cc'd to John Doherty, Vice-Chairperson of the Town Manager Screening Committee, at [jdoherty@wilmingtonma.gov](mailto:jdoherty@wilmingtonma.gov), who will coordinate with the Select Board Chair and respond as appropriate.

Proposals will be received until 11:00 a.m. (EST) on Wednesday October 18<sup>th</sup>, 2023 as detailed below under PROPOSAL SUBMITTAL.

Interviews with selected proposers may be scheduled October 23<sup>rd</sup> – 27<sup>th</sup>, 2023.

Contract award is anticipated at the Select Board meeting on November 13<sup>th</sup>, 2023.



## **SCOPE OF WORK**

The Town of Wilmington seeks proposals from executive search consultants experienced in recruiting municipal executives in Massachusetts to assist the Town in recruiting highly qualified candidates to serve as Wilmington's next Town Manager.

The Consultant shall work with the Select Board and the appointed Town Manager Screening Committee (the "Screening Committee" – a nine-person committee as appointed by the Select Board) to actively source, recruit, evaluate suitability of, interview and refer qualified candidates to the Town of Wilmington for the position of Town Manager.

The scope of work will include, but not be limited to, a process which includes the following:

- Consultant shall assist the Select Board and Screening Committee in establishing selection criteria for evaluating Town Manager candidates.
- Consultant shall work with the Select Board and Screening Committee to develop descriptive documents for prospective candidates. The descriptive documents shall include background statements, skills, attributes and expectations regarding the Town Manager position for prospective candidates as well as marketing information regarding the Town for distribution to prospective candidates.
- Consultant shall conduct networking and other search activities to generate a diverse pool of highly qualified prospective candidates who meet the Select Board and Screening Committee selection criteria. Consultant shall prepare advertising for the position and assist in the selection of media for publication. Consultant shall focus on identifying potential candidates and screening them for suitability with the Town of Wilmington.
- Consultant shall work with the Select Board and Screening Committee to review resumes of qualified applicants, schedule interviews with the Screening Committee and then, with finalists, with the Select Board. Consultant shall provide training and guidance to the Screening Committee and Select Board in areas of human resources best practices and legal requirements and instructions applicable through the process as necessary.
- Consultant shall check references on finalists, extend the offer of employment, review benefits, and generally assist in the hiring process in ways and at the times requested by the Select Board or Screening Committee. The Select Board may designate a sub-group of Select Board members to negotiate the contract terms with the new Town Manager.
- Consultant shall provide sufficient notification to all candidates who applied but were not selected for initial interviews and, also for those interviewed but not offered the position. This will be done by providing a letter approved by and signed by the Select Board Chair thanking the candidates for their interest, but advising them they have not been selected.
- Consultant shall act at all times in an attentive, ethical, and responsible manner so as to represent the Town of Wilmington with the utmost concern for its interests, goals and image with candidates, other communities, and members of the general public.

- Consultant shall assist the Select Board, Senior Staff, and the Screening Committee in soliciting community input and feedback regarding the traits and management style desired in a new Town Manager. This item shall include assistance in developing the process for soliciting opinions, creating vehicles for eliciting stakeholder feedback and compiling results and publishing conclusions. Consultant will present a written report to the Screening Committee with findings and recommendations from stakeholder interviews and other information gathering efforts.
- Consultant shall work with the Select Board and Screening Committee to formulate a timeline for candidate interviews with the Screening Committee, Finalist interviews with Select Board and the date on which the Select Board will extend the job offer to a qualified candidate.

The Select Board reserves the right to not hire any of the candidates provided by the Consultant, and/or hire a candidate not recommended or provided by the Consultant.

**PROPOSAL SUBMISSION REQUIREMENTS**

Failure to submit documents requested may result in the Town's determination that a proposal is non-responsive unless the Town deems such a failure to be a minor informality.

There are two components to the Proposal to be provided separately:

- A) **Technical Proposal**, including information about the proposer, references, and the services to be provided; and
- B) **Price Proposal**, including a fixed price fee for services to be rendered under the terms of the contract.

A) **TECHNICAL PROPOSAL**

The following documentation must be contained in the Technical Proposal to prove responsiveness to each required element. Technical Proposals received without the required documentation for each required element may be deemed unresponsive. Technical Proposals must be arranged in the order specified below, with responses and documentation separated by tabs or index dividers. Each page of the Technical Proposal must contain a footer with the page number.

Required Elements of the Technical Proposal:

- Table of Contents, showing where required information can be found by section and page.
- Letter of Interest, including the firm's history and the name of the principal or "lead consultant" who will be assigned to work directly with the Town on this search. Proposers are directed to note that the contract will require that the same principal or "lead consultant" be assigned to this contract for the duration of the search process, through and including the hiring of a Town Manager for the Town of Wilmington.
- An Organizational Chart, if the Proposer is a firm or corporation, indicating the name and position of all consultants who will work with the Town on this search. If the Proposer is not a firm or corporation, the Proposer should so state in this section.

- Current Resume(s), including summaries of credentials and number of years of experience providing executive municipal search services for the lead consultant assigned to Wilmington and any additional consultants who will be assigned to work with the Town on this search.
- Description of the Proposer's approach and plan for performing services outlined in the scope of work (see above), including:
  - Description of how the Proposer will specifically identify and target the needs of the Town in the search for a new Town Manager;
  - Description of the consultant's approach to ensuring community involvement and input;
  - Description of proposed candidate recruitment strategies;
  - Description of the consultant's proposed implementation plan;
  - Proposed timeline with specific milestones;
  - List of recent contracts, including name, address and telephone number, of all communities for which the firm has provided similar Town Manager or Town Administrator search services during the past five (5) years and specific persons to contact;
  - References, for a minimum of three (3) comparable executive search projects completed in the past five (5) years;
  - Promotional material, including advertisements, brochures and other recruitment materials used in Town Manager/Town Administrator searches or promotional literature about the firm;
  - Signed Certificate of Non-Collusion (Included as Attachment A to this RFP);
  - Signed Certificate of Payment of Taxes (Included as Attachment B to this RFP); and
  - Signed Certificate of Corporate Authority (Included as Attachment C to this RFP).

**B) PRICE PROPOSAL**

- The Price Proposal form, included as Attachment D, must be completed and included as the proposer's Price. Proposer's price shall include the cost of any advertisements, solicitations, or other collateral materials associated with the recruitment effort and any other out of pocket costs associated with the project.
- The Price Proposal (one original copy) must be submitted without conditions or exceptions and must be submitted **under separate cover and in a sealed envelope**.
- Price Proposals shall remain in effect for a period of 60 (sixty) calendar days from the date of proposal submittal or until it is formally withdrawn, a contract is executed, or this Request for Proposal is canceled, whichever occurs first.
- Price Proposals submitted without the required form or including other conditions of pricing may be deemed non-responsive.

**PROPOSAL SUBMITTAL**

Technical and Price Proposals must be submitted in separate sealed envelopes and plainly marked as follows: "TECHNICAL PROPOSAL-Wilmington Town Manager Search", and "PRICE PROPOSAL-Wilmington Town Manager Search" along with the name of the consultant, consulting firm or executive recruiter clearly marked on both envelopes.

IF PRICES ARE INCLUDED WITHIN THE TECHNICAL PROPOSAL, THE PROPOSAL WILL BE DISQUALIFIED.

- Technical Proposals should be sealed in a separate envelope and must include one (1) original, six (6) hard copies, and one (1) electronic version on a flash drive.
- Price Proposals should be submitted in a sealed envelope and shall include one (1) signed original.

Both sealed proposals must be submitted together in one envelope or mailer and received in the Town Manager's Office no later than 11:00 a.m. (EST), October 18<sup>th</sup>, 2023.: delivered to:

Town Manager Executive Search Firm Proposal  
ATTN: Select Board  
Town Hall  
121 Glen Road  
Wilmington, MA 01887

E-MAILED AND/OR FAXED PROPOSALS WILL NOT BE ACCEPTED. It is the Proposer's sole responsibility to submit the proposal before the deadline, and the Town is not responsible for delays in deliveries, deliveries attempted when Town offices are closed, mistakes in deliveries, or any other reason for a proposal that is not submitted prior to the deadline.

In accordance with the provisions of M.G.L. c. 30B, § 5 and 9, the Select Board is the Awarding Authority, and reserves the right to waive any informality in any or all proposals, or to reject any or all proposals, if it is in the public's best interest to do so.

#### **EXAMINATION OF DOCUMENTS**

Each Proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Proposer shall be familiar with all submittal and RFP requirements before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

#### **EVALUATION OF PROPOSALS**

Technical Proposals will be opened and evaluated by the Select Board and/or its designees who will individually rate the proposals. Evaluation of Technical Proposals will be based on weighted, comparative criteria described in this section. The following scale will be used to evaluate each criterion, as well as to determine a composite rating for each proposal:

Highly Advantageous (3 points)  
Advantageous (2 points)  
Not Advantageous (1 point)  
Unacceptable (0 points)

### Proposer's Networking Strategies

**Highly Advantageous:** The Proposal provides more than three (3) examples of how the Proposer's established networks of professional municipal contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

**Advantageous:** The Proposal provides three (3) examples of how the Proposer's established networks of professional municipal contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

**Not Advantageous:** The Proposal provides fewer than three (3) examples of how the Proposer's established networks of professional municipal contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

**Unacceptable:** The Proposal does not include specific examples of networks the Proposer will use in the search and recruitment process.

### Proposer's Experience/Key Personnel

**Highly Advantageous:** The Proposer has five (5) or more years' experience in conducting successful executive searches with municipalities and other government or non-profit organizations, and during that period has concluded at least three (3) successful searches for a Town Manager/Town Administrator in Massachusetts, one of which must have been for a municipality of similar size and demographics to Wilmington. The Proposer's lead consultant has more than five (5) years' experience conducting Town Manager/Town Administrator searches in Massachusetts.

**Advantageous:** The Proposer has at least three (3) years' experience in conducting successful executive searches with municipalities, government and other non-profit organizations, and during that period has concluded at least two (2) successful executive searches for a Town Manager/Town Administrator in Massachusetts. The Proposer's lead consultant has at least three (3) years' experience conducting Town Manager/Town Administrator searches in Massachusetts.

**Not Advantageous:** The Proposer has fewer than three (3) years' experience in successful executive searches with municipalities, government and other non-profit organizations, and during that period has concluded only one (1) successful executive search for a Town Manager/Town Administrator in Massachusetts. The Proposer's lead consultant has fewer than three (3) years' experience conducting Town Manager/Town Administrator searches in Massachusetts.

**Unacceptable:** The Proposer has fewer than three (3) years' experience in executive search and hiring processes and has not concluded any successful executive searches for a Town Manager/Town Administrator. The Proposer's lead consultant has no experience conducting a Town Manager/Town Administrator search in Massachusetts.

### Proposer's Approach to Ensuring Community Involvement

**Highly Advantageous:** The Proposal provides more than three (3) project examples where the proposed Lead Consultant for Wilmington Town Manager/Town Administrator search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a Town Manager/Town Administrator.

**Advantageous:** The Proposal provides three (3) project examples where the proposer Lead Consultant for Wilmington Town Manager/Town Administrator search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a Town Manager/Town Administrator.

**Not Advantageous:** The Proposal provides fewer than three (3) project examples where the proposer Lead Consultant for Wilmington Town Manager search has organized, trained, and facilitated working groups as part of an executive search process, with one (1) of these examples leading to the hiring of a Town Manager/Town Administrator.

**Unacceptable:** The Proposal provides fewer than three (3) project examples where the proposed Lead Consultant has organized, trained and facilitated working groups as part of an executive search process, none of which has led to the hiring of a Town Manager/Town Administrator.

### Proposer's Implementation Plan and Schedule

**Highly Advantageous:** The Proposal includes a detailed description and examples of previously successful recruitment strategies and includes a clearly delineated timeline with specific milestones for Wilmington's Town Manager search.

**Advantageous:** The Proposal includes an outline of some candidate recruitment strategies and an implementation plan that includes some milestones for Wilmington's Town Manager search.

**Not Advantageous:** The Proposal lacks specific candidate recruitment strategies or specific milestones for Wilmington's Town Manager search.

**Unacceptable:** The Proposal does not include any information about a proposed implementation plan and schedule.

### Proposer's References

**Highly Advantageous:** All five (5) references were satisfied with the Proposer's work and stated that all executive search tasks were completed within the time frame required.

**Advantageous:** All five (5) references were satisfied with the Proposer's work and stated that all executive search tasks were completed but not within the time frame(s) required.

**Not Advantageous:** Fewer than five (5) references were satisfied with the end results.

**Unacceptable:** The preponderance of references were dissatisfied with the end results.

### Proposer's Recruitment Materials

**Highly Advantageous:** The Proposer includes samples of advertisements, brochures and other forms of candidate outreach from at least five (5) different Town Manager/Town Administrator searches with the proposal, at least one (1) of which involves a Town Manager/Town Administrator search in Massachusetts.

**Advantageous:** The Proposer includes samples of advertisements, brochures and other forms of candidate outreach from at least three (3) different executive searches with the proposal, at least one (1) of which involves a Town Manager/Town Administrator search in Massachusetts.

**Not Advantageous:** The Proposer includes three (3) or fewer samples of advertisements, brochures, and other forms of candidate outreach with the proposal, none of which involve a Town Manager/Town Administrator search.

**Unacceptable:** The Proposer does not include samples of advertisements, brochures or other forms of candidate outreach.

All Technical Proposals will be given a cumulative ranking based on individual rankings of the following weighted elements, using a scoring sheet included as Attachment E: Proposer's Networking Strategies, Proposer's Experience/Key Personnel, Proposer's Approach to Ensuring Community Involvement, Proposer's Implementation Plan and Schedule, Proposer's Recruitment Materials, and Proposer's References.

The Select Board may choose to conduct interviews of Proposers. If interviews are conducted, the Select Board will invite the top three (3) ranked Proposers to be interviewed, who submitted the most advantageous Technical Proposals, taking into consideration of all of the Technical Criteria, and have the most advantageous overall evaluation ratings.

If interviews are conducted interviewees will be ranked as follows:

**Highly Advantageous:** The Lead Consultant for this project was present, clearly stated a plan of action, demonstrated excellent communications skills, presented other personnel with experience and skills who will be assigned for the duration of this project, and successfully responded to all questions.

**Advantageous:** The Lead Consultant for this project was present, outlined a plan of action, demonstrated excellent communication skills, presented other personnel with experience and skills who will be assigned for the duration of this project, and successfully responded to most of the questions.

**Not Advantageous:** The Lead Consultant for this project was present but did not present a clear plan of action, or was unable to communicate effectively, or presented other personnel who did not have the experience and skills to work on this project and/or who would not be assigned for the duration of this project, or did not successfully respond to questions.

**Unacceptable:** The Lead Consultant for this project was not present at the interview or was unable to communicate effectively and did not successfully respond to questions.

If interviews are conducted, a composite rating will be assigned to each interviewed Proposer. After review of the composite ranking of the Technical Proposal and interviews (if conducted), the Price Proposals will be opened and evaluated by the current Town Manager for the Town of Wilmington.

### **CONTRACT AWARD**

The award of this contract is under the Sole Discretion of the Select Board. If the Select Board choose to award a contract, the contract will be awarded to the Proposer deemed by the Select Board to have submitted the most advantageous proposal taking into consideration all of the Technical Proposal criteria and Proposers' interviews (if conducted) in addition to the Price Proposals. The selected Proposer shall sign the contract presented by the Town, which shall be substantially in the form of Attachment F to this RFP. In accordance with the provisions of G.L. c. 30B, sections 5 and 9, the Town of Wilmington reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals, if it be in the public's best interest to do so.

### **TERM OF THE CONTRACT**

It is anticipated that work under this contract shall begin approximately November 13<sup>th</sup>, 2023 and shall be completed at such a time that the Town of Wilmington awards a contract for employment for a new Town Manager in accordance herewith. If the selected candidate begins work in Wilmington, and for any reason leaves the position within the first 12 months of employment, the consultant will conduct another search under the terms of this contract for an amount equal to out-of-pocket expenses only.



ATTACHMENT A  
(To be submitted with the TECHNICAL PROPOSAL)

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, or other organization, entity, or group or individuals.

\_\_\_\_\_  
Name of person signing bid or proposal

\_\_\_\_\_  
Name of Business Entity (if any)

ATTACHMENT B  
(To be submitted with the TECHNICAL PROPOSAL)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to MGL c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
\*\*Signature of Individual

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number (Voluntary) or Corporate Contractor (Mandatory) or Federal Identification Number

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

Corporate Officer (Mandatory, if applicable)

\*\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of MGL c. 62C, § 49A.

ATTACHMENT C

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of

held on \_\_\_\_\_ it was VOTED that:  
(Date)

\_\_\_\_\_  
(Name) (Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such \_\_\_\_\_ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLACE OF BUSINESS: \_\_\_\_\_

\_\_\_\_\_

DATE OF THIS CERTIFICATE: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_ that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:

ATTACHMENT D

Price Proposal (To be submitted in a **separate sealed envelope** from the Technical Proposal)

The price proposal (one original copy) must be submitted without “conditions or exceptions” and must be submitted under separate cover and in a sealed envelope.

The price proposal set forth in this proposal shall constitute full and complete compensation for the services to be provided by the Consultant’s Firm. There shall be no reimbursement for out-of-pocket or other expenses incurred by the Consultant in connection with the performance of the services without the approval of the current Town Manager. Any exceptions may result in the rejection of the proposal.

Price Proposal for the Town of Wilmington Town Manager search:

\$ \_\_\_\_\_ Total Fixed Fee Contract Price

Total Fixed Fee Contract Price in words: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

Email \_\_\_\_\_

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

ATTACHMENT E  
Technical Proposal Rating Sheet

Each element of the Technical Proposal must be rated using the following scale:  
Highly Advantageous: 3 Advantageous: 2 Not Advantageous: 1 Unacceptable: 0

Name of Proposer \_\_\_\_\_

ATTACHMENT F  
Form of Contract

**AGREEMENT BETWEEN  
TOWN OF WILMINGTON AND**

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THIS AGREEMENT to provide professional services for Town Manager recruitment services (hereinafter referred to as the "Project"), is made as of the \_\_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_, with a usual place of business at \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR"), and the Town of Wilmington, a municipal corporation with a usual place of business at 121 Glen Road, Wilmington, MA 01887 (hereinafter referred to as the "TOWN").

**WITNESSETH** that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

**ARTICLE 1: CONTRACT DOCUMENTS**

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This Agreement between TOWN and CONTRACTOR;
- 2) CONTRACTOR'S proposal dated \_\_\_\_\_ ("Proposal");
- 3) Town's request for proposals ("RFP");
- 4) Copies of all required bonds, certificates of insurance and licenses required under the Agreement;

EACH OF WHICH IS INCORPORATED HEREIN. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the TOWN. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE 2: SCOPE OF WORK**

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to provide the Town with professional services as more fully described in the RFP and the Proposal, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

**ARTICLE 3: TERMS OF AGREEMENT**

- (a) The work to be performed under this Agreement shall be commenced within five (5) business days after the TOWN issues a written or verbal Notice to Proceed to the CONTRACTOR, and shall be entirely completed within \_\_\_\_ days after issuance of the Notice to Proceed.
- (b) In addition to all other terms and requirements of this Agreement, CONTRACTOR covenants and agrees that if the selected candidate, after executing an employment agreement with the TOWN, should for any reason be terminated or leave the employ of the TOWN within the first twelve (12) months of employment, the CONTRACTOR will conduct another recruitment exercise, as provided for herein, for an amount equal to out-of-pocket expenses only.

**ARTICLE 4: THE CONTRACT SUM**

- (a) The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of \$\_\_\_\_\_, to be paid as follows:

\$\_\_\_\_\_ to be invoiced on placement of the Town Manager position advertisement;  
\$\_\_\_\_\_ to be invoiced on completion of review and initial ranking of candidates;  
\$\_\_\_\_\_ to be invoiced on completion of the candidate interview process (if any); and  
\$\_\_\_\_\_ to be invoiced on completion of employment contract between TOWN and selected Town Manager candidate.

- (b) Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this Agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or any other charges arising from early termination.

**ARTICLE 5: PAYMENT**

- (a) The TOWN shall make payment as follows: The CONTRACTOR will submit periodic invoices to the TOWN, as stated above, for review and approval. Payment will be made within thirty (30) days after receipt by the TOWN, subject to (b) below.
- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, and other authorized expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.
- (c) The Town's liability hereunder shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in Office, personally liable for any obligation under this Agreement.

## **ARTICLE 6: NON-PERFORMANCE**

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN may give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN may notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another person or entity for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN in its reasonable discretion.

## **ARTICLE 7: TERMINATION**

- (a) Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience upon fourteen (14) days written notice to CONTRACTOR. TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted through the date of termination less any offset or claim of TOWN. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (b) Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR



shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

- (c) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims of and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.
- (d) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within forty-five (45) days after it is due.

**ARTICLE 8: NOTICE**

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

**Town of Wilmington:** (Name\_\_\_\_)  
(Title\_\_\_\_\_ )  
Town of Wilmington  
121 Glen Road  
Wilmington, MA 01887

**Contractor:** (Name \_\_\_\_\_)  
(Title \_\_\_\_\_)  
(Address \_\_\_\_\_)  
\_\_\_\_\_

**ARTICLE 9. INSURANCE AND INDEMNIFICATION**

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain motor vehicle liability insurance and general liability insurance protecting the TOWN in connection with any operations performed under this Agreement, and shall name the TOWN as an additional insured on the policies.

**Automobile liability insurance** shall be in the form of comprehensive automobile liability and shall provide limits of \$500,000 each person and \$1,000,000 each occurrence for bodily injury liability.

**General liability** coverage shall be in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury liability and property damage liability.

- (b) The CONTRACTOR shall carry a professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim and \$3,000,000 aggregate.

- (c) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws Chapter 152, as amended, to all persons employed by CONTRACTOR and shall continue such insurance in full force and effect during the term of the Agreement.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for General Liability and Automobile liability policies.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association, including personal injury or defamation or allegation thereof, arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with the terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

#### **ARTICLE 10: SUBCONTRACTING OF WORK**

(Name \_\_\_\_\_) shall serve as lead consultant in charge for CONTRACTOR, coordinating activities, interfacing directly with TOWN, and participating throughout the engagement as required. The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the TOWN.

#### **ARTICLE 11: OWNERSHIP OF DOCUMENTS**

Upon payment therefor to the CONTRACTOR, the TOWN shall be the owner of all data, documents, records, and computations created by the CONTRACTOR that relate to this Agreement.

**ARTICLE 12: STANDARD OF CARE**

The Contractor's services shall be performed by qualified personnel. The CONTRACTOR'S Project team shall consist of those persons identified in the Proposal. The employment by the CONTRACTOR of subcontractors for any of the services under this Agreement shall be subject to the prior written approval of the TOWN. No member of the project team shall be replaced without the consent of the TOWN. The TOWN shall have the right to require the CONTRACTOR to remove any personnel from the Project for reasonable cause. The CONTRACTOR shall perform its services in accordance with the highest professional standards of skill, care, and diligence.

**ARTICLE 13: GOVERNING LAW**

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws principles, and all other applicable bylaws and administrative rules, regulations and orders, and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

**ARTICLE 14: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

**ARTICLE 15: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS LAW**

By executing this Agreement, CONTRACTOR agrees and certifies that, to the extent required by law, it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement. CONTRACTOR shall comply with all applicable laws, bylaws, rules and regulations, and codes of the Commonwealth of Massachusetts and Town of Wilmington in performing the work embraced by this Agreement. Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written. \*

\*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

**CONTRACTOR:**

\_\_\_\_\_  
By:

\_\_\_\_\_

Print name:

Title: \_\_\_\_\_

**TOWN OF WILMINGTON:**

**By: Select Board**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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[www.k-plaw.com](http://www.k-plaw.com)

September 14, 2023

**Mark R. Reich**  
[mreich@k-plaw.com](mailto:mreich@k-plaw.com)

BY CERTIFIED MAIL RETURN RECEIPT  
REQUESTED AND FIRST-CLASS MAIL

Mr. David Robertson Wilich  
Manager  
NAS Fuels, LLC, d/b/a North Atlantic Services  
a/k/a Atlantic Fuels  
296 Lafayette Road  
Rye, NH 03870

Re: Notice of Claim - Contamination at Wildwood Early Childhood Center  
Wilmington, Massachusetts, January 22, 2022

Dear Mr. Wilich:

Please be advised that this office represents the Town of Wilmington, Massachusetts (“Town”) with regard to the above-referenced incident. All further correspondence regarding this matter should therefore be directed to this office.

As you are aware, on January 22, 2022, a NAS Fuels, LLC, d/b/a North Atlantic Services (“Atlantic”) caused a fuel spill at the Town’s Wildwood Early Childhood Center (“School”). Atlantic was acting at that time as a subcontractor and agent of Sprague Operating Resources, LLC (“Sprague”) pursuant to the Town’s contract with Sprague for fuel delivery. The Town requested 4,000 gallons of fuel to be gravity-dropped into the School’s underground storage tank; however Atlantic instead pressure dropped over 5,000 gallons of fuel into the tank. Within minutes, Atlantic’s gross negligence caused the underground storage tank to rupture, resulting in the release of thousands of gallons of fuel, contaminating the School property.

As a result of the spill, the Town had to immediately find a new location for the School’s students in order to not disrupt their education. With the lasting effects of the fuel spill, including the dangerous fumes prevalent throughout the property, the School was unsuitable for use, as it would have been dangerous for children to remain there for multiple hours each day. Additionally, the spill took place in January, a time when heat is a necessity for a building to operate in Massachusetts. The spill left the School without heat for a significant period of time. The spill also impacted the septic tank at the School, as the tank had to be removed in order to address the contaminated soil underneath it. The lack of a functional septic system at the School contributed to the defective and unusable state of the School. Further, numerous contractor employees were on the School grounds daily to undertake site cleanup. Not only did they bring machinery which could pose dangers to children in the area, there were also legitimate risks of having these employees on the School grounds during the day if the children were present. Unlike School employees who have to undergo

Mr. David Robertson Wilich  
September 14, 2023  
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extensive background checks in order to work at the School, there was minimal to no background information provided for cleanup employees. It would not be permissible to have these employees on the grounds and in close proximity to the children, thus necessitating relocation of programs from the School.

Upon moving students and staff to a new facility, the Town had to, and continues to, incur significant expenses in order to provide necessary accommodations. For instance, additional travel expenses and costs for new materials for teachers were required. Further, due to the significant influx of students and staff in other Town schools, the Town has had to upgrade those facilities in order to sufficiently manage these new accommodations. With students being the top priority, the Town took all steps necessary in order to not disrupt their education, which has had to continue at new locations for several months.

We have sent a demand letter to Sprague, as well as sending this demand letter to Atlantic, as it is our contention that both Sprague and Atlantic are each liable for the contamination of the School property resulting from the spill of fuel. It is clear that Sprague, as the party with whom the Town contracted for fuel delivery, and Atlantic, as the operator who conducted the grossly negligent fuel delivery, are liable for this release and resulting response action costs. MIIA Property and Casualty Group, Inc. ("MIIA"), the Town's insurance policy administrator, covered a portion of the costs of response actions pursuant to the Town's insurance policy, which was strictly limited to environmental clean-up costs. However, such clean-up costs far exceeded the amount covered under the insurance policy. The Town is seeking damages pursuant to G.L. c. 21E for response action costs associated with the clean-up through the demand letter dated August 11, 2023 which was sent under separate cover. In addition to response action costs, the Town, as aforementioned, suffered extensive damages which fall outside the scope of the insurance policy and G.L. c. 21E, including but not limited to costs incurred to relocate and continue operation of the School and its student programs and the loss of fuel oil from the tank. Pursuant to this demand letter, the Town seeks reimbursement for all such costs resulting from your grossly negligent delivery of fuel oil to the School.

The damages which the Town suffered as a result of Atlantic's gross negligence include, but are not limited to, the following:

**1. Additional Staff**

In the aftermath of the spill, students at the School were forced to relocate to other schools in the district for the remainder of the school year. In order to address this relocation, the Town rehired two former principals to help coordinate the move of students and teachers to other schools and to provide coverage for the Boutwell Early Childhood Center.

**2. Overtime and Staffing Costs**

Mr. David Robertson Wilich

September 14, 2023

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The Town's Public Buildings staff worked overtime to move furniture and materials from the School to other schools in the district. The overtime payment expenses were incurred by the Town as a direct result of the grossly negligent fuel oil delivery and the necessity of relocating from the School. Additionally, CARES, the Town's before and after school programs, required an increase in staffing to accommodate the moving of students to other facilities, imposing further costs on the Town.

### **3. Storage**

The Town had to purchase storage boxes for teachers to pack up supplies and materials. Additionally, the Town had to rent storage pods to hold materials that were displaced from the schools accommodating new teachers and staff in order to fit materials from the School that were required for student programs.

### **4. New Materials**

The Town had to purchase carts for displaced teachers to allow them to move their classroom materials into classrooms in the other schools. Further, the Town had to purchase new dry erase boards for a displaced teacher to accommodate relocated programming.

### **5. Upgrades**

In order to accommodate the influx of displaced students and faculty, the Town has had to, and continues to, pay for upgrades to existing schools to which the students and faculty were transferred. These expenses include, but are not limited to, a plumbing project and bathroom renovations.

### **6. Travel Costs**

Special education, counseling, speech therapy, physical therapy, art, music, physical education, and reading and library service staff were among those who were required to move to new locations during the remediation period as a direct result of the fuel oil spill. The Town had to pay these staff members' additional travel expenses that would otherwise not have been required.

### **7. Loss of Fuel Oil**

The Town lost fuel oil being delivered as well as fuel oil that was already in the tank due to the tank rupture. The Town is entitled to reimbursement for the several thousands of dollars' worth of fuel oil lost due to the grossly negligent delivery.

Pursuant to an assessment of said damages, the Town has determined that the costs it has already incurred as a result of the fuel oil spill which were not associated with the clean-up is approximately \$86,589.17. A further breakdown of these expenses is shown on the attached

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spreadsheets. However, this figure represents expenses already incurred, and does not include necessary costs associated with upgrades to schools accommodating displaced students and faculty. Accordingly, the Town reserves the right to amend this cost determination, which is expected to ultimately exceed \$86,589.17.

It is the position of the Town that these costs are a direct result of Atlantic's gross negligence. Therefore, the Town hereby demands reimbursement for these expenses it incurred and continues to incur while working to continue school operations following the fuel oil spill. Please be aware that if Atlantic refuses to make such reimbursement payments, the Town intends to pursue legal action in order to recover its damages.

I look forward to your prompt response to this demand letter.

Very truly yours,



Mark R. Reich

MRR/EMB  
cc: Town Manager

877461/WILM/0070



**Costs as a Result of Wildwood Early Childhood Oil Leak**

<b>ACTUAL</b>	<b>Period</b>	<b>Actual Days</b>	<b>Per Diem</b>	<b>Cost</b>	<b>Totals</b>
Dennis Shaw	3/11-3/25	6.00	\$ 524.23	\$ 3,145.38	
Dennis Shaw	3/28-4/15	2.00	\$ 524.23	\$ 1,048.46	\$ 4,193.84
<b>ACTUAL</b>	<b>Period</b>	<b>Actual Hours</b>	<b>Hourly</b>	<b>Cost</b>	
Robert Appolloni	3/10-3/11	14.00	\$ 70.00	\$ 980.00	
Robert Appolloni	3/14-3/18	35.00	\$ 70.00	\$ 2,450.00	
Robert Appolloni	3/21-3/25	36.75	\$ 70.00	\$ 2,572.50	
Robert Appolloni	3/28-4/1	32.25	\$ 70.00	\$ 2,257.50	
Robert Appolloni	4/4-4/8	36.50	\$ 70.00	\$ 2,555.00	
Robert Appolloni	4/11-4/14	21.25	\$ 70.00	\$ 1,487.50	\$ 12,302.50
<b>ESTIMATED</b>	<b>Period</b>	<b>Days</b>	<b>Hours/Day</b>	<b>Hourly</b>	<b>Cost</b>
Robert Appolloni	4/18-4/22	5	7.00	\$ 70.00	\$ 2,450.00
Robert Appolloni	4/25-4/29	5	7.00	\$ 70.00	\$ 2,450.00
Robert Appolloni	5/2-5/6	5	7.00	\$ 70.00	\$ 2,450.00
Robert Appolloni	5/9-5/13	5	7.00	\$ 70.00	\$ 2,450.00
Robert Appolloni	5/16-5/20	5	7.00	\$ 70.00	\$ 2,450.00
Robert Appolloni	5/23-5/27	5	7.00	\$ 70.00	\$ 2,450.00
Robert Appolloni	5/31-6/3	4	7.00	\$ 70.00	\$ 1,960.00
Robert Appolloni	6/6-6/10	5	7.00	\$ 70.00	\$ 2,450.00
Robert Appolloni	6/13-6/17	5	7.00	\$ 70.00	\$ 2,450.00
<b>ACTUAL</b>	<b>Work Date</b>			<b>Cost</b>	
Public Buildings OT	3/19/2022		<-- Saturday	\$ 7,088.90	\$ 7,088.90
<b>ACTUAL</b>				<b>Cost</b>	
Storage Boxes	Shawsheen			\$ 227.94	
Storage Boxes	Woburn Street			\$ 64.87	
Storage Boxes	Wildwood			\$ 959.16	\$ 1,251.97
<b>ACTUAL</b>		<b>Units</b>	<b>Cost</b>		
Carts for Teachers	Woburn Street	9	\$ 1,112.79	\$ 1,112.79	
<b>ACTUAL</b>		<b>Units</b>	<b>Cost</b>		
Dry Erase Board	Purchase a white board for a classroom taken over at HS	1	\$ 138.29	\$ 138.29	\$ 138.29

**ACTUAL/ESTIMATED**

Person	Est Cost
Bishop	\$ 50.00
Collucci	\$ 50.00
Murray	\$ 50.00
Burgess	\$ 50.00
Maio	\$ 50.00
Warren	\$ 50.00
Fitch	\$ -
Ayers	\$ -
Peachey	\$ -
Lacey	\$ -
Sub	\$ 300.00

Staff traveling between 3 buildings (HS, WO, SS)  
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PE  
 Art  
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 SPED Tchr  
 Speech  
 Speech  
 Adj Couns  
 PT  
 Library  
 Reading  
 Music

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**ACTUAL/ESTIMATED**

Delivery	Units	Cost/Mos.	Est Months	Cost
3/23/2022		\$ 129.00		\$ 129.00
3/16/2022		\$ 141.95		\$ 141.95
3/16/2022		\$ 141.95		\$ 141.95
3/10/2022		\$ 98.95		\$ 98.95
3/23/2022	1	\$ 229.00	12	\$ 2,748.00
3/16/2022	1	\$ 229.00	12	\$ 2,748.00
3/16/2022	1	\$ 229.00	12	\$ 2,748.00
3/10/2022	1	\$ 174.00	12	\$ 2,088.00
Future		\$ 129.00		\$ 129.00
Future		\$ 129.00		\$ 129.00
Future		\$ 129.00		\$ 129.00
Future		\$ 74.00		\$ 74.00

DELIVERY CHARGE - Woburn Street  
 DELIVERY CHARGE (includes \$12.95 lock) - Woburn Street  
 DELIVERY CHARGE (includes \$12.95 lock) - High School  
 DELIVERY CHARGE (includes \$24.95 lock) - Shawsheen  
 Woburn Street (includes \$10.00 Protection option)  
 Woburn Street (includes \$10.00 Protection option)  
 High School (includes \$10.00 Protection option)  
 Shawsheen (includes \$10.00 Protection option)  
 PICK UP CHARGE - Woburn Street  
 PICK UP CHARGE - Woburn Street  
 PICK UP CHARGE - High School  
 PICK UP CHARGE - Shawsheen

**ACTUAL/ESTIMATED**

Person	Extra Hrs/Day	Total Days	Hrly Rate	Cost
Emery	0.25	53	\$ 14.25	\$ 188.81
Hersom	0.50	53	\$ 19.50	\$ 516.75
Judkins	0.50	53	\$ 18.32	\$ 485.48
Sinapoli	1.20	53	\$ 19.67	\$ 1,251.01
Spinale	3.00	53	\$ 16.00	\$ 2,544.00
Westerburg	1.80	53	\$ 17.28	\$ 1,648.51

Additional hours for Before and After School Program  
 Additional hours for Before and After School Program  
 Additional hours for Before and After School Program  
 Additional hours for Before and After School Program  
 Additional hours for Before and After School Program  
 Additional hours for Before and After School Program

**TOTAL ACTUAL/ESTIMATED COSTS**

**\$ 65,887.71**

## Total Cost of Spill at Wildwood School

Vendor	Cost/Loss	Status
Omni Environmental Group (ESTIMATE/QUOTE with \$26,975 Contingency)	\$1,445,019.00	
Invoice #4504 - 2/28/22	\$43,285.12	PAID BY MIIA Under Pollution
Invoice #4509 - 4/4/22	\$154,707.06	PAID BY MIIA Under Pollution
Invoice #4514 - 5/2/22	\$184,898.31	PAID BY MIIA Under Pollution
Invoice #4525- 5/24/22 (2 copies - one reflects payment of \$77,141.66, new total of \$525,849.11)	\$77,141.66	PAID BY MIIA Under Pollution
<b>MIIA SUBTOTAL PAID TO OMNI? - POLLUTION COVERAGE EQUAL TO \$500,000</b>	<b>\$460,032.15</b>	
Invoice #4525- 5/24/22 (2 copies - one reflects payment of \$77,141.66, new total of \$525,849.11)	\$525,849.11	PAID BY TOWN
Invoice #4526 - 6/23/22	\$386,612.93	PAID BY TOWN
Invoice #4546 - 10/31/22	\$20,610.50	PAID BY TOWN
<b>TOWN SUBTOTAL PAID TO OMNI</b>	<b>\$933,072.54</b>	
<b>OMNI TOTAL</b>	<b>\$1,393,104.69</b>	
<b>School and Buildings Dept Costs (See updated Spreadsheets)</b>	<b>\$65,887.71</b>	Preliminary Figure - See Update. LOSS NOT PAID BY INSURANCE

<b>Sprague – Oil Lost in leak</b>	<b>\$10,390.46</b>	LOSS NOT PAID BY INSURANCE
<b>Sprague- Oil existing in tank at time of delivery</b>	<b>\$10,311.00</b>	LOSS NOT PAID BY INSURANCE
<b>OIL LOSS SUBTOTAL</b>	<b>\$20,701.46</b>	
<b>Oil Tank to be replace with above ground tank - Original tank estimate shown:</b>	<b>\$21,000</b>	PAID BY MIIA to TOWN Under Property
<b>Petroleum Management Services - 1/28/22</b>	<b>\$12,871.42</b>	PAID BY MIIA Under Pollution
<b>Petroleum Management Services - 2/2/22</b>	<b>\$6,407.81</b>	PAID BY MIIA Under Pollution
<b>Petroleum Management Services - 2/28/22</b>	<b>\$20,688.62</b>	PAID BY MIIA Under Pollution

Petroleum Management Services - 3/1/22	\$1,650.00	PAID BY MIIA Under Pollution
Petroleum Management Services - 4/1/22	\$1,500.00	PAID BY MIIA Under Property
Petroleum Management Services - 5/1/22	\$1,500.00	\$1500 PAID BY MIIA under Property \$50 carried to next invoice
Petroleum Management Services - 6/1/22	\$1,550.00	PAID BY MIIA Under Property
Petroleum Management Services - 7/1/22	\$1,550.00	PAID BY MIIA Under Pollution
Petroleum Management Services - 7/20/22	\$2,850.00	PAID BY MIIA Under Pollution
Petroleum Management Services - 8/1/22	\$1,550.00	PAID BY MIIA Under Property
Petroleum Management Services - 9/1/22	\$1,500.00	PAID BY MIIA Under Property
Petroleum Management Services - 10/1/22	\$1,550.00	PAID BY MIIA Under Property
<b>TEMP OIL TANK COST SUBTOTAL</b>	<b>\$55,167.85</b>	
<b>Additional Costs TO BE Covered by MIIA</b>		
Septic Tank - DEE RAY, Inc - 8/24/22 - Loss not covered as it was determined to be maintenance	\$900	LOSS NOT PAID BY INSURANCE
Septic Leaching Field – if damaged	Leaching field not damaged/not replaced	
Plumbing Lines	Septic tie in part of the work was done by Omni	
TOTAL PAID or INCURRED BY TOWN ON LOSS (original school figures included)		
	\$1,020,561.71	
<b>MIIA PORTION OF LOSS UNDER POLLUTION COVERAGE</b>	<b>\$506,050.00</b>	
<b>MIIA PORTION OF LOSS UNDER PROPERTY COVERAGE</b>	<b>\$30,150.00</b>	
MIIA Total for Indemnity	\$536,200.00	
Legal MIIA Subrogation	\$46,452.12	
<b>TOTAL MIIA COVERAGE TO DATE</b>	<b>\$582,652.12</b>	



September 15, 2023

Board of Selectmen  
Town of Wilmington  
121 Glen Road  
Wilmington, MA 01887

RE: Programming Advisory

Dear Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following:

- The Ovation channel will be relocated to the B2/Entertainment tier. The change will occur on or after September 21, 2023.
- The INSP channel will be relocated to the More Sports and Entertainment pack. The change will occur on or after September 26, 2023.

Please do not hesitate to contact me should you have questions at [kerry\\_morris@comcast.com](mailto:kerry_morris@comcast.com).

Sincerely,

*Kerry Morris*

Kerry Morris, Sr. Manager  
Government & Regulatory Affairs