Town of Swampscott
Select Board Regular Session Minutes
April 12, 2023 – 6:00 P.M.
Swampscott Senior Center, 200R Essex Street

SELECT BOARD MEMBERS PRESENT: NEAL DUFFY, MARY ELLEN FLETCHER, DAVID GRISHMAN, KATIE PHELAN, PETER SPELLIOS

MEMBERS ABSENT: NONE

OTHER TOWN OFFICIALS PRESENT: SEAN FITZGERALD, TOWN ADMINISTRATOR, PATRICK LUDDY, TOWN TREASURER/COLLECTOR, AMY SARRO, DIRECTOR OF FINANCE & ADMINISTRATION

OTHER:

A. PUBLIC COMMENTS: NONE

B. NEW AND OLD BUSINESS *(POSSIBLE ACTION/VOTES OF THE BOARD)*

1. **12-24 PINE ST.:** MR. SPELLIOS: THIS IS FOR THE PROPERTY NEXT TO THE VFW. THE SELECT BOARD ENTERED INTO NEGOTIATIONS TO ACQUIRE THE PROPERTY WITH THE INTENTION OF COMBINING WITH THE VFW PROPERTY TO CREATE 30-40 UNITS OF VETERANS HOUSING. MR. GRISHMAN & MR. SPELLIOS MET WITH THE LEADERSHIP OF THE VETERANS' GROUPS TO CONTINUE THE CONVERSATION. THIS PAST WEEK, THE SELLER SIGNED THE P&S FOR $1.7M + $25K OF CLOSING COSTS. ASSUMING THAT TOWN MEETING APPROVES THIS PURCHASE, THE TOWN WILL PAY A $100,000 DEPOSIT, $40,000 OF WHICH IS NONREFUNDABLE. DUE DILIGENCE WILL BEGIN AND INCLUDES GEO TECHNICAL AND ENVIRONMENTAL TESTS. WE CAN BACK OUT AT ANY TIME. THE CLOSING DATE WILL BE JULY 17, 2023. ONCE WE'VE CLOSED, THE TOWN WILL ISSUE AN RFP TO HAVE VETERANS AFFORDABLE HOUSING BUILT ALONG WITH A NEW VFW. MR. DUFFY: THIS IS AN EXCITING NEXT STEP, THANKED FOR ALL OF THEIR HARD WORK, THERE ARE STILL DETAILS TO WORK OUT BUT IT'S AN AMAZING PROJECT. MR. GRISHMAN: THIS IS ONE OF THE BRIGHTEST DAYS I'VE HAD AS A SB MEMBER, WE'VE RESET OUR RELATIONSHIP WITH THE VETERANS AND I'VE ENJOYED WORKING WITH MR. BURKE, MR. EMERTON, MR. LEONE & MR. MULDOON. WE'RE TURNING OUR WORDS INTO ACTIONS TONIGHT. MS. JOAN HONIG: HAD QUESTIONS ABOUT THE USE, AGE REQUIREMENT AND PROCESS. MR. SPELLIOS: THERE WILL BE A PRESENTATION SIMILAR TO WHAT WE DID FOR THE MACHON. UNITS SHOULD BE AT 60% AND 30% AFFORDABLE. IN TERMS OF SERVICES, OUR INTENTION IS TO HAVE THE VFW IN A BUILDING WITH OTHER OFFICES/AMENITY SPACES WHICH CAN BE USED TO PROVIDE SERVICES FOR VETERANS. THE STATE WILL WORK WITH THE TOWN TO DETERMINE WHETHER OR NOT EVERY UNIT CAN BE OCCUPIED BY VETERANS OR IF THERE NEEDS TO BE A SPLIT BETWEEN VETERANS AND OTHERS BUT MR. SPELLIOS FEELS THE TOWN CAN SHOW A FAIR HOUSING PLAN AND FEELS THE STATE WILL WORK WITH US BUT WE WON'T KNOW BEFORE TOWN MEETING. WE WILL MAKE IT CLEAR THAT THE RFP WILL CALL FOR A PREFERENCE TO VETERANS.

   UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED** TO EXECUTE THE PURCHASE & SALE AGREEMENT TO PURCHASE 12-24 PINE STREET FOR $1,700,000: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION CARRIES.

2. **HAWTHORNE & HADLEY SCHOOL UPDATES:**

   i. **HAWTHORNE:** MR. GRISHMAN: ON WED, APRIL 26TH, 6-8PM, THERE WILL BE A PUBLIC MEETING. WE WILL BE REVIEWING SEVERAL OPTIONS WITH THE CONSULTANT AND THE FEEDBACK FROM JANUARY'S COMMUNITY MEETING. THEY WILL BE DISCUSSING NEXT STEPS.

   ii. **HADLEY SCHOOL**: AT THE LAST MEETING, THE BOARD DISCUSSED ENGAGING A CONSULTANT TO DISCUSS OPENING A BOUTIQUE HOTEL ON THAT SITE AND AUTHORIZED THE TOWN ADMINISTRATOR TO ENGAGE PINNACLE CONSULTING TO EXPLORE CONVERTING ALL OR A PORTION OF THE HADLEY INTO A BOUTIQUE HOTEL. THIS WAS ONE OF THE THREE

options presented to us over a year ago by the Re-Use Advisory group. The report explores "top line" industry numbers: what kind of program is appropriate for the building & market; the economy and demographics. Per page 15, Pinnacle believes that the local economy will begin to accelerate in 2023 & 2024. They suggest building up to 40 rooms, with 3000 sf of meeting and food & beverage space, possibly a small addition on the roof and parking. The next step will be the feasibility study, in which Pinnacle will do projections, including the cost of rehabbing. This information will be used in an RFP. Pinnacle had an architect walk through the building as well as talk to various boutique hotels to get their feedback. Step three will be this board making a decision as to whether to take this idea to Town Meeting. Mr. Spellios does not want to see the Hadley empty for a long period of time and thinks we'll have the feasibility study in advance of closing the Town Warrant. Ms. Fletcher: do we need to make adjustments to the capital projects? Mr. Spellios: I don't think so, we should engage someone to do the RFP because it's a specialized project. It can be done on commission or fee base but I don't think we have to pay up front. TA Fitzgerald: this will generate extra revenue including the hotel tax. Ms. Phelan: will this be a sale or long-term lease? Mr. Spellios: there's no difference. The practice is it's better to do a 99 year ground lease. My opinion is that we should not base this on revenue. These are financially difficult to make, we may have to do a real estate tax deal or reduced ground rate. It offers hotel tax and meals tax in addition to what those units do for our businesses, which can be quite substantial and already proven. Ms. Fletcher: did Pinnacle have anything to say about the Hawthorne? She wants both properties looked at together, not as separate entities. Mr. Spellios: a lot of the groups they talked to inquired about the Hawthorne but were told that's not the property. The feedback was good on the Hadley. We can have Pinnacle solicit that information. The state sets the hotel tax which is a max of 6%, the meals tax is 0.75% which the Town has exercised. The historic portion of the building is what will be used. The Board should meet in executive session to discuss the next steps. The Hadley is in the tourist overlay district so a hotel will be allowed. Ms. Honig: express discomfort that the committee went all out for a hotel. She understands they wanted senior housing with a community room. The Board should rethink the need for affordable housing for seniors. Mr. Duffy and Mr. Spellios: no one characterized that the Hadley Re-Use committee came to the conclusion that it should be a hotel, that it is one of three options. Ms. Phelan would like a community project.

3. **Capital Improvement Projects:** Mr. Luddy, the Capital Improvement Committee (CIC) and Dept. Heads met to review CIPs. The total appropriation for recommended projects is $6,040,500, broken down as follows: $3.985M general borrowing, $750K from Water borrowing, $82K sewer borrowing, $463K Surplus Capital Transfer, $50K from Cemetery Perpetual Care Fund and $710K in grants. This puts us right at the ceiling of our 10% guideline. TA Fitzgerald: we're playing catch up right now and addressing decades of deferred investments. There's a $60M middle school project but $110M of work has been identified that can be done now. The remaining $60M will be phase I, starting in 2028. Ms. Fletcher would like to see the Select Board taking a more active role in our capital plan, see more detail in the plan as well as better planning and forecasting for possible future projects. TA Fitzgerald: we recognize that there's work to do to build a comprehensive capital improvement plan and we've elevated some projects that make sense in light of a new school, which will impact traffic patterns and neighborhoods. Mr. Grishman is in support of infrastructure investments. There is $9.1M in general borrowing in 2026 for a major renovation of the Clarke School which Mr. Grishman feels may not be as much of a need to renovate, having a difficult time spending funds on the administration who wants to move to the Clarke to recapture space at the Middle School. Mr. Spellios feels it is going to be needed and reminded the Board that we not capitalize capital dollars as taking funds away from operations. Mr. Grishman: we're talking about debt exclusion. It's my opinion that those dollars will be better used to the revitalization of the Middle School. Ms. Fletcher shares the same concerns. There's a $200,000 line item for Clarke School renovations. Are we going to be spending $200K

when we have a brand-new building. She would like a conversation about that line-item reiterating that she would like to see the Board put work into having a more comprehensive capital plan. We're borrowing money for projects we haven't started and she wants to see start & finish dates before voting. There was a discussion about planning/projecting out better, future year plans, rehabbing streets under Complete Streets that may cost more than $1MM and how the plan is fluid. There was also a brief discussion about the $1MM line item and why that wasn't included in the budget for the new school (it's an offsite project). Mr. Luddy: we jumped to 9% when we took on the new school debt. It puts us over our guidelines when we add rehabbing schools. We have AA+ rating & SP-1, strong management, budgetary flexibility & performance but still struggle with post-employment. In the reserve fund, we have: $12M in free cash, stabilization, OPEB which we consider when setting the tax rate. Excess Levy Capacity is just over 14%. DPW yard improvements, auditorium upgrades, Middle School media center improvements & town wide traffic improvements are the last 4 to be approved by CIC. Mr. Spellios wants to make sure that no subsequent projects will negate upgrades to the Middle School. Questions by line item:

- $50K Sr Center improvements: kitchen upgrades – Town meeting approved their original request of $100K in June 2022. This year, Max Kasper, Facilities Director, requested $100K but, after scoping out the work, he was able to reduce it to $50K.
- $50K town hall basement: originally was $30K to put in a new kitchen which was replaced for space in the basement. A breakroom space might be better suited to the basement. We can utilize the existing kitchen space as office space. TA Fitzgerald discussed turning the basement into a functional meeting space, taking advantage of already significant investments and access. The $50K is for design services. We have preliminary assumptions from a historic architect. Mr. Duffy: it's important that there's a municipal meeting space in Town Hall. Study dollars prepares us for the opportunity for grants and other funding mechanisms. I'm in favor of moving forward on this to take full advantage of that space. Ms. Phelan: is there a way to identify it as feasibility money so someone doesn't assume it will cost $50K to renovate the basement.
- Vinnin Square Planning, $100K: Vinnin Square is an important piece of commercial development. This helps us envision what the future use of Vinnin Square could be and to start working with a consultant to figure out traffic patterns, state DOT funds, affordable & inclusionary housing. This will put together a master plan report to help us see a vision of Vinnin Square. Ms. Fletcher: would it be better to wait until we have a planner then have a conversation with property owners before hiring a consultant. Mr. Spellios: the Planning Board has already identified zoning. They're already doing things. This project is going to happen. How much offsite infrastructure improvements can we put to one development? A study like this is about the infrastructure as well. Mass DOT is completing a $2MM upgrade to Paradise Rd. which did nothing except help MA DOT spend money they had to spend. TA Fitzgerald asked them to look into roundabouts. For us to be armed with knowledge and will allow us to get grants. TA Fitzgerald: we want to keep Swampscott affordable. We need to invest in new growth. This will help us achieve this. Mr. Grishman: is $100K enough? TA Fitzgerald: it has to be at this point. We have to start somewhere. Mr. Grishman: this moves from an idea into something substantive. Mr. Spellios: there's at least one property owner who recognizes there may be change.

  Mr. Spellios stated that the property owner started a conversation with him about Vinnin Square rezoning and he wants to be perfectly clear that he knows this property owner very well, their personal & professional lives have crossed. He will be recusing himself from having anything to do with zoning for this area because he knows him and has had business dealings with him.

- Property capital for Town buildings, $100K: the Facilities director talked about the importance of maintaining town properties, including the Hawthorne. We have a number of aging and historic buildings. These funds will help to ensure that we have funds available if there is an issue in a building – roof, windows, egresses. Ms. Fletcher is completely against this line item, stating that we should have a good idea of the cost. This came up last year too. Look and see what you need and the vulnerability we have and put it into the budget. The Facilities Director can go to the Finance Committee reserve and request the funds, where it will be monitored. It's not financially prudent to have money set aside. Ms. Sarro: this is for a bond authorization which will only be used if it is needed. Ms. Fletcher: are we expecting something to go wrong at the Hawthorne in the next few years? Are we going to be spending money in repairs? TA Fitzgerald: I believe there will be some maintenance requirements. Ms. Fletcher: I don't remember there being any emergency request for facility needs. I'm hearing issues with the Hawthorne and am not comfortable with this. Can we even borrow $100K for potential maintenance? Ms. Sarro: we will not be borrowing without there being a need. Mr. Spellios: Ms. Fletcher is correct in that the Hadley boiler was the only big emergency lately. I most likely will not support this. Ms. Fletcher: I'm having issues with it being in the CIC budget.

  Mr. Spellios feels that Community Development should be on this plan. Part of our underinvesting isn't just infrastructure but also on the community - things that make the Town more livable and gives us great joy. We should have a guideline in Planning with a minimum of 20% for "nice to have" projects vs. must have. Communities that have CDGB funds have this. I would like to talk to Fin Comm to set aside 20% for community projects. TA Fitzgerald: our open space plan has a number of projects that should be advanced. Ms. Fletcher: there's nothing in here for renewable energy, changing over vehicles. I'd like to see an EV. Ms. Phelan: whatever Hadley becomes, we may lose a community playground space. It is well utilized and we should think about where to put it.

4. **FY24 water & sewer rates:** The Water & Sewer Advisory Rate Committee met last Friday, took a look at FY24 budget numbers, consumption figures and came up with some scenarios for rate changes and use of retained earnings: Option 1: flat rate increase to consumption rates, leaving tier 1 alone. This is the option the Water & Sewer Advisory Committee recommends. Option 2: a staggered approach, including an increase on Tier 1. This promotes conservation of water & affects high users. Swampscott is in the lower to mid-range of rates compared to other MWRA communities. The majority of consumption is in tiers 1 & 2 and the Advisory committee feels both options are good but an across-the-board increase makes more sense. The base rate for Tier 1 is for low end users and provides the town with guaranteed revenue. There was a discussion as to whether or not rate increases drive water consumption changes (only in tier 3). Ms. Phelan would like to find a way to encourage homeowners to use less water. Mr. Spellios would like to tailor our water & sewer bills to show what tier users are in (TA Fitzgerald - we've been looking at that). Ms. Fletcher asked if there is data on sprinkler and pool uses (no). Tier 3 encompasses the larger apartment/condo units - these are tiered so larger users are paying the same amount. For years, they weren't. The lower users were paying more. This is a fairer way.

   Upon **MOTION,** duly made by Peter Spellios, seconded by Mary Ellen Fletcher, it was unanimously **VOTED** to move to establish water and sewer rates as shown in option 1: Tier 1 – Consumption Rate Water $7.70; Sewer $6.04, Base Rate Water, $13.25, Base Rate Sewer $20.00; Tier 2 - Consumption Rate Water $7.98 ; Sewer $6.83, Base Rate Water, $14.35, Base Rate Sewer $21.53; Tier 3 - Consumption Rate Water $8.20; Sewer $7.56, Base Rate Water, $14.35, Base Rate Sewer $21.53: All in favor: yes. Any opposed: no. Motion passes.

5. **Annual Town Meeting Warrant:**

i. Articles 1, 2 & 3 – Reports, Prior FY Bills & FY24 Operating Budget: are all set

ii. Article 4 - Special Education Reserve Fund: we're working out the finer details for accessing funds for the Special Education Reserve Fund. Per Town Counsel, we can't deposit Medicaid reimbursement funds directly into this fund but can transfer it from the general fund during Town Meeting and can automate it in future years, when we have an idea what the reimbursement is, we can put it in the budget to transfer it annually. An agreement will be signed by the TA, Superintendent, School Committee and Select Board.

iii. Article 5 - Opioid Settlement Fund: These are opioid recovery funds that the State received which will be sent to the Town through 2038 and is only to be used for opioid medication, treatment, drug use education, syringes and other things in conjunction with the Board of Health. They'll be general fund revenues. The DOR has suggested we set up this stabilization fund. We'll need to do a free cash transfer of funds we've received to date. We'll be meeting with the Public Health nurse and Health Director to discuss ways to use these funds.

iv. Articles 6 & 7 - Transfer of W&S: no questions

v. Article 8 - Transportation fund: no questions

vi. Articles 9 & 10 – Acquisition & Disposition of 12-24 Pine St.: we've already received clearance we can use ARPA funds

vii. Article 11 – Hadley: no language yet

viii. Article 12 – Extension of Hawthorne lease: the hope is that a building is never vacant and there are ongoing conversations to keep it occupied. This should read "extension of use"

ix. Article 13 – Amend general bylaws, Revolving: no discussion

x. Articles 14 & 15 – Chap 90 & Recommended Capital Projects: no discussion

xi. Article 16 – Town Clerk ministerial changes: The Town clerk would like to clean up the bylaws

xii. Article 17 – Earth Removal: these are changes that are not related to the quarry that have been reviewed by Atty. Sims and KP Law. Atty. Sims feels they will not impact our lawsuit with AI

xiii. Article 18 – Prohibit feeding wildlife: there will be fines to remind individuals not to feed the wildlife

xiv. Article 19 – Gas powered leaf blowers: Marblehead passed a ban on gas leaf blowers from Labor Day to Memorial Day

xv. Article 20 - ADUs: no questions

xvi. Article 21 – Site plan special permit: no questions

xvii. Article 22 - Hadley: Ms. Phelan asked why this article isn't near article 11 (it was kept with the other zoning bylaw changes)

xviii. Article 23 - Vinnin Sq: Mr. Spellios is going on the record and will recuse himself and not partake in any conversation regarding Vinnin Square. Mr. Spellios left the room after recusing himself. The Planning Board has to have a public meeting on zoning changes and will make recommendations at Town Meeting.

xix. Article 24 – Rezone certain parcels: this is a carryover from prior year to make corrections.

xx. Article 25 – 10 Whitman Rd Easement: no questions

xxi. Article 26 – Saturday as legal holiday: this pertains to early voting. We have to staff additional days that other communities do not because we haven't adopted Saturday as a legal holiday. Mr. Spellios is reticent if it restricts a resident being able to register or vote. Ms. Phelan agrees.

xxii. Article 27 – State flag & seal of Mass: citizens petition, no questions

Per TA Fitzgerald: we'll draft a memo for the zoning by-law changes. By law the warrant has to be mailed no later than the Thursday of the week prior to Town Meeting. We should get them mailed by May 4th. The warrant will be on the website & can be emailed to TM members as soon as it's closed by the Select Board on 4/24. Mr. Spellios asked that the table of contents be sent to the Chair of the Finance Committee so they can start reviewing the warrant.

6. **FY24 Budget Review:** no action taken.

C. VOTES OF THE BOARD

1. Approval of the consent agenda

CONSENT AGENDA

The Consent agenda is designed to expedite the handling of routine and the miscellaneous business of the Board. The Select Board may adopt the entire consent Agenda with one motion. At the request of any Board member, any item(s) may be removed from the Consent Agenda and placed on the Regular Agenda for discussion.

Consent Agenda Items:

1. Hawking & Peddling and Door-to-Door Sales, Bradley Welch
2. Vote to approve minutes of the regular meeting of 4/4/23

Upon **MOTION**, duly made by David Grishman, seconded by Katie Phelan, it was unanimously **VOTED:** to approve the Consent Agenda as presented: All in favor: yes. Any opposed: no. Motion carries.

D. TOWN ADMINISTRATOR'S REPORT

i. FY24: Met with the Finance Committee and went through a number of capital projects. Mr. Luddy has provided data about the impact of the new school.

ii. The Assessors Office is hard at work reviewing abatements. They are 90% complete and will have the remaining 10% finished by May 1st.

iii. Traffic Enforcement: We're received some updates from Sgt. Loyte. Sgt. Loyte will be here on May 3rd to discuss these statistics. Mr. Spellios: would like to see this on the agenda. Revenue tells us that something has changed as it has decreased. I want to understand what is the day filled with. It seems off with our focus on pedestrian safety.

iv. Community Power: we followed up on the Select Board's concerns and have information on the website.

v. Recreation: the annual Earth Day celebration is Saturday, April 29th. Details will be released shortly. The 2nd annual Earth Day Spring Yard Sale is Saturday, April 22nd. People can register online. We have a fundraiser on May 8th for the July 3rd fireworks.

vi. Hawthorne: the next Community Forum to discuss possible future uses is Wednesday, April 26th, 6:00 PM at the HS Cafeteria. All are encouraged to attend.

vii. Fire: the Fire Dept. welcomes its newest employee – Ryan the fire dog was donated to the department by Select Board member Mary Ellen Fletcher from her latest batch of puppies! Ryan will be at the station 24/7. Feel free to stop by & visit. He has visited Town Hall many times.

viii. Health: the Health Dept. is collecting diapers at Town Hall and the Library.

The Public Health nurse/PH Emergency Preparedness Coordinator

Food service inspections are ongoing.

ix. Metal recycling & styrofoam collection has resumed and will continue through December. This is held on the last Saturday of the month from 8AM – Noon at the DPW yard on Paradise Rd.

x. Building: Building Dept has issued 444 permits since January 1st with a total revenue of $166,685 and are busy conducting inspections, meeting with contractors & plan review.

E. SELECT BOARD TIME

Mr. Duffy: Nothing to add.

Ms. Fletcher: 1) thanked the Conservancy for hosting an event discussing the use of rat poison and how dangerous it is to wildlife. Rep. Jenny Armini & the Rep. from Attleboro came. It's great to see them here. I told them our TA is serious about not using this type of bait and we're switching over. TA Fitzgerald: encourage residents to stop using poison. There are other methods to address rodents. The Town is looking at smart boxes and other ways to deal with rodent infestations. Ms. Phelan: is there a flyer we can send out? Mr. Spellios suggests requiring the building department to require builders to use specific bait.

Mr. Grishman: 1) the next Bentwater at the Beach is July 15th. There will be a battle of the bands winner opening up and proceeds will benefit the Fish House. Hopefully Big Blue Bargains will be providing help; 2) I met with a commercial property owner who has space for Big Blue Bargains & have connected them. We may have a resolution to our space issue soon.

Ms. Phelan: Someone has reached out asking for donations to sell at the Town wide yard sale to benefit Big Blue Bargains. The Hadley PTO will be donating 3 bins for her to sell.

Mr. Spellios: Nothing to ADD.

Upon **MOTION**, duly made by David Grishman, seconded by Mary Ellen Fletcher, it was unanimously **VOTED:** to adjourn at 9:22 P.M.: All in favor: yes. Any opposed: no. Motion carries.

True attest,

Dianne Marchese

Dianne Marchese, Administrative Assistant to the Town Administrator & Select Board

Minutes approved by the Select Board on June 7, 2023

Attachments:

12-24 Pine St. signed P&S
CIC Presentation
W&S Rate Presentation
Town Meeting Warrant
Hawking & Peddling/Door-to-Door sales application
TA Report

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is made and entered into as of this ___ day of April, 2023 (the "**Effective Date**") by and between **Pine Street Development LLC**, a Massachusetts limited liability company, having an address of 932 Broadway Street, Unit 1, Chelsea, MA 02150 (the "**Seller**"), and the **Town of Swampscott**, a Massachusetts municipal corporation, having an address of Swampscott Town Hall, 22 Monument Avenue, Swampscott, MA 01907 ("**Buyer**").

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

SECTION 1 - Sale of Property

1.1 Sale of Property. Seller hereby agrees to sell, assign and convey to Buyer and Buyer agrees to purchase from Seller, all of Seller's right, title and interest in and to, the following:

1.1.1. Land and Improvements. A parcel of real property located at 12-24 Pine Street, Swampscott, Massachusetts, being Assessor's Tax Map 3-4-0, containing 0.360 acres, more or less, and described in a deed recorded with the Essex South District Registry of Deeds in Book 40542, Page 4 (the "**Registry**") (the "**Land**"), together with all improvements located thereon (the "**Improvements**") and that personal property included in this sale set forth at **Exhibit B**, attached hereto and incorporated herein (the "**Personal Property**"). If a plan is necessary to be recorded for conveyancing purposes, the procurement and recording of said plan shall be at the Buyer's sole cost and expense.

1.1.2. Property. All rights, privileges and easements appurtenant to Seller's interest in the Land and the Improvements, if any, thereon, including, without limitation, all of Seller's right, title and interest, if any, in and to all mineral and water rights and all easements, licenses, covenants and other rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land (the Land, the Improvements, and all such easements and appurtenances, and the Personal Property, are sometimes collectively referred to herein as, the "**Property**").

SECTION 2 - Purchase Price

2.1 **Purchase Price**. The purchase price for the Property shall be One Million Seven Hundred Thousand and 00/100 Dollars ($1,700,000.00) (the "**Purchase Price**"), which shall be paid, as follows:

$	100,000.00	due within seven (7) days from Town Meeting (as defined in Section 10.1.2 hereof) (the "**Deposit**")*
$	1,600,000.00	the balance, as adjusted by all prorations provided for herein, to Seller by Buyer at Closing, by Town Treasurer's check or wire transfer of immediately available funds
$	1,700,000.00	TOTAL

In addition to the Purchase Price, Buyer shall reimburse Seller up to $25,000.00 in costs and/or fees associated with this conveyance ("**Seller's Closing Costs**") at the Closing. Seller shall submit invoices to Buyer substantiating Seller's Closing Costs, which amount shall appear as a separate amount on the Settlement Statement at the Closing.

* The Deposit shall be paid by Buyer to the Escrow Agent in accordance with this Agreement. Included in the Deposit is $40,000.00 which the parties agree represents the costs associated with and incurred by the Seller in its continued ownership, holding and/or operation of the Property (the "**Carrying Costs**"). Except as otherwise provided in this Agreement, the $40,000.00, representing the Carrying Costs, shall be non-refundable and shall be paid over to the Seller upon the Buyer tendering the Deposit to the Escrow Agent. Buyer and Seller hereby expressly direct the Escrow Agent to tender the said $40,000.00 representing the Carrying Costs over to the Seller immediately upon receipt of the Deposit by the said Escrow Agent. Once the Carrying Costs ($40,000.00) are released to the Seller, the same shall be non-refundable, unless otherwise as provided hereunder, and the amount remaining as a Deposit hereunder shall be $60,000.00 (the "**Remaining Deposit**"). In the event Buyer closes on the Property, the entire Deposit, i.e., the amount of $100,000.00, shall be credited towards the Purchase Price.

SECTION 3 - Title Company

3.1 **Title Company.** Marsh, Moriarty, Ontell & Golder, P.C., agent for Chicago Title Insurance Company (the "**Title Company**") is executing this Agreement to acknowledge Title Company's responsibilities and rights hereunder. Any amendment to this Agreement which alters the Title Company's responsibilities and/or rights hereunder not executed by the Title Company shall be effective as to the parties thereto, but shall not be binding upon the Title Company. The Title Company shall accept any funds deposited into escrow with the Title Company pursuant to this Agreement with the understanding of the parties that the Title Company is not a party to this Agreement except to the extent of its specific responsibilities and rights hereunder, and does not assume or have any liability for the performance or non-performance of Buyer or Seller hereunder. Additional provisions with respect to the Title Company are set forth in Section 15 and **Exhibit A**.

SECTION 4 - Closing, Prorations, and Closing Costs

4.1 Closing. The closing of the purchase and sale of the Property shall occur on July 17, 2023, or at such later date as may be extended in accordance with this Agreement (the "**Closing Date**"). The parties shall not conduct an "in person" Closing. Rather, the Closing shall be held through escrow, with each party delivering all closing documents to the offices of the Title Company, or at such other place agreed to by Seller and Buyer. The "**Closing**" shall be deemed to have occurred when the Title Company has been instructed by both parties to record the Deed (as hereinafter defined) and the Deed and other closing documents have been recorded at the Registry. Time is hereby made of the essence.

In the event the Closing does not occur by the Closing Date, Buyer shall pay $333.34 per diem in additional Carrying Costs to Seller, over and above the Purchase Price, except, however, said payment shall not be due if the delay in Closing is attributable to the act or omission of Seller.

4.2. Prorations. All matters involving prorations or adjustments to be made in connection with the Closing and not specifically provided for in some other provision of this Agreement shall be adjusted in accordance with this Section 4.2. Except as otherwise set forth herein, all items to be prorated pursuant to this Section 4.2 shall be prorated as of midnight of the day immediately preceding the Closing Date, with Buyer to be treated as the owner of the Property, for purposes of prorations of income and expenses, on and after the Closing Date. The provisions of this Section 4.2 shall survive the Closing.

4.2.1. Taxes, Utilities. Water, sewer, and all other utilities shall be adjusted as of the Closing Date, as set forth in Section 4.2. Seller shall pay all real estate taxes attributable to the Property through to, but not including, the Closing Date, but shall not pay taxes on or past the Closing Date. Any taxes paid by Seller on or past the Closing Date shall not be refunded, it being acknowledged that Buyer, being tax-exempt, has no obligation to pay taxes on the Property.

4.2.2. Insurance. There shall be no proration of Seller's insurance premiums or assignment of Seller's insurance policies. Buyer shall obtain any insurance coverage deemed necessary or appropriate by Buyer.

4.2.3. Calculations. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty five (365) day year.

4.3. Closing Costs. Seller shall pay (a) the fees of any counsel representing Seller in connection with this transaction; (b) one-half the escrow fee charged by the Title Company; (c) all State, County and local transfer taxes and fees payable upon the transfer of the Property to Buyer (other than the fees for recording the Deed (as defined below)); and (d) the cost of recording any title-clearing documents, authority documents, and other closing documents

customarily paid by sellers in accordance with custom and practice in the Commonwealth of Massachusetts, and to the extent applicable, the Real Estate Bar Association for Massachusetts. Buyer shall pay (i) the fees of any counsel representing Buyer in connection with this transaction; (ii) one-half the escrow fee charged by the Title Company; (iii) the cost of Buyer's title policy (the "**Title Policy**"); and (iv) the fees for recording the Deed. Any other costs or expenses incident to this transaction and the closing thereof not expressly provided for above shall be allocated between and paid by the parties in accordance with custom and practice in the Commonwealth of Massachusetts, and to the extent applicable, the Real Estate Bar Association for Massachusetts (formerly the Massachusetts Conveyancer's Association).

The provisions of this Section 4 shall survive the Closing

SECTION 5 - Buyer's Right of Inspection; Uniform Procurement Act

5.1. Right to Evaluate. From the Effective Date until 5:00 p.m. EST on July 17, 2023 (the "**Inspection Period**"), Buyer and its agents, employees, representatives, contractors and consultants shall have the right (with notice given to Seller at least twenty-four (24) hours' in advance, which may be given solely by electronic mail in accordance herewith), at Buyer's sole cost and expense and at Buyer's and its agents' sole risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations as Buyer shall deem necessary or appropriate, including, without limitation, appraisals, engineering studies, environmental assessments, borings and studies and underwriting analyses, provided that in no event shall Seller be obligated as a condition of this transaction to perform or pay for any environmental remediation of the Property and Buyer agrees to promptly restore the Property to substantially the same condition in which the Property was found prior to such tests and inspections (which obligation shall survive the termination of this Agreement). Prior to Buyer entering the Property, Buyer shall obtain and maintain, at Buyer's sole cost and expense, and shall deliver to Seller evidence of, the following insurance coverage: commercial liability insurance, from an insurer reasonably acceptable to Seller, in the amount of One Million and 00/100 Dollars ($1,000,000.00) combined single limit for personal injury and property damage per occurrence ($2,000,000.00, in the aggregate), together with umbrella coverage of at least Two Million and 00/100 Dollars ($2,000,000.00), such policy to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Buyer or its agents, employees, representatives, contractors and/or consultants (with Buyer, the "**Buyer Parties**") in connection with such inspections and tests. Seller shall have the right, in its discretion, to accompany Buyer and/or its agents during any inspection. All inspection fees, engineering fees, legal costs, and other expenses of any kind incurred by Buyer relating to any and all inspections, tests, analyses, inquiries, investigations and/or evaluations hereunder will be solely at the Buyer's expense.

5.2. Inspection Obligations and Indemnity. Neither Buyer nor any of the other Buyer Parties shall: (a) damage any part of the Property or any personal property owned or held by Seller; (b) injure or otherwise cause bodily harm to Seller, its agents, contractors and employees; (c) permit any liens to attach to the Property by reason of the exercise of its rights hereunder, and shall discharge the same forthwith; and (d) fail to restore any damage caused to the surface of the Property as a result of the exercise of the rights granted to Buyer herein to

substantially the same condition in which the Property was found before any such inspection or tests were undertaken. Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules and regulations in conducting its inspection of the Property. Buyer agrees, to the extent permitted by law, to hold harmless the Seller, its representatives, agents and their respective successors and assigns, from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to attorneys' fees) to the extent arising out of actions taken by Buyer and/or the other Buyer Parties on or about the Property in the exercise of the inspection right granted pursuant to Section 5.1, provided, however, in no event shall Buyer be liable for any diminution in value of the Property or for any other cost, expense, or liability resulting from the discovery of any pre-existing conditions (including, without limitation, any Hazardous Materials) on or under the Property, or be obligated to defend, indemnify or hold harmless any of the above-named indemnitees for their own negligence or willful misconduct. This Section 5.2 shall survive the Closing and/or any termination of this Agreement. In conducting any due diligence hereunder, Buyer will treat, and will require any representative of Buyer to treat, all information obtained by Buyer pursuant to the terms of this Agreement as strictly confidential. Unless requested by Seller in writing, Buyer shall not disclose or otherwise release to Seller copies of any reports, test results, inspections or other due diligence materials produced or received by Buyer as a result of Buyer's inspection and investigation of the Property. The duty of confidentiality shall not apply to any disclosure required to be made by Buyer pursuant to applicable law.

"**Hazardous Materials**", as the term is used herein, shall mean any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) or any regulations promulgated thereunder (commonly known as "CERCLA"), or the Superfund Amendments and Reauthorization Act (commonly known as "SARA"); (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) or regulations promulgated thereunder; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or nonfriable; and (vi) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders or decrees now or hereafter enacted, promulgated, or amended, of the United States, the states (including without limitation, "Hazardous Material" as defined in Massachusetts General Laws Chapter 21E, Section 2).

5.3. Seller Deliveries. To the extent not previously delivered to Buyer, Seller shall deliver to Buyer any ALTA or other surveys of the Property, owner's title insurance policy, any Phase 1, Phase 2, any plans of the existing building and other improvements on the Property, and/or any other studies, analyses, tests of the condition of the Property, including, without limitation, any studies of the environmental condition of the Property, and owner's title insurance policies (the "**Documents**"), within five (5) business days after the Effective Date to the extent such items are in Seller's possession or under its reasonable control.

5.4. **Independent Examination.** Buyer hereby acknowledges that, except as provided in Section 7.1, Buyer is relying upon its own independent examination of the Property and all matters relating thereto and not upon the Documents and/or any statements of Seller or of any officer, director, employee, agent, broker, manager or attorney of Seller with respect to acquiring the Property.

BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD IN "AS IS, WHERE IS" CONDITION "WITH ALL FAULTS" AS OF THE CLOSING DATE. BUYER IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM SELLER OR ANY SELLER PARTY AS TO ANY MATTER CONCERNING OR RELATING TO THE PROPERTY, OR SET FORTH, CONTAINED OR ADDRESSED IN THE DUE DILIGENCE MATERIALS (INCLUDING WITHOUT LIMITATION, THE COMPLETENESS THEREOF), INCLUDING WITHOUT LIMITATION: (I) THE QUALITY, NATURE, HABITABILITY, MERCHANTABILITY, USE, OPERATION, VALUE, MARKETABILITY, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY OR ANY ASPECT OR PORTION THEREOF (INCLUDING WITHOUT LIMITATION STRUCTURAL ELEMENTS, FOUNDATION, ROOF, APPURTENANCES, ACCESS, LANDSCAPING, PARKING FACILITIES, ELECTRICAL, MECHANICAL, HVAC, PLUMBING, SEWAGE, AND UTILITY SYSTEMS, FACILITIES AND APPLIANCES, SOILS, GEOLOGY AND GROUNDWATER), (II) THE DIMENSIONS OR LOT SIZE OF THE REAL PROPERTY OR THE SQUARE FOOTAGE OF THE IMPROVEMENTS THEREON (III) THE DEVELOPMENT OR INCOME POTENTIAL, OR RIGHTS OF OR RELATING TO, THE PROPERTY, OR THE SUITABILITY, VALUE, ADEQUACY, OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, (IV) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY, (V) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL AUTHORITY OR OF ANY OTHER PERSON OR ENTITY (INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT), (VI) THE ABILITY OF BUYER TO OBTAIN ANY NECESSARY GOVERNMENTAL APPROVALS, LICENSES OR PERMITS FOR BUYER'S INTENDED USE OR DEVELOPMENT OF THE PROPERTY, (VII) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, IN, UNDER, ABOVE OR ABOUT THE PROPERTY OR ANY ADJOINING OR NEIGHBORING PROPERTY, (VIII) THE QUALITY OF ANY LABOR AND MATERIALS USED IN ANY IMPROVEMENTS, (IX) THE CONDITION OF TITLE TO THE PROPERTY, (X) THE LEASE, CONTRACTS OR ANY OTHER AGREEMENTS AFFECTING THE PROPERTY OR THE INTENTIONS OF ANY PARTY WITH RESPECT TO THE NEGOTIATION AND/OR EXECUTION OF ANY CONTRACT WITH RESPECT TO THE PROPERTY, OR (XI) THE ECONOMICS OF, OR THE INCOME AND EXPENSES, REVENUE OR EXPENSE PROJECTIONS OR OTHER FINANCIAL MATTERS, RELATING TO, THE OPERATION OF THE PROPERTY.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF SELLER, ANY OTHER SELLER PARTY, OR ANY OTHER AGENT OR BROKER OF SELLER, WHETHER IMPLIED, PRESUMED OR EXPRESSLY PROVIDED AT LAW OR OTHERWISE, OR ARISING BY VIRTUE OF ANY STATUTE, COMMON LAW OR OTHER RIGHT OR REMEDY IN FAVOR OF BUYER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER IS UNDER NO DUTY TO MAKE ANY INQUIRY REGARDING ANY MATTER THAT MAY OR MAY NOT BE KNOWN TO SELLER, ANY OTHER PERSON AFFILIATED WITH SELLER, OR ANY OTHER AGENT OR BROKER OF SELLER.

ANY REPORTS, REPAIRS OR WORK REQUIRED BY BUYER ARE THE SOLE RESPONSIBILITY OF BUYER, AND BUYER AGREES THAT THERE IS NO OBLIGATION ON THE PART OF SELLER TO MAKE ANY CHANGES, ALTERATIONS OR REPAIRS TO THE PROPERTY OR TO CURE ANY VIOLATIONS OF LAW OR TO COMPLY WITH THE REQUIREMENTS OF ANY INSURER OR REGULATION. BUYER IS SOLELY RESPONSIBLE FOR OBTAINING THE ISSUANCE OR RE-ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY OR ANY OTHER APPROVAL OR PERMIT NECESSARY FOR TRANSFER OR OCCUPANCY OF THE PROPERTY AND FOR ANY REPAIRS OR ALTERATIONS NECESSARY TO OBTAIN THE SAME, ALL AT BUYER'S SOLE COST AND EXPENSE.

The provisions of this Section 5.4 shall survive Closing and/or termination of this Agreement.

5.5. Termination Right. Notwithstanding anything in this Agreement that may be expressed or implied to the contrary, in the event that Buyer determines, in Buyer's sole and absolute discretion, that it does not desire to acquire the Property, Buyer shall provide written notice (the "**Termination Notice**") to Seller on or before 5:00 p.m. on the last day of the Inspection Period, and, subject to the Surviving Termination Obligations, this Agreement shall terminate and thereupon neither party shall have any further rights or obligations to the other hereunder. In the event Buyer terminates this Agreement pursuant to this Section 5.5, Buyer shall be entitled to a return of the Remaining Deposit, i.e., $60,000.00, but the Seller shall be entitled to keep the $40,000.00 to cover its Carrying Costs. If Buyer shall fail to timely provide the Termination Notice to Seller on or before the expiration of the Inspection Period, time being of the essence, the termination right described in this Section 5.5 shall be immediately null and void and of no further force or effect and Buyer shall be deemed to have elected to proceed with this Agreement pursuant to its terms and to be satisfied with its inspections and examination of the Property. Buyer's failure to provide the Termination Notice on or before the end of the Inspection Period shall constitute Buyer's waiver of the herein-described termination right (that is, the termination right contained in Section 5.5; for the purpose of clarity, is not a waiver of any termination rights set forth elsewhere in this Agreement that remain in force and effect at that time in accordance with their terms).

5.6 **Uniform Procurement Act**. Seller acknowledges that Buyer is obligated to comply with the requirements established by G.L. c. 30B (the "**Uniform Procurement Act**") in connection with Buyer's acquisition of the Property. Buyer covenants to use its good faith and reasonable efforts to cause the requirements of the Uniform Procurement Act to be satisfied on or before the Closing Date.

SECTION 6 - Title and Survey Matters

6.1. Title.

(a) It shall be a condition to Buyer's obligation to close that Seller have good and clear record, marketable and insurable title to the Property, subject only to the Permitted Exceptions. Buyer shall obtain, at Buyer's expense, on or before May 31, 2023 (the "**Title Inspection Period**"), from the Title Company, an owner's title insurance commitment (the "**Commitment**") covering the Property, and Buyer shall, in its sole and absolute discretion and at its sole expense, arrange for a survey of the Property, or Buyer may rely on the survey prepared by Seller, if any (the "**Survey**"). If Buyer has objections to the title to the Property (including any objections based on lack of access to a public way), or to Survey matters, Buyer shall, no later than the expiration of the Title Inspection Period, deliver to Seller copies of the Commitment, the Survey, copies of any title exception documents, and a letter in writing specifying those title matters identified in the Commitment or on the Survey which Buyer disapproves (the "**Title/Survey Objections**"). Notwithstanding anything herein to the contrary, Buyer may not object to (and the following shall constitute part of the Permitted Exceptions): (a) applicable zoning, subdivision, building and other laws and regulations; and (b) liens for non-delinquent taxes, assessments and governmental charges not yet due and payable, except that all betterments and other special assessments shall be repaid in full by Seller. Seller shall have the right, but not the obligation (except for Voluntary Liens, defined below), to remove any Title/Survey Objections. Within two (2) business days after receipt of Buyer's Title/Survey Objections, Seller shall notify Buyer in writing whether Seller elects to attempt to remove or cure such Title/Survey Objections (and Seller's failure to send such a notice to Buyer within such 2-business day period shall be deemed an election not to cure such Title/Survey Objections). Seller's right to cure any such Title/Survey Objections shall be at the Seller's sole option, and if the Seller so elects to cure, Seller may defer the Closing one or more times for a period not exceeding ninety (90) days in the aggregate, during which time Seller shall have the right, but not the obligation, to remove or otherwise resolve Buyer's Title/Survey Objections. Nothing contained herein shall obligate Seller to expend any sums of money whatsoever in order to remove or otherwise resolve Buyer's objections contained in the Title/Survey Objection notice.

(b) If Seller elects or is deemed to elect not to cure any Title/Survey Objections, Buyer shall notify Seller in writing within seven (7) business days whether Buyer elects either to (i) proceed to the Closing notwithstanding Seller's election or deemed election not to cure all such Title/Survey Objections, and without reduction of the Purchase Price, and in such event all Title/Survey Objections that Seller has elected or is deemed to have elected not to cure shall be Permitted Exceptions; or (ii) terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder

except for the Surviving Termination Obligations. If Buyer fails to respond one way or the other within seven (7) business days, Buyer shall be deemed to have elected to terminate this Agreement under clause (ii) of this Section 6.1(b) (to be clear, if the Inspection Period has not yet expired, then Buyer still has its Inspection Period termination rights under Section 5.5). If Seller elects to Remove any Title/Survey Objections, and provided that Buyer shall not have previously terminated this Agreement pursuant to its terms, Seller shall have until the date of Closing to use good faith efforts to attempt to cure the same at Seller's sole cost and expense, and the removal or discharge of same shall be a condition to Buyer's obligation to close. In the event this Agreement is terminated under this Section 6.1(b), and Buyer has paid the Deposit, Buyer shall be entitled to a return of the entire Deposit, i.e., $100,000.00.

Buyer and Seller hereby agree that "**Permitted Exceptions**" shall mean the following (in addition to the matters set forth above, to which Buyer is not allowed to object): (1) any exception, exclusion from coverage or other matter shown in the Commitment or the Survey or otherwise of record as of (i) as to title, the date of the Commitment, and (ii) as to Survey, then as of the date of the Survey, but, in each case, only to the extent that (x) the matter was not identified in writing to Seller as a Title/Survey Objection within said applicable time period or (y) Buyer objected to same but Seller has not agreed to cure pursuant to the foregoing objection and response process and yet Buyer elects to go forward with the transaction, in which event, there shall be no reduction in Purchase Price due to such matter (to be clear, in all events Seller must Remove Voluntary Liens, defined below), (2) any title or survey matter that Seller has elected to cure but despite good faith efforts is not able to cure by the Closing and yet Buyer elects to go forward with the transaction (without a reduction in Purchase Price), (3) any matters deemed to be Permitted Exceptions in accordance with Section 6.1(c) below.

(c) Following the expiration of the Title Inspection Period, Buyer may, at or prior to Closing, notify Seller in writing of any additional objections to any title matters which are not Permitted Exceptions, which are disclosed on an update to the Commitment first arising after the expiration of the Title Inspection Period (the "**Second Objection Letter**"). With respect to any such objections set forth in the Second Objection Letter, Buyer shall have the option to deliver Seller written notice of Buyer's objection thereto, and Seller shall have the same option to elect to Remove such objections and, if Seller is not able to remove or cure any of the same prior to Closing, Buyer shall have the option to proceed to Closing and accept title subject to such objections (in such event all such objections that Seller has elected or is deemed to have elected not to remove shall be Permitted Exceptions), but if the Buyer chooses not to so proceed, then the Seller shall have the right, at its option, to defer the Closing one or more times for a period not exceeding ninety (90) days in the aggregate, during which time Seller shall have the right, but not the obligation, to Remove or otherwise resolve Buyer's Title/Survey Objections as set forth in the Second Objection Letter. Should the Buyer be unwilling to accept title subject to such objections (in such event all such objections that Seller has elected or is deemed to have elected not to remove shall be Permitted Exceptions) and the Seller is unable or unwilling to remove or otherwise resolve Buyer's Title/Survey Objections, the Buyer shall have the option to terminate this Agreement as those objections made by Buyer in said Second Objection Letter, and, in the event Buyer terminates this Agreement under this Section 6.1(c), Buyer shall be entitled to a return of the entire Deposit, i.e., $100,000.00. Nothing contained herein shall

obligate Seller to expend any sums of money whatsoever in order to remove or otherwise resolve Buyer's objections contained in the Second Objection Letter.

(d) Notwithstanding the foregoing, at or prior to the Closing, Seller shall be obligated to pay off, discharge or otherwise remove at its sole cost and expense, prior to the Closing, any and all mortgages and voluntary monetary liens that encumber the Property, regardless of whether or not Buyer has objected to such liens pursuant to this Section 6.1 ("Voluntary Liens").

(e) Seller hereby waives any right to claim additional damages in excess of the Purchase Price, subject to adjustment as provided by this Agreement, in the event Buyer elects to acquire title to the Premises by a friendly eminent domain taking for the express and sole purpose of clearing title to the Property during the pendency of this Agreement. Upon Buyer's request, Seller shall execute a Waiver of Appraisal and Damages and shall deliver it to Buyer at the closing. Buyer shall be responsible for preparing the Order of Taking. Seller acknowledges that Buyer shall have the right to deduct from the Purchase Price any amounts that are to be paid to mortgagees from closing proceeds, and such other fees and charges that are customarily apportioned between a buyer and seller as of the closing date.

(f) Notwithstanding anything to the contrary herein, Seller shall have the right to adjourn the Closing Date by up to ninety (90) days for purposes of curing (or attempting to cure) any Title/Survey Objection that Seller has elected to cure or otherwise fulfilling (or attempting to fulfill) its obligations under this Section 6.1, and during such extended time Seller shall continue using good faith efforts to effectuate such Removal.

(g) Notwithstanding anything in this Agreement to the contrary, nothing herein shall impair Buyer's ability to terminate this Agreement for any or no reason (including, without limitation, any or no reason with respect to title or survey) by written notice delivered to Seller prior to the expiration of the Inspection Period, in Buyer's sole and absolute discretion.

Notwithstanding anything in this Agreement to the contrary, Buyer shall have the right at either the original or any extended time for performance to accept such title as Seller can deliver to the Property in its then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

SECTION 7 - Representations and Warranties of the Seller

7.1. Seller's Representations. Seller represents and warrants to Buyer, to the best of the Seller's actual knowledge and without the duty to further investigate and/or inquire relative thereto, that the following matters are true and correct as of the Effective Date and Seller shall recertify these representations and warranties as of the Closing Date by virtue of its delivery of the Seller's Bring-Down Certificate (defined below in this Agreement).

(a) Seller is a Massachusetts limited liability company, duly organized, validly existing and in good standing under the laws of the Massachusetts and is qualified to conduct business in the Commonwealth of Massachusetts.

(b) Seller is the sole owner of the Property and it has not granted any rights of first refusal or rights of first or last offer, or options, or other pre-emptive rights that would adversely affect Seller's ability to consummate the transaction provided in this Agreement or be binding on Seller following the Closing.

(c) This Agreement has been duly authorized, executed and delivered by Seller, is the legal, valid and binding obligation of Seller, and no person whose consent is required for Seller's execution of this Agreement or for Seller to fulfill its obligations hereunder is under any legal disability that will adversely affect the enforceability of this Agreement.

(d) This Agreement does not, to Seller's actual knowledge, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

(e) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Seller.

(f) All documents to be executed by Seller which are to be delivered at Closing, will, at the time of Closing, (a) be duly authorized, executed and delivered by Seller (it being acknowledged that a deed signed under a power of attorney will not be satisfactory), (b) be legal, valid and binding obligations of Seller, and (c) not violate, to Seller's actual knowledge, any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

(g) Seller has not entered into leases, licenses, or other occupancy agreements, which would be binding on Buyer after Closing.

(h) To Seller's actual knowledge, as of the Effective Date, Seller has received no written notice that any investigation, action or proceeding is pending or threatened, which (i) questions the validity of this Agreement or any action taken or to be taken pursuant hereto, or (ii) involves condemnation or eminent domain proceedings against the Property or any material portion thereof.

(i) To Seller's actual knowledge, as of the Effective Date, Seller has not received any written notice from any governmental authority alleging that the Property is in material violation of any applicable law which violation remains uncured.

(j) Seller is not a "foreign person" within the meaning of Section 1445 of the United States Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(k) There is no legal action, suit or other legal or administrative proceeding pending before any court or administrative agency relating to the Property, and, to Seller's knowledge, there is no threatened legal action, suit or other legal or administrative proceeding relating to the Property or relating to Seller and which, in each case, could materially affect Seller's ability to perform its obligations under this Agreement).

7.2. Survival. The express representations and warranties of Seller made in Section 7 this Agreement shall not merge into any instrument or conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date which is one (1) year after the date of the Closing and, if not commenced on or before such date, thereafter such representations and warranties shall be void and of no force or effect. The provisions of this Section 7.2 shall survive the Closing for a period of one (1) year.

SECTION 8 - Representations and Warranties of Buyer

8.1. Buyer's Representations. Buyer represents and warrants to Seller that the following matters are true and correct as of the Effective Date and Buyer shall be deemed to re-certify such matters as of the Closing Date:

(a) Buyer is a Massachusetts municipal corporation under the laws of the Commonwealth of Massachusetts. This Agreement has been duly authorized, executed and delivered by Buyer, is the legal, valid and binding obligation of Buyer, and no person whose consent is required for Buyer's execution of this Agreement or for Buyer to fulfill its obligations hereunder is under any legal disability that will adversely affect the enforceability of this Agreement, other than the Town Approval (defined below). This Agreement does not, to Buyer's actual knowledge, violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

(b) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Buyer.

(c) All documents to be executed by Buyer which are to be delivered at Closing, will, at the time of Closing, (a) be duly authorized, executed and delivered by Buyer, (b) be legal, valid and binding obligations of Buyer and (c) not violate, to Buyer's actual knowledge, any provision of any agreement or judicial order pertaining to the Property to which Buyer is a party or to which Buyer is subject.

8.2. Survival. The express representations and warranties of Buyer made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date which is one (1) year after the date of the Closing and, if not commenced on or before such date, thereafter such representations and warranties shall be void and of no force or effect. The provisions of this Section 8.2 shall survive the Closing for a period of one (1) year.

SECTION 9 - Seller's Interim Operating Covenants

9.1. No Conveyances, Leases, Transfers, or the Like. Seller shall not convey any interest in the Property to any third party, including, without limitation, any mortgages, sales, leases, licenses, occupancy agreements (written or verbal), rights of first refusal or options to purchase, or other types of conveyances, transfers, or the like.

SECTION 10 - Closing Conditions

10.1. Conditions to Obligations of Buyer. The obligations of Buyer under this Agreement to purchase the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date except to the extent that any of such conditions may be waived by Buyer in writing at Closing. For purposes of clarification, the conditions of Section 10.1 are to run in favor of Buyer.

10.1.1 Representations, Warranties and Covenants of Seller. All representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date. Any changes to such representations disclosed by Seller must be acceptable to Buyer, and Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

10.1.2 Town Approval. Swampscott Town Meeting shall have approved the acquisition of the Premises on the terms set forth herein and appropriated funds therefor (the "**Town Approval**"). As of the Effective Date, Swampscott Town Meeting is scheduled to occur on May 15, 2023 (the "**Town Meeting**").

10.1.3 Uniform Procurement Act. All requirements of the Uniform Procurement Act with respect to acquisition of the Property, if applicable, shall have been satisfied, as evidenced by publication of a so-called "uniqueness determination" in the Central Register at least thirty (30) days prior to Closing and no objections having been filed.

10.1.4 Tenants; Relocation Assistance. There shall be no tenants or occupants of the Property at the Closing. Seller shall have obtained written waivers of any right to claim relocation benefits under the provisions of M.G.L. c.79A and 760 CMR 27.03 from all occupants of the Property and Seller shall represent and warrant at closing that all such waivers have been

provided as to all occupants. Seller hereby waives any rights Seller may have to relocation benefits under the provisions of M.G.L. c. 79A;

10.1.5 Possession of the Property. Delivery by Seller of possession of the Property in substantially the same condition the Property was in as of the Effective Date, free and clear of tenants and other occupants and free and clear of all debris, trash and/or personal property, except for that personal property which Seller and Buyer agree shall remain at the Property.

10.1.6 Hazardous Materials. Buyer shall determine, during the Inspection Period, whether or not there has been any release or threat of release of any Hazardous Materials in violation of applicable law.

10.1.7 Title to Property. Seller shall deliver title to the Property in the condition required herein, subject to Permitted Exceptions and free of Voluntary Liens.

10.2.8. Ongoing Obligations. After expiration of the Inspection Period, there shall be no new Order of Conditions, environmental orders, permits, approvals or licenses binding on the Property that requires any expenditure of funds or places on Buyer any obligations or liabilities.

10.2.9 Compliance. Compliance by Buyer and Seller with any other requirements of Massachusetts General or Special Laws or regulations relative to the acquisition of real property by the Buyer, and Buyer and Seller agree to diligently pursue full compliance with said laws and regulations so long as full compliance thereof does not require, necessitate and/or result in the Seller incurring any costs, fees and/or expenses that are outside the standard and accepted conveyance practices of the Commonwealth of Massachusetts.

10.1.10 Extension. In the event that the conditions set forth in this Section 10.1 are not satisfied by the Closing Date, Buyer shall have the right to extend the Closing by no more than ninety (90) days by sending Seller written notice of said extension on or prior to the Closing Date, whereupon the Closing shall be extended by the period requested by Buyer, or for such longer period of time reasonably acceptable to Seller.

10.2. Conditions to Obligations of Seller. The obligations of Seller under this Agreement to convey the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except as otherwise provided below or to the extent that any of such conditions may be waived by Seller in writing at Closing. For purposes of clarification, the conditions of Section 10.2 are to run in favor of the Seller.

10.2.1. Representations, Warranties and Covenants of Buyer. All representations and warranties of Buyer in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date.

10.2.2. Uniform Procurement Act. All requirements of the Uniform Procurement Act with respect to acquisition of the Property, if applicable, shall have been satisfied, as described above.

10.2.3. Relocation Waiver. Seller hereby waives any rights Seller may have to relocation assistance and benefits under the provisions of M.G.L. c. 79A.

10.2.4 Extension. In the event that the conditions set forth in Section 10.2 are not satisfied by the Closing Date, Seller shall have the right to extend the Closing by no more than ninety (90) days by sending Buyer written notice of said extension on or prior to the Closing Date, whereupon the Closing shall be extended by the period requested by Seller, or for such longer period of time reasonably acceptable to Buyer.

10.3. Failure/Waiver of Conditions Precedent. The conditions to Closing described in this Section 10 are for the benefit of the parties in whose favor such conditions run. Each party shall be entitled to waive any or all of the conditions precedent which are intended to run to its benefit and to proceed with the Closing under this Agreement notwithstanding the failure of any such condition precedent. If any party shall proceed with the Closing despite the failure of any conditions precedent, then the applicable party in whose favor such condition ran shall be deemed to have waived and released any rights or remedies which it might have with respect to such failure. In the event any of the conditions set forth in this Section 10 are neither waived nor fulfilled as of Closing, the party for whose benefit the applicable condition exists may terminate this Agreement and exercise such rights and remedies, if any, that such party may have pursuant to the terms of Section 13. If this Agreement is terminated as a result of the failure of any condition set forth in this Section 10 that is not also a default hereunder, then after such termination, neither party shall have any further rights or obligations hereunder for which the failure of a condition set for in this Section 10 has occurred, except for the Surviving Termination Obligations. This Section 10.3 shall survive the Closing.

SECTION 11 - Closing

11.1. Buyer's Closing Obligations. Buyer, at its sole cost and expense, shall deliver or cause to be delivered to Seller at Closing the following, duly executed by Buyer and acknowledged, as applicable:

11.1.1. The Purchase Price, after all adjustments are made at the Closing as herein provided, by wire transfer or other immediately available federal funds, which amount shall be received in escrow by the Title Company at or before 11:00 a.m. EST.

11.1.2. A settlement statement showing the Purchase Price and all prorations and adjustments made by the parties in accordance with the terms and conditions of this Agreement, which settlement statement shall be in a form and substance reasonably satisfactory to Seller and Buyer (the "**Settlement Statement**").

11.1.3. A certificate duly executed by Buyer certifying that all of the representations and warranties of Buyer set forth in Section 8.1 of this Agreement are true and correct in all material respects and remade on and as of the Closing Date.

11.1.4. Any additional documents that the Title Company may reasonably require Buyer to deliver for the proper consummation of the transaction contemplated by this Agreement, provided, however, that Buyer shall not be required to execute any such additional document that imposes any additional obligation or liability on Buyer.

11.2. Seller's Closing Obligations. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Buyer the following, duly executed by Seller and acknowledged, as applicable:

11.2.1. A Massachusetts Quitclaim Deed (the "**Deed**").

11.2.2. A certificate certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (**"Non-Foreign Entity Certificate**").

11.2.3. A certificate duly executed by Seller certifying that all of the representations and warranties of Seller set forth in Section 7.1 of this Agreement are true and correct in all material respects and remade on and as of the Closing Date ("**Seller's Bring-Down Certificate**"); provided, however, that if any of such representations and warranties have changed since the Effective Date, then Seller shall revise such representations and warranties to conform to the changed circumstances and shall set forth such changed representations and warranties in such certificate. Seller acknowledges that, if Seller shall deliver a Seller's Bring-Down Certificate that fails to recertify one or more of such representations or warranties or that revises such representations and warranties, then Buyer shall have the right to terminate this Agreement, and shall be entitled to a return of the entire Deposit, i.e., $100,000.00.

11.2.4. A customary title affidavit reasonably acceptable to Seller and such evidence or documents as may be reasonably required by the Title Company relating to and sufficient to delete any exceptions for the status and capacity of Seller and the authority of the individuals who are executing the various documents on behalf of Seller in connection with the sale of the Property. With the exception of a customary form Mechanic's Lien/Parties in Possession Affidavit, Seller shall not be required to sign a so-called survey affidavit or any document that makes any representation as to boundaries, title, encroachments, or compliance with zoning, building or other laws, nor shall Seller sign any document which creates a post-closing liability for attorneys' fees. Seller shall not be required to edit any document presented that does not conform to the foregoing. Furthermore, the parties acknowledge and agree that the Seller's refusal to sign any document that does not comply with the foregoing shall not be considered a breach of this Agreement.

11.2.5. Any additional documents that the Title Company may reasonably require Seller to deliver for the proper consummation of the transaction contemplated by this

Agreement, provided, however, that Seller shall not be required to execute any such additional document that imposes any additional obligation or liability on Seller.

11.2.6. A Disclosure of Beneficial Interest in Real Estate form, as required by M.G.L. c. 7C, §38.

11.2.7. A 1099S form.

11.2.8. A signed Settlement Statement.

SECTION 12 - Risk of Loss

12.1. Condemnation. If, prior to the Closing Date, all or any portion of the Property is taken by condemnation or eminent domain by any taking authority, Seller shall notify Buyer of such fact promptly after Seller obtains knowledge thereof. If such condemnation is "**Material**" (as hereinafter defined), Buyer shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) business days after receipt of Seller's notice. If this Agreement is so terminated, then neither Seller nor Buyer shall have any further rights or obligations to the other hereunder other than the Surviving Termination Obligations. If this Agreement is not terminated, the parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price.

12.2. Condemnation Not Material. If the condemnation is not Material, then the Closing shall occur without abatement of the Purchase Price and Seller shall assign, without recourse, all awards or any rights to collect awards to Buyer on the Closing Date.

12.3. Materiality. For purposes of this Section 12, with respect to a taking by condemnation or eminent domain, the term "**Material**" shall mean a taking that is not by or on behalf of Buyer and that (i) causes the value of the Property to decrease by greater than $10,000.00, as reasonably estimated by a neutral third party appraiser or qualified consultant, or (ii) without implying that the following would not also qualify under subpart (i) above, results in the loss of, or material impediment to access to the Property or the use of the Property.

12.4 **Buyer Condemnation/Taking**. Buyer, a Massachusetts municipal corporation, has the requisite authority to initiate taking and/or condemnation proceedings relative to the Property. However, it is a material inducement of this Agreement that Buyer shall be explicitly estopped and precluded from initiating any and all takings (eminent domain or otherwise) of the Property during the pendency of this Agreement, other than the "friendly" taking as referenced in Section 6.1(e).

SECTION 13 - Default

13.1. Default by Seller. In the event of the material default of Seller, which continues for a period of ten (10) business days following Buyer's written notice thereof to Seller (or, if the cure requires a longer period of time, then such longer period of time as may be required, not to

exceed thirty (30) days; provided, however, that there shall be no cure period for deliberate failure to close on the Closing Date), Buyer may elect, as the sole and exclusive remedy of Buyer, to (a) terminate this Agreement, and receive a return of its entire Deposit, i.e., $100,000.00, or (b) enforce specific performance of Seller's obligations, provided that Buyer files a specific performance action against Seller within six (6) months of the scheduled Closing Date. Notwithstanding the foregoing, nothing contained herein shall limit Buyer's remedies at law or in equity, as to the Surviving Termination Obligations.

13.2. Default by Buyer. In the event of the material default of Buyer, which continues for a period of ten (10) business days following Seller's written notice thereof to Buyer (or, if the cure requires a longer period of time, then such longer period of time as may be required, not to exceed thirty (30) calendar days), then Seller shall have the right to terminate this Agreement as its sole and exclusive remedy at law and equity for Buyer's breach. In the event that Seller elects to terminate this Agreement due to Buyer's default, then this Agreement shall be terminated and neither Seller nor Buyer shall have any further rights or obligations hereunder except with respect to the Surviving Termination Obligations.

SECTION 14 - Brokers

Buyer and Seller each represent and warrant to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby, and Buyer and Seller agree, to the extent permitted by law, to indemnify, defend, and hold the other harmless from and against any losses, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by reason of any breach or inaccuracy of the foregoing representations and warranties contained in this Section 14. The provisions of this Section 14 shall survive the Closing and/or termination of this Agreement.

SECTION 15 - Miscellaneous

15.1. Notices. All notices, demands, requests or other communications required to be given or which may be given hereunder shall be in writing and shall be sent by (a) national overnight delivery service, or (b) e-mail transmission (provided that such notice shall also be sent out no later than the next business day after such e-mail transmission by national overnight delivery service or personal delivery if receipt of such e-mail transmission is not confirmed by a party or its legal counsel) (to be clear, for purposes of meeting any deadline for giving of notices, or beginning a time period for the response to a notice, the e-mail delivery shall be sufficient to meet such deadline, or begin the running of such time period, provided the notice is also sent out the next business day as described above), or (c) personal delivery, addressed as follows:

To Buyer: Pine Street Development LLC
932 Broadway Street, Unit 1
Chelsea, MA 02150
Attn: Mikael Vienneau
Email: mv@broadwaycapital.com

	Pine Street Development LLC 932 Broadway Street, Unit 1 Chelsea, MA 02150 Attn: Alek Vienneau Email: alek.vienneau@gmail.com
With a copy to:	The Law Office of Attorney Robert G. Peterson Robert G. Peterson Jr., Esq. 314 Main Street, Suite 103 Wilmington, MA 01887 Email: rob@rgpetersonlaw.com
To Seller:	Swampscott Town Hall 22 Monument Avenue Swampscott, MA 01907 Attn: Town Administrator Email: sfitzgerald@swampscottma.gov
With a copy to:	Katharine Lord Klein, Esq. KP Law, P.C. 101 Arch Street, 12th Floor Boston, MA 02110 Email: kklein@k-plaw.com
To Title Company:	Marsh, Moriarty, Ontell & Golder, P.C. 99 Rosewood Drive, Suite 220 Danvers, MA 01923 Attn: Jeffrey L. Ontell, Esq. Email: jontell@mmoglaw.com

15.2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the state in which the Property is located, and any disputes shall be brought within the courts of said state (or, if applicable, a federal court within said state), without regard to the conflict of laws principles thereof.

15.3. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

15.4. Effective Date. This Agreement shall be effective upon delivery of this Agreement fully executed by Seller and Buyer, which date shall be deemed the Effective Date hereof. Either party may request that the other party promptly execute a memorandum specifying the Effective Date.

15.5. Business Days. If any date herein set forth for the performance of any obligations of Seller or Buyer or for the delivery of any instrument or notice as herein provided

should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located, or the Registry of Deeds in the county where the Property is located is closed.

15.6. Counterparts, Etc. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one fully executed original Amendment, binding upon the parties hereto, notwithstanding that all of the parties hereto may not be signatories to the same counterpart. Additionally, telecopied, DocuSigned or e-mailed signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the telecopied, DocuSigned or e-mailed document, are aware that the other party will rely on the telecopied, DocuSigned or e-mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

15.7. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Whenever reference is made in this Agreement to Seller or Buyer, such reference shall include the successors and assigns of such party under this Agreement.

15.8. Assignment. Buyer shall not have the right to assign this Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's sole and absolute discretion. Buyer shall in no event, at any time, be released from any of its obligations or liabilities hereunder as a result of any assignment.

15.9. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

15.10. Entire Agreement. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Buyer, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.

15.11. Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.12. Survival. Except for those rights and obligations under this Agreement which by their terms expressly survive the termination of this Agreement (collectively, the **"Surviving Termination Obligations"**), the provisions of this Agreement shall not survive after the conveyance of title and payment of the Purchase Price but be merged therein. Every obligation under this Agreement that by its nature is to be performed post-Closing shall survive the Closing, even if not expressly stated elsewhere in this Agreement.

15.13. Confidentiality. Buyer and Seller agree that each shall, at all times prior to the Closing, keep the terms and conditions of this Agreement confidential (subject to the exceptions stated in the next paragraph) and that no publicity or press release with respect to this transaction or this Agreement shall be made by either party without the prior written consent of the other. Buyer shall accord such confidential information contained in the Seller's Documents no lesser care or protection than it accords its own confidential information and will ensure that Buyer's agents conform to the same standards. Buyer and Seller acknowledge that the other party's agreement to maintain the confidentiality described in this Section is a material inducement to their entering into this Agreement, and the terms of this Section shall survive the termination of this Agreement without Closing.

Notwithstanding the foregoing, Buyer and Seller may disclose the terms and conditions of this Agreement: (i) in response to any lawful process requiring disclosure of the same; or (ii) to consultants, experts, attorneys, accountants, and professionals engaged by Buyer in connection with its due diligence, and (iii) where required by law, it being acknowledged that Buyer, being a public instrumentality, is subject to the Public Records Law. Notwithstanding the foregoing, other than any Phase 1 assessments which state that there are no recognized environmental conditions, Buyer's environmental reports and concerns shall first be relayed to Seller before being relayed to any governmental authority (and same shall only ever be relayed to a governmental authority if required by law), and Seller in conjunction with Buyer will address and discuss the subject matter thereof with the applicable regulatory agencies, as desired or required by law.

15.14. Time. Time is of the essence in the performance of each of the parties' respective obligations contained herein.

15.15. Escrow Agreement.

15.15.1. Instructions. Buyer and Seller each shall promptly deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Buyer and Seller) with the Title Company, and, upon receipt of this Agreement (executed by Buyer and Seller), the Title Company shall immediately execute this Agreement where provided below. The parties agree to execute the Title Company's standard form of escrow agreement if so requested by the Title Company, subject to such changes as the Title Company and the parties hereto may agree (each acting reasonably), and to the extent, if any, that such escrow agreement gives the Title Company greater rights and protections than are set forth in **Exhibit A** hereto, the

provisions of such escrow agreement shall control. This Agreement and **Exhibit A**, and such Title Company standard form of escrow agreement if applicable, together with such further instructions, if any, as the parties shall provide to the Title Company by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of the Title Company hereunder are not acceptable to the Title Company, or if the Title Company requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Buyer and Seller shall mutually reasonably approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Buyer.

15.15.2. Real Estate Reporting Person. The Title Company is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by the Title Company shall so provide. Upon the consummation of the transaction contemplated by this Agreement, the Title Company shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Buyer shall promptly furnish their federal tax identification numbers to the Title Company and shall otherwise reasonably cooperate with the Title Company in connection with the Title Company's duties as real estate reporting person.

15.16. Recording of Notice of Agreement. Contemporaneously with execution of this Agreement, Seller and Buyer shall execute a Notice of Agreement, in the form attached hereto as **Exhibit C**, which Buyer is authorized to record with the Essex South District Registry of Deeds.

15.17. Limitation of Liability. Unless otherwise delineated herein, neither party, Buyer and/or Seller, shall be responsible for indirect, consequential, special, and/or punitive damages.

15.18. Waiver of Trial by Jury. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the date set forth above.

SELLER: PINE STREET DEVELOPMENT LLC

By: _____
Name: Mikael R. Vienneau
Title: Manager

BUYER: TOWN OF SWAMPSCOTT, By its Select Board

_____
Laurence Neal Duffy, Chair

_____
David Grishman, Vice-Chair

_____
Peter Spellios, Member

_____
Catherine Phelan, Member

_____
Mary Ellen Fletcher, Member

TITLE COMPANY JOINDER

The Title Company hereby executes this Agreement for the sole purpose of acknowledging its responsibilities hereunder and to evidence its consent to serve as the Title Company in accordance with the terms of this Agreement.

TITLE COMPANY:

MARSH, MORIARTY, ONTELL & GOLDER, P.C., Agent for Chicago Title Insurance Company

By:_____
Name: Jeffrey L. Ontell, Esq.

Date: April ____, 2023

EXHIBIT A

ADDITIONAL ESCROW PROVISIONS

By executing the Agreement to which this **Exhibit A** is attached, Buyer and Seller hereby acknowledge and agree that:

(a) The Title Company shall incur no liability whatsoever in connection with its good faith performance under Section 3 and Section 15.15 of the Agreement or this **Exhibit A**, and do hereby jointly and severally release and waive any claims Buyer or Seller may have against the Title Company, which may result from its performance in good faith of its function under this Agreement, including but not limited to, a delay in the electronic wire transfer of funds. The Title Company shall be liable only for loss or damage caused directly by its acts of negligence while performing as the Title Company under this Agreement.

(b) The Title Company undertakes to perform only those duties which are expressly set forth in the Agreement, and Buyer and Seller acknowledge that these duties are purely ministerial in nature.

(c) The Title Company shall be entitled to rely upon the authenticity of any signature and the genuineness and validity of any writing received by the Title Company relating to this Agreement. The Title Company may rely upon any oral identification of a party notifying the Title Company orally as to matters relating to this Agreement if such oral notification is permitted thereunder. The Title Company is not responsible for the nature, content, validity or enforceability of any of the escrow documents except for those documents prepared by the Title Company.

(d) In the event of any disagreement between the parties hereto resulting in conflicting instructions to, or adverse claims or demands upon the Title Company with respect to the release of any escrow funds or any escrow documents, the Title Company may refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue and in so refusing the Title Company shall not release any escrow funds or any escrow documents. The Title Company shall not be, or become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (i) shall have been adjusted by agreement and it shall have been notified in writing thereof by the parties hereto; or (ii) shall have finally been determined in a court of competent jurisdiction. In the alternative, the Title Company may, but shall not be obligated to, file a suit in interpleader for a declaratory judgment for the purpose of having the respective rights of the claimants adjudicated and may deliver to the court any escrow funds or any escrow documents and the cost of said interpleader including attorney's fees and court costs shall be payable to the Title Company from escrow funds.

(e) The Title Company shall be entitled to receive reimbursement as the Title Company of documented reasonable attorneys' fees and other documented out-of-pocket expenses incurred by it in the performance of its duties under this Agreement, which shall be

paid in equal amounts by Buyer and Seller. If the Title Company's duties and responsibilities are increased beyond those contemplated within this Agreement, additional compensation will be allowed as agreed upon in writing by all of the parties hereto. Such additional compensation shall be shared equally by Buyer and Seller.

(f) The Title Company may at its sole discretion resign by giving (30) days written notice thereof to the parties hereto. The parties shall furnish to the Title Company written instructions for the release of any escrow funds or any escrow documents. If the Title Company shall not have received such written instructions within such thirty (30) day period, the Title Company may petition any court of competent jurisdiction for the appointment of a successor escrow agent and upon such appointment deliver any escrow funds and any escrow documents to such successor. Costs and fees incurred by the Title Company may, at the option of the Title Company, be deducted from any funds held pursuant hereto. The Title Company neither approves nor disapproves of this transaction, nor does it recommend for or against, nor does it have an opinion as to the legality or validity of this transaction.

(g) If any escrow funds are at any time attached, garnished, or levied upon under any court order or if the payment or delivery of any escrow funds is stayed or enjoined by any court order, or if any order, judgment or decree shall be made or entered by any court affecting escrow funds, the Title Company is authorized, in its sole discretion, to rely upon and comply with the order, writ, judgment or decree. The Title Company shall not be liable to any of the parties or to any other person firm or corporation by reason of such compliance even though the order, writ, judgment or decree may be subsequently reversed modified, annulled, set aside or vacated.

(h) Upon making disposition of any escrow funds in accordance with this Agreement, the Title Company shall be deemed fully released and discharged from any and all duties and obligations under this Agreement, without the need that any other documentation be executed by Seller or Buyer.

(i) The Title Company shall not be responsible for (i) any fluctuations in the interest rate applicable to any cash held by it pursuant to or by virtue of this Agreement; or (ii) the validity, sufficiency, collectability, or legal effect of any instrument deposited with Title Company.

(j) Buyer and Seller are aware that the Federal Deposit Insurance Corporation ("**FDIC**") coverages apply only to a cumulative maximum amount of $250,000 for each individual deposit for all of depositor's accounts at the same or related institution. The parties hereto further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC insurance. Further the parties hereto understand that the Title Company assumes no responsibility for, nor will the parties hereto hold the Title Company liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed $250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation or that FDIC insurance is not available on certain types of bank instruments.

EXHIBIT B

List of Personal Property

None

EXHIBIT C

Notice of Agreement

This Notice of Agreement (this "**Notice**") is made and entered into as of this ___ day of April, 2023, by and between **Pine Street Development LLC**, a Massachusetts limited liability company, having an address of 932 Broadway Street, Unit 1, Chelsea, MA 02150 (the "**Seller**"**),** and the **Town of Swampscott**, a Massachusetts municipal corporation, having an address of Swampscott Town Hall, 22 Monument Avenue, Swampscott, MA 01907 ("**Buyer**").

Seller and Buyer hereby give notice of the following:

1. Seller is the owner a parcel of real property located at 12-24 Pine Street, Swampscott, Massachusetts, being Assessor's Tax Map 3-4-0, containing 0.360 acres, more or less, and described in a deed recorded with the Essex South District Registry of Deeds in Book 40542, Page 4 (the "Property").

2. Seller and Buyer have entered into a Purchase and Sale Agreement, dated April ___, 2023 (the "Agreement"), whereby Seller has agreed to sell the Property to the Buyer, and Buyer has agreed to buy the Property from the Seller.

3. This Notice provides notice of the right of Buyer under the Agreement to buy the Property from the Seller.

4. This Notice has been executed pursuant to the Agreement for recording purposes only, does not purport to include all the provisions of the Agreement, and is not intended or deemed to amend, supplement or vary the terms and provisions of the Agreement. In the event of any conflict between the provisions of this Notice of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control.

[Signature Page Follows]

The parties hereunto set their hands and seals as of the date and year above written.

SELLER: PINE STREET DEVELOPMENT LLC

By: _____
Name: Mikael R. Vienneau
Title: Manager

BUYER: TOWN OF SWAMPSCOTT
By Its Select Board

_____
Laurence Neal Duffy, Chair

_____
David Grishman, Vice-Chair

_____
Peter Spellios, Member

_____
Catherine Phelan, Member

_____
Mary Ellen Fletcher, Member

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of April, 2023, before me, the undersigned Notary Public, personally appeared Mikael R. Vienneau, Manager of Pine Street Development LLC, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Pine Street Development LLC.

_____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of April, 2023, before me, the undersigned Notary Public, personally appeared _____, Member of the Swampscott Select Board, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Swampscott.

_____

Notary Public

My Commission Expires:

FY 2024 Capital Plan

Town Administrator Recommendations

Photo courtesy of Bobby Zee

Town of Swampscott – April 4th, 2023

Overview

- Overview of Capital Previously Approved
- Development of 2024 Recommendations
- Recommended Projects
- Financial Considerations
- Next Steps

Process

May-July 2022

Staff Develops Recommendations for CIP Procedures for 2024

7/14/2022

Memo Issued to Department Heads with internal deadlines

8/2/2022

Capital Improvements Committee Meets to reflect on 2023 CIP process and establish CIP procedures for 2024

8/8/2022

Memo Issued to Department Heads with specific procedures for submission per CIC

9/1/2022

CIP Proposal Submissions due

September 2022

Initial submission data compiled and reviewed by staff and Town Administrator

10/4/2022-10/8/2022

CIC Meets to review submission data and discuss proposals with department heads

Oct 2022 – March 2023

Internal Review and Fine-Tuning of Recommendations

4/4/2023

Final Town Administrator Recommendations issued to Select Board for consideration

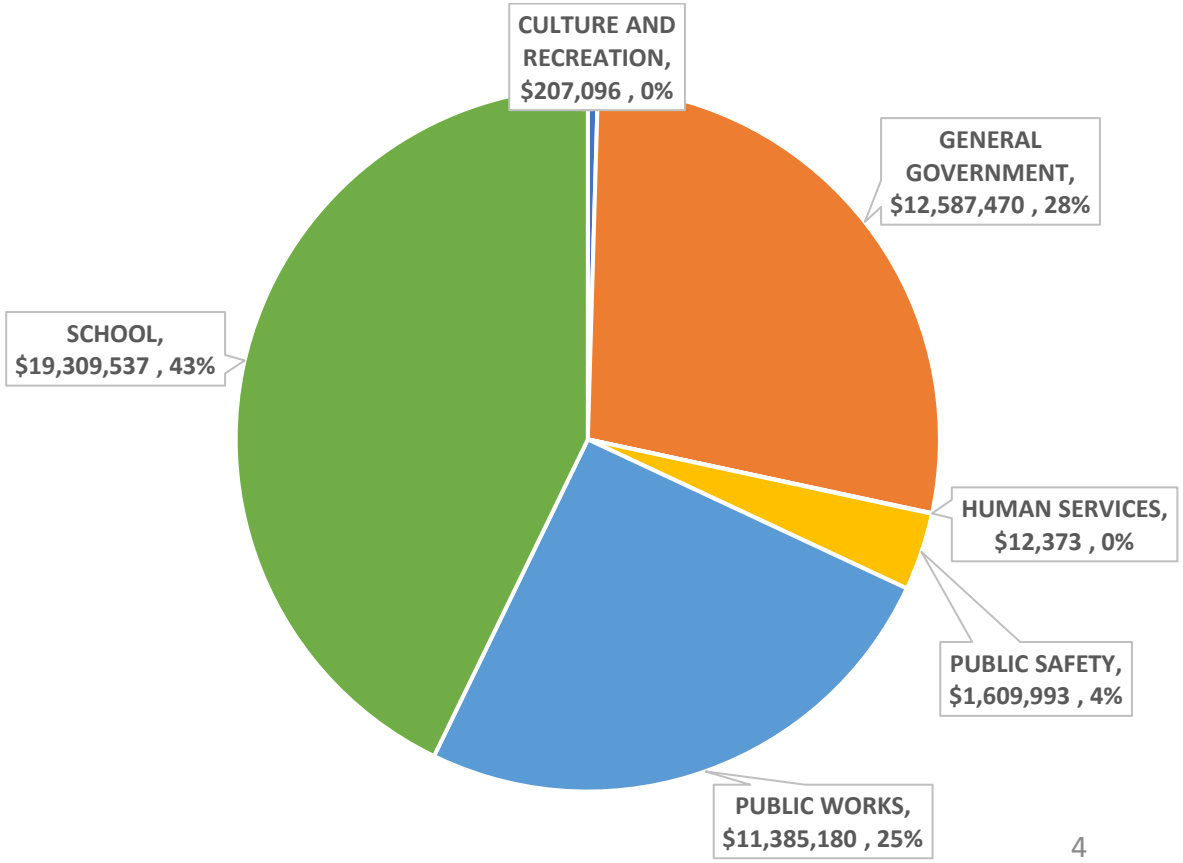
Past Five Years

Capital Expenditures totaling approximately $45.1M made during five-year period FY18-FY22

Top Project Expenditures:

- #1: $5.3M Sewer Rehabilitation
- #2: $5.1M New School Feasibility and Construction
- #3: $1.4M Middle School Roof
- #4: $1.3M Turf Field
- #5 $0.8M Seawall Repairs

2018-2022 Capital Expenditures by Function



Ongoing Projects

New Elementary School
Total Project Budget: $101,226,506

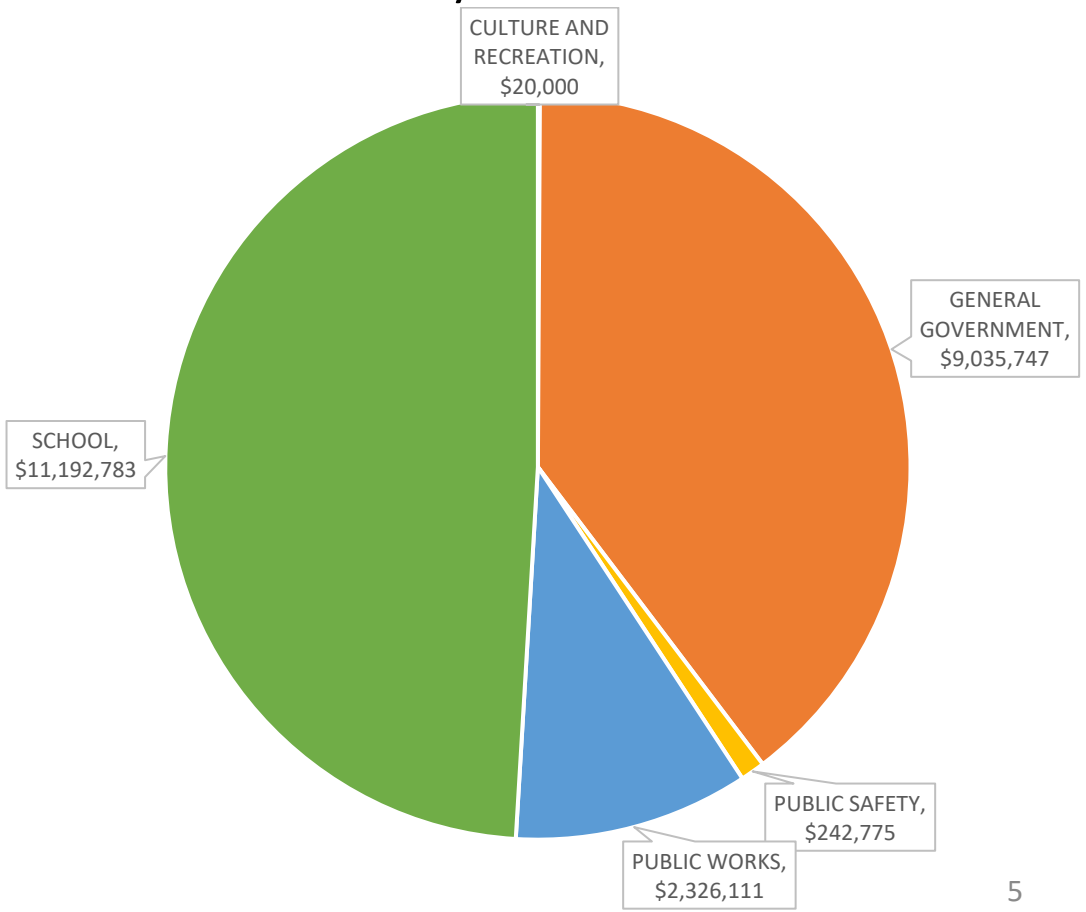
Land Acquisition
Total Project Budget: $8,875,000

Middle School Fire Alarm System
Total Project Budget: $1,700,000

High School Exterior Improvements
Total Project Budget: $150,000

Library Envelope
Total Project Budget: $150,000

2023 YTD Capital Expenditures by function



SWAMPSCOTT
CIP Projects

Community Development

1 Project

Total Funding Recommended for FY24:

$0

Branding & Wayfinding

*FY2025 - $50,000 – Free Cash (*possible grant)*

One-Time Project | Requesting Multiple Years of Funding

- Goal of the project is to standardize all digital and print materials for the Town
- Will include logo, slogan/tagline, font, color, and placement
- Wayfinding design will be for town facilities and points of interest
- Will utilize a consultant

Public Works

8 Projects

Total Funding Recommended for FY24:
$2,347,000

Street Paving & Roadway Repair

FY2024 - $350,000 – Borrowing Recurring Project | Requesting Multiple Years of Funding

- Streets are analyzed by an outside consultant and paved based on need using objective road condition criteria
- The town has 50 miles of paved public roadway
- In the past five years, the town has repaved 10 miles of roadway
- Anticipating $300,000 of state aid via Chapter 90 Appropriations
- Requesting $350,000 of local funding to supplement Chapter 90

Paving - Cemetery

FY2024 - $50,000 – Perpetual Care Fund

One-Time Project | Requesting One Year of Funding

- Cemetery contains 1.5 miles of paved roadway
- Last time the cemetery was repaved was 20+ years ago
- Roads are in poor condition; complete repave is necessary
- Appropriating funds from the Cemetery Perpetual Care Fund eliminates financing costs for this project

Level/Grade Field at Phillips Park

FY2024 - $150,000 – Borrowing One-Time Project | Requesting One Year of Funding

- Goal of this project is to improve the usability and safety of the field
- Entails tearing out the field and installing a fabric layer beneath the field surface that will prevent settling
- Phillips Park is prone to settling as it was built on a former landfill

Equipment Replacement

FY2024 - $247,000 – Borrowing Recurring Project | Requesting One Year of Funding

- Replacement of 2001 Water Utility Truck
- Replacement of 2002 GMC Sander
- Equipment of this nature will generally last 15 years
- These pieces of equipment have been used for 20+ years and are well past their expected lifespan

Town-Wide Traffic Improvements

*FY2024 - $1,000,000 – Borrowing (*possible grant)*

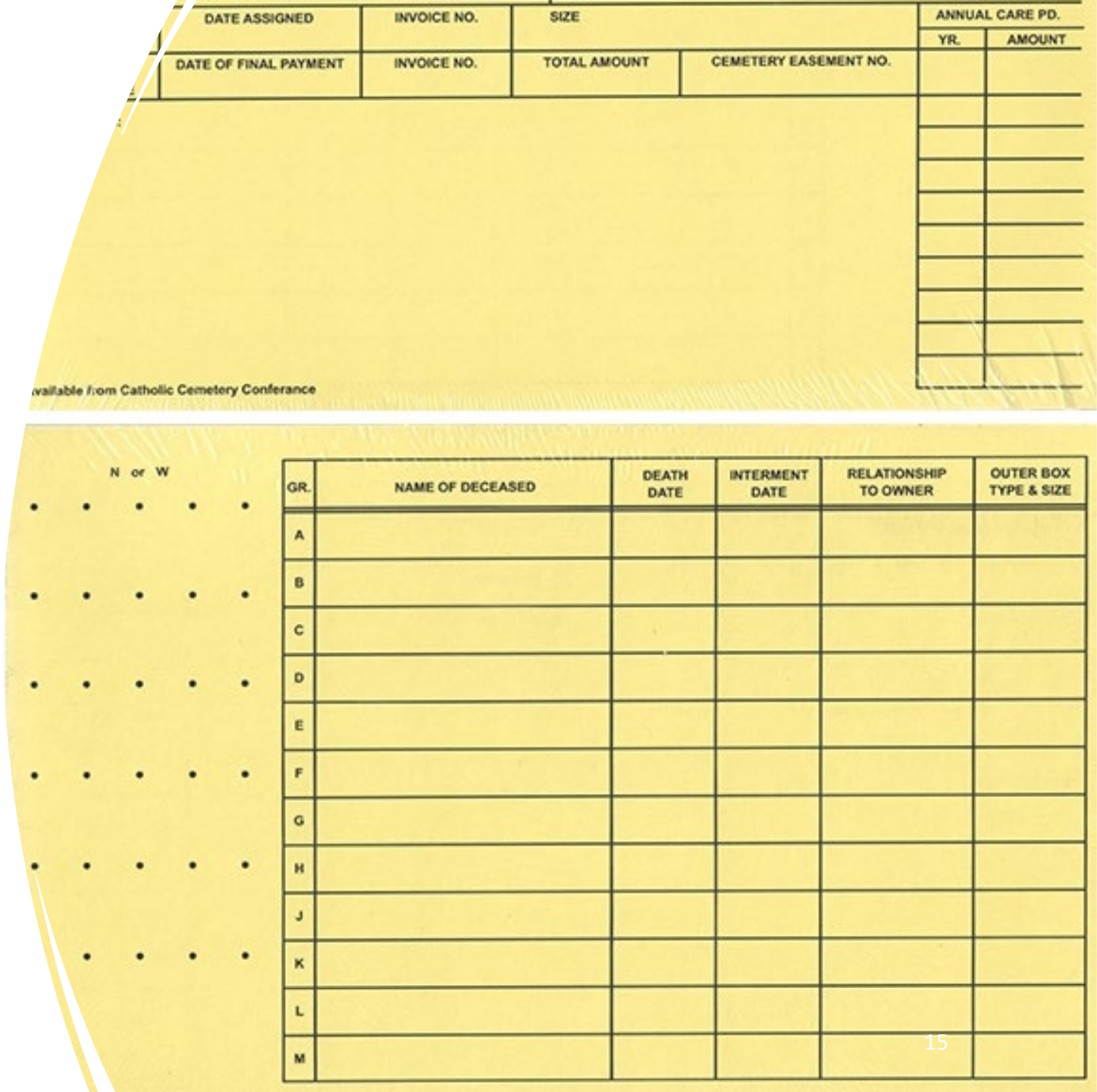
One-Time Project | Requesting One Year of Funding

- Project includes roadway and sidewalk improvements
- A few key areas of improvement include:
  - Orchard Road area
  - Forest Avenue
  - Forest Avenue Extension
  - Humphrey St outdoor dining
  - Fisherman's Beach area
  - Blaney Street
  - Norfolk Avenue
  - Middlesex Avenue
  - Jackson Park

Digitization of Cemetery Records

FY2027 - $250,000 – Borrowing One-Time Project | Requesting One Year of Funding

- Cemetery Records are recorded manually on index cards, in triplicate using a typewriter
- Digitizing Records creates administrative efficiencies, and makes cemetery records more accessible via a public, online database
- Permanent Records are protected from physical damage or loss via electronic storage and backup
- Project is planned for FY2027, and current estimate of cost is $250,000
  - Cost includes initial record digitization and setup; annual software subscription thereafter



Seawall Repairs

FY2024 - $250,000 – Borrowing Recurring Project | Requesting One Year of Funding

- Complete Kings Beach Seawall; move on to Eisman's Beach/New Ocean area
- Includes removal of loose concrete, replacement of re-bar, and application of shotcrete

Water & Sewer

4 Projects

Total Funding Recommended for FY2024:

$1,200,000

Removal of Cemetery Surplus Fill

FY2024 - 250,000 – Surplus Sewer Capital & Sewer Borrowing

One-Time Project | Requesting One Year of Funding

- Phase I of this project has already been funded; this request is for Phase II
- Entails sorting and hauling out fill that was dumped as a result of excavation work primarily related to sewer projects
- Once cleared, land can be used for storage of DPW/Cemetery equipment and eventually as burial plots

Water Main Replacement

FY2024 – $750,000 – Borrowing (MWRA O% Financing Program)

Recurring Project | Requesting One Year of Funding

- Work will be completed along Atlantic Ave, from Blodgett Ave to the Marblehead Line
- Work will be completed from Beach Bluff Ave, from Atlantic Ave to Mostyn Street
- Work is expected to take six months to complete
- Funding is available through an interest-free loan program offered by the MWRA

Water Meter Replacement

FY2025 - $3,000,000 – Water Fund Borrowing One-Time Project | Requesting One Year of Funding

- Project will replace all water meters at their endpoints throughout town
- The meters were last replaced in 2005 at a cost of $2,500,000
- The meters are currently beyond their useful life and begin to underreport on water usage

Lift Station Upgrades
FY2024 - $200,000 – Grant (State)
One-Time Project | Requesting One Year of Funding

- Project will upgrade antiquated panels in three of the lift stations
- Modern panels have clearer indicators that increase efficiency in diagnosing issues/malfunctions, improving the response time, and preventing damage to the station equipment

Facilities

32 Projects

Total Funding Recommended for FY2024:

$1,915,000

Municipal Property Capital

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Funding Source: Borrowing (General Fund)
- Project Cost: $100,000
- Purpose: To address repairs at multiple sites

TERM Rating	Condition	Description
Excellent	4.8–5.0	No visible defects, near-new condition.
Good	4.0–4.7	Some slightly defective or deteriorated components.
Adequate	3.0–3.9	Moderately defective or deteriorated components.
Marginal	2.0–2.9	Defective or deteriorated components in need of replacement.
Poor	1.0–1.9	Seriously damaged components in need of immediate repair.

Clarke Renovation

FY2024-26 - $6,650,000 – Borrowing

Recurring Project | Requesting Multiple Years of Funding

- The facility will close as an elementary school after June 2024
- Renovation will be to convert building into School Administration and new home of the Preschool / Early Childhood Education programs
- Anticipated to reopen Sept 2025
  - FY2024 – schematic design
  - FY2025 – final design
  - FY2026 – construction/renovation

District Pick-Up with Plow

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Funding Source: Surplus Capital Transfer
- Project Cost: Purpose: $75,000
- Purpose: Replace 1 of 2 facilities pick-ups/plows. This vehicle was purchased in 2007 and is beyond its useful life.

DPW Yard Improvements & Site Study

- Duration: 2 Years
- Fiscal Year(s) Funding Requested: FY 2024, 2025
- Funding Source: Borrowing (General Fund)
- Project Cost: $400,000
- Purpose: Address immediate building needs and fund site study for a new facility.

Facilities Director Electric Vehicle

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2026
- Funding Source: Borrowing (General Fund) (grant possible)
- Project Cost: $80,000
- Purpose: Replace Facilities Ford Explorer with electric vehicle at end of useful life.

Field Covering System - Blocksidge

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2026
- Funding Source: Borrowing (General Fund)
- Project Cost: $250,000
- Purpose: Field covering for portion of turf field (appx. 30,000 sq. feet)

Field House Improvements

- Duration: 2 Years
- Fiscal Year(s) Funding Requested: FY 2025, 2026
- Funding Source: Borrowing (General Fund)
- Project Cost: $300,000 ($150,000 per Year)
- Purpose: Exterior improvements in phase one, including new windows, trim repair, masonry repair, chimney repairs, ev charging stations. Partial interior renovation in phase two.

Fire Station Improvements

- Duration: 2 Years
- Fiscal Year(s) Funding Requested: FY 2025, 2026
- Funding Source: Borrowing (General Fund) (grant possible)
- Project Cost: $250,000 ($50,000 Year 1, $200,000 Year 2)
- Purpose: Add 2nd means of egress from 2nd floor, repair building envelope, paint exterior, replace windows, possible addition of solar PV panels

Fish House Electrical & Fire Protection Improvements

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2027
- Funding Source: Borrowing (General Fund) (grant possible)
- Project Cost: $300,000
- Purpose: Upgrade fire alarm system, modify and upgrade sprinkler system, install new electrical services and improve distribution system, install EV charging stations

Green Communities Projects

- Duration: 3 Years
- Fiscal Year(s) Funding Requested: FY 2024, 2025, 2026
- Funding Source: Grant (state)
- Project Cost: $300,000 ($100,000 per year)
- Purpose: Grant application will be submitted in the fall; grant funds various energy efficiency-related projects at municipal buildings, including schools

GREEN COMMUNITIES

Massachusetts
DEPARTMENT OF ENERGY RESOURCES

High School Lobby/Cafeteria Flooring

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2025
- Funding Source: Borrowing (General Fund)
- Project Cost: $100,000
- Purpose: Replace flooring in high school lobby and cafeteria

High School Media Center Shades

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Funding Source: Surplus Capital Transfer
- Project Cost: $50,000
- Purpose: Replace shade system in high school media center; current system is non-functioning and unrepairable

High School RTU/Controls Improvements

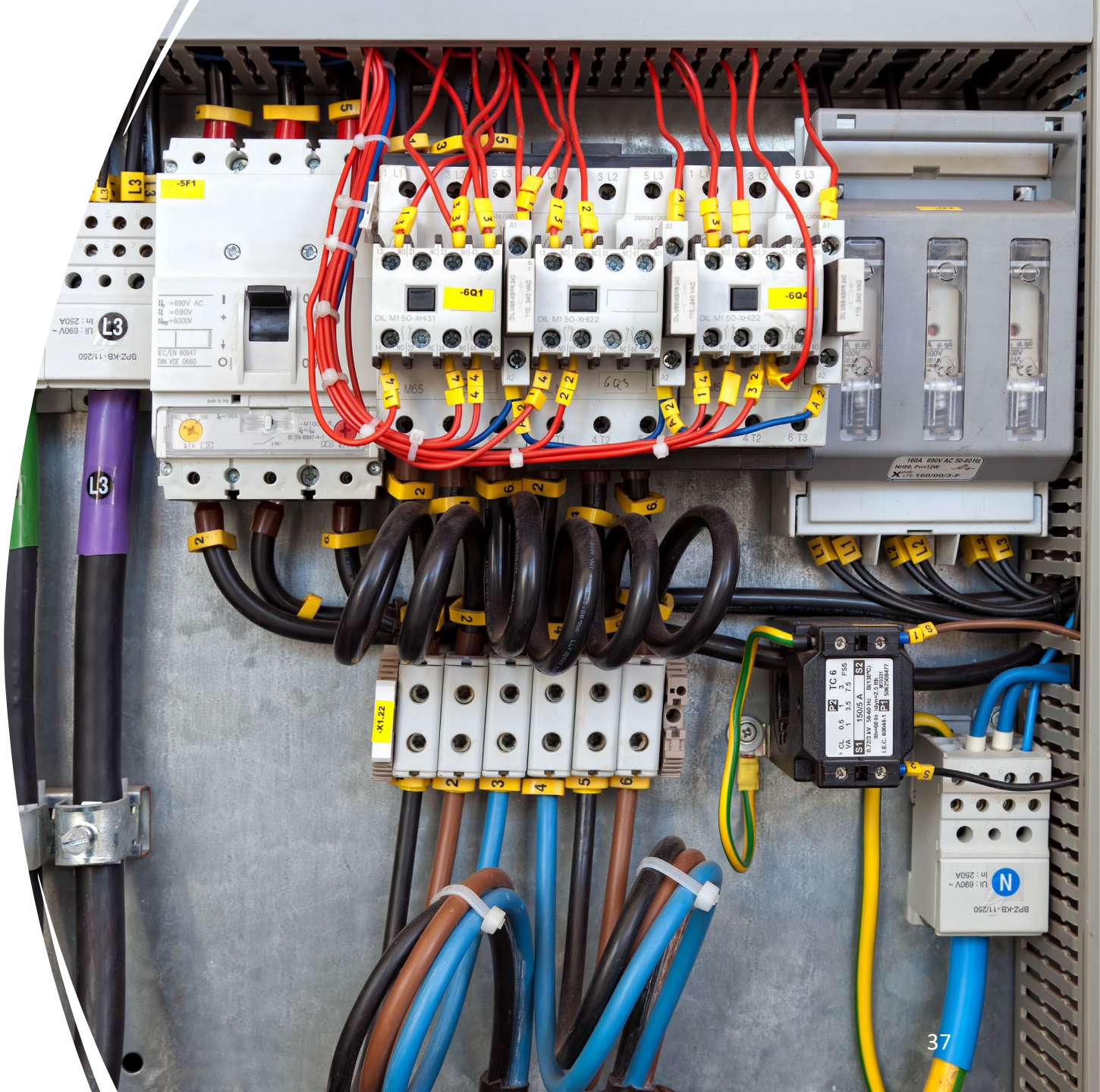
- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2026
- Funding Source: Borrowing (General Fund)
- **Project Cost: $1,000,000**
- Purpose: Rebuild/replace rooftop HVAC equipment in conjunction with overhaul of building controls system

High School/Middle School Paving

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2026
- Funding Source: Borrowing (General Fund)
- Project Cost: $750,000
- Purpose: Re-Pave on-site asphalt at high school and middle school

Library Controls & Electrical

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2025
- Funding Source: Borrowing (General Fund)
- Project Cost: $100,000
- Purpose: Add 3rd floor sub-panel; tie in ATC into Metasys control platform



Library Entries

- Duration: 2 Years
- Fiscal Year(s) Funding Requested: FY 2024, 2025
- Funding Source: Borrowing (General Fund)
- Project Cost: $900,000
- Purpose: Major Improvements to library front entry exterior/interior and exterior children's room space

Library Flooring Replacement

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2025
- Funding Source: Borrowing (General Fund)
- Project Cost: $100,000
- Purpose: To replace carpeting throughout the public library.

Middle School Major Renovation

- Duration: 3 Years
- Fiscal Year(s) Funding Requested: FY 2027, 2028, 2029
- Funding Source: Borrowing (General Fund), *Potential MSBA Grant*
- Project Cost: $110,000,000
- Purpose: To renovate, in phases, the existing middle school building including upgrades to HVAC, Electrical, Accessibility, Sprinklers, Hazardous Materials, Windows, Doors, Finishes and space configurations.

Middle School Media Center Improvements

- Duration: 2 Years
- Fiscal Year(s) Funding Requested: FY 2024, 2025
- Funding Source: Borrowing (General Fund)
- Project Cost: $220,000
- Purpose: Modifications to configure existing library as modern media center space. Includes new furnishings, new space layout, and cosmetic upgrades.

Middle School Security Upgrades

- Duration: 2 Years
- Fiscal Year(s) Funding Requested: FY 2024, 2025
- Funding Source: Borrowing (General Fund)
- Project Cost: $210,000
- Purpose: Security upgrades at the middle school including major improvements to front entry and upgrades to interior door hardware.

Middle School/High School Landscaping Improvements

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2025
- Funding Source: Borrowing (General Fund)
- Project Cost: $100,000
- Purpose: Improve landscaping at middle school and high school, including refurbishment of existing plantings and addition of new plantings.

Municipal Buildings Solar Canopy FY2027 - $250,000 – Borrowing (*possible grant)

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Funding Source: Borrowing (General Fund)
- Project Cost: $50,000
- Purpose: Installation of PV canopy at municipal buildings to generate electricity and provide shelter for vehicles

Police Station Controls Upgrades

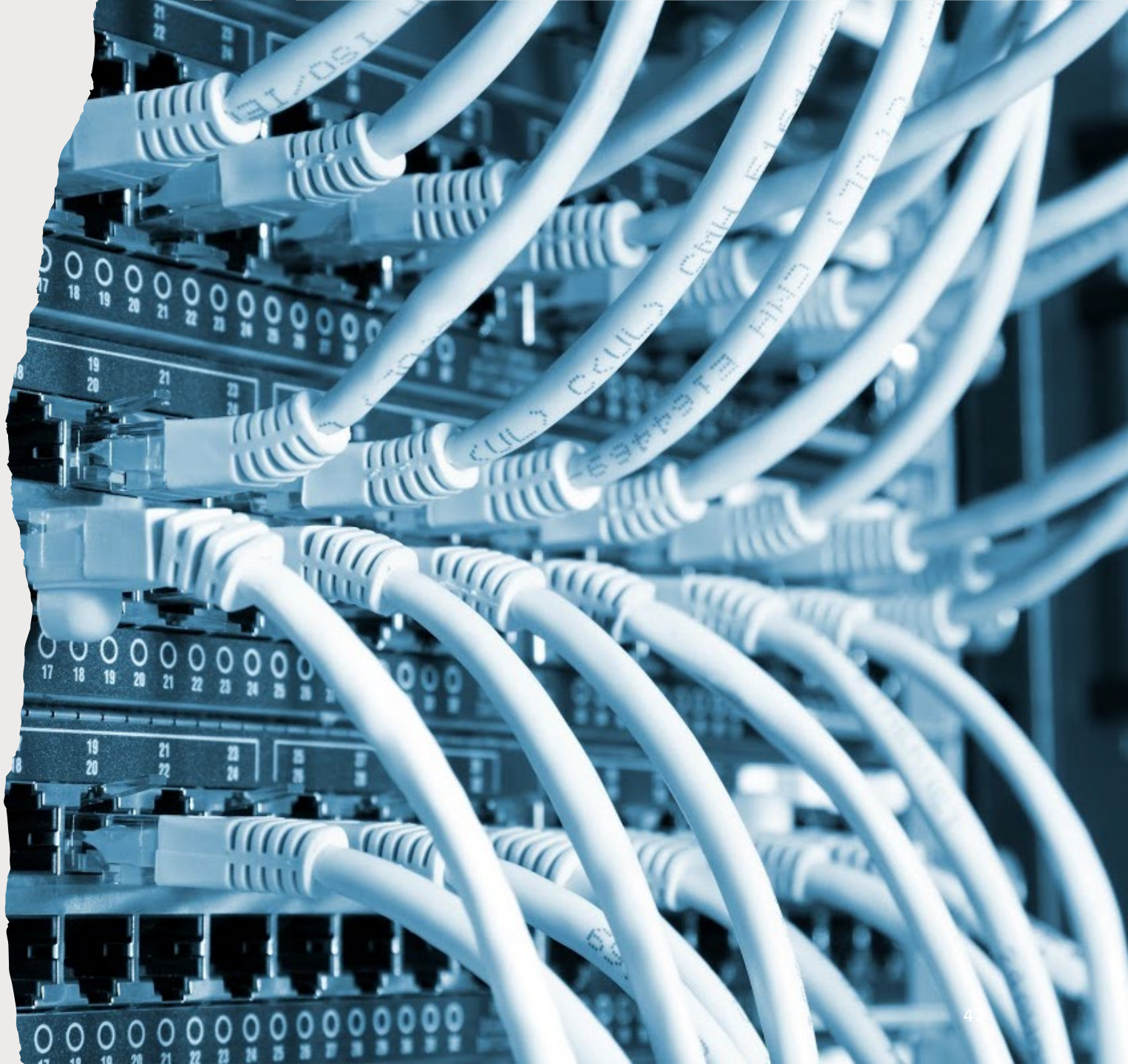
- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Funding Source: Borrowing (General Fund)
- Project Cost: $50,000
- Purpose: Upgrade HVAC controls system for accessibility and compatibility with the management system that other town buildings utilize.

Roofing Forest Ave Field Complex

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2025
- Funding Source: Borrowing (General Fund)
- Project Cost: $80,000
- Purpose: Re-roof multiple buildings at Forest Ave Field Complex.

School Network Upgrades

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024, 2025, 2026, 2027, 2028
- Funding Source: 50 % Borrowing (General Fund), 50% Federal Grant
- Project Cost: $140,000 (Year 1); $70,000 each year after
- Purpose: To leverage federal E-Rate grant funds to upgrade network components throughout the school district.



School Phone Improvements

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Project Cost: $100,000
- Funding Source: Borrowing (General Fund)
- Purpose: To upgrade school phone systems to comply with E-911 requirements.

Senior Center Improvements

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Project Cost: $50,000
- Funding Source: Borrowing (General Fund)
- Purpose: To configure and equip Senior Center spaces including commercial kitchen.

Town Hall Basement

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Project Cost: $50,000
- Funding Source: Borrowing (General Fund)
- Purpose: To design and configure Town Hall basement meeting space and employee break room.

Town Hall Exterior Restoration

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Project Cost: $300,000
- Funding Source: Borrowing (General Fund)
- Purpose: To address roofing, masonry, windows, and other areas of concern with the exterior town hall

Town Hall HVAC Upgrades

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2026
- Project Cost: $200,000
- Funding Source: Borrowing (General Fund)
- Purpose: To upgrade HVAC equipment that services town hall.

High School Auditorium Upgrades

- Duration: 2-Year
- Fiscal Year(s) Funding Requested: FY 2024, 2025
- Project Cost: $700,000
- Funding Source: Borrowing (General Fund) (fundraising component likely)
- Purpose: To upgrade A/V and lighting equipment in the high school auditorium, allowing the space to better accommodate community events, including revenue-generating events.

Fire

4 Projects

Total Funding Requested for FY24: $36,000

Decommission Municipal Wired Alarm System

- Duration: 3-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Project Cost: $36,000
- Funding Source: Borrowing (General Fund)
- Purpose: To complete the final phase of decommissioning the town's obsolete municipal wired alarm system.

Replace Ladder Truck

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2025
- Project Cost: $1,650,000
- Funding Source: Borrowing (General Fund)
- Purpose: To replace existing aerial ladder truck.

Replace Car 22

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2025
- Project Cost: $70,000
- Funding Source: Borrowing (General Fund)
- Purpose: To replace the department's 2008 Chevy Tahoe. Vehicle is unreliable and maintenance costs are increasing.

Replace Cascade System

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2025
- Project Cost: $83,000
- Funding Source: Borrowing (General Fund) (Grant opportunities are being explored)
- Purpose: To replace the compressed air system used to refill self-contained breathing apparatus cylinders. Current system is greater than 25 years old and parts to maintain the system are scarce and expensive because it is obsolete.

Library

1 Project

Total Funding Requested for FY2024:

$40,000

Service Enhancements - Furniture

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Project Cost: $40,000
- Funding Source: Surplus Capital Transfer
- Purpose: To replace service desks (last replaced in 1995) and provide additional furnishings which better accommodate guests with young children.

Senior Center

1 Project

Total Funding Requested for FY2024:

$40,000

Electric Van

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Project Cost: $40,000
- Funding Source: Federal Grant (Grant not yet awarded)
- Purpose: To acquire an electric van to be used to provide transportation to seniors.

Police

2 Projects

Total Funding Requested for FY2024:

$112,500

Firearms Upgrades

- Duration: 3 Years
- Fiscal Year(s) Funding Requested: FY 2024, 2025, 2026
- Project Cost: $20,500 (Year 1), $11,500 (Year 2), $40,500 (Year 3)
- Funding Source: Borrowing (General Fund)
- Purpose: To replace 40 handguns and three rifles with required accessories, as well as acquire six BolaWraps, a form of less-lethal subject control.

Cruiser & Cruiser Laptop Replacement

- Duration: 3 Years
- Fiscal Year(s) Funding Requested: FY 2024, 2026, 2028
- Project Cost: $92,000 (Year 1), $55,000 (Year 2), $55,000 (Year 3)
- Funding Source: Borrowing (General Fund)
- Purpose: To acquire and equip hybrid police cruisers and upgrade equipment on existing cruisers.

Public Education

2 Projects

Total Funding Requested for FY2024:

$130,000

MS STEM Lab Upgrades

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Project Cost: $30,000
- Funding Source: Surplus Capital Transfer
- Purpose: To replace hardware in the SMS STEM lab originally purchased with privately donated funds in 2016. The hardware runs the robotics and design software utilized by the program. Equipment has a useful life of 6-7 years.

Interactive White Boards

- Duration: 3 Years
- Fiscal Year(s) Funding Requested: FY 2024, 2025, 2026
- Project Cost: $300,000 ($100,000 per year)
- Funding Source: Surplus Capital Transfer – Year 1; Borrowing (General Fund) Years 2-3
- Purpose: To replace smart boards that have reached end-of-life. Boards have a life expectancy of 8-10 years. This project will replace boards at SMS and SHS so that all classrooms have upgraded boards.

Town Administrator

3 Projects

Total Funding Requested for FY2024:

$220,000

Digitization of Departmental Records

- Duration: 4 Years
- Fiscal Year(s) Funding Requested: FY 2024, 2025, 2026, 2027
- Project Cost: $280,000 ($70,000 per year)
- Funding Source: Borrowing (General Fund); Grant opportunities being explored but not identified at this time
- Purpose: To fund digitization of records at town hall for various departments via scanning and indexing.

Lynn Dispatch (Intermunicipal Agrmt)

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Project Cost: $50,000
- Funding Source: Borrowing (General Fund)
- Purpose: To fund upgrades to the equipment and facilities of Lynn Dispatch. The town is party to an intermunicipal agreement with Lynn for the provision of public safety dispatch services.

Vinnin Square Planning

- Duration: 1-Year
- Fiscal Year(s) Funding Requested: FY 2024
- Project Cost: $100,000
- Funding Source: Borrowing (General Fund) Grant opportunities being explored but not identified at this time
- Purpose: Planning study relative to the Vinnin Square commercial district, which will be used to aid future design of and development in the area

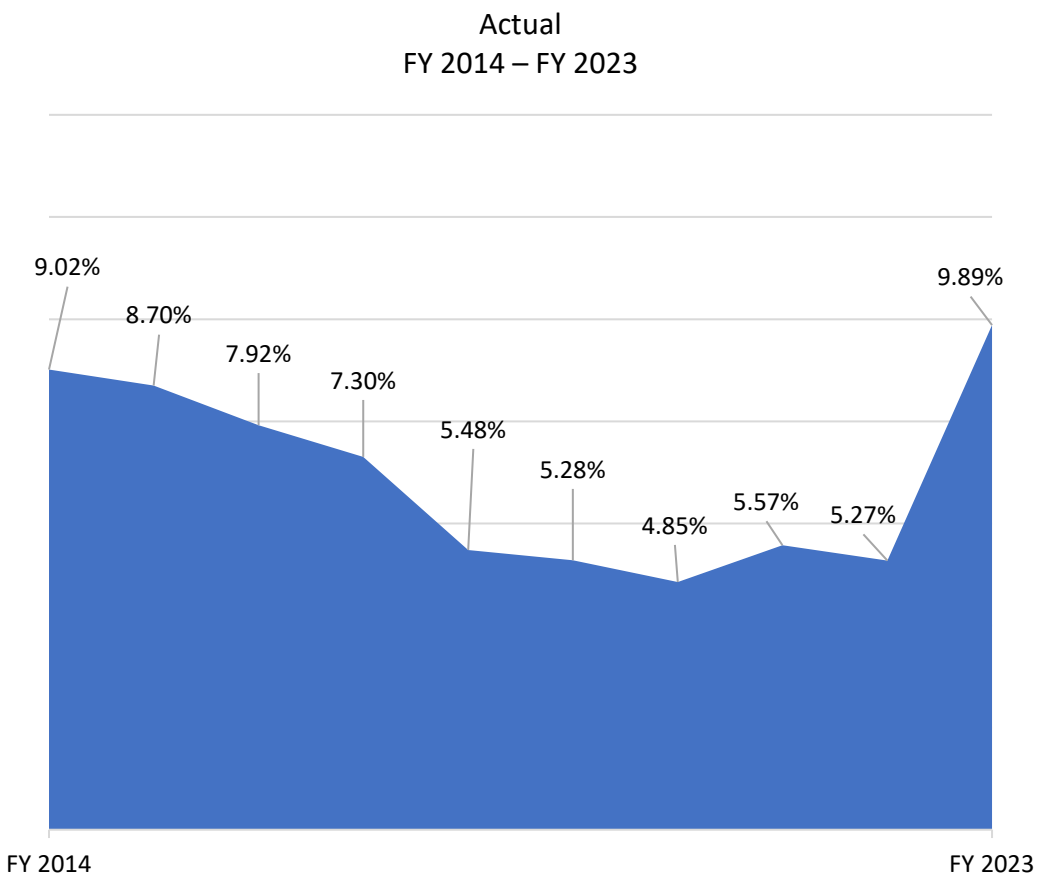
Financial Considerations

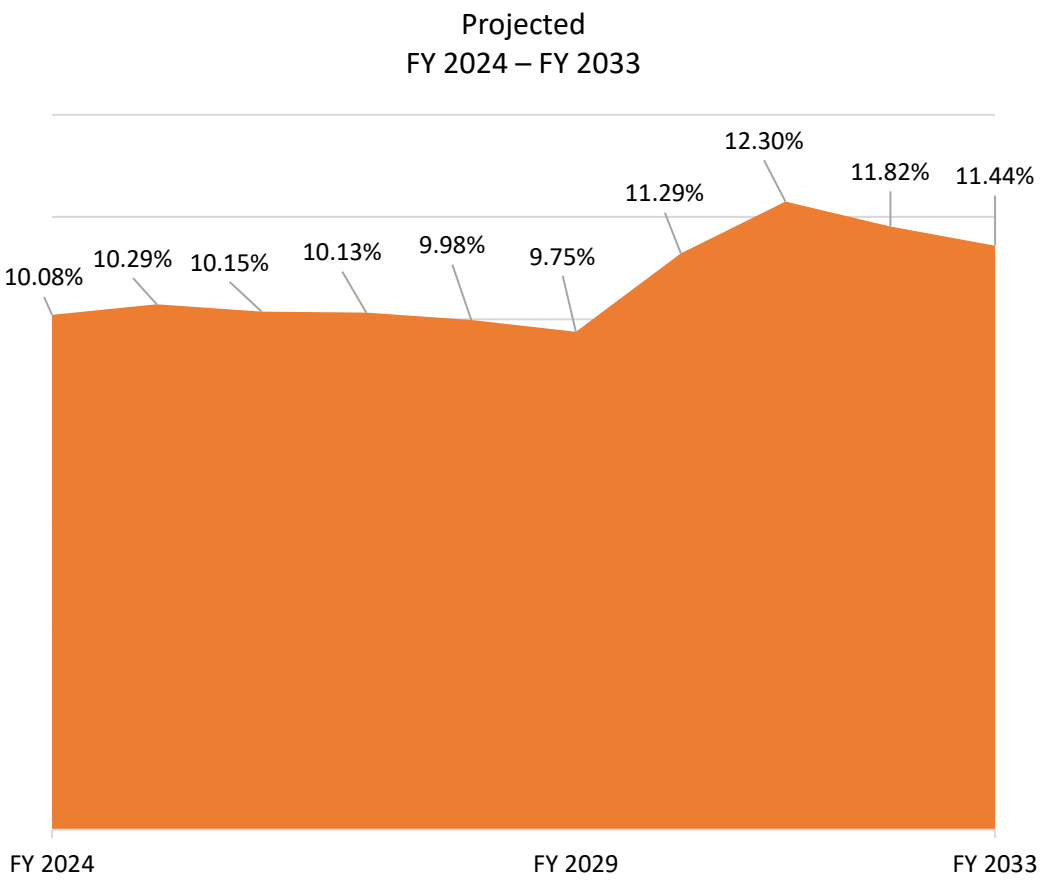
Summary of Recommended Funding Sources

Source	**FY 2024**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**
Borrowing – General	$3,985,500	$5,129,500	$9,180,500	$2,255,000	$60,440,000
Borrowing – Water		$3,000,000			
Borrowing – Water (0% Interest)	$750,000				
Borrowing – Sewer	$82,000				
Surplus Capital Transfer	$463,000				
Free Cash		$50,000			
Cemetery Perpetual Care Fund	$50,000				
Grants - Federal	$110,000	$35,000	$35,000	$35,000	$35,000
Grants - State	$600,000	$100,000	$100,000		
Totals	**$6,040,500**	**$8,414,500**	**$9,415,500**	**$2,290,000**	**$60,475,000**

General Fund Debt Service

as a % of Budget





Bond Rating

AA+

Ratings Detail (As Of October 13, 2022)	
Swampscott GO mun purp loan	
Long Term Rating	AA+/Stable
Swampscott GO BANs	
Short Term Rating	SP-1+

Very strong management

Very strong budgetary flexibility

Strong budgetary performance

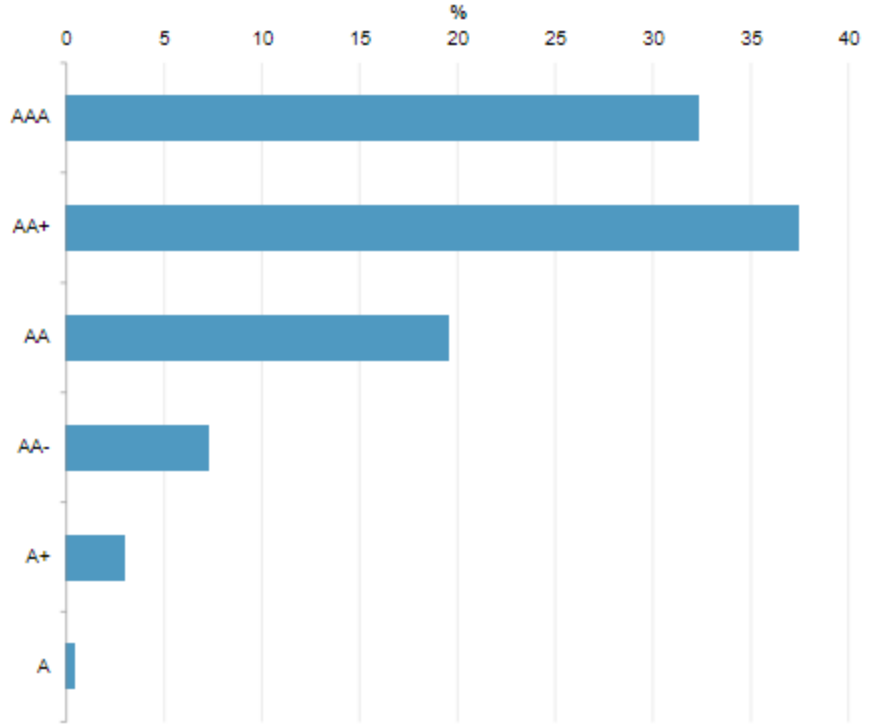
Very weak debt & long-term liabilities

Very strong liquidity

Strong institutional framework

Very strong economy

Massachusetts Municipalities: Ratings Distribution
As of Sept. 9, 2022



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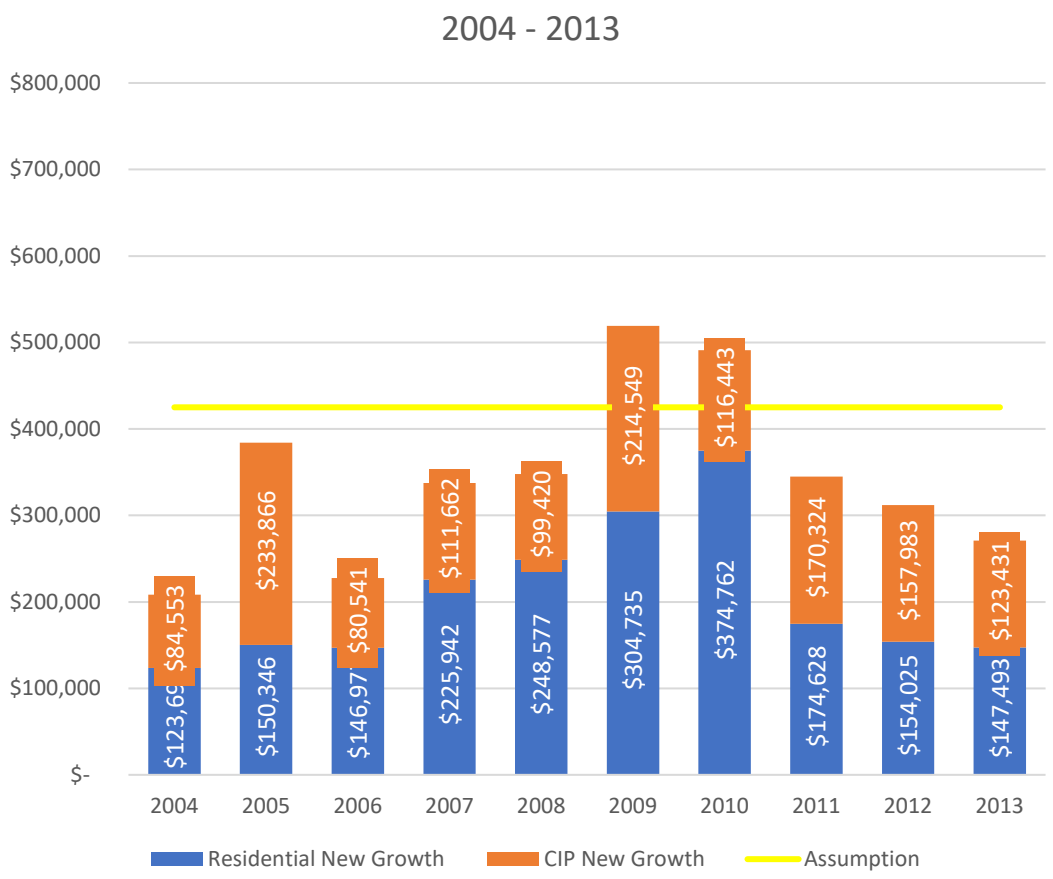
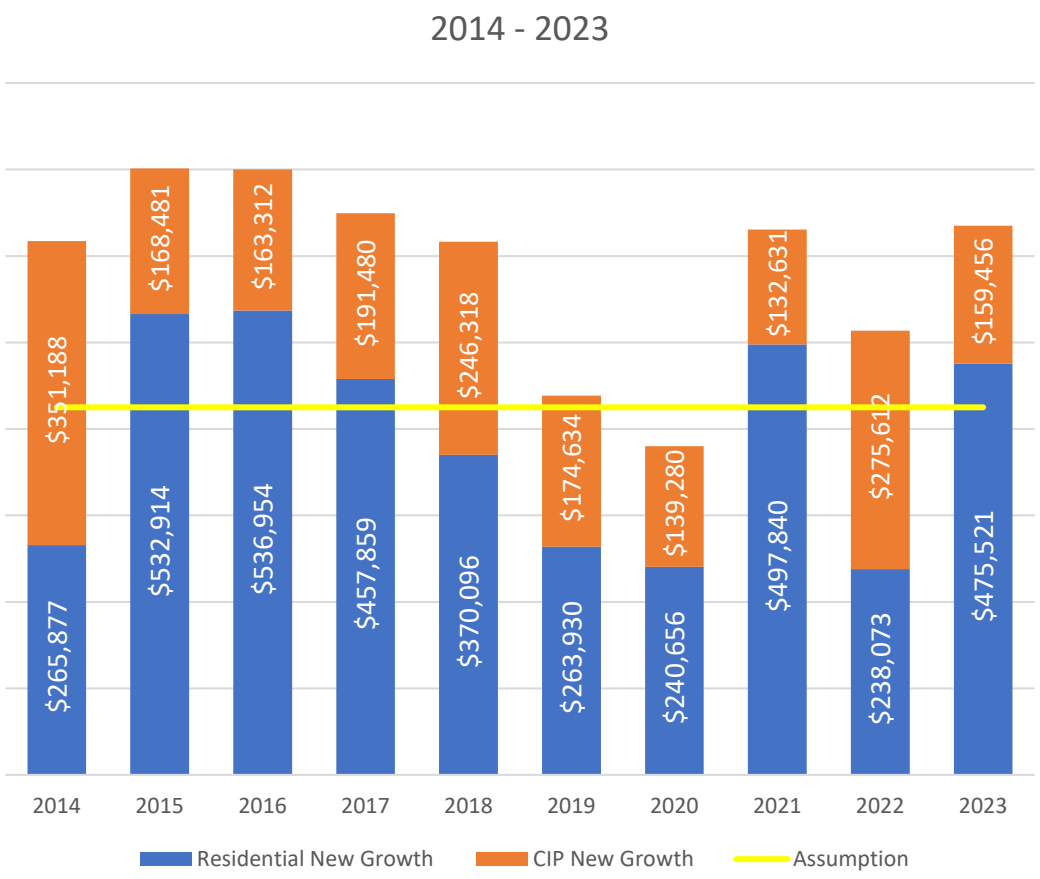
Trends in New Growth





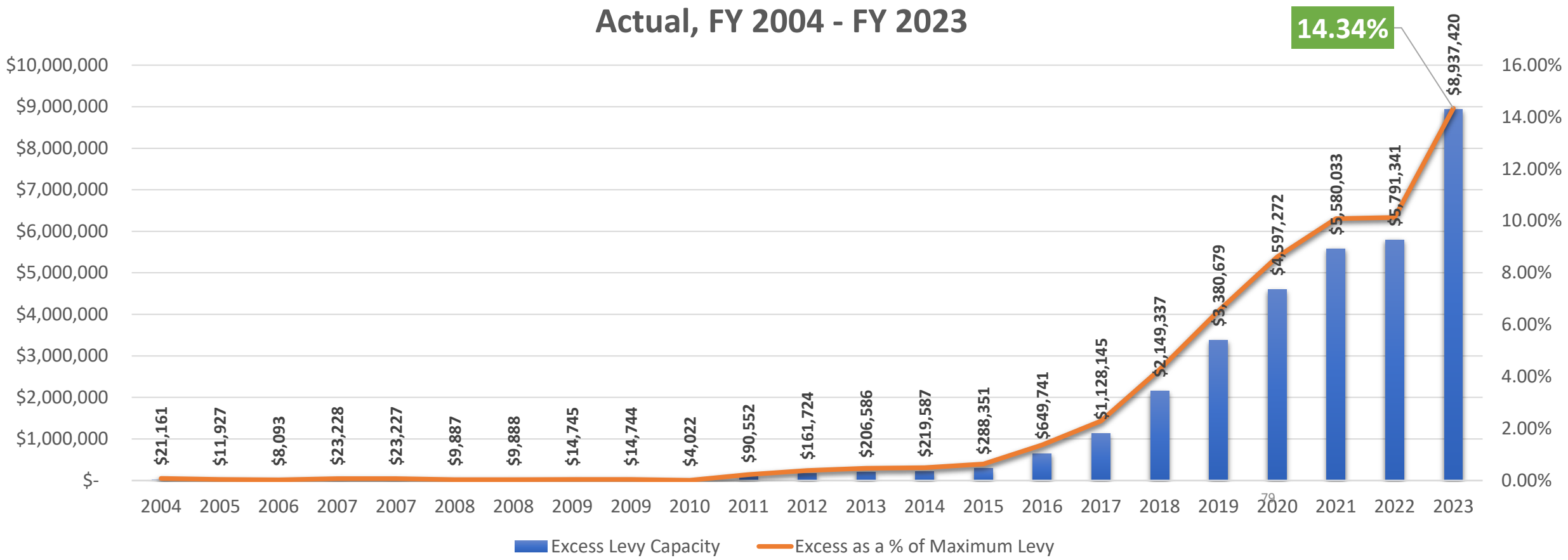
RESERVE FUND BALANCE	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023*
FREE CASH	**$4,038,376**	**$3,161,170**	**$4,430,176**	**$4,716,580**	**$3,164,503**	**$3,630,045**	**$2,170,544**
GENERAL STABILIZATION FUND	**$3,529,485**	**$5,058,310**	**$5,905,117**	**$6,750,956**	**$6,650,956**	**$7,185,169**	**$6,135,724**
CAPITAL STABILIZATION FUND	**$355,290**	**$609,980**	**$866,286**	**$974,122**	**$1,276,908**	**$1,781,189**	**$1,363,292**
OPEB TRUST FUND	**$1,517,772**	**$1,775,191**	**$2,187,015**	**$2,396,196**	**$2,646,196**	**$3,349,789**	**$3,389,554**

*FY2023 represents FY2022 ± amounts transferred in/out.

Reserve Funds

- General Stabilization – Funded at a level of no less than 9%, preferably 10%
  Current Position: **8.78%**
- Capital Stabilization – Funded at a level of no less than 2%, preferably 4%
  Current Position: **1.95%**
- Free Cash – Funded at a level of no less than 3%, preferably 5%
  Current Position: **3.10%**

Excess Levy Capacity



Next Steps

4/6/2023

Capital Improvements Committee Meets

*Possible Votes

4/10/2023

CIC/Finance Committee Joint Session

*Possible Votes

4/18/2023

Deadline for Select Board to Vote Recommendations to be printed in the warrant

5/15/2023

Town Meeting Votes on recommended Capital Plan

FY24 Water & Sewer Rate Setting

Town of Swampscott

April, 2023

Background & Authority

- Town Meeting establishes water and sewer enterprise fund budgets annually in May
  - These budgets are separate from the general fund; water and sewer operations are funded through user charges, not taxes
  - Major Maintenance and Repair programs funded through the capital plan help control operating expenses and protect the integrity of critical system infrastructure
- Water & Sewer rates are determined by the Select Board at least annually
- Rates must be set at levels that generate sufficient revenues to cover budgeted expenses
- The finance committee and the Select Board may recommend town meeting appropriate available funds (retained earnings) to defray water and sewer rate increases in any given fiscal year

- MGL 41§69B: The Select Board, in their capacity as water commissioners may fix and collect just and equitable prices and rates for the use of water.
- MGL 83§16: Select Board may establish charges for sewer use, so long as they are assessed in a fair and equitable manner.

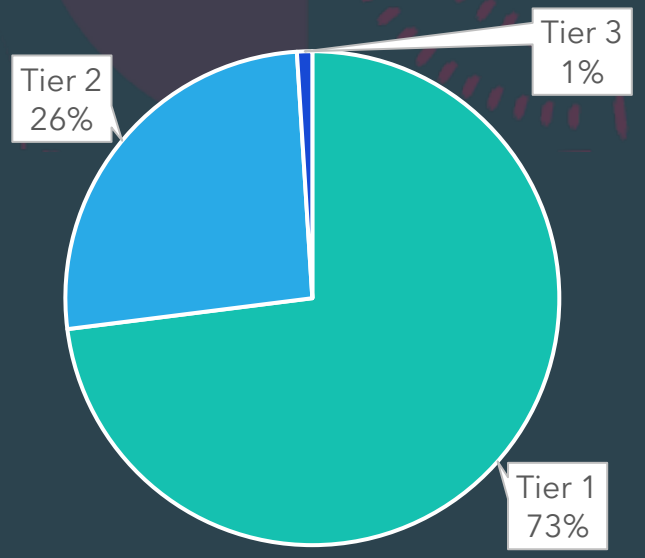
Managing Rates:
Water and Sewer Use Charges

- Water-Sewer Rate Advisory Committee established in 2020 to study the way water & sewer rates are structured in town and neighboring communities
- Committee recommended implementing tiered base and consumption rates
- New rate structure established a more comparable cost-per-gallon
- Select Board voted to adopt new rate structure on 8/24/2022 based on the committee's analysis and recommendations

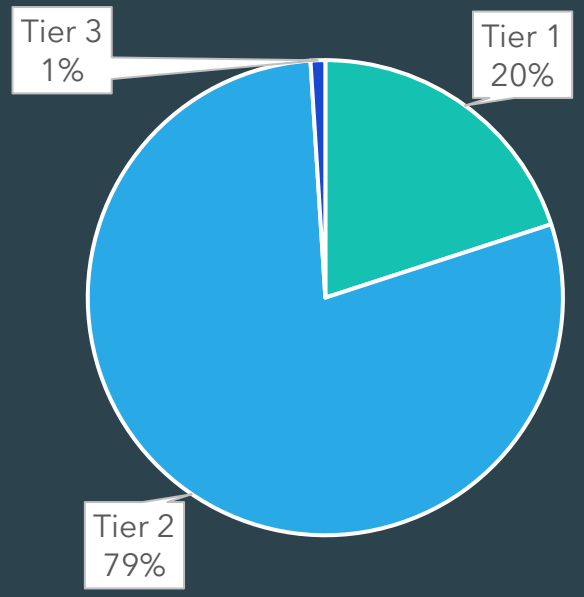
Understanding Tiers

- Three Tiers for Consumption Charge; Ascending Rates
  - Tier 1: First 2500 cubic feet
  - Tier 2: 2501-25000 cubic feet
  - Tier 3: 25001+ cubic feet
- Three Tiers for Base Rate; Ascending Rate (Tier 2 & 3 currently have same rate)
  - Tier 1: Up to 1000 cubic feet
  - Tier 2: 1001-25000 cubic feet
  - Tier 3: 25001+ cubic feet

User Distribution: Consumption Tiers



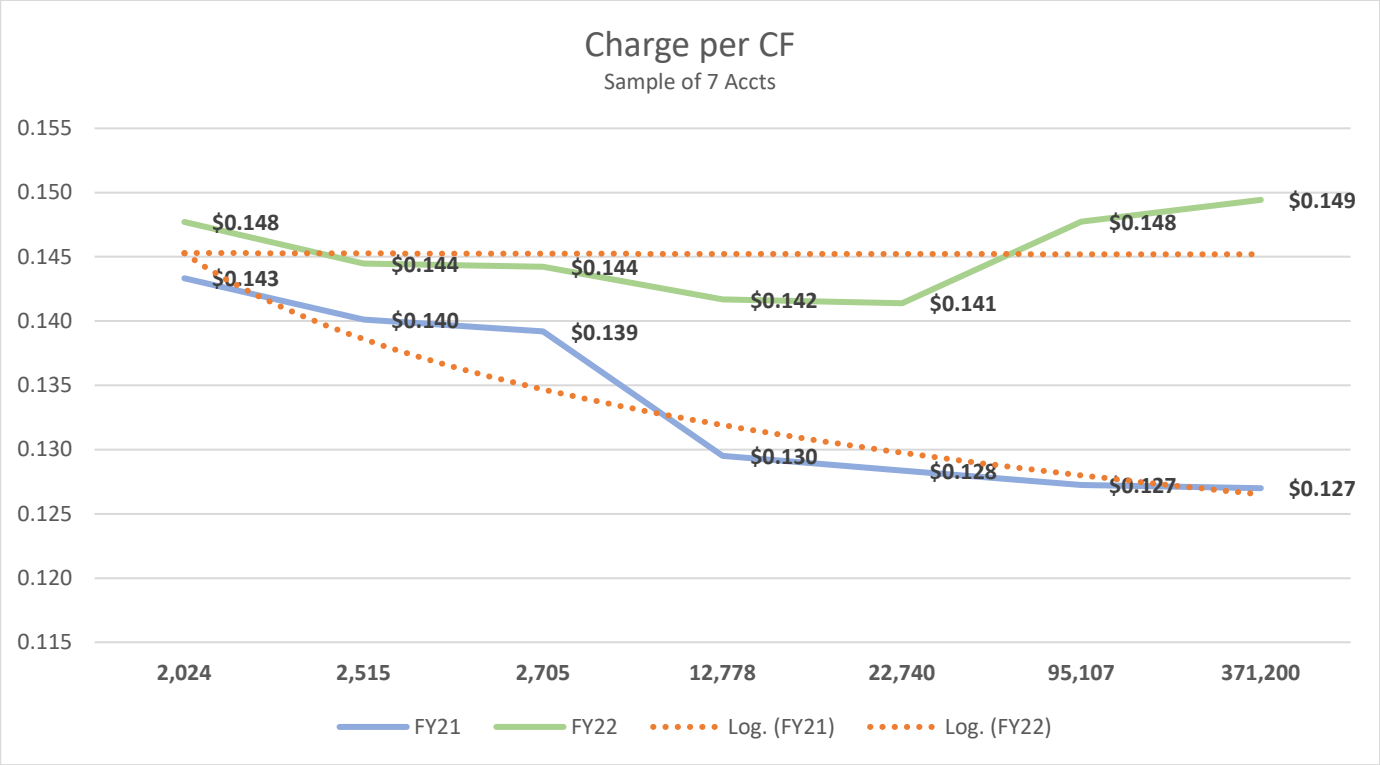
User Distribution: Base Tiers



Charge per Cubic Foot

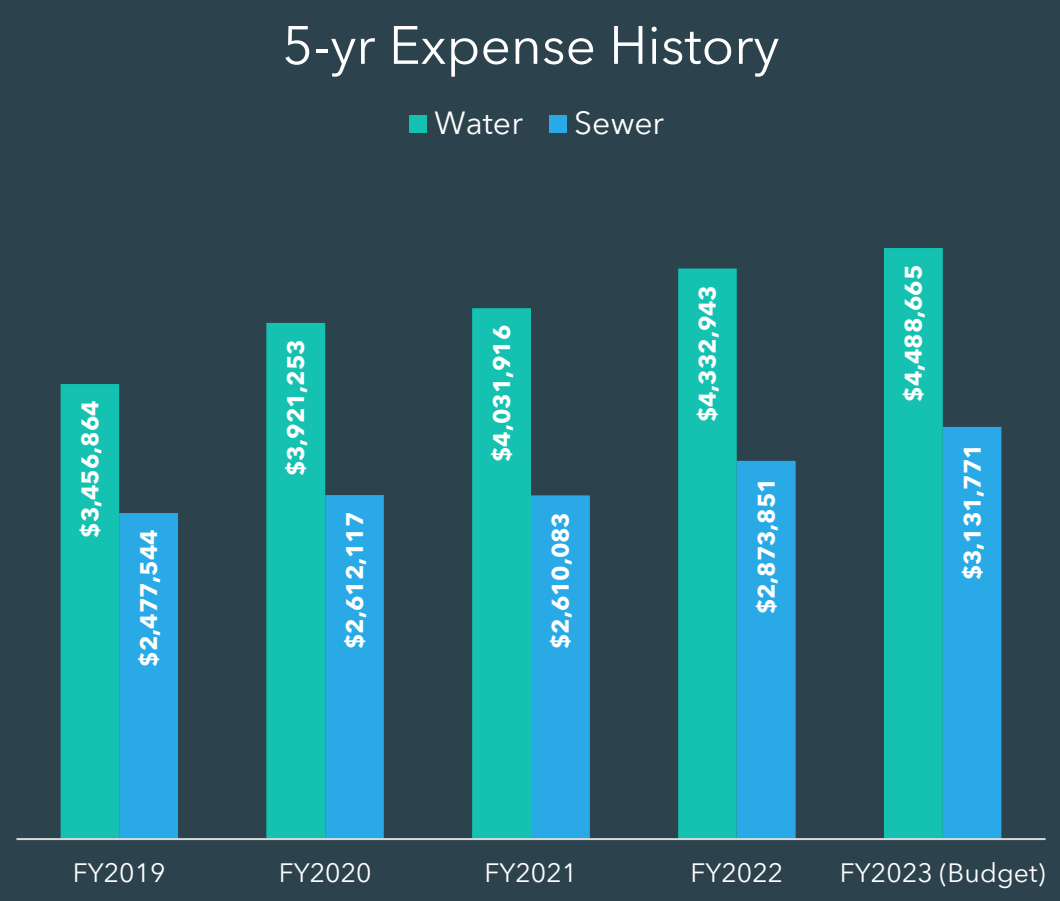
FY21 (Flat-Rate)
vs.
FY22 (Tiered Rate)

Use (cf)	FY21	FY22
2,024	0.143	0.148
2,705	0.139	0.144
2,515	0.140	0.144
12,778	0.130	0.142
22,740	0.128	0.141
95,107	0.127	0.148
371,200	0.127	0.149
Range:	$ 0.016	$ 0.008



Adoption of a Tiered Rate System has moved us closer to rate parity on a cost per cubic foot basis.

Budgeted Expenses



FY24 Budgeted Expenses	Water	Sewer
Personnel	$447,877	$415,480
Operating Expenses	$239,500	$490,500
Assessments	$2,608,224	$1,000,000
Debt	$520,250	$524,916
Pension Contributions	$145,410	$124,008
Indirect Services	$469,331	$468,781
Total	**$4,430,592**	**$3,023,685**

FY24 Budget Highlights

- Water Budget increased **+0.75%** to **$4,522,369**
- MWRA provides water supplies to the town for distribution
  - Largest line item in the water budget
  - There are 45 communities supplied by the MWRA
  - Annual Assessments are based on a community's percentage proportional share of the entire system's water use
  - Total share of system use was .87% for calendar year 2022, a change of -.01% vs 2021
- Final assessment decreased $44,425 (-1.67%) vs FY 2023

- Sewer Budget decreased -**3.12%** to $**3,034,185**
- Lynn Water and Sewer Commission provides wastewater treatment services to the town
  - Largest line item in the sewer budget
  - There are a handful of communities that are provided wastewater treatment services by LWSC
  - Annual Assessments are based on a % share of the entire system's flows
  - Budget is based on preliminary assessments; final assessments are not known after the town's budget process is complete, and LWSC also reconciles use at the end of the fiscal year
  - Currently assuming the assessment will be flat to LY

Rate Option #1

2.5% Increase Across all Tiers

WATER

2.5% Increase to Consumption Rates

Tier 1: ~~$7.51~~ **$7.70** **+$0.19/2.50%**

Tier 2: ~~$7.79~~ **$7.98** **+$0.19/2.50%**

Tier 3: ~~$8.00~~ **$8.20** **+$0.20/2.50%**

Base Rate:

Tier 1: $13.25

Tiers 2/3: ~~$14.00~~ **$14.35 +$0.35**

SEWER

2.5% Increase to Consumption Rates

Tier 1: ~~$5.89~~ **$6.04** **+$0.15/2.50%**

Tier 2: ~~$6.66~~ **$6.83** **+$0.16/2.50%**

Tier 3: ~~$7.38~~ **$7.56** **+$0.18/2.50%**

Base Rate:

Tier 1: $20.00

Tiers 2/3: ~~$21.00~~ **$21.53 +$0.53**

Recommended Retained Earnings Use: Water Fund $28,000 & Sewer Fund $43,000
Remaining Balance in Water Fund: $993,773 (22.4% of budget)
Remaining Balance in Sewer Fund: $782,279 (25.9% of budget)

Revenue Projection: Rate Option #1

Revenue Estimates

Current Year Estimated Revenue	Water	Sewer
Consumption Charges	$3,893,488	$2,456,311
Base Charges	$274,910	$385,995
Other Revenues	$235,000	$139,000
Retained Earnings	$28,000	$43,000
Total	**$4,431,398**	**$3,024,306**

- Remaining balance in Water retained earnings would be **22.4%** of budget
- Remaining balance in Sewer retained earnings would be **25.9%** of budget

Rate Option #2

Progressive increase to tiers (2.5%-3.0%)

WATER

Tier 1: ~~$7.51~~ **$7.70 +$0.19/2.50%**

Tier 2: ~~$7.79~~ **$8.00 +$0.21/2.75%**

Tier 3: ~~$8.00~~ **$8.24 +$0.24/3.00%**

Base Rate:

Tier 1: $13.25

Tiers 2/3: ~~$14.00~~ **$14.35 +$0.35**

SEWER

Tier 1: ~~$5.89~~ **$6.04 +$0.14/2.50%**

Tier 2: ~~$6.66~~ **$6.84 +$0.18/2.75%**

Tier 3: ~~$7.38~~ **$7.60 +$0.22/3.00%**

Base Rate:

Tier 1: $20.00

Tiers 2/3: ~~$21.00~~ **$21.53 +$0.53**

Recommended Retained Earnings Use: Water Fund $20,000 & Sewer Fund $39,000
Remaining Balance in Water Fund: $1,001,779 (22.6% of budget)
Remaining Balance in Sewer Fund: $786,279 (26% of budget)

Revenue Projection: Rate Option #2

Revenue Estimates

Current Year Estimated Revenue	Water	Sewer
Consumption Charges	$3,900,965	$2,460,390
Base Charges	$274,910	$385,995
Other Revenues	$235,000	$139,000
Retained Earnings	$20,000	$39,000
Total	**$4,430,875**	**$3,024,385**

- Remaining balance in Water retained earnings would be **22.6%** of budget
- Remaining balance in Sewer retained earnings would be **26.0%** of budget

Comparison

W/S Rate Advisory Committee Voted to Recommend

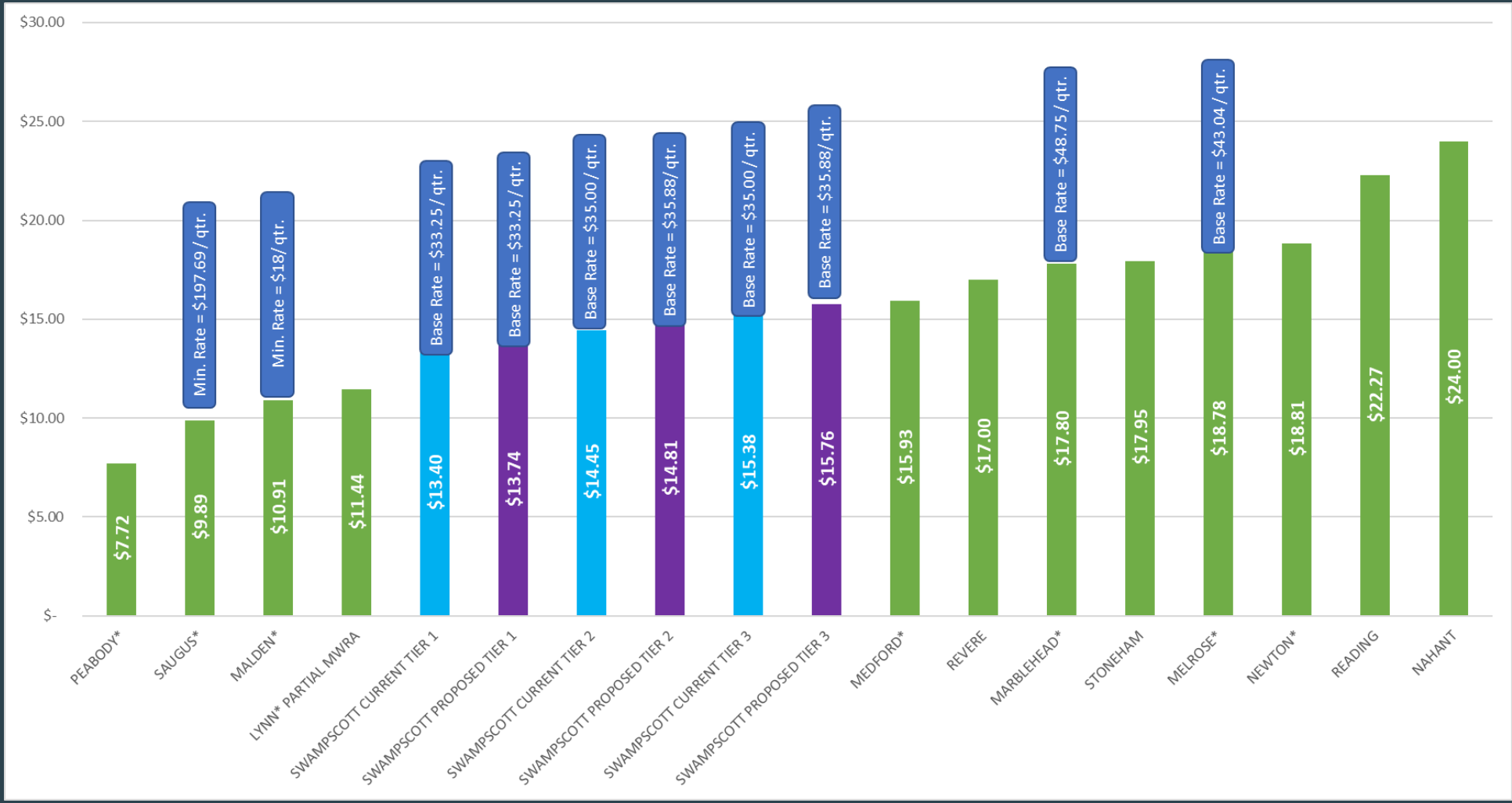
Rate Option 1

Water	Sewer
Tier 1: $7.70 **(2.5% Increase)**	Tier 1: $6.04 **(2.5% Increase)**
Tier 2: $7.98 **(2.5% Increase)**	Tier 2: $6.83 **(2.5% Increase)**
Tier 3: $8.20 **(2.5% Increase)**	Tier 3: $7.56 **(2.5% Increase)**
Base Tier 1: $13.25 **(unchanged)**	Base Tier 1: $20.00 **(unchanged)**
Base Tiers 2/3: $14.35 **(+$0.35)**	Base Tiers 2/3: $21.53 **(+$0.53)**

Rate Option 2

Water	Sewer
Tier 1: $7.70 **(2.50% Increase)**	Tier 1: $6.04 **(2.50% Increase)**
Tier 2: $8.00 **(2.75% Increase)**	Tier 2: $6.84 **(2.75% Increase)**
Tier 3: $8.24 **(3.00% Increase)**	Tier 3: $7.60 **(3.00% Increase)**
Base Tier 1: $13.25 **(unchanged)**	Base Tier 1: $20.00 **(unchanged)**
Base Tiers 2/3: $14.35 **(+$0.35)**	Base Tiers 2/3: $21.53 **(+$0.53)**

MWRA Community Comparison



Next Steps

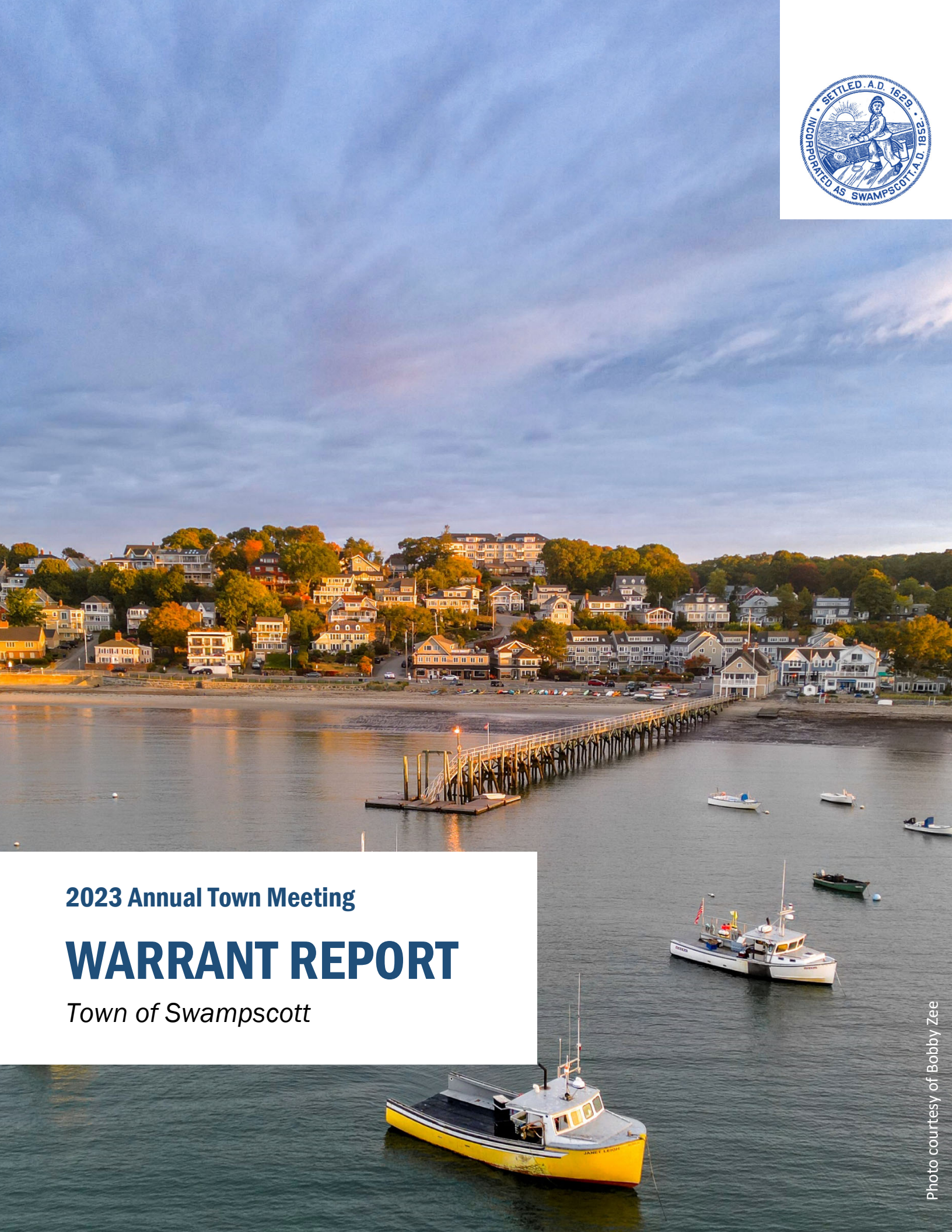
- Select Board Discussion
- Select Board Vote to Establish New Water & Sewer Rates
- Town Meeting Vote to appropriate Retained Earnings
- Public Works Dept. Implements New Rates
- Ongoing: Finance & Water Depts monitor Revenues & Charges

MOTION: Option #1

- I move to establish water and sewer rates as follows:
- Tier 1- Consumption Rate Water $7.70; Sewer $6.04; Base Rate Water $13.25; Base Rate Sewer $20.00
- Tier 2 – Consumption Rate Water $7.98; Sewer $6.83; Base Rate Water $14.35; Base Rate Sewer $21.53
- Tier 3 – Consumption Rate Water $8.20; Sewer $7.56; Base Rate Water $14.35; Base Rate Sewer $21.53

MOTION: Option #2

- I move to establish water and sewer rates as follows:
- Tier 1- Consumption Rate Water $7.70; Sewer $6.04; Base Rate Water $13.25; Base Rate Sewer $20.00
- Tier 2 – Consumption Rate Water $8.00; Sewer $6.84; Base Rate Water $14.35; Base Rate Sewer $21.53
- Tier 3 – Consumption Rate Water $8.24; Sewer $7.60; Base Rate Water $14.35; Base Rate Sewer $21.53



2023 Annual Town Meeting

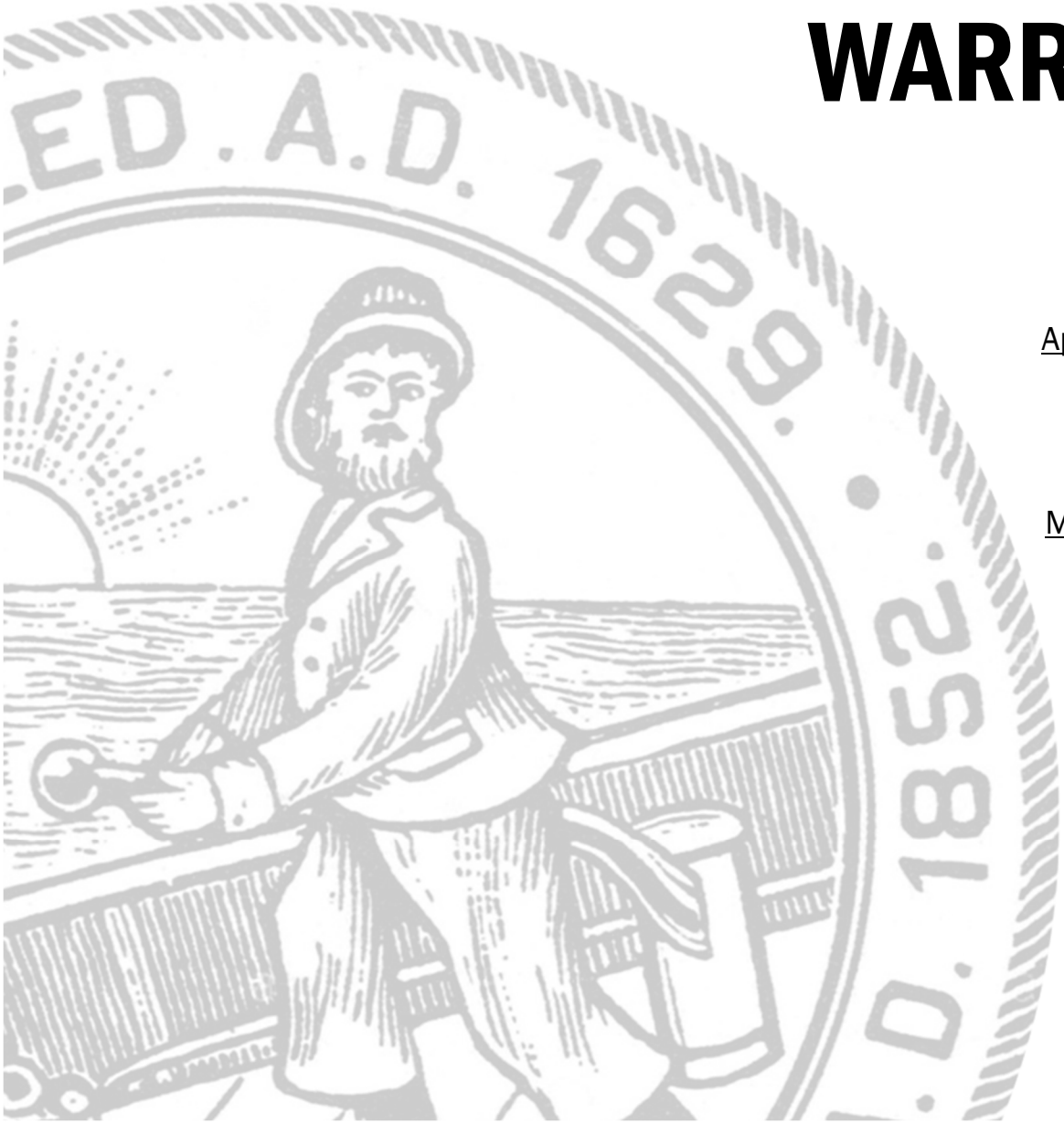
WARRANT REPORT

Town of Swampscott

Photo courtesy of Bobby Zee

The Town of Swampscott

2023 ANNUAL TOWN MEETING WARRANT



April 25, 2023

Election Day

May 15, 2023

Annual Town Meeting

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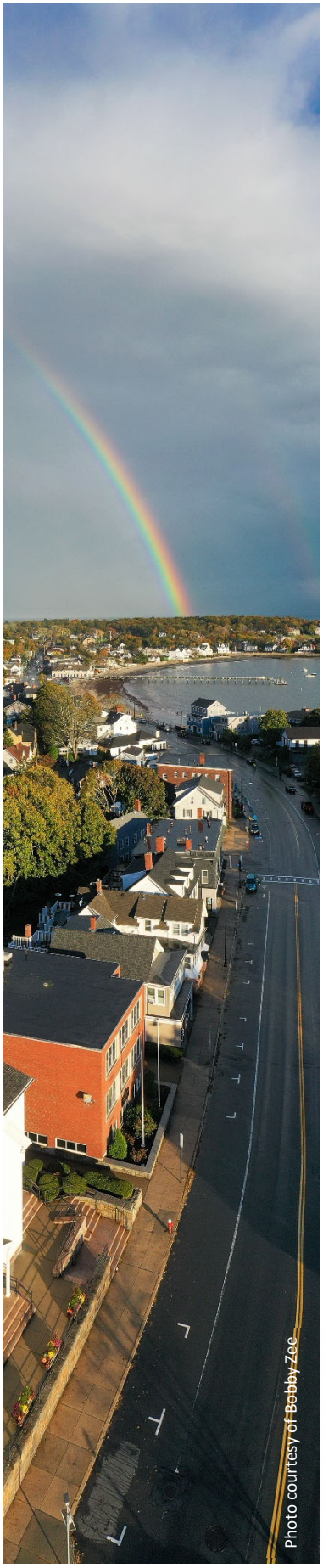


REPORT OF THE FINANCE COMMITTEE

May 2023 Town Meeting | Fiscal Year 2024 Budget

[Coming]

SUMMARY OF REVENUE & EXPENSES

Town of Swampscott

	ACTUAL FY2022	ADOPTED BUDGET FY2023	TOWN ADMINISTRATOR RECOMMENDED FY2024	FINANCE COMMITTEE RECOMMENDED FY2024	
I. PROJECTED REVENUE					
TAX LEVY LIMIT CALCULATION					
TAX LEVY LIMIT BASE (prior fiscal year levy limit)	$XX,XXX,XXX	$XX,XXX,XXX	$XX,XXX,XXX	$XX,XXX,XXX	

NOTICE OF ANNUAL TOWN MEETING

Monday, May 15, 2023, 7:00 PM

To Town Meeting Members:

Notice is hereby given in accordance with Article I Section 2 of the General Bylaws of the Town of Swampscott that the Annual Town Meeting will be held on Monday, May 15, 2023, beginning at 7:00 pm in the Swampscott High School Auditorium located at 200 Essex Street, Swampscott.

The required identification badge is to be picked up at the auditorium entrance when you check in.

Town Moderator Michael McClung will preside.

Respectfully,

Jared H. LaLiberte
Town Clerk

NOTICE OF PRECINCT CAUCUS MEETINGS

Caucus meetings for all Swampscott precincts have been scheduled for Monday, May 15, 2023, beginning at 6:45 pm in the Swampscott High School located at 200 Essex Street, Swampscott. Room assignments are as follows:

Precinct 1 – Room TBA	Precinct 3 – Room TBA	Precinct 5 – Room TBA
Precinct 2 – Room TBA	Precinct 4 – Room TBA	Precinct 6 – Room TBA

NOTES: Please remember that it is YOUR responsibility to be recorded as being present with the door checkers prior to entering the auditorium for EACH session. Excessive absences are cause for removal from Town Meeting membership. Also, please remember the following:

1. You must wear (display) your Town Meeting identification badge at all times; and
2. Remember to use the microphones when speaking on any issue so that your comments may be recorded on the official transcript of the meeting and be heard by your fellow members in the hall and residents viewing the live cable telecast.

Respectfully,

Jared H. LaLiberte
Town Clerk

TOWN WARRANT | MAY 15, 2023

Town of Swampscott

ARTICLE 1 *REPORTS OF THE TOWN BOARDS AND COMMITTEES*

To hear and act on the reports of Town Officials, Boards, and Committees.

Comment: This routine Article appears every year to allow Town groups to make reports.

Sponsored by the Select Board

ARTICLE 2 *APPROVE BILLS OF PRIOR FISCAL YEARS*

To see if the Town will vote to authorize payment of bills of prior fiscal years totaling $4,974.72, and as funding therefor, to raise and appropriate or transfer from available funds a sum of money for such purposes; or take any action relative thereto.

Comment: The purpose of this article is to provide a mechanism to pay bills that come in from time to time that are expense of prior fiscal years. The following table provides the list of bills for which certain Departments are requesting payment.

DESCRIPTION	DEPT	INV. DATE	AMOUNT	ORG-OBJ
JOHN'S SEWER & DRAIN CLEANING	Facilities	05/03/2022	$270.00	0119202-52026
ESSEX MEDIA GROUP	Legal Ads	02/27/2021	$841.32	0117302-52048
RYAN MARINE SERVICES	Harbormaster	07/01/2021	$3,750.00	0129502-52026
WEST MARINE PRO	Harbormaster	09/11/2021	$113.40	0129502-52026
TOTAL			**$4,974.72**	

Sponsored by the Town Administrator

This Article requires a 4/5 vote per Mass. General Law.

The Select Board recommends…

The Finance Committee recommends…

ARTICLE 3 *APPROPRIATION FOR FISCAL YEAR 2024 OPERATING BUDGET*

To act on the report of the Finance Committee on the Fiscal Year 2024 budget and to raise and appropriate or transfer from available funds money for the operation of the Town's Departments and the payment of debt service and all other necessary and proper expenses for the year, or take any action relative thereto.

Comment: Please see the remarks from the Finance Committee regarding the FY2024 Town Operating Budget. The Finance Committee may alter or change its recommendations on the floor of Town Meeting.

Sponsored by the Finance Committee

The Select Board recommends…

The Finance Committee recommends…

EOY EXPENSE FY2022	APPROVED BUDGET FY2023	LINE ITEM NO.	DEPARTMENTAL BUDGETS	TOWN ADMINISTRATOR RECOMMENDED FY2024	FINANCE COMMITTEE RECOMMENDED FY2024

ARTICLE 4 *ESTABLISH A SPECIAL EDUCATION RESERVE FUND*

To see if the Town will vote to accept the provisions of G.L. c.40, §13E, authorizing the School Department to establish a reserve fund to be utilized in upcoming fiscal years to pay without further appropriation, for unanticipated or unbudgeted costs of special

Sponsored by the …

The Select Board recommends…

education out of district tuition or transportation, such funds to be distributed only after a majority vote of the School Committee and the Select Board; and further, to transfer $310,000 from Free Cash to said reserve fund; or take any action in relation thereto.

Comment: This article seeks to establish a reserve fund which authorizes the School Department to expend such funds held in the Fund for unanticipated or unbudgeted costs of Special Education. The intent is to transfer 100% of Medicaid reimbursement receipts to the Fund. By statute, any interest or income that accrues will be remain in the Fund.

The Finance Committee recommends…

The School Committee recommends…

ARTICLE 5 *ESTABLISH A SPECIAL PURPOSE STABILIZATION FUND – OPIOID SETTLEMENT PAYMENTS*

To see if the Town will vote, pursuant to the provisions of G.L. c.40, §5B, to create a new special purpose stabilization fund, to be known as the Opioid Settlement Stabilization Fund, which may be expended for all of the purposes allowed by law, including those outlined in applicable opioid-litigation settlement documents, a document prepared by the Substance Abuse Bureau of the Commonwealth's Office of Health and Human Services Department, found at https://www.mass.gov/doc/massachusetts-abatement-terms/download entitled "Abatement Strategies", and consistent with any state guidelines or regulations further clarifying allowable uses of opioid litigation settlement funds; and further, to adopt the last paragraph of said §5B and dedicate to such fund, without further appropriation, 100% of the opioid litigation settlement funds received by the Town, or take any action relative thereto.

Comment: This article seeks to establish a special purpose stabilization fund related to settlement payments received from the opioid settlement, which can only be expended for purposes of abating the impacts of the opioid epidemic in accordance with the terms of the settlement agreement and state guidelines.

Sponsored by the …

The Select Board recommends…

The Finance Committee recommends…

ARTICLE 6 *APPROVE TRANSFER OF WATER ENTERPRISE FUND RETAINED EARNINGS*

To see if the Town will vote to transfer from the Retained Earnings of the Water Enterprise Fund to the account of Current Revenue the sum of $28,000 to be used and applied by the Select Board to mitigate increases in the water rate, or take any action relative thereto.

Comment: Surplus revenue is money not set aside for any special purpose. It results from the difference between estimates and actual receipts of water user fees and other revenues plus unexpended funds form the water department's budget. This is normally surplus revenue available for Town Meeting to be used to reduce rates for the coming year.

Sponsored by the Town Administrator

The Select Board recommends…

The Finance Committee recommends…

ARTICLE 7 *APPROVE TRANSFER OF SEWER ENTERPRISE FUND RETAINED EARNINGS*

To see if the Town will vote to transfer from the Retained Earnings of the Sewer Enterprise Fund to the account of Current Revenue the sum of $43,000 to be used and applied by the Select Board to mitigate increases in the sewer rate, or take any action relative thereto.

Comment: Surplus revenue is money not set aside for any special purpose. It results from the difference between estimates and actual receipts of sewer user fees and other revenues

Sponsored by the Town Administrator

The Select Board recommends…

plus unexpended funds form the sewer department's budget. This is normally surplus revenue available for Town Meeting to be used to reduce rates for the coming year.

The Finance Committee recommends…

ARTICLE 8 *APPROPRIATION FROM TRANSPORTATION INFRASTRUCTURE FUND*

To see if the Town will vote to appropriate the sum of $66,722.00 received in the Transportation Infrastructure Fund, a receipt reserved for appropriation account, for expenses associated with the impact of transportation network services on municipal roads, bridges, and other transportation infrastructure, including any incidental or related costs, or take any action relative thereto.

Comment: This allows spending funds that are received from the Mass. Dept. of Public Utilities that are collected from ride-share services (Uber, Lyft). The number of rides from the previous calendar year that originated within each city or town are charged a per-ride assessment of $0.20. Money is then distributed to cities and towns from the Commonwealth Transportation Infrastructure Fund, which is a special revenue fund earmarked for use by cities and towns "to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure or any other public purpose substantially related to the operation of transportation network services" in the Town.

Sponsored by the Town Administrator

The Select Board recommends…

The Finance Committee recommends…

ARTICLE 9 *ACQUISITION OF LAND: 12-24 PINE STREET*

To see if the Town will vote to authorize the Select Board to acquire, by purchase, gift or eminent domain, a fee simple interest in property located at 12-24 Pine Street, Swampscott, being Assessor's Tax Map 3-4-0, containing 0.360 acres, more or less, and described in a deed recorded with the Essex South District Registry of Deeds in Book 40542, Page 4, together with any improvements thereto, for general municipal purposes and for purposes of conveyance; and, further, to raise and appropriate, transfer and/or borrow the sum of $1,760,000 to fund said acquisition; and, further, to authorize the Select Board to enter into all agreements and execute any and all instruments on behalf of the Town as may be necessary or appropriate to effectuate said acquisition, or take any action relative thereto.

Comment: The intent of the article is to allow the Town to acquire the property in order to provide a need in the community while further support redevelopment in this prime neighborhood.

Sponsored by the Select Board

The Finance Committee recommends…

ARTICLE 10 *CONVEYANCE OF LAND: 12-24 PINE STREET*

To see if the Town will vote to authorize the Select Board to convey a parcel of land containing 0.360 acres, more or less, and all improvements thereon, located at 12-24 Pine Street, identified as Assessor's Tax Map 3-4-0, and described in a deed recorded with the Essex South District Registry of Deeds in Book 40542, Page 4, for affordable housing and such other purposes as the Select Board shall determine, and on such terms and conditions as the Select Board shall deem appropriate; and to authorize the Select Board to enter into all agreements and take any and all actions as may be necessary or convenient to accomplish the foregoing purposes, or take any action relative thereto.

Sponsored by the Select Board

The Finance Committee recommends…

Comment: This article directs the Select Board to utilize the acquired property at 12-24 Pine Street to seek and lead redevelopment of the property in order to provide for affordable housing.

ARTICLE 11 *DISPOSITION OF LAND: HADLEY ELEMENTARY SCHOOL*

Sponsored by the Select Board

The Finance Committee recommends…

To see if the Town will vote to authorize the Select Board to sell, lease, or gift, an interest in the following property:

[Hadley School – coming],

for [coming], or take any action relative thereto.

Comment: The purpose of this article is to grant the Select Board the ability to seek redevelopment plans for the Hadley Elementary School prior to its closure. This timing is important as it will help to reduce the amount of time between closure of the school and start of any construction work on its redevelopment.

ARTICLE 12 *EXTENSION OF LEASE: HAWTHORNE-BY-THE-SEA*

Sponsored by the Select Board

The Finance Committee recommends…

To see if the Town will vote to authorize the Select Board to extend the lease on the following property:

[Hawthorne Restaurant – coming],

for [coming], or take any action relative thereto.

Comment: The 2022 Special Town Meeting vote that authorized the purchase of the Hawthorne Restaurant limited the Select Board to leasing of the property until December 31, 2023. The Select Board seeks the ability to extend that lease in order to reduce the amount of time between closure of the restaurant and start of any construction work for the property's redevelopment.

ARTICLE 13 *AMEND GENERAL BYLAWS: REVOLVING FUNDS*

Sponsored by the Town Administrator

The Select Board recommends…

The Finance Committee recommends…

To see if the Town will vote to amend General Bylaws Article XXI, Section 2 to establish the annual spending limit for the Council on Aging Revolving Fund in accordance with G.L. Chapter 44, §53E 1/2, with such updated expenditure limit, to be applicable for each fiscal year until such time as Town Meeting votes, prior to July 1 in any year, to increase the same for the ensuing fiscal year; provided, however, that at the request of the entity authorized to expend such funds, the Select Board, with the approval of the Finance Committee, may increase such limit, for that fiscal year only, all set forth in the below table, or take any action relative thereto.

Comment: The intent of this article is to vote on a new spending limit for the Town's Council on Aging revolving fund.

PROGRAM OR PURPOSE	FISCAL YEAR SPENDING LIMIT

COUNCIL ON AGING	$~~30,000~~75,000

ARTICLE 14 *APPROPRIATION FOR CHAPTER 90 ROADWAY IMPROVEMENTS*

To see if the Town will vote to accept and appropriate the sum of $300,000 or such other amount as is made available, to repair, construct or reconstruct streets, together with all necessary work incidental thereto, including engineering, in conjunction with the Commonwealth of Massachusetts, under General Laws Chapter 90 or otherwise; and to transfer for this purpose any unexpended balance of appropriations voted for this purpose at prior Town Meetings, or take any action relative thereto.

Comment: The purpose of this article is to appropriate monies approved by the Legislature for highway and traffic safety projects as approved by the Massachusetts Department of Transportation. Refer to Appendix A for the complete Capital Improvement Committee report and Project No. 6 for this matter.

Sponsored by the Town Administrator

The Select Board recommends…

The Finance Committee recommends…

ARTICLE 15 *APPROPRIATION FOR RECOMMENDED CAPITAL PROJECTS*

To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow the necessary funds to pay costs of various capital projects, including, as applicable, equipping of capital items to be acquired, and all incidental and related costs for capital projects, all as described in the chart below.

Each numbered item will be considered a separate appropriation; with the budgeted amount to be spent only for the stated purpose; or take any action relative thereto.

(Project Nos. refer to Appendix A; CIC Changes highlighted in green)

Comment: The above projects were recommended for funding in FY2024 by the Capital Improvement Committee (CIC). Refer to Appendix A for the complete CIC report.

Sponsored by the Capital Improvements Committee

This Article requires a 2/3 vote for borrowing.

The Select Board recommends…

The Finance Committee recommends…

PROJ. NO.	DEPARTMENT	PROJECT TITLE	ADMINISTRATOR RECOMMENDED	CIC RECOMMENDED	FINANCE COMMITTEE RECOMMENDED	FUNDING SOURCE

ARTICLE 16 *AMEND GENERAL BYLAWS: ADOPTION OF SECTION FOR TOWN CLERK MINISTERIAL CHANGES*

To see if the Town will vote to amend Article I of the General Bylaws of the Town of Swampscott by inserting a new Section 7 authorizing the Town Clerk to make ministerial clerical corrections to the Bylaws, as follows:

Section 7. Town Clerk Ministerial Changes.
The Town Clerk shall be authorized to assign to Bylaws adopted or amended by Town Meeting appropriate numbers or letters to Bylaw sections, subsections, paragraphs and subparagraphs where none are specifically approved by Town

Sponsored by the Town Administrator

The Select Board recommends…

The Finance Committee recommends…

Meeting; and if such numbering or lettering is approved by Town Meeting, to make non-substantive editorial revisions to the same to ensure consistent and appropriate sequencing and numbering; and to make non-substantive editorial revisions to references regarding such numbering or lettering as contained within the Bylaws to ensure accuracy and conformity, where all such editorial revisions shall be identified with a footnote which describes the revision and the reason therefor.

, or take any action relative thereto.

Comment: Approval of this article will allow the Town Clerk to make ministerial, non-substantive edits and corrections to the Town's General Bylaws.

ARTICLE 17 *AMEND GENERAL BYLAWS: EARTH REMOVAL*

To see if the Town will vote to amend Article XIII "Earth Removal" of the General Bylaws of the Town of Swampscott as set forth in Appendix B, or take any action relative thereto.

Comment: The proposed amendments provide added clarity to the bylaw while also expanding the Earth Removal Advisory Committee's membership, allowing for a public hearing when needed, and enabling the ability to limit the number of blasting events for non-quarry permits.

Sponsored by the Earth Removal Advisory Committee

The Select Board recommends…

The Finance Committee recommends…

ARTICLE 18 *AMEND GENERAL BYLAWS: PROHIBIT FEEDING WILD ANIMALS*

To see if the Town will vote to amend the Town of Swampscott General Bylaws by adding a new Article XXVIII, Feeding Wild Animals, as set forth in Appendix C, or take any action relative thereto.

Comment: This bylaw is proposed to help limit the habitualization of wild animals within the community. Human feeding of wild animals encourages those wild animals to frequently and then settling within the area. This has a wider impact on the animal network as it can then exacerbate conflicts with wild animals such as coyotes.

Sponsored by the …

The Select Board recommends…

The Finance Committee recommends…

ARTICLE 19 *AMEND GENERAL BYLAWS: GAS-POWERED LEAF BLOWERS*

To see if the Town will vote to amend the Town of Swampscott General Bylaws by adding a new Article XXIX, Gas-Powered Leaf Blowers, as follows:

ARTICLE XXIX Gas-Powered Leaf Blowers

Section 1. Gas-Powered Leaf Blowers Prohibited at Certain Times
Use of gas-powered leaf blowers shall be prohibited in the Town of Swampscott from Memorial Day to Labor Day of each year. Such leaf blowers shall be

Sponsored by the …

The Select Board recommends…

The Finance Committee recommends…

permitted during the remainder of the year, subject to such other general rules of the Town as are in effect from time to time.

Section 2. Exceptions
A representative chosen by the Select Board may allow the use of gas-powered leaf blowers in any situation that is deemed an emergency.

, or take any action relative thereto.

Comment: This proposed amendment would limit the timeframe when gas-powered leaf blowers may be used within the community. The proposed language mimics the bylaw language currently in place in Marblehead which was approved at their 2022 Annual Town Meeting.

ARTICLE 20 *AMEND ZONING BYLAWS: ACCESSORY DWELLING UNITS*

Sponsored by the Planning Board

The Select Board recommends…

To see if the Town will vote to amend the Swampscott Zoning By-Law section "5.11.0.0. Accessory Apartments" as set forth in Appendix D, or take any action relative thereto.

Comment: The Zoning Bylaws currently permit interior accessory dwelling units (referred to as "accessory apartments" in the current bylaw). This proposal updates the phrasing to the current standard of "accessory dwelling unit" while also permitting detached accessory dwelling units by right. Accessory dwelling units provide for wider housing options that can be more affordable.

ARTICLE 21 *AMEND ZONING BYLAWS: SITE PLAN SPECIAL PERMIT*

Sponsored by the Planning Board

The Select Board recommends…

To see if the Town will vote to amend the Swampscott Zoning By-Law sections 5.2.2.1. and 5.4.3.0. pertaining to site plan special permit granting authority as set forth in Appendix E, or take any action relative thereto.

Comment: The Planning Board is requesting that it become the site plan special permit granting authority in all cases. Currently the Planning Board is the granting authority only if petitioner is requesting a site plan special permit. For instances that also include any other special permits or variances, the site plan special permit granting authority shifts to the ZBA. By maintaining site plan special permit granting authority under the Planning Board, it will ensure ease-of-understanding for applicants while also consistency of decisions in cases of site plan special permits.

ARTICLE 22 *AMEND ZONING BYLAWS: HADLEY ELEMENTARY SCHOOL*

Sponsored by the …

The Select Board recommends…

To see if the Town will vote to amend the Swampscott Zoning By-Law [need language], or take any action relative thereto.

Comment: The bylaw will allow for the creation of a special zoning district on the Hadley property with explicit allowances and restrictions.

ARTICLE 23 *AMEND ZONING BYLAWS: VINNIN SQUARE*

To see if the Town will vote to amend the Swampscott Zoning By-Law [need language], or take any action relative thereto.

Comment: This bylaw will designate a part of Vinnin Square as an MBTA Community Section 3A zoning district.

Sponsored by the …

The Select Board recommends…

ARTICLE 24 *AMEND ZONING MAP: REZONE CERTAIN PARCELS FROM A-2 TO A-4*

To see if the Town will vote to amend the Zoning Map to zone the following parcels of land that are currently zoned A-2 to be zoned A-4 as established by the Zoning By-Law Section 2.1.0.0. and highlighted in Appendix F: 6-1, 6-1B, 6-1C, 6-1D, 6-1E, 6-2, 6-3, 6-4, 6-4A, 6-5, 6-6, 6-7, and 6-8.

Or take any action relative thereto.

Comment: This zoning map update will rezone properties currently zoned as A-2 to the A-4 zoning district. The surrounding area to this small block is currently zoned A-4. Approval of this zoning change will bring these properties into the same zoning district as the adjacent area while also bringing most of the properties into use-conformance.

Sponsored by the Planning Board

The Select Board recommends…

ARTICLE 25 *GRANT OF EASEMENT TO NATIONAL GRID AT 10 WHITMAN ROAD (NEW ELEMENTARY SCHOOL)*

To see if the Town will vote to authorize the Select Board to grant to Massachusetts Electric Company, also known as National Grid, on such terms and conditions as the Select Board deems appropriate, a permanent utility easement on a portion or portions of the Town-owned property located at the easterly side of Whitman Road and the southwesterly side of Orchard Road and described in an Order of Taking recorded with the Essex South District Registry of Deeds in Book 2792, Page 419, which portion or portions are approximately shown on the sketch entitled " National Grid – 10 Whitman Rd Easement, dated September 16, 2022, on file with the Town Clerk, or take any action relative thereto.

Comment: This easement is necessary as part of the construction of the new elementary school for the town.

Sponsored by the Town Administrator

The Select Board recommends…

The Finance Committee recommends…

ARTICLE 26 *ACCEPTANCE OF G.L. CHAPTER 41 SECTION 110A: SATURDAY AS LEGAL HOLIDAY*

To see if the Town will vote to accept the provisions of G.L. c.41, §110A, which provides that any public office in Town may remain closed on any or all Saturdays as may be determined from time to time, and as a result, the provisions of G.L. c.4, §9 apply in the case of such closing of any such office on any Saturday to the same extent as if such Saturday were a legal holiday, or take any action relative thereto.

Sponsored by the Town Administrator

The Select Board recommends…

Comment: Adoption of this provision will allow polling to be closed on Saturdays.

The Finance Committee recommends…

ARTICLE 27 *CITIIZENS' PETITIONED ARTICLE FOR RESOLUTION IN SUPPORT OF CHANGING THE STATE FLAG & SEAL OF MASSACHUSETTS*

To see if the Town will vote to…Appendix G.

Citizens' Petition sponsored by Aaron Berdofe

The Select Board recommends…

APPENDIX A

Capital Improvement Committee Report

[COMING]

APPENDIX B

Proposed General Bylaw Amendments: Earth Removal

ARTICLE XIII

EARTH REMOVAL

SECTION 1. DEFINITIONS

(a) For the purposes of this by-law, "Earth Removal" shall include the removal ~~off site~~ of any form of soil, including without limitation, sod, loam, peat, humus, clay, sand, stone, gravel, rock, and ledge~~.~~ from its natural location, whether or not such material is moved from the lot to another location on the same lot or off the lot, by any means, including but not limited to, stripping, excavating, mining or blasting.

SECTION 3. EARTH REMOVAL PROCEDURE

(a) 4. Have an adverse effect on natural resources, including but not limited to, the recharge of the water table or condition of the groundwater, surface water, or wetlands; or otherwise results in noncompliance with applicable federal, state, or local environmental laws or regulations, including the Massachusetts Wetlands Protection Act; or

(b) Application for Permit - Any person, as defined in the Town of Swampscott General Bylaws~~is bylaw~~, wishing to remove more than 600 cubic yards of earth from a property shall file a formal application with the Board, which application shall include the following specific information and sup-porting documentation:

SECTION 9. GENERAL ADMINISTRATION

(c) Upon the petition of the owner, permit holder, abutters, or upon its own initiative, the Board may hold a new hearing and reissue or modify the permit, subject to any conditions not in conflict with this by-law. Any modification to a permit, if determined to be material change by the Board, may also require a new public hearing.

SECTION 13. COMPLIANCE WITH OTHER RULES AND REGULATIONS

Notwithstanding any ~~of the foregoing rules and regulations~~provision of this by-law or any rules and regulations adopted pursuant to Section 14, the applicant shall comply with all other applicable federal, state, and local laws, regulations, rules and guidelines, including the Massachusetts Wetlands Protection Act.

SECTION 14. EARTH REMOVAL ADVISORY COMMITTEE

The Earth Removal Advisory Committee (hereinafter referred to as the "Committee") shall be established as follows and have the following powers and duties.

(a) The Committee shall consist of ~~five (5)~~seven (7) voting members, all residents of the town. One (1) member shall be chosen annually by the Board of Health. One (1) member shall be chosen annually by, and from, the Planning Board to serve a one-year term. One (1) member shall be chosen by, and from, the Conservation Commission to serve a one-year term. ~~Three (3)~~Four (4) members shall be appointed by the Board ~~initially for one-, two-, and three-year terms, respectively, and as their terms expire, their successors shall be appointed~~ for terms of three-year terms. The terms of the members appointed by the Board shall begin and end at the Annual Town Meeting nearest to the

date of their appointment and the third anniversary thereof, respectively. Any member may be appointed to succeed him- or herself. An excavation engineer shall be appointed as a non-voting member (town residency not required). ~~Two (2)~~One (1) alternate voting members shall be appointed by the Board for terms of three (3) years, or take any action related thereto.

SECTION 16. BLASTING

No blasting shall be allowed unless permitted, with conditions imposed, by the Fire Chief and otherwise in conformance with federal, state, and local law.

For non-quarry projects, each Permit issued hereunder shall restrict the number of blasting events and the period of time of blasting, and place other restrictions and conditions as determined by the Board.

APPENDIX C

Proposed General Bylaw Amendment: Feeding Wild Animals

[Coming]

APPENDIX D

Proposed Zoning Bylaw Amendments: Accessory Dwelling Units

5.11.0.0. Accessory ~~Apartments~~ Dwelling Units

The provisions of this Section 5.11.0.0. outline the considerations and requirements for approval of ~~Accessory Apartments ("AA")~~ Accessory Dwelling Units (ADUs). The intent and purpose of this Section 5.11.0.0. is as follows:

5.11.0.1. Provide for flexibility within the existing zoning By-Law to afford an opportunity to accommodate additional living arrangements, both familial and non-familial;

5.11.0.2. ~~A p~~Plan for changing demographics and economic climate;

5.11.0.3. Increase ~~supply of affordable housing~~ diversity of housing options while respecting the residential character and scale of existing neighborhoods;

5.11.0.4. Provide a subsidized or non-subsidized form of housing that is generally less costly to produce and more affordable than similar units in multifamily buildings;

5.11.0.~~4~~5. Provide housing options for extended family and households with disabled persons, and homeowners seeking to age in place;

5.11.0.6. Permit the owner of an existing or a proposed detached dwelling to construct one additional dwelling unit; and

5.11.0.~~5~~7. Ensure compliance of new and existing ~~AA's~~ ADUs with building, safety, fire code standards and zoning provisions.

5.11.1.0. *Definitions*

5.11.1.1. ~~*Accessory Apartment or AA*: an area contained within an owner occupied single-family dwelling unit that maintains internal access and circulation to the dwelling unit, restricted to not more than two (2) bedrooms and no more than three (3) occupants, consisting of provisions for bathing, cooking and sleeping. The inclusion of an AA within a single family dwelling unit does not create a two-family dwelling. Furthermore, internal walls and doors, for purposes of privacy, and additional means of access / egress are not precluded. The AA shall be ancillary / subordinate in size, location and function to the dwelling unit. An AA shall only be permitted within a single-family dwelling and not within a detached accessory building.~~ Accessory Dwelling Unit or ADU: a self-contained housing unit, inclusive of sleeping, cooking and sanitary facilities located on the same lot as a principal dwelling, subject to otherwise applicable dimensional and parking requirements, that: (i) maintains separate entrances, either directly from the outside or through an entry hall or corridor shared with the principal dwelling, sufficient to meet the requirements of the state building code for safe egress and (ii) is not larger in floor area than ½ the floor area of the principal dwelling or 900 square feet, whichever is smaller.

5.11.2.0. *Applicability / Eligibility* ~~The Board of Appeals may issue a special permit to allow an AA in a single family home or for an expansion of an existing lawfully existing AA.~~ Subject to compliance with the requirements of Section 5.11.0.0., an ADU shall be permitted within a single-family dwelling, and within a detached accessory structure, as of right. All relevant provisions of this Zoning Bylaw shall apply to ADUs and lots on which they are located, except as otherwise specified in Section 5.11.0.0.

5.11.3.0. *Design Standards for Accessory ~~Apartments~~ Dwelling Units*

5.11.3.1. Only one (1) ~~AA~~ ADU may be created per lot.

5.11.3.2. All new entrances shall be located on the side or rear of the structure, if proposed.

~~**5.11.3.3.** The AA ADU shall not have more than three (3) occupants.~~

5.11.3.~~4~~3. The ~~AA~~ ADU shall not have separate or independent utilities, such as water, sewer and electricity, from the dwelling unit. The ADU is further not permitted neither an additional trash nor recycling receptacle.

5.11.3.~~5~~4. ~~An AA shall not exceed eight hundred (800) sq. ft.~~ An ADU shall not exceed ½ the floor area of the principal dwelling or 900 square feet, whichever is smaller.

~~**5.11.3.6.** The owner(s) of the residence in which the AA is created must continue to occupy either the primary dwelling unit or the AA as their primary residence, except for bona fide temporary absences.~~

~~**5.11.3.7.** The Board of Appeals shall have the discretion to review and require additional on-site parking. All parking requirements for the AA shall be provided on the property within existing designated parking areas.~~

5.11.3.5. Any newly-constructed, changed, or altered accessory structure proposed to be used for an ADU shall have a maximum height one and one-half (1.5) stories and fifteen (15) feet.

5.11.3.6. The ADU shall not house more than three (3) occupants at any given time.

5.11.3.7. Preexisting detached structures eligible for conversion to an ADU may be demolished and reconstructed within the existing footprint, in accordance with Section 2.2.7.2. of the Zoning Bylaw.

5.11.3.8. In addition to the minimum parking required for the principal dwelling, the ADU shall have one (1) dedicated off-street parking space. All parking requirements for the ADU shall be provided on the lot within existing designated parking areas.

~~**5.11.4.0.** *Use Restriction* To ensure continued compliance with owner-occupancy and other By-Law requirements by current as well as by any subsequent owners, AA's permitted under this By-Law shall be subject to a Use Restriction, to be recorded in the Essex Registry of Deeds. The Use Restriction, to be provided by the Inspector of Buildings, shall be the only form acceptable and shall include the following:~~

~~a. Notice that the existence of the AA is predicated upon occupancy by the owner, to whom the permit has been issued;~~

~~b. Notification to a buyer of the AA By-Law~~

~~c. Upon sale of the property, the new owner shall be required to file an application for a new special permit to maintain the AA;~~

~~d. Within thirty (30) days of receipt of a letter from the Inspector of Buildings determining a violation, a special permit shall be sought for the continuation of the AA. Failure to apply for the Special permit within thirty (30) days shall result in the AA being discontinued and the special permit shall automatically lapse and be null and void;~~

~~e. Require that current and future property owners notify the Inspector of Buildings in the event the AA has been or will voluntarily be discontinued; and~~

~~f. The dwelling unit remains a single family dwelling unit and the AA cannot be used except in accordance with the requirements of this By-Law and any conditions set forth in the applicable special permit.~~

5.11.~~7~~5.0. *Criteria for Approval* The Zoning Board of Appeals may be required to grant a special permit or finding to ensure that the accessory structure containing the ADU complies with the dimensional requirements set forth in Section 2.2.7.0 and Section 2.3.6.0. ~~for an AA based upon making the findings set forth in Section 5.3.2.0. and upon determining that the proposed AA otherwise complies with the requirements of this By-Law.~~ In order to provide adequate dwelling units for disabled and handicapped individuals, the Board of Appeals will allow reasonable deviation from the stated conditions where necessary to install features that facilitate access and mobility for disabled persons in addition to any requirements in accordance with the Mass. State Building Code and as exempt pursuant M.G.L. Chapter 40A, Section 3.

5.11.~~5~~6.0. *Procedural Requirements* The Zoning Board of Appeals shall hold a public hearing, in accordance with M.G.L Chapter 40A, Section 9, where the construction of the ADU requires any additional dimensional relief in the form of a special permit or finding. Should a special permit or finding be granted, the property owner, prior to the issuance of any building permit, shall record a copy of the special permit or finding with the Southern Essex Registry of Deeds and duly submit evidence of recording to the Building Commissioner. ~~for AA's allowed by special permit. Prior to the issuance of a building permit, the property owner shall file a copy of the executed use restriction required pursuant to Section 5.11.4.0. above, and submit to the Inspector of Buildings evidence that it has been recorded in the Essex Registry of Deeds.~~

5.11.~~6~~7.0. *Application Requirements* Prior to a building permit being issued for an ~~AA~~ ADU, the applicant shall provide the following to the ~~Inspector of Buildings~~ Building Commissioner:

a. A completed application and filing fee as required.

b. Adequate information to determine compliance with the provisions set forth herein. This shall include, but not be limited to, a site plan, interior floor plans and building elevations.

c. A copy of the recorded, relevant special permit or finding granted by the Zoning Board of Appeals. ~~Use Restriction in accordance with Section 5.11.4.0. above~~

~~**5.11.8.0.** *Monitoring, Inspections & Enforcement* The following methods are available to ensure continued compliance with these regulations as set forth:~~

~~1. In accordance with Section 5.11.4.0.(c), upon the sale of the property, the new owner shall be required to file a new application with the Inspector of Buildings. Upon filing, the Inspector of Buildings shall conduct an inspection of the AA for purposes of verifying compliance.~~

~~2. The Inspector of Buildings shall keep a cumulative list of all lawfully existing AAs in the Town of Swampscott and shall conduct annual inspectors of each such AA to confirm its compliance with the requirements of this By-Law, the applicable special permit and all applicable legal requirements. The Inspector of Buildings shall impose a inspection fee to be paid annually by each owner of an AA, provided, however, (i) such fee shall in no event be less than $100.00, (ii) such fee shall be due and payable on or before February 1st of each year, and (iii) failure of an owner of an AA to pay such fee within thirty (30) days of the date required shall be deemed a violation of this By-Law and a violation of the applicable special permit. If a complaint is filed with the Inspector of Buildings with regard to an unauthorized AA, the Inspector of Buildings shall inspect the AA for purposes of determining whether there is a violation. If a violation exists, the owner shall apply to the Board of Appeals, within thirty (30) days from the receipt of letter from the Inspector of Buildings for a special permit for the~~

~~continuation of the AA. Failure to apply for the special permit within thirty (30) days shall result in the AA being discontinued.~~

5.11.~~9~~8.0 *Pre-Existing ADUs ~~AA's.~~* ~~AA's~~ ADUs that were in existence prior to January 1, 2007 may be continued regardless of whether it complies with the Design Standards set forth in Section 5.11.3.0. ~~and without the requirement of a Special Permit as set forth in Section 5.11.2.0~~ above, provided that the following conditions are fulfilled:

1. Said ~~AA~~ ADU was in existence prior to January 1, 2007 and has been occupied for at least six (6) months since January 1, 2007 (The owners shall have the burden of proof to demonstrate such by furnishing evidence the existence of said ADU ~~AA~~); and

2. Provided that an application to the Building Commissioner ~~Inspector of Buildings~~ is submitted within 90 days from the date of approval of these regulations by the Attorney General, together with an non-refundable application fee in the amount of $350.00.~~; and~~

~~3. Provided that the applicant otherwise complies with the requirements set forth in Section 5.11.4.0. and 5.11.8.0.~~

The owner of any AA that was in existence prior to January 1, 2007 that does not comply with the requirements of this Section 5.11.~~9~~8.0. shall not be entitled to the protections of this Section 5.11.~~9~~8.0. and must within 90 days from the date of approval of these regulations by the Attorney General comply with enforcement regulations set forth by the Building Department. ~~either (i) immediately vacate and discontinue the use of such AA, or (ii) apply to the Board of Appeals for a Special Permit pursuant to Sections 2.2.3.0. and 5.11.2.0. of this By-Law and the AA will be subject to all of the requirements of Section 5.11.0.0. of this By-Law.~~

APPENDIX E

Proposed Zoning Bylaw Amendments: Site Plan Special Permit

5.2.2.1. The Board of Appeals shall have the power to hear and decide applications for special permits, including, without limitation, dimensional special permits~~, site plan special permits~~ and any other special permits permitted under this By-Law. Unless otherwise specified herein, the Board of Appeals shall serve as the special permit granting authority, to act in all matters in accordance with the provisions of this By-Law. The Planning Board shall have the power to hear and decide applications for site plan special permits ~~where it serves~~ and shall serve as the Site Plan Special Permit Granting Authority pursuant to Section 5.4.3.0. below.

5.4.3.0. *Procedures*. ~~In order to streamline the permitting process, the special permit granting authority for the purposes of site plan special permits under this Section 5.4.0.0. (the "Site Plan Special Permit Granting Authority") shall be (i) the Board of Appeals if the project or development requiring the site plan special permit also requires one (1) or more additional special permits or variances from the Board of Appeals, or (ii) the Planning Board in all other cases. In the case where a project or development requires a site plan special permit and one (1) or more additional special permits or variances, the applicant shall submit a single application for all such special permits or variances to the Board of Appeals. Notwithstanding the foregoing, any application for a Site Plan Special Permit filed with the Board of Appeals shall be automatically transferred to the Planning Board, and the Planning Board shall become the Site Plan Special Permit Granting Authority and the Board of Appeals shall take no further action with regard to an application for a Site Plan Special Permit, in either of the following circumstances: (a) the application pending before the Board of Appeals is amended so as to no longer require any other special permits or variances (except for a Site Plan Special Permit), or (b) all of the applicant's requests for other special permits or variances (except for the Site Plan Special Permit) are denied by the Board of Appeals.~~ The Special Permit Granting Authority for the purposes of site plan special permits under this Section 5.4.0.0. shall be the Planning Board in all cases, whether the project or development requires only the site plan special permit and no additional special permits or variances, or if the project or development requiring the site plan special permit also requires one (1) or more additional special permits or variances from the Board of Appeals.

~~Applicants for site plan special permits~~ In the case where a project or development requires a site plan special permit but no additional special permits or variances, the applicant shall submit six (6) copies of the site plan to the Planning Board. Seven (7) copes are required if the project entails the demolition, in whole or in part, of any building structures which are seventy-five (75) years or older, two (2) copies of the site plan review materials with the application to the Town Clerk, one (1) copy of the site plan to the Town Planner, and within three (3) days thereafter shall also submit a copy of the site plan materials to the Board of Health, Inspector of Buildings, Town Engineer, Fire Department and Conservation Commission for their advisory review and written recommendations and/or comments.

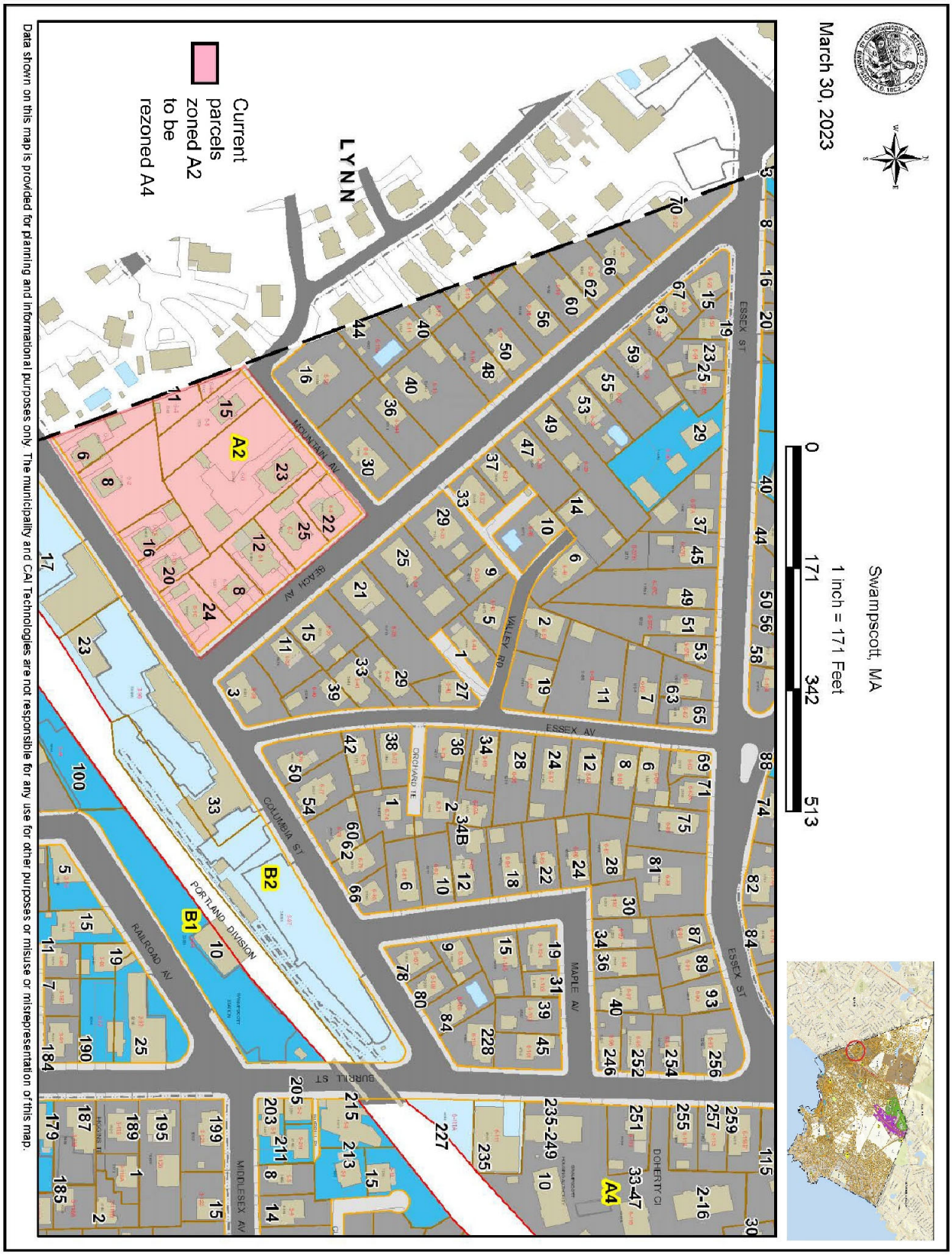
~~if it is the Site Plan Special Permit Granting Authority for review,~~ In the case where a project or development requires a site plan special permit and one (1) or more additional special permits or variances, the applicant shall submit six (6) copies of the site plan to the Planning Board, seven (7) if the project entails the demolition, in whole or in part, of any building structures which are seventy-five (75) years or older, nine (9) copies of the site plan to the Board of Appeals ~~if it is the Site Plan~~

~~Special Permit Granting Authority~~, two (2) copies of the site plan review materials with the application to the Town Clerk, one (1) copy of the site plan to the Town Planner, and within three (3) days thereafter shall also submit a copy of the site plan materials to the Board of Health, Inspector of Buildings, Town Engineer, Fire Department~~,~~ and Conservation Commission ~~and, if the Planning Board is not the Site Plan Special Permit Granting Authority, the Planning Board,~~ for each of their advisory review and written recommendations and/or comments.

~~Where the Board of Appeals is the Site Plan Special Permit Granting Authority, the Site Plan Special Permit Granting Authority shall not take final action on any Site Plan Special Permit until the earlier of (i) thirty-five (35) days after filing of the Site Plan Special Permit application with the Site Plan Special Permit Granting Authority, and (ii) receipt by the Site Plan Special Permit Granting Authority of written reports from the Board of Health, Inspector of Buildings, Town Engineer, Fire Department, Conservation Commission and, if the Planning Board is not the Site Plan Special Permit Granting Authority, the Planning Board. Where the Planning Board is the Site Plan Special Permit Granting Authority, t~~The Site Plan Special Permit Granting Authority shall not take final action on any Site Plan Special Permit until the earlier of (i) twenty (20) days after filing of the Site Plan Special Permit application with the Site Plan Special Permit Granting Authority, and (ii) receipt by the Site Plan Special Permit Granting Authority of written reports from the Board of Health, Inspector of Buildings, Town Engineer, Fire Department, and Conservation Commission. The Site Plan Special Permit Granting Authority shall review the site plan and approve it in accordance with the requirements and procedures otherwise applicable to special permits under G.L. c.40A and this By-Law, except as otherwise expressly provided in this Section 5.4.0.0. No deviation from an approved site plan shall be permitted without modification thereof which has received approval from the Site Plan Special Permit Granting Authority.

APPENDIX F

Proposed Zoning Map Amendment



APPENDIX G

Resolution in Support of Changing the State Flag & Seal of Massachusetts

Whereas the history of the Commonwealth of Massachusetts is replete with instances of conflict between the European Colonists and the Native Nations of the region, who first extended the hand of friendship to the Colonists on their shores in 1620, and helped them to survive starvation during the settlers' first winters on their land;

Whereas members of the Native Nations for whom the Commonwealth of Massachusetts is named were ambushed and killed by Myles Standish, first commander of the Plymouth Colony, at Wessagusett (now Weymouth) in April of 1623, barely two years after the Pilgrims arrived;

Whereas the Colonial broadsword held by a white hand above the head of the Indigenous person on the Massachusetts Flag and Seal is modeled after Myles Standish's own broadsword, borrowed for that purpose from the Pilgrim Hall in Plymouth by the illustrator Edmund Garrett in 1884;

Whereas the belt binding the Native's cloak on the Flag and Seal is modeled after a belt worn by Metacomet, known to the English as King Philip, who was among the Indigenous leaders that resorted to a mutually destructive war in 1675-76 in defense of Native lands against Colonial encroachment;

Whereas the proportions of the body of the Indigenous person on the Flag and Seal were taken from the skeleton of an Indigenous person unearthed in Winthrop, the bow modeled after a bow taken from an Indigenous man shot and killed by a colonist in Sudbury in 1665, and the facial features taken from a photograph of an Ojibwe chief from Great Falls, Montana, considered by the illustrator to be a "fine specimen of an Indian," though not from Massachusetts;

Whereas the history of relations between Massachusetts since Colonial times and the Native Nations who continue to live within its borders includes the forced internment of thousands of so-called "praying Indians" on Deer Island, in Boston Harbor, where they died by the hundreds of exposure in the winter of 1675, the enslavement of Indigenous people in Boston, Bermuda, and the Caribbean Islands, the offering of 40 pounds sterling as bounty for the scalps of Indigenous men, women and children in Massachusetts beginning in 1686, increased to 100 pounds sterling for the scalps of Indigenous adult males by 1722, half that amount for Indigenous women and children;

Whereas Indigenous people were legally prohibited from even stepping foot into Boston from 1675 until 2004, when that Colonial law was finally repealed;

Whereas the 400th anniversary of the landing of the Colonists at Plymouth Plantation, which gave rise to the long chain of genocidal wars and deliberate government policies of cultural destruction against Native Nations of this continent, occurred in the year 2020, affording every citizen of the Commonwealth a chance to reflect upon this history and come to an appreciation of the need for better relations between the descendants of the Colonial immigrants and the Native Nations of the Commonwealth;

Whereas the land area now known as the Town of Swampscott, shares a rich Native history with modern tribal Nations such as the Massachusett, the Abenaki, the Penacook and the Mi'kmaq, who inhabited this area long before the first colonial settlers arrived in 1628;

Now, therefore, **BE IT RESOLVED** that the Town of Swampscott hereby adopts this resolution in support of the work of the Special Commission on the Official Seal and Motto of the Commonwealth, established by a Resolve of the General Court in 2021 and appointed by the Governor to recommend changes to the current flag and seal of Massachusetts, and **in support of a new flag and seal for the Commonwealth** that may better reflect our aspirations for harmonious and respectful relations between all people who now call Massachusetts home. The town clerk shall forward a copy of this resolution to Sen. Brendan Crighton and Rep. Jennifer Armini, with the request that they support the work of the aforementioned Special Commission and advocate for a new flag and seal for the Commonwealth.

APPENDIX H

Definition of Financial Terms Commonly Used at Town Meetings

Appropriation – An authorization by the Town Meeting to make expenditures and incur liabilities for specific purposes. An appropriation is usually limited in amount and as to the time when it may be expended.

Assessed Valuation – A valuation set upon real estate or other property by the Assessors as a basis for levying taxes.

Available Funds – See free cash.

Bond – A written promise to pay a specified sum of money by a fixed date, and carrying with it interest payments at a fixed rate, paid periodically. A Note is similar, but issued for a shorter period.

Cherry Sheet – A State form which shows an estimate of all of the State and County charges and reimbursements to the Town.

Debt and Interest – The amount of money necessary annually to pay the interest and the principal on the Town's outstanding debt. Also known as "Debt Service."

Fiscal Year – The budget period used by the Town running from July 1 of one year to June 30 of the next year. At the end of this period, the Town closes its books in order to determine its financial condition and the results of its operation.

Free Cash – The amount of money left after all prior years' uncollected taxes have been deducted from surplus revenue. This amount may be used as available funds by vote of the Town Meeting.

Overlay – The amount, up to 5% of the tax levy, raised by the Assessors in excess of appropriations and other charges to cover abatements and exemptions.

Overlay Reserve – Unused amount of the overlay for previous years, which the Town may transfer to Surplus Revenue after all abatements for such fiscal year are settled.

Receipts – The cash, which is actually received by the Town.

Reserve Fund – A fund voted by the Annual Town Meeting and controlled by the Finance Committee for extraordinary and unforeseen expenditures incurred by Town departments during the year.

Stabilization Fund – Special Reserve Fund that can be used by a 2/3 vote of the Town Meeting.

Surplus Revenue – The amount by which cash, accounts receivable and other assets exceed the liabilities and reserves. Used in calculating free cash.

Transfer – The movement of funds from one account to another. Transfers between accounts (other than the Reserve Fund) can be made only by vote of the Town Meeting.

Unexpended Balance – That portion of an appropriation or account not yet expended. Any such balances left at the end of the fiscal year are generally used as Surplus Revenue in calculating Free Cash.

APPENDIX I

Table of Motions

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TABLE OF BASIC POINTS OF MOTION

Rank		Second Required	Debatable	Amendable	Vote Required	May Reconsider	May Interrupt
	PRIVILEGED MOTIONS						
1	Dissolve or adjourn sine die	Yes	No	No	Maj.	No	No
2	Adjourn to fix time or recess	Yes	Yes	Yes	Maj.	No	No
3	Point of no quorum	No	No	No	None	No	No
4	Fix the time to (or at) which to adjourn	Yes	Yes	Yes	Maj.	Yes	No
5	Question of privilege	No	No	No	None	No	Yes
	SUBSIDIARY MOTIONS						
6	Lay on the table	Yes	No	No	2/3	Yes	No
7	The previous question	Yes	No	No	2/3	No	No
8	Limit or extend debate	Yes	No	No	2/3	Yes	No
9	Postpone to a time certain	Yes	Yes	Yes	Maj.	Yes	No
10	Commit or refer	Yes	Yes	Yes	Maj.	Yes	No
11	Amend (or substitute)	Yes	Yes	Yes	Maj.	Yes	No
12	Postpone indefinitely	Yes	Yes	No	Maj.	Yes	No
	INCIDENTAL MOTIONS						
*	Point of order	No	No	No	None	No	Yes
*	Appeal	Yes	Yes	No	Maj.	Yes	No
*	Division of a question	Yes	Yes	Yes	Maj.	No	No
*	Separate consideration	Yes	Yes	Yes	Maj.	No	No
*	Fix the method of voting	Yes	Yes	Yes	Maj.	Yes	No
*	Nominations to committees	No	No	No	Plur.	No	No
*	Withdraw or modify a motion	No	No	No	Maj.	No	No
*	Suspension of rules	Yes	No	No	2/3***	No	No
	MAIN MOTIONS						
None	Main Motion	Yes	Yes	Yes	Var.	Yes	No
**	Reconsider or rescind	Yes	**	No	Maj.	No	No
None	Take from the table	Yes	No	No	Maj.	No	No
None	Advance an article	Yes	Yes	Yes	Maj.	Yes	No

* Same rank as motion out of which they arise.
** Same rank and debatable to same extent as motion being reconsidered.
*** Unanimous if rule protects minorities; out of order if rule protects absentees.

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NOTES

TOWN OF SWAMPSCOTT
MASSACHUSETTS
2023 – 2024

SELECT BOARD	TERM EXPIRES
L. Neal Duffy, Chair	2023
David Grishman, Vice Chair	2023
MaryEllen Fletcher	2025
Katherine Phelan	2025
Peter Spellios	2024

PROFESSIONAL STAFF

Sean Fitzgerald, Town Administrator
S. Peter Kane, Assistant Town Administrator (Administration)
Gino Cresta, Assistant Town Administrator (Operations)
Amy Sarro, Director of Finance & Administration
Patrick Luddy, Treasurer/Collector
Dianne Marchese, Administrative Assistant

FINANCE COMMITTEE	TERM EXPIRES
Eric Hartmann, Chair – At Large	2023
Matthew Kirschner, Vice Chair – Precinct 2	2024
Joan Hilario – Precinct 1	2024
Naomi Dreeben – Precinct 3	2025
Cinder McNerney – Precinct 4	2023
Erik Schneider – Precinct 5	2025
Suraj Krishnamurthi – Precinct 6	2023
Adrian Rodriguez – At Large	2024
Sunit Shah – At Large	2025

MA, Master Electric Contractor # 21233A
MA, Home Improvement Contractor # 170355
Rhode Island Contractors' Registration and Licensing Board Registration No. 39372
Rhode Island Renewable Energy Prof REPC-126
For other jurisdictions, please visit: http://www.trinity-solar.com/about-us/locations-and-licenses

March 24, 2023

To Whom It May Concern:

Bradley Welch is a Trinity Sales employee seeking approval to solicit in **Swampscott, MA**. We are a local solar company specializing in residential financing options, and they are a part of the division that generates leads by going door-to-door. The most prominent product we offer is a power purchase agreement for homeowners to supplement their current utility bills by using solar energy produced on their home.

Please contact me if you should have any questions.

Sincerely,
Michelle Horton

Michelle Horton
Licensing Administrator
O: 732-780-3779 Ext: 9809
E: Licensing@trinity-solar.com

260735 '23 APR 6 12:11:20

TOWN OF SWAMPSCOTT
OFFICE OF THE SELECT BOARD

APPLICATION FOR A HAWKER AND PEDDLAR LICENSE AND DOOR TO DOOR SOLICITATION

Application Fee: $50.00

APPLICANT INFORMATION:

Applicant Name: Bradley Welch Applicant Phone #: [redacted]

Applicant Address: [redacted]

Email Address: [redacted]

Applicant Height: 6'02" Eye Color: blue Hair Color: brown

Applicant Social Security Number: [redacted]

BUISNESS & OPERATION INFORMATION:

Period of time for which activity will be carried on in the Town of Swampcott:

From: April 2023 To: April 2024

Location within Town: Town wide

Brief Description of Activity:

Qualifying homes and scheduling appointments for solar consultations.

Name of Business/Company: Trinity Solar Inc.

Name of Employer/Manager: Michael Harkins

VEHICLE INFORMATION:

Motor Vehicle Year: 2012 Make: Mercedes Benz Model: C350 Color: black

V.I.N: Reg. Number: 2HEM96

State: MA Address of owner: [redacted]

Statement of criminal record within the past ten years:

N/A

Applicant must pay a $50.00 application fee made payable to the Town of Swampscott. Applicants should bring the application fee, and this completed application (including the Civil Fingerprinting Consent Form) to the Police Department. At this time, applicants shall submit fingerprints to the Town of Swampscott Police Department for the Police Department to be able to conduct a state and national fingerprint-based criminal history check. At that time the application from provides two separate bank checks or money orders for fingerprints.

Fingerprinting fees include federal, state and local fees. Before being fingerprinted, all licensing applicants must pay the statutory fingerprint fee of thirty dollars ($30.00) with a money order or bank check payable to the "Commonwealth of Massachusetts." In addition to a signature, the money order or bank check shall include the name of the applicant hand-printed in block letters.

In addition, licensing applicants must pay the municipal fingerprint fee of seventy dollars ($70.00) with a money order or bank check payable to the "Town of Swampscott." In addition to a signature, the money order or bank check shall include the name of the applicant hand-printed in block letters.

Please see attached Civil Fingerprint Policy for information.

If food items are involved, applicant must obtain a license from the Board of Health

Signature: _____ **Health Director:** _____

I hereby certify under penalty of perjury that all statements made in connection with this application are true and complete to the best of my knowledge.

Signature: Brad Welch Dated: 4/6/2023

For Official Use Only

POLICE CHIEF APPROVAL: **APPROVED:** ☐ **REJECTED:** ☐

Signature: _____ Dated: _____

TOWN ADMINISTRATOR APPROVAL: **APPROVED:** ☐ **REJECTED:** ☐

Signature: _____ Dated: _____

Notes:

Town of Swampscott

Office of the

Town Administrator

Elihu Thomson Administrative Building
22 Monument Avenue Swampscott, MA 01907

Sean R. Fitzgerald ***Tel: (781) 596-8850***

Swampscott Select Board
Town Administration Building
22 Monument Avenue
Swampscott, MA 01907

RE: APRIL 12th REPORT TO THE SELECT BOARD

Dear Select Board:

I am pleased to be able to offer the following report on programs and initiatives that are on-going in the Town of Swampscott, as well as some updates on a variety of things that have happened since my last report.

FY 24 BUDGET/CIP

As a follow up to last week's SB meeting, I continue to evaluate the proposed FY 24 budget and will seek to address some of the SB priorities. I will need to crunch some numbers, but I do appreciate the SB's priorities for community programs and initiatives as they do help address the increase in challenges we are facing with mental health and loneliness.

Additionally, I have been working with the Town's Finance team to discuss a few questions that have arisen with the Finance Committee last week. They have asked for an update this Monday on the financial impact of the recent land acquisitions and have requested an update on projections we used for the new school tax impacts and long-range use of the Town financial reserves.

To this end, I have met with the Finance team this week and reviewed the attached spreadsheets (same format that we have used with the SB and FC in our past conversations in debt projections).

Based on this analysis, here are the assumptions:

- The Town is able to manage new school debt with reserves;
- The Town will continue to target a Median Tax Impact of $300 for this project;
- The recent land acquisition will have a Median Tax Impact of about $70 without reserve use;
- The Town will continue to focus on managing free cash and a prudent, careful use of these funds; and
- The Town will need to either replenish or offset reserve use in the coming years or adjust tolerance for balances reserved.

As I have shared many times, the most critical need right now is economic development and adding commercial growth to help support the financial needs of the Town.

ASSESSORS

The Assessor's office is hard at work reviewing abatements and are 90% complete. They hope to have the remaining 10% completed by May 1st. Abatements must be filed by February 1st if they want to dispute their property tax bill. The Assessor then has 90 days to review applications and determine whether the homeowner qualifies for an abatement.

POLICE TRAFFIC ENFORCEMENT UPDATE

The following update was provided by the Swampscott Police Department's enforcement efforts:

February 2023—in the month of February 79 separate citations were issued.

- 19 separate citations were issued on Humphrey St, approximately 24% of all citations issued in February 2023.

The following citations from Humphrey Street break down in distinct categories (Warning, Civil Motor Vehicle Infraction, Criminal Application, and Arrest) in the following way:

- Speeding- 8 Warnings
- Failure to Stop/Yield- 1 CMVI, 4 Warnings
- Crosswalk Violation- 4 Warnings
- Unregistered MV- 1 Warning
- No License in Possession- 1 Warning
- Equipment Violation- 1 Warning

March 2023—in the month of March 98 separate citations were issued.

- 31 separate citations were issued for Humphrey St, approximately 31% of all citations issued in March 2023.

The following citations from Humphrey Street break down in distinct categories (Warning, Civil Motor Vehicle Infraction, Criminal Application, and Arrest) in the following way:

- Speeding- 1 CMVI, 11 Warnings
- Failure to Stop/Yield- 4 Warnings
- Crosswalk Violation- 19 Warnings
- Unregistered MV- 1 CMVI
- Marked Lanes Violation- 1 Warning
- Passing Violation- 2 Warnings
- Lights Violation- 1 Warning
- No Inspection Sticker- 1 CMVI
- License Not in Possession- 1 Warning
- Registration Not in Possession- 1 Warning
- Motor Vehicle Accidents- Humphrey Street

There were 2 reportable motor vehicle crashes over the span of February and March 2023:

- February- 1
- March- 1

If there are any questions or requests for additional information, please reach out prior to the SB meeting and I will ask Chief Quesada to clarify any information.

SWAMPSCOTT COMMUNITY POWER

As a follow-up to the last SB meeting, Swampscott Community Power gives electricity customers in Swampscott a Town-alternative to National Grid's Basic Service price and to other electricity supply offers in the marketplace without pressure or hidden fees. Through the program, participants automatically receive 100% renewable electricity as well as long-term, stable pricing.

National Grid (like other electric companies) is a "delivery" provider but not a creator of energy. This means that National Grid has to go to market in order to secure electric supply from the grid, and it then passes that cost onto its customers in the "Supply" section of your electric bill. While these rates are regulated by the Department of Public Utilities, they fluctuate and change very often.

All Swampscott electric customers are automatically put on the Swampscott Community Power program. This program provides for a stable rate with the added benefit of using renewable energy sources. Customers can opt-out of the program all together, "upgrade" to an even greener option, or downgrade to a basic option.

Here is a link to the Community Power landing page with all this information: https://www.masspowerchoice.com/swampscott and the letter to opt out:

Swampscott_Letter_Combined_022423.pdf (masspowerchoice.com)

RECREATION

Swampscott's annual Earth Day event is Saturday, April 22nd, including the 2nd annual Earth Day Spring Yard Sale which will be held from 8:00 – Noon. You can take your goods to Town Hall or put it out in front of your own house. Register at https://swampscottma.myrec.com/info/activities/program_details.aspx?ProgramID=30039. This is just a friendly reminder that the deadline to register for the Town Wide Yard Sale is Monday, April 10th (We have extended the deadline through the weekend). Once registered, participants will receive a sign, a permit, and a spot on the map of locations!

Save the date – Tuesday, May 23rd, 6:00 PM – for a fundraiser to benefit the Annual July 3rd fireworks. Details will be announced shortly.

HAWTHORNE

The next public meeting to discuss possible future uses of the Hawthorne is Wednesday, April 26th, 6:00 PM, in the HS cafeteria. Our last event had over 400 residents and participants and we are eager to share some of the ideas and development potential of this iconic sight. Please mark your calendars as this is another great way to share some ideas on the future use of this property.

FIRE

The Fire Department has a new employee – honorary FF Ryan was donated to the department by Select Board member Mary Ellen Fletcher from her last batch of puppies. FF Ryan will be at the station 24/7 and it will be so awesome to see him serve and protect Swampscott!

HEALTH

The Diaper Drive is ongoing through the month. Drop off boxes are located at Town Hall and the Library.

The Public Health nurse/PH Emergency Preparedness Coordinator has been introduced to the senior center and is working with Sabrina C on some educational / interactive group activities related to public health issues. The goal is to have interested Seniors be part of the planning process for a PH topic and offer their point of view, so that this population is included and their prospective is valued.

Recent food service inspections include: Chipotle, Jersey Mike's, Church of Spiritualism, and Middle school.

Metal recycling and styrofoam collection for disposal, returned in March and will continue on the last Saturday of each month through December from 8am-noon at the DPW yard 200 Paradise Rd.

BUILDING

The Building Dept. has issued 444 permits since January 1st with a total revenue of $166,685. They are busy conducting inspections, meeting with contractors and plan reviews.

Respectfully Submitted,

Sean R. Fitzgerald
Town Administrator