



*Select Board Regular Session Minutes
Virtual Only
May 24, 2023 6:30 PM*

*David Grishman, Vice Chair
Mary Ellen Fletcher
Katie Phelan
Peter A. Spellios*

*Sean R. Fitzgerald
Town Administrator
Tel: (781) 596-8850
Email: sfitzgerald@swampscottma.gov*

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

MEMBERS ABSENT: DOUG THOMPSON

OTHER TOWN OFFICIALS PRESENT: SEAN FITZGERALD, TOWN ADMINISTRATOR, MAX KASPER, FACILITIES DIRECTOR, AMY SARRO, DIRECTOR OF FINANCE & ADMINISTRATION, MARZIE GALAZKA, DIRECTOR OF COMMUNITY DEVELOPMENT

A. PUBLIC COMMENTS: MR. MICHAEL GARVEY, 85 MONUMENT AVE., PRECINCT 3: CALL ATTENTION OF SB THAT FLAG AT WORLD WAR MONUMENT HAS BEEN MISSING FOR SEVERAL MONTHS. TA FITZGERALD WILL LOOK INTO. PER MR. SPELLIOS, THE VSO HAS BEEN COORDINATING WITH THE FIRE DEPT. TO REPLACE THE FLAG.

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

- 1. DISCUSSION & POSSIBLE VOTE ON MWRA \$1,000,000, 0% INTEREST LOAN:** TA FITZGERALD: THIS IS A \$1MM LOAN REQUIRING 10 EQUAL PAYMENTS OF \$100,000 TO ENSURE THE TOWN HAS CLEAN WATER BY REPLACING WATER MAINS ON VARIOUS STREETS, INCLUDING 250' OF MAIN ON ATLANTIC AVE. FROM THE MARBLEHEAD TOWN LINE; 700' FROM PALMER AVE. TO ATLANTIC AVE. AND 600' OF MAIN ON BEACH BLUFF AVE. THE TOWN HAS HAD A LONGSTANDING PARTNERSHIP WITH THE MWRA AND HAVE ACCESSED THESE LOANS BEFORE. DRAINAGE AND WASTEWATER WILL BE ADDRESSED AS WELL. WE'VE ENGAGED KLEINFELDER TO DO A SURVEY OF OUR INFRASTRUCTURE AND LET US KNOW WHAT OUR LONG-TERM CAPITAL EXPENDITURES WILL BE FOR DRAINAGE AND WATER SYSTEMS. MR. SPELLIOS ASKED THAT CAPITAL BUDGETS INCLUDE AMPLE FUNDING TO PROPERLY PAVE STREETS WHEN THEY HAVE TO BE TORN UP AND WOULD LIKE A RUNNING LIST OF BONDED STREETS IN TOWN AS ROADS ARE FALLING INTO WORSE DISREPAIR DUE TO EMERGENCY REPAIRS. IT IS CRITICAL THAT YOU ADDRESS HOW A STREET IS GOING TO BE REPAIRED. IF WE'RE GETTING MONEY FROM NATIONAL GRID IT DOESN'T SHOW. BRING CLARITY TO HOW ROADS WILL BE REPAIRED. HE WOULD LIKE TO SEE AMOUNTS WE'VE COLLECTED FROM UTILITIES & THE TOWN, FOR WHICH PROJECTS AND A LIST OF BONDED STREETS AS HE DOESN'T FEEL WE'RE HOLDING OURSELVES OR UTILITIES TO BONDED STREETS STANDARDS. THE DEFINITION OF BONDED STREETS IS THAT WE ARE PROHIBITED FROM OPENING IT UP FOR FIVE YEARS WITHOUT DOING SIGNIFICANT REPAIR TO IT AS OPPOSED TO JUST PATCHING IT.

UPON **MOTION**, DULY MADE BY MARY ELLEN FLETCHER, SECONDED BY PETER SPELLIOS, IT WAS UNANIMOUSLY **VOTED** THAT THE WRITTEN VOTES PRESENTED TO THIS MEETING IN CONNECTION WITH THE TOWN'S SALE OF ITS BONDS BE ADOPTED AS WRITTEN AND INCORPORATED INTO THE MINUTES OF THIS MEETING IN FULL: ALL IN FAVOR: YES. ANY OPPOSED: NO. **MOTION CARRIES.**

- 2. DISCUSSION ON OPEN MEETING LAW VIOLATION:** MR. GRISHMAN ADDRESSED 5/3/23 OML VIOLATION LETTER THAT HE RECEIVED AND WILL MAKE SURE WE ANNOUNCE THAT MEETINGS ARE BEING RECORDED GOING FORWARD AND WILL SHARE ALL INFORMATION PERTAINING TO THE OPEN MEETING LAW WITH MEMBERS OF THE SELECT BOARD.

C. VOTES OF THE BOARD

- 1. APPROVAL OF THE CONSENT AGENDA**

CONSENT AGENDA ITEMS:

- 1. DISCUSSION & POSSIBLE VOTE ON GRANTING EASEMENT TO MASSACHUSETTS ELECTRIC COMPANY, AKA NATIONAL GRID, A PERMANENT UTILITY EASEMENT ON A PORTION OR PORTIONS OF THE TOWN OWNED PROPERTY LOCATED ON THE EASTERLY SIDE OF WHITMAN ROAD AND THE SOUTH WESTERLY SIDE OF ORCHARD ROAD, 10 WHITMAN ROAD.**
- 2. DISCUSSION & POSSIBLE VOTE ON ZONING BOARD OF APPEALS NEW ASSOCIATE MEMBER, SUSAN SINRICH, TO FILL A VACANCY WITH A TWO-YEAR TERM EXPIRING 6/29/24**

3. DISCUSSION & POSSIBLE VOTE ON EARTH REMOVAL ADVISORY COMMITTEE APPOINTMENT OF JOSEPH MARKARIAN, JR. FROM ALTERNATE TO FULL MEMBER TO FILL A VACANCY WITH A THREE-YEAR TERM ENDING 9/29/24
4. VOTE TO APPROVE A LIQUOR LICENSE FOR 1634 MEADERY LLC TO SELL BOTTLED WINE AT THE FARMER'S MARKET ON SUNDAYS FROM JUNE 11, 2023 – OCTOBER 29, 2023, 10:00 AM – 1:00 PM, LOCATED AT TOWN HALL, 22 MONUMENT AVE., SWAMPSCOTT, MA
5. VOTE TO APPROVE A ONE-DAY LIQUOR LICENSE TO EAST REGIMENT FOR THE ANNUAL STRAWBERRY FESTIVAL ON TOWN HALL LAWN ON SATURDAY, JUNE 25, 2023 (RAIN DATE OF JULY 2, 2023) FROM 4:00 P.M. TO 8:00 P.M.
6. VOTE TO APPROVE APPLICATION FOR HAWKING & PEDDLING AND DOOR TO DOOR SOLICITATION FOR EMPLOYEE, JOSEPH ROBINSON, REVISE ENERGY, 5 S SUMMER, HAVERHILL, MA
7. VOTE TO APPROVE APPLICATION FOR HAWKING & PEDDLING AND DOOR TO DOOR SOLICITATION FOR EMPLOYEE, PEDRO DELTORO, JR., POWER HOME REMODELING, 201 JONES RD., WALTHAM, MA
8. VOTE TO APPROVE APPLICATION FOR HAWKING & PEDDLING AND DOOR TO DOOR SOLICITATION FOR EMPLOYEE, KYLE KENNEDY, POWER HOME REMODELING, 201 JONES RD., WALTHAM, MA
9. VOTE TO APPROVE APPLICATION FOR HAWKING & PEDDLING AND DOOR TO DOOR SOLICITATION FOR EMPLOYEE, MICHAEL MORRIS, POWER HOME REMODELING, 201 JONES RD., WALTHAM, MA

MR. GRISHMAN REMOVED ITEM 2 (ZBA APPOINTMENT OF SUSAN SINRICH) FROM THE CONSENT AGENDA.

UPON **MOTION**, DULY MADE BY PETER SPELLIOS, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED** TO APPROVE THE AMENDED CONSENT AGENDA (REMOVAL OF ITEM 2): ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION CARRIES.

D. SELECT BOARD TIME

MS. FLETCHER: 1) ASKED TO GET THE RETIREMENT BOARD ON AGENDA SO THEY CAN MAKE REQUEST FOR THE 2% COLA INCREASE STATE IS ALLOWING. TA FITZGERALD HAS ASKED FOR AN ANALYSIS TO SEE HOW THE INCREASE WILL IMPACT THE TOWN'S OPERATING BUDGET; 2) SHE ASKED FOR AN UPDATE REGARDING POLICE & FIRE VACANCIES AND HIRING STATUSES: HE WILL PROVIDE A POLICE UPDATE ON JUNE 7TH BUT THEY ARE CURRENTLY EVALUATING CANDIDATES. FIRE HAS 2 VACANCIES, 2 PEOPLE ON LONG-TERM LINE OF DUTY ABSENCES AND THERE ARE A # OF PEOPLE WHO HAVE INDICATED THEY ARE RETIRING IN FY24, 1 IS A DEFINITE DUE TO HEALTH ISSUES IN THE FALL & ANOTHER WILL BE LEAVING IN THE SUMMER. THE CHIEF HAS BEEN COMMUNICATING WITH FINANCE TO FIND THE MOST OPPORTUNE TIME TO FILL VACANCIES AS SOMETIMES IT IS BEST TO LEAVE THEM UNTIL BEFORE WINTER STAFFING. THERE IS AN OUTSTANDING LIST OF CANDIDATES TO DRAW ON AND THEY ARE READY TO BRING PEOPLE ON BOARD AND HAVE ONE OR TWO OF THOSE VACANCIES FILLED IN EARLY JULY.

MR. GRISHMAN: VETERANS SERVICE OFFICER, MIKE SWEENEY, HAS A # OF EVENTS HAPPENING: 5/26 FIELD OF HEROES ON TOWN HALL LAWN; 5/28 IS THE TRIBUTE TO CAPT. JENNIFER HARRIS; 5/29, SWAMPSCOTT CEMETERY MEMORIAL DAY REMEMBRANCE FOLLOWED BY COLLATION AT VFW POST 1240, 8 PINE ST.

MS. PHELAN: NOTHING TO ADD

MR. SPELLIOS: NOTHING TO ADD

MR. THOMPSON: ABSENT

UPON **MOTION**, DULY MADE BY MARY ELLEN FLETCHER, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED** TO ADJOURN AT 6:58 PM: 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 XXXX

ATTACHMENTS:

MWRA LOAN AGREEMENT
BOARD APPOINTMENT MEMO
NATIONAL GRID EASEMENT
1634 MEADERY ONE-DAY LIQUOR LICENSE
EAST REGIMENT LIQUOR LICENSE FOR FARMER'S MARKET
HAWKING & PEDDLING AND DOOR-TO-DOOR SOLICITATION APPLICATIONS



Town of Swampscott

Office of the Town Treasurer

MEMORANDUM

TO: SELECT BOARD
FROM: PATRICK LUDDY, TREASURER
SUBJECT: MWRA 0% INTEREST BOND
DATE: THURSDAY MAY 18th, 2023

Important Dates
May 24th (tentative) – Vote
June 1st – Documents Completed
June 12th – Settlement

I am writing to seek the Board's authorization to accept the sale of a water bond to the Massachusetts Water Resources Authority (MWRA). This is a ten-year bond with principal payments due in equal installments annually. The bond is provided with no interest cost to the town. The debt service on this bond is supported by water user charges.

BACKGROUND

This water bond is provided to Swampscott as a participant in the MWRA's 0% interest financing program. Proceeds of the bond sale will be used to fund replacement of aged water mains as authorized by the June 2022 Special Town Meeting and the May 2023 Annual Town Meeting.

The project is scheduled to be bid out in July/August of 2023, and work is to be completed between September 2023 and June 2024. The specific project scope addresses:

- 1,850 linear feet of main on Atlantic Avenue (from Blodgett Avenue to the Marblehead Line)
- 700 linear feet of main on Palmer Avenue (from Atlantic Avenue to Humphrey Street)
- 600 linear feet of main on Beach Bluff Avenue (from Atlantic Avenue to Mostyn Street)

FORM OF VOTE

Several votes of the Select Board are required to complete the sale of the Bond. Successful execution of the sale by the June 12th settlement date requires a vote of the board prior to June 1st.

The board may opt to take up the votes in one motion using the following language:

"I move that the written votes presented to this meeting in connection with the Town's sale of its Bonds be adopted as written and incorporated into the minutes of this meeting in full".

The full text of the votes has been provided to you (see attached "Vote of Select Board"). The Clerk of the Board will incorporate the full text of the votes in the meeting minutes as required by Bond Counsel.

DOCUMENTATION REQUIREMENTS

All closing documentation must be signed by at least a majority of the Board. Closing documents are to be signed expeditiously after the vote of the Board is completed to meet the deadlines imposed by Bond Counsel and the MWRA. If the documents are not signed at the Board meeting, the documents will be available for signature in the finance office at town hall with Cheryl Doucette, Asst. Treasurer. All documentation must be completed prior to June 1st.

The full text of the closing documents will be made available for your review as soon as possible in advance of the meeting.

FINANCIAL ASSISTANCE AGREEMENT

BY AND BETWEEN

MASSACHUSETTS WATER RESOURCES AUTHORITY AND SWAMPSCOTT, MASSACHUSETTS

This Financial Assistance Agreement is made by and between the Massachusetts Water Resources Authority, a body politic and corporate and public instrumentality, established under the provisions of Chapter 372 of the Acts of 1984, with its principal place of business at Deer Island, 33 Tafts Avenue Boston, MA 02128, ("Authority" or "MWRA") and Swampscott, MA, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business at 22 Monument Avenue, Swampscott, MA 01907 ("Awardee") (collectively, "Parties");

WHEREAS, on June 30, 2010 the Authority Board of Directors voted to approve a program whereby the Authority was permitted to offer financial assistance to Waterworks system communities to improve local water systems.

WHEREAS, the Awardee intends to conduct, or is conducting, a local water system improvement project ("Project"); and

WHEREAS, the Awardee filed a Financial Assistance Application in which it furnished information about the Project to the Authority; and

WHEREAS, the MWRA will provide financial assistance to the Awardee for its Project under certain terms and conditions, hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and the promises contained herein, the Parties agree that the Authority will provide and the Awardee will accept financial assistance under the following terms and conditions:

I. SCOPE OF SERVICES.

The Awardee has entered into or will enter into, within ninety (90) days of the execution of this Agreement, a contract with a consultant or contractor for local water system improvement, in accordance with the Awardee's competitive procurement practice, and the scope of such work is listed in Attachment A.

II. FINANCIAL ASSISTANCE.

A. The Authority shall provide financial assistance ("Award") to the Awardee in the form of an interest-free loan. The total amount of the Award shall be \$1,000,000.00.

B. The Loan shall be governed by the attached Loan Agreement, which is incorporated herein by reference as Attachment C.

C. Upon execution of the Loan Agreement, the Authority shall initiate an electronic transfer of the total Award through the Automated Clearing House (ACH) having a pay date three business days after the execution date to the following designated account of the Awardee:

MMDT Account No. 4426 0131

Federal Tax ID No. 04-600-1318

D. The Authority shall not be obligated to provide additional financial assistance above the Award amount regardless of additional Project costs, which may be incurred by the Awardee.

III. EFFECTIVE DATE OF AGREEMENT.

This Agreement will take effect on the date of execution of both the Loan Agreement and this Agreement. In the event that this Agreement and the Loan Agreement are executed on different dates, the effective date of this Agreement shall be the later of the two dates.

IV. TERM.

The term of this Agreement shall begin upon the date of execution of this Agreement, including the execution of the Loan Agreement, and; unless otherwise terminated under Section XXV of this Agreement, shall be in effect until the Awardee fully repays the Loan to the Authority in accordance with the terms of the Loan Agreement. As evidence that the final payment has been made, the Authority will send notice to the Awardee indicating that the Loan has been discharged.

V. PROJECT SCHEDULE.

Implementation of the Project must begin within ninety (90) calendar days of execution of the Agreement, including the Loan Agreement. The Project must comply with the Project Schedule listed in Attachment B.

It is the obligation of the Awardee to obtain all licenses, permits, easements or any other approvals necessary to begin and successfully complete the Project.

VI. EXPENDITURE VERIFICATION REQUIREMENTS.

A. Throughout the completion of the Project Scope of Services, the Awardee shall submit progress reports to the Authority, on forms provided by the Authority, which outline the overall progress of the Project, the progress of key Project tasks, and the total Project cost expended to date. The frequency and schedule for progress reporting is outlined within Section 5.1 of MWRA Local Water System Assistance Program Guidelines. Progress reports shall be submitted to:

Massachusetts Water Resources Authority
2 Griffin Way
Chelsea, MA 02150
Attn: Local Water System Assistance Program

B. The Awardee shall append to each progress report information which documents eligible Project costs, including, but not limited to, consultant and/or contractor invoices; awardee labor, equipment, materials and other costs; and ancillary expenses. Time sheets and work summaries documenting any requests for force account work reimbursement must also be provided.

C. The Awardee shall exercise its best efforts to accomplish the Project set forth in the Scope of Services within the Award Amount established. In the event that an increase or decrease in the total Project cost is anticipated, or in fact occurs, the Awardee shall immediately notify the Authority in writing, and shall submit a status report including reasons for changes in Project cost, work completed to date, total dollars expended to date, and an estimate of the cost required to complete the Project.

VII. PROJECT INSPECTION.

The Awardee shall make the Project site and all Project records available to the Authority staff for review during the course of the Project. Authority staff may periodically monitor the progress of work to insure that the Project is: (1) proceeding substantially as defined in the Scope of Services; and (2) proceeding substantially within the Project Schedule.

VIII. PROJECT CLOSEOUT PROVISIONS.

A. Upon completion of the Project, the Awardee shall notify the Authority that the project is complete and shall certify, on a form provided by the Authority, that all work included in the Scope of Services has been completed and performed in accordance with this Agreement. The Awardee shall submit to the Authority a Project closeout package, which shall include a summary of all Project expenditures and the final Project cost.

B. If the final Project cost is less than the Award, the difference between the Award and the final Project closeout cost will be calculated and defined as the Project "Shortage Amount". The existence of a Project Shortage Amount will not affect the Loan repayment amount or schedule.

C. In the event that a Project Shortage Amount exists, the Authority shall either: (a) credit the Project Shortage Amount as part of Awardee's funding for an additional eligible project or future eligible project, or (b) send the Awardee a separate invoice for payment of the Project Shortage Amount forty-five (45) days prior to the next loan repayment date.

IX. PROJECT AUDIT PROVISIONS.

A. The Awardee, its engineers, and its contractors shall maintain books, records, and other documents that pertain to and involve transactions related to this Agreement in accordance with generally accepted accounting principals. The Awardee, its engineers, and its contractors shall also maintain the financial information and data used by the engineers and contractors in the preparation or support of all invoices and progress reports. The Authority and any other duly authorized person, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours, upon ten (10) days notice and at the Authority's expense. The Awardee, its engineers, and its contractors shall provide proper facilities for such access and inspection. All documents shall be kept for at least seven (7) years after either the final payment to the engineer or contractor or after the closeout of the Project, whichever is later.

B. The Awardee agrees to include the wording of Section IX.A., above, in all contracts and subcontracts hereafter awarded to third party contractors, vendors and service providers related to this Agreement.

C. Audits conducted by the Authority, or its duly authorized representatives, shall be in accordance with generally accepted government auditing standards and established procedures and guidelines of the Authority. Such audits shall be conducted at the expense of the Authority upon ten (10) days notice to the Awardee.

D. The Awardee agrees to provide the Authority with a copy of the Awardee's annual audited financial statements within a reasonable time after the issuance thereof, together with a certificate of the Awardee stating that the Awardee is in compliance with its obligations under this agreement.

X. INTERACTION WITH OTHER PROGRAMS OF ASSISTANCE.

The Awardee certifies that it has not and will not receive financial assistance under the State Revolving Fund (SRF) or any other state, federal, or other program of funding assistance for any Project costs for which financial assistance has been provided by the MWRA Local Water System Assistance Program.

XI. AUTHORITY TO EXECUTE AGREEMENT.

Prior to the execution of this Agreement, the Awardee shall take all steps necessary to authorize it to properly execute this Agreement.

XII. GOVERNING LAW.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

XIII. COMPLIANCE WITH LOCAL LAWS.

The Awardee shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

XIV. INVALIDITY OF PARTICULAR PROVISIONS.

If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby.

XV. CONTRACTING/SUBCONTRACTING.

The Awardee shall have no capacity to involve the Authority in any contract nor to incur any liability on the part of the Authority.

XVI. CHANGES TO SCOPE OF SERVICES.

The Authority and the Awardee may, during the course of the project, mutually agree to revisions in the Scope of Services or Project Schedule. Such changes shall be incorporated into this Agreement by written amendment.

XVII. PROVISION OF CONTRACTS.

The Awardee agrees to submit to the Authority an executed copy of each contract for engineering services or construction relevant to the Scope of Services.

XVIII. EQUAL EMPLOYMENT OPPORTUNITY.

The Awardee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap status or national origin. The Awardee, its engineer(s), and its contractor(s) shall comply with all applicable laws and regulations pertaining to nondiscrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction. The Awardee shall make positive efforts to achieve a goal of 7.18 percent participation of Minority-owned Business Enterprise(s) and 5.77 percent participation of Woman-owned Business Enterprise(s) within Professional Services contracts which are funded through financial assistance under this Agreement. For Non-Professional Services category work, the Awardee should make positive efforts to achieve a goal of 5.61 percent participation of Minority-owned Business Enterprise(s) and a goal of 4.88 percent participation of Woman-owned Business Enterprise(s) within project contracts.

For Construction, the Awardee shall require all construction contractors and subcontractors to make positive efforts to achieve: (1) a minority employee work force hour goal of 15.30 percent, (2) a woman employee work force hour goal of 6.90 percent, (3) a goal of 7.24 percent participation of Minority-owned Business Enterprise(s), and (4) a goal of 3.60 percent participation of Woman-owned Business Enterprise(s) within the project contracts.

XIX. INDEMNIFICATION.

The Awardee, at its expense, shall defend and shall indemnify and hold harmless the Authority, its members, officers and employees, from and against any and all claims, causes of action, suits, losses, damages and expenses, including attorneys' fees, arising out of or resulting from any acts, errors or omissions or breach of contractual duties by the Awardee and anyone employed by it (including Contractors, Subcontractors and/or Consultants and their employees) in performance of this Agreement. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

XX. MEMBERS, EMPLOYEES NOT LIABLE.

No member or employee of the Authority shall be charged personally or held contractually liable by or to the Awardee under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

XXI. INTEREST OF AWARDEE.

The Awardee covenants that its Contractors, Subcontractors and/or Consultants presently have no interest and shall not acquire any interest, direct or indirect, in the property to which this Agreement pertains or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Awardee further covenants that no person having any such interest shall be employed in the performance of this Agreement.

XXII. INTEREST OF EMPLOYEES; M.G.L.C. 268A.

Neither Awardee, nor its Contractors, Subcontractors and/or Consultants shall, during the term of this Agreement, hire or employ on either a full-time or part-time basis any person or persons so long as such person shall be employed by the Authority.

The Awardee acknowledges that the Authority is a state agency for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts Conflict of Interest statute). The Awardee agrees to take actions and to forbear from taking actions, as circumstances require, so as to be in compliance at all times with said statute.

XXIII. ASSIGNABILITY.

The Awardee shall not assign any interest, in whole or in part, in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Authority.

XXIV. PAYMENT NOT A WAIVER.

The Authority's payment to Awardee under this Agreement or its review, approval or acceptance of any actions by Awardee under this Agreement shall not operate as a waiver of any rights under this Agreement and the Awardee shall remain liable to the Authority for all damages incurred by the Awardee's failure to perform in accordance with the terms and conditions of this Agreement.

The rights and remedies of the Authority provided for under this Agreement are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

XXV. TERMINATION OF THE AGREEMENT FOR CAUSE.

If, through any cause, the Awardee shall fail to fulfill in a timely and proper manner its obligations under this Agreement (including performance of the Scope of Services and maintenance of the Project Schedule); or if it is determined that there is probable cause to believe that the Award was obtained on the basis of fraud, deceit, or illegality; or if the Awardee has failed to comply with the terms and conditions of this Agreement; the Authority shall hereupon have the right to terminate this Agreement by giving written notice to the Awardee of such termination and specifying the effective date thereof.

The Awardee agrees that if this Agreement is terminated by the Authority, the Awardee shall immediately repay to the Authority the full amount of the Award which is identified in Section II, above. The Awardee agrees that the Loan shall not be affected by such termination and that the separate Loan Agreement shall remain in full effect.

XXVI. ATTACHMENTS.

Attachments to this Agreement are incorporated herein and are as follows:

Attachment A Scope of Services
Attachment B Project Schedule
Attachment C Loan Agreement

XXVII. PROJECT SPECIFIC ADDITIONAL TERMS AND CONDITIONS.

1. The Authority will be informed of the contract award for the construction phase of the proposed project and forward plans, specifications, bid tabulation, contractor notice to proceed letter, and date of pre-construction meeting.
2. The community will inform the Authority of the date for Final Inspection for the construction phase of the proposed project.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2023.

MASSACHUSETTS WATER RESOURCES AUTHORITY

BY: _____
Matthew R. Horan, Treasurer

AWARDEE: Town of Swampscott, Massachusetts

BY: _____
Gino A. Cresta, Director of Public Works

MWRA LOCAL WATER SYSTEM ASSISTANCE PROGRAM

FINANCIAL ASSISTANCE AGREEMENT

ATTACHMENT A

TOWN OF SWAMPSCOTT, MASSACHUSETTS

MWRA PROJECT NO. LWSAP23-381

SCOPE OF SERVICES

This project includes engineering services and construction associated with the replacement and rehabilitation of existing water main. The Base Bid consists of cleaning and cement lining of 1,850 linear feet of 10-inch cast iron main on Atlantic Avenue (from Shepard Avenue to the Marblehead Town line).

Alternate Bid #1 includes the replacement of 700 linear feet of 6-inch cast iron with 8-inch ductile iron main on Palmer Avenue (from Atlantic Avenue to Humphrey Street).

Alternate Bid #2 includes abandoning 600 linear feet of dual water mains on Beach Bluff Avenue (from Atlantic Avenue to Mostyn Street). All active services will be moved from the 6-inch to the existing 10-inch main.

Total project cost is estimated at \$1,141,850. (Estimated project cost for the construction of the Base Bid is \$647,500 / Alternate Bid #1 has an estimated cost of \$294,000 / Alternate Bid #2 has an estimated cost of \$117,600 / Police Details have an estimated cost of \$35,000 / Engineering Services have an estimated cost of \$47,750). Eligible MWRA Local Water System Financial Assistance is \$1,000,000.

ATTACHMENT B

TOWN OF SWAMPSCOTT, MASSACHUSETTS

MWRA PROJECT NO. LWSAP23-381

PROJECT SCHEDULE

<u>Item</u>	<u>Start Date</u>	<u>Completion Date</u>
Design	March 2023	July 2023
Bid Date	July 2023	August 2023
Construction	September 2023	June 2024

LOAN AGREEMENT

LOAN AGREEMENT, dated the 12th day of June, 2023 between the Massachusetts Water Resources Authority, a body politic and corporate, a public instrumentality and an independent public authority of The Commonwealth of Massachusetts (the "Authority") established by the Massachusetts Water Resources Authority Act, Chapter 372 of the Acts of 1984 of the Commonwealth of Massachusetts ("Commonwealth"), as amended (the "Act"), having its principal place of business in Boston, Massachusetts and the Town of Swampscott (the "Government Unit").

WITNESSETH:

WHEREAS, the Authority has established a program of loans (the "Local Water System Assistance Program") to assist Local Bodies, as defined in the Act, in establishing programs to improve local water systems which will have a beneficial impact on maintaining and improving the regional water system; and

WHEREAS, the Government Unit has requested a loan from the Authority in the amount of \$1,000,000.00 (hereinafter referred to as the "Loan") for the purposes of funding its Local Water System Improvement Program and, to evidence the indebtedness to be incurred thereby, has duly authorized the issuance of its bonds in the principal amount of the Loan, (the "Municipal Bonds") which Municipal Bonds are to be issued to and held by the Authority in accordance with this Loan Agreement; and

WHEREAS, the Authority may finance the Loan from the proceeds of an issue of its tax-exempt revenue bonds, which proceeds, are subject to certain limitations as to investment and application;

NOW THEREFORE, the parties hereto agree as follows:

1. The Loan and the Municipal Bonds. The Authority hereby agrees to make the Loan and the Government Unit hereby agrees to accept the Loan to evidence its obligation to repay the Loan by issuing to the Authority the Municipal Bonds in the principal amount of the Loan, and substantially in the form attached hereto as Exhibit A. Neither the Loan nor the Municipal Bonds shall bear interest.

2. Representation and Warranties. The Government Unit represents and warrants as follows: (a) it has duly adopted all necessary votes and resolutions and has taken all proceedings required by law to enable it to enter into this Loan Agreement and issue its Municipal Bonds to the Authority to evidence its obligation to pay the Loan; (b) The Municipal Bonds have been duly authorized, executed and delivered by the Government Unit and constitute valid and binding obligations of the

Government Unit, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights heretofore or hereafter enacted and general equity principles; (c) the Municipal Bonds constitute a general obligation of the Government Unit to which its full faith and credit is pledged; (d) all permits and approvals necessary to construct the project being financed by the Loan (the "Project"), given the current status of the Project, have been obtained and remain in full force and effect; and (e) no litigation before or by any court, public board or body is pending or threatened against the Government Unit seeking to restrain or enjoin the issuance of the Municipal Bonds or the construction of the Project.

3. Covenants. The Government Unit agrees that until the Loan shall be paid in full, and the proceeds of the Loan, together with the earnings thereon, shall be expended in full, it shall perform the following covenants: (a) it shall make the payments with respect to the principal of the Municipal Bonds in ten equal annual installments, all at the time and in the amounts set forth in the Municipal Bonds; (b) it shall notify the Authority in writing, from time to time, of the name of the official of the Government Unit to whom invoices for the payment of principal should be addressed if different from the address set forth in paragraph 8; and (c) it shall furnish the Authority annually such information regarding the Government Unit's Local Water System Improvement Program and the implementation thereof, including project status and expenditure reports and evidence of compliance with any applicable permits and any other financial or project information as the Authority may reasonably request.

4. Opinion of Bond Counsel. Attached hereto as Exhibit B is an opinion of bond counsel or other local counsel to the Government Unit to the effect the (i) the Municipal Bonds have been duly authorized, executed and delivered by the Government Unit and constitute a valid and binding general obligations of the Government Unit, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, and moratorium, reorganization or other laws affecting creditors' rights heretofore or hereafter enacted and to general equity principals, and (ii) the Municipal Bonds constitute a general obligation to which the Government Unit's full faith and credit is pledged.

5. Application of Loan Moneys. (a) The Authority shall deposit the amount of the Loan in single account (the "Account") separated from its other moneys. Such Account shall be invested with MMDT or in such other manner as may be approved by the Authority from time to time in the Authority's reasonable discretion. Earnings on the account shall be retained in such Account. The Government Unit shall arrange for copies of all investment reports with respect to the Account to be furnished in a timely fashion to the Authority.

(b) The Proceeds, together with the earnings thereon, shall be applied to the costs of the Government Unit's Local Water System Improvement Program.

(c) The Government Unit acknowledges that the Authority has financed the Loan and the Grant with the issue of the Authority's tax-exempt revenue bonds (the "Authority Bonds"). The Government Unit agrees to take such steps as are reasonably requested by the Authority in order to preserve the tax-exempt status of the Authority Bonds including, but not limited to, the following: (i) to pay to the Authority such amount, not exceeding the Government Unit's investment earnings on the Proceeds, as may be required to satisfy the Authority's obligation to pay rebate to the United States pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"); (ii) to the extent feasible, to limit the investment of the Proceeds, together with any earnings thereon, to such interest rate or to such investments as the Authority may specify from time to time in writing; and (iii) to repay to the Authority the Proceeds upon its written request, together with any earnings thereon, in exchange for other moneys which are not subject to investment restrictions or which are subject to lesser restrictions.

(d) The Government Unit shall repay to the Authority the unexpended balance in any account established pursuant to Section 5(a) hereof on or before May 15, 2025 or thereafter shall invest such unexpended balance in accordance with the directions of the Authority in order to assure compliance with the applicable provisions of the Code.

6. Prepayment of Loan. The Authority shall have the right to cancel all or any part of its obligations hereunder and the Government Unit shall be obligated to repay all of the Proceeds previously disbursed to it which remain unexpended, together with any earnings on the Proceeds, upon the Authority's request if: (a) any representations made by the Government Unit to the Authority in connection with its application for Authority assistance shall be incorrect or incomplete in any material respect; or (b) the Government Unit is in (i) default of any of its obligations hereunder to make payments on the Municipal Bonds as and when the same shall become due and payable or (ii) in default of any other covenant or agreement on its part contained herein and such default shall continue for thirty (30) days after written notice from the Authority specifying the default and requesting that the same be remedied.

In addition to the foregoing provisions, the Government Unit may prepay the Loan upon thirty (30) days written notice to the Authority. Except as expressly provided herein, all prepayments shall be without penalty.

The Government Unit shall remain liable after any prepayment for the unpaid principal on the Municipal Bonds. Any prepayment shall be applied to the installments of principal due in inverse chronological order.

7. Tax Covenants. The Government Unit shall not take, or permit to be taken, any action or actions that would cause any of the Authority's Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code, or that would otherwise cause interest on the Authority Bonds to be included in gross income of the recipient thereof for the purpose of federal income taxation.

8. Any notices to be delivered under this Loan Agreement shall be effective upon receipt and shall be given by certified mail, return receipt requested to:

As to the Authority:

Matthew R. Horan, Treasurer
Massachusetts Water Resources Authority
Deer Island
33 Tafts Avenue
Boston, MA 02128

As to the Government Unit:

Gino Cresta, Director of Public Works
Town of Swampscott
Elihu Thomson Administration Building
22 Monument Avenue
Swampscott, MA 01907

9. Severability. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of the Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

10. Counterparts. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

11. No Waiver. No waiver by either party of any term or conditions of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

12. Integration. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between parties hereto in respect hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)

MASSACHUSETTS WATER RESOURCES AUTHORITY

Attest:

Rose Marie Convery, Assistant Secretary

By _____
Matthew R. Horan, Treasurer

(SEAL)

TOWN OF SWAMPSCOTT

Susan J. Duplin, Town Clerk

By _____
Gino A. Cresta, Director of Public Works



MASSACHUSETTS WATER RESOURCES AUTHORITY

Deer Island
Boston, Massachusetts 02128

Frederick A. Laskey
Executive Director

Telephone: (617) 242-6000

May 3, 2023

Gino Cresta
Director of Public Works
Town of Swampscott
22 Monument Avenue
Swampscott, MA 01907

RE: MWRA Local Water System Assistance Program – Funding Distribution

Dear Mr. Cresta:

Enclosed for your review and signature, please find an electronic copy of the Financial Assistance Agreement and Loan Agreement associated with project LWSAP23-381. Once the above agreements are approved and executed, the MWRA will provide the community with a total financial assistance amount of \$1,000,000, which shall be in the form of an interest-free loan. The interest-free loan will be repaid to the MWRA in ten equal payments (\$100,000), over a ten-year period, beginning May 15, 2024.

Funding distribution is planned for on or about June 15, 2023 (Bond date of June 12, 2023). The draft opinion of bond counsel and draft water bond must be received by MWRA no later than Monday, June 5, 2023 to ensure disbursement of funds on June 15, 2023.

Please print six copies of each agreement (single-sided). As the MWRA offices are closed at this time, we will make arrangements to pick-up the executed and sealed financial assistance and loan documents prior to June 5, 2023. Please note, a Town seal is required on each copy of the loan agreement.

If you have any questions or comments relating to these matters, please do not hesitate to e-mail me at claudia.baptista@mwra.com or call me directly at (617) 788-4831.

Sincerely,

Claudia Baptista

Claudia Baptista, Project Manager
Community Support Program

cc: Sean Fitzgerald, Town Administrator
Patrick Luddy, Treasurer/Collector
Victoria A. Masone, P.E., VM Consulting Engineers
Charlene Doucette, Locke Lord
Tom Frontiero, MWRA Treasury
Jon Szarek, MWRA Community Support Program

Property Address: 10 Whitman Road, Swampscott, MA 01907 (Essex South)

GRANT OF EASEMENT

TOWN OF SWAMPSCOTT, a municipal corporation having an address of 22 Monument Avenue, Swampscott, Massachusetts 01907, (hereinafter referred to as the Grantor), for consideration of One (\$1.00) Dollar, grants to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its usual place of business at 170 Data Drive, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Swampscott, Essex County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and the furnishing of electric service to the herein described premises and to service others, and without limiting the generality of the foregoing, but specifically including the following equipment; namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "UNDERGROUND SYSTEM" is located in, through, under, over, across and upon a parcel of land situated on the easterly side of Whitman Road and the southwesterly side of Orchard Road, being more particularly shown on a Plan of Land recorded with the Essex South District Registry of Deeds (the "Registry") as Plan No. 58, Plan Book 55.

WR# 30686221

Address of Grantee:
Mass El. - 170 Data Drive, Waltham, Massachusetts 02451

After recording return to:
Jessica White
National Grid USA
Service Company, Inc.
170 Data Drive
Waltham, MA 02451

05 SWAMMA GEN

And further, said "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) is approximately shown on a sketch entitled: "nationalgrid; 10 Whitman Rd EASEMENT; 10 Whitman Rd Swampscott, MA; SKETCH TO ACCOMPANY EASEMENT:" dated September 16, 2022, a reduced copy of said sketch is attached hereto as "Exhibit A" and recorded herewith, copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "UNDERGROUND SYSTEM" is located as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may in the opinion and judgment of the Grantee interfere with the safe and efficient operation and maintenance of the "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.


If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the "UNDERGROUND SYSTEM" may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land an "UNDERGROUND SYSTEM" for the transmission of intelligence and for supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "UNDERGROUND SYSTEM"

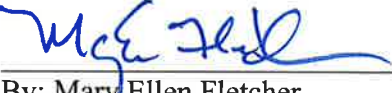
It is agreed that said "UNDERGROUND SYSTEM" and all necessary appurtenances thereto, shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

For Grantor's title, see order of taking recorded at the Registry on December 28, 1928 in Book 2792, Page 419.

IN WITNESS WHEREOF, the Town of Swampscott acting by and through its Select Board has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by David Grishman, Vice Chair, Peter Spellios, Member, Catherine Phelan, Member, Douglas Thompson, Member and Mary Ellen Fletcher, Member, being thereto duly authorized this 25th day of May, 2023.



By: David Grishman
Its: Vice Chair


By: Peter Spellios
Its: Member


By: Mary Ellen Fletcher
Its: Member

TOWN OF SWAMPSCOTT
By its Select Board


By: Douglas Thompson
Its: Member


By: Catherine Phelan
Its: Member

Commonwealth of Massachusetts

County of Essex } ss.

On this the 25th day of May, 2023, before me, the undersigned Notary Public, personally appeared David Grishman, Peter Spellios, Catherine Phelan, Douglas Thompson and Mary Ellen Fletcher, proved to me through satisfactory evidence of identity, which was/were personal knowledge to be the persons whose names are signed on the preceding Grant of Easement, and acknowledged to me that they signed it voluntarily for its stated purpose, as members of the Select Board for the Town of Swampscott.

Amy L Sarro
Signature of Notary Public

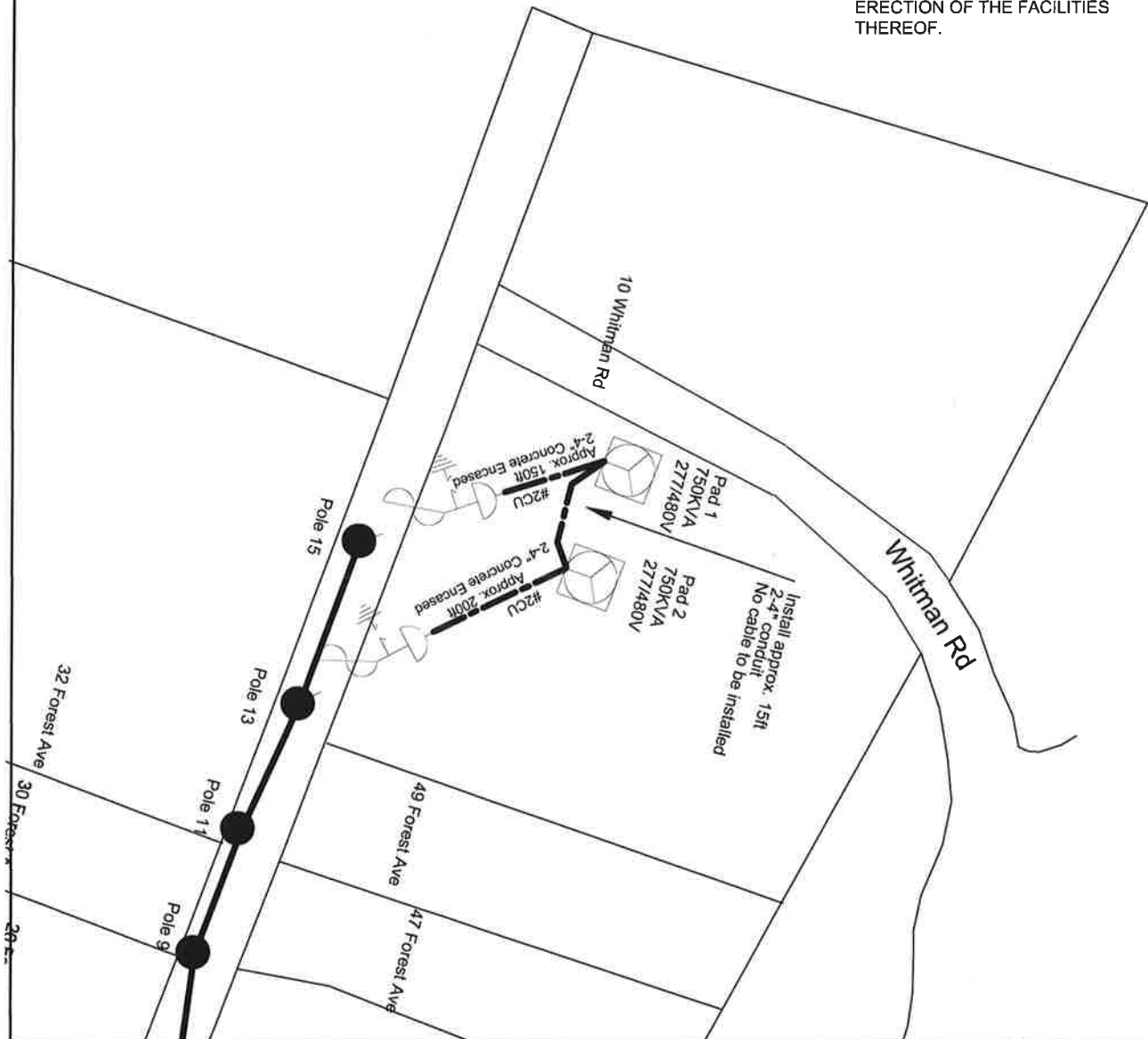
Amy L Sarro
Printed Name of Notary

My Commission Expires April 12, 2030

Place Notary Seal and/or Any Stamp Above



EXHIBIT 'A' NOT TO SCALE
THE EXACT LOCATION OF
SAID FACILITIES TO BE
ESTABLISHED BY AND UPON
THE INSTALLATION AND
ERECTION OF THE FACILITIES
THEREOF.



LEGEND

- Proposed Riser Pole
- Proposed Underground Cable
- Proposed Padmounted Transformer
- Existing Overhead Cable
- Existing Pole

10 Whitman Rd
EASEMENT

10 Whitman Rd
Swampscott, MA
SKETCH TO ACCOMPANY EASEMENT:

Date: 9.16.2022

Designer: Pereso

W/R: 30686221

nationalgrid



TOWN OF SWAMPSCOTT
POLICE DEPARTMENT

531 HUMPHREY STREET
SWAMPSCOTT, MA 01907



**FARMER WINERY FOR LICENSE TO
SELL AT A FARMER'S MARKET**

APPLICANT INFORMATION

Name: Daniel Clapp
Business (if applicable): 1634 Meadery LLC
Applicant Address: 3 Short Street
Ipswich, MA 01938
Name of Server: Daniel Clapp
Tips Certification #: FW-104 (License Number)

PROCESSING INFORMATION

License Type: Wine (includes samples)
Payment Rec'd: Yes ☐ No ☐ N/A ☒
Liability Insurance: Yes ☒ No ☐ N/A ☐
Pending: _____
*Weekly fees are collected by Rec Dept

EVENT INFORMATION

Swampscott Farmer's Market located 22 Monument Avenue held from 10:00AM to 1:00PM every Sunday from June 11, 2023,
to October 29, 2023. This Community event is in conjunction with the Recreation Department. There are approximately 30
vendors and several community members who attend each week.

STAFF COMMENT

1634 Meadery LLC is seeking an Application by a Famer Winery for License to Sell at a Farmer's Market. They will be selling bottled
wines. This vendor has attended the Farmer's Market in the past with no issues. It is recommended to approve this application.

ABCC INFORMATION

The Local Licensing Authorities may issue a Farmer's Market License for the sale of wine manufactured by a licensed Farmer-Winery at approved agricultural events in Massachusetts. This license allows a winery to provide samples of their wines to consumers and sell by the bottle/case their product for off-premises consumption.

- All applicants must submit a certification from the Department of Agricultural Resources that the Farmer's Market, for which they are seeking a license, is an "agricultural event"
- These licenses are not subject to the quota or limit on the number of section 15 licenses that otherwise exist in each city and town
- These licenses cannot overlap any area or premises that is already covered by an existing license

Chief Ruben Quesada, Police Department

Sean Fitzgerald, Town Administrator



TOWN OF SWAMPSCOTT
POLICE DEPARTMENT

531 HUMPHREY STREET
SWAMPSCOTT, MA 01907



ONE DAY LIQUOR LICENSE

APPLICANT INFORMATION

Name: Scott Perry
Business (if applicable): East Regiment Beer Co.
Applicant Address: 30 Church Street #B1
Salem, MA 01970
Name of Server: Scott Perry
Tips Certification #: Certificates Rec'd

PROCESSING INFORMATION

License Type: Wines and/or malt
Payment Rec'd: Yes ☒ No ☐ N/A ☐
Liability Insurance: Yes ☒ No ☐ N/A ☐
Pending: _____

EVENT INFORMATION

Swampscott Strawberry Fest event will be located at 22 Monument Ave on Town Hall Lawn on June 25, 2023.
Beverage sales are permitted between the hours of 4:00PM-8:00PM. A rain date of July 2, 2023 from
4:00PM-8:00PM is requested. A section of the lawn will be roped off for East Regiment.

STAFF COMMENT

Applicant is aware of the ABCC regulations for One Day Special Permits. There have been 10 one-day permits
approved year to date. It is recommended to approve this application.

ABCC INFORMATION

For a One Day Special Permit you must contact the Local Licensing Authority of the city or town the event is held in. The Local Licensing Authorities may issue special licenses for the sale of wines and/or malt beverages to any enterprise however, special licenses for the sale of all alcoholic beverages may be issued to non-profit organizations only. The license is to be utilized for a single day.

The Local Licensing Authorities cannot grant special licenses to:

- a. any person for more than a total of 30 days per calendar year,
- b. to any person that has an on-premises license application pending before it,
- c. any premises that has an alcoholic beverages license.

Chief Ruben Quesada, Police Department

Sean Fitzgerald, Town Administrator

Town of Swampscott



Board of Selectmen

Registration /License application for Hawking & Peddling & Door-to-Solicitation

Name: Pedro Del Toro JR
Address: [REDACTED] Town/City: [REDACTED] State: MA
Zip code: [REDACTED] Telephone #: [REDACTED] Birth: [REDACTED] Social Security #: [REDACTED]
Height: 5'6" Weight: 165 Hair Color: dirty blonde Eye Color: brown
Business name: Power Home Remodeling Address: 201 Jones Road Waltham MA
Home office telephone # 603-759-8175 Duration of activity: 4/5/03 - 6/30/03
Description of the business and/or the goods to be sold: Free estimates windows, siding, roofs
If operating a motor vehicle: Make: Scion Year: 2008 Model: TC Plate: 2H4657
Number and expiration date of hawker/peddler license issued by the Commonwealth of Massachusetts pursuant to G.L.
c. 101 § 22: _____ (Copy of license required)
X [Signature] Signature of applicant: _____ Signed under the pains & penalties of perjury. _____ Date 4/5/03

Hawking & peddling of food items requires a license from the Board of Health.

Applicant is filing for a license with the Board of Health Yes ☐ No ☐

If yes, signature of Director of Public Health required indicating that license has been issued.

X _____
Signature of Director of Health _____ Date license issued _____

If the Commonwealth has not issued a hawker/peddler license, applicant must obtain a license from the Board of Selectmen.

Applicant is filing for a license with the Board of Selectmen Yes ☐ No ☐

Applicant must pay a \$50.00 fee to the Town of Swampscott and bring this completed form to the Police Department within seven (7) days, during normal business hours, for fingerprint based state and national criminal background checks. At that time the applicant must present two separate bank or money order checks, one for \$30.00 made out to the Commonwealth of Massachusetts Firearms Fingerprint Identity Verification Trust Fund and one for \$70 made out to the Town of Swampscott for said search. The results of that search will be forwarded to the Board of Selectmen's Office for determination of suitability.

Applicant has paid \$50.00 application fee. [Signature] Signature Administrative Assistant _____ Date Paid 4/5/03

Board of Selectmen Permit/License Issued

Signature Town Administrator _____ Date issued _____

Once the applicant has registered and/or received the appropriate license(s) from the Board of Selectmen and/or the Board of Health, applicant must register with the Chief of Police at 531 Humphrey Street, Swampscott, MA 01907.

Registered with the Police Department [Signature] Signature of Chief of Police (or designee) _____ Date registered 05.10.23

Town of Swampscott



Board of Selectmen

Registration /License application for Hawking & Peddling & Door-to-Solicitation

Name: Kyle Kennedy
Address: [REDACTED] Town/City: [REDACTED] State: MA
Zip code: [REDACTED] Telephone #: [REDACTED] Date of Birth: [REDACTED] Social Security #: [REDACTED]
Height: 6' Weight: 225 Hair Color: brown Eye Color: blue
Business name: Power Home Remodeling Address: 201 Jones Rd Waltham MA 02451
Home office telephone # 603-759-8175 Duration of activity: 4/3 - 6/30 (2023)
Description of the business and/or the goods to be sold: free estimates on windows/roofing/siding
If operating a motor vehicle: Make: Jeep Year: 2019 Model: Cherokee Plate: 2TEX91
Number and expiration date of hawker/peddler license issued by the Commonwealth of Massachusetts pursuant to G.L. c. 101 § 22: _____ (Copy of license required)

X [Signature] 4/13/23
Signature of applicant: Signed under the pains & penalties of perjury. Date

Hawking & peddling of food items requires a license from the Board of Health.

Applicant is filing for a license with the Board of Health Yes ☐ No ☒

If yes, signature of Director of Public Health required indicating that license has been issued.

X _____
Signature of Director of Health Date license issued

If the Commonwealth has not issued a hawker/peddler license, applicant must obtain a license from the Board of Selectmen.

Applicant is filing for a license with the Board of Selectmen Yes ☒ No ☐

Applicant must pay a \$50.00 fee to the Town of Swampscott and bring this completed form to the Police Department within seven (7) days, during normal business hours, for fingerprint based state and national criminal background checks. At that time the applicant must present two separate bank or money order checks, one for \$30.00 made out to the Commonwealth of Massachusetts Firearms Fingerprint Identity Verification Trust Fund and one for \$70 made out to the Town of Swampscott for said search. The results of that search will be forwarded to the Board of Selectmen's Office for determination of suitability.

Applicant has paid \$50.00 application fee. [Signature] 4/15/23
Signature Administrative Assistant Date Paid

Board of Selectmen Permit/License Issued

Signature Town Administrator Date issued
Once the applicant has registered and/or received the appropriate license(s) from the Board of Selectmen and/or the Board of Health, applicant must register with the Chief of Police at 531 Humphrey Street, Swampscott, MA 01907.

Registered with the Police Department [Signature] 05.10.23
Signature of Chief of Police (or designee) Date registered

Town of Swampscott



Board of Selectmen

Registration /License application for Hawking & Peddling & Door-to-Solicitation

Name: Michael Morris
Address: [REDACTED] Town/City: [REDACTED] State: MA
Zip code: [REDACTED] Telephone #: [REDACTED] Date of Birth: [REDACTED] Social Security #: [REDACTED]
Height: 6'6 Weight: 170 Hair Color: BROWN Eye Color: BROWN
Business name: Power home Remodel Address: 201 JONES Rd, Waltham, MA
Home office telephone #: 603-759-8175 Duration of activity: 4-5 / 6 / 30
Description of the business and/or the goods to be sold: WINDOWS, ROOF, SIDING, DOOR
If operating a motor vehicle: Make: Dodge Ram Year: 2004 Model: 1500 Plate: 1T9P89
Number and expiration date of hawker/peddler license issued by the Commonwealth of Massachusetts pursuant to G.L.
c. 101 § 22: _____ (Copy of license required)

X
Signature of applicant: _____ Signed under the pains & penalties of perjury. _____ Date _____

Hawking & peddling of food items requires a license from the Board of Health.

Applicant is filing for a license with the Board of Health Yes ☐ No ☒
If yes, signature of Director of Public Health required indicating that license has been issued.

X
Signature of Director of Health _____ Date license issued _____

If the Commonwealth has not issued a hawker/peddler license, applicant must obtain a license from the Board of Selectmen.

Applicant is filing for a license with the Board of Selectmen Yes ☐ No ☐

Applicant must pay a \$50.00 fee to the Town of Swampscott and bring this completed form to the Police Department within seven (7) days, during normal business hours, for fingerprint based state and national criminal background checks. At that time the applicant must present two separate bank or money order checks, one for \$30.00 made out to the Commonwealth of Massachusetts Firearms Fingerprint Identity Verification Trust Fund and one for \$70 made out to the Town of Swampscott for said search. The results of that search will be forwarded to the Board of Selectmen's Office for determination of suitability.

Applicant has paid \$50.00 application fee. [Signature] 4/5/23
Signature Administrative Assistant Date Paid

Board of Selectmen Permit/License Issued

Signature Town Administrator _____ Date issued _____
Once the applicant has registered and/or received the appropriate license(s) from the Board of Selectmen and/or the Board of Health, applicant must register with the Chief of Police at 531 Humphrey Street, Swampscott, MA 01907.

Registered with the Police Department [Signature] 05/10/23
Signature of Chief of Police (or designee) Date registered



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: Joseph Robinson Applicant Phone #: [REDACTED]

Applicant Address: [REDACTED]

Email Address: Joseph R @call revise.com

Applicant Height: 5' 9" Eye Color: Blue Hair Color: Plonde

Applicant Social Security Number: [REDACTED]

BUSINESS & OPERATION INFORMATION:

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

From: MAY 2023 To: December 2023

Location within Town: All Residential Neighborhoods

Brief Description of Activity: Door to door marketing, informing, educating, and scheduling homeowners on the MASS Save Program, booking appointments for no cost energy audits.

Name of Business/Company: Revise Energy

Name of Employer/Manager: Geoff Chase

VEHICLE INFORMATION:

Motor Vehicle Year: 2008 Make: Ford Model: Ranger Color: Blue

V.I.N: [REDACTED] Number: CC19Z485

State: MA Address of owner: [REDACTED]

Statement of criminal record within the past ten years:

none

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.

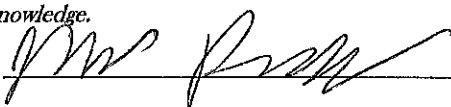
In addition, licensing applicants must pay the municipal fingerprint fee of seventy dollars (\$70.00) with a money order or bank check payable to the "Town of Swampscott." In addition to a signature, the money order or bank check shall include the name of the applicant hand-printed in block letters.

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:  Dated: 4/27/23

For Official Use Only


POLICE CHIEF APPROVAL:

APPROVED:



REJECTED:



Signature: 

Dated: 05-03-23

TOWN ADMINISTRATOR APPROVAL:

APPROVED:



REJECTED:



Signature: _____

Dated: _____

Notes: