



*Select Board Regular Session Minutes
Swampscott High School
200 Essex Street, Room B129
November 1, 2023 7:30 PM*

*David Grishman, Chair
Catherine Phelan, Vice Chair
Mary Ellen Fletcher
Peter A. Spellios
Douglas Thompson*

**Received by Town Clerk
November 21, 2023 2:35pm**

*Sean R. Fitzgerald
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SELECT BOARD MEMBERS PRESENT: DAVID GRISHMAN, MARY ELLEN FLETCHER, KATIE PHELAN, PETER SPELLIOS, DOUG THOMPSON

MEMBERS ABSENT: NONE

OTHER TOWN OFFICIALS PRESENT: SEAN FITZGERALD, TOWN ADMINISTRATOR, PATRICK LUDDY, TOWN TREASURER/COLLECTOR, STEPHEN CUMMINGS, BUILDING COMMISSIONER, PETE KANE, DIRECTOR OF HUMAN RESOURCES/ASSISTANT TOWN ADMINISTRATOR

OTHER: NONE

MEETING CALLED TO ORDER AT 8:09 PM

A. TOWN ADMINISTRATOR'S REPORT:

- i. TA FITZGERALD DISCUSSED RECENT KING'S BEACH UPDATES, INCLUDING A LETTER HE SENT TO THE EPA
- ii. THE FINANCE DEPT. CONTINUES MEETING WITH DEPT. HEADS AND UPDATING THEIR CAPITAL IMPROVEMENT PROJECT REQUESTS. THERE ARE A NUMBER OF PRIORITIES THAT STILL HAVE TO BE SORTED OUT. MR. LUDDY IS ALSO UPDATING THE TOWN'S DEBT SERVICE PROJECTIONS.
- iii. THERE HAVE BEEN NUMEROUS WALK THROUGHS OF THE HADLEY. DEVELOPERS SEEM EXCITED ABOUT THE PROSPECT OF BRINGING A BOUTIQUE HOTEL TO TOWN. RFP RESPONSES ARE DUE ON DECEMBER 15TH.
- iv. I DISCUSSED THE NEED FOR STATE AND FEDERAL ASSISTANCE ON VARIOUS ISSUES AND PROJECTS WITH CONGRESSMAN MOULTON'S REGIONAL DIRECTOR, LIAM MOREHOUSE AND INVITED THE CONGRESSMAN TO A DEPARTMENT HEAD MEETING.
- v. DPW HAS BEEN BUSY PLANTING TREES, DOING FALL CLEAN UPS AND GETTING READY FOR THE WINTER. SPEED PILLOWS HAVE BEEN INSTALLED ON BURRILL ST. ALONG WITH NEW ISLANDS FOR PEDESTRIAN SAFETY. LASTLY, THE RFP FOR PHASE IV OF THE SEAWALL REPAIRS HAS BEEN SENT OUT.
- vi. SENIORS ARE ALSO HARD AT WORK INCLUDING LEARNING HOW TO SAVE THE ENVIRONMENT WITH THE HEALTH DEPARTMENT. HIGH SCHOOL STUDENTS ARE RECEIVING DEMENTIA-FRIENDLY TRAINING DURING THEIR HEALTH CLASS AND ARE GOING TO WORK WITH SENIOR CENTER CLIENTS WITH DEMENTIA IN CREATING AN ART PROJECT. THE ART SHOW WILL BE DECEMBER 15TH. MS. WHEAR IS ALSO WORKING ON GRANTS TO TRAIN TWO LOCAL RESTAURANTS IN BEING DEMENTIA-FRIENDLY. HER HOPE IS THAT OTHER BUSINESSES WILL FOLLOW.
- vii. THE POLICE DEPARTMENT CONTINUES ITS EXPEDITED TIMELINE TO FILL VACANCIES. OFFICERS ARE MEETING BIWEEKLY WITH BOTH CHABAD AND SHIRAT AND HAVE REVIEWED THEIR SECURITY PROCEDURES IN ORDER TO KEEP PARISHIONERS SAFE. THE CHIEF AND OTHER DEPARTMENT PERSONNEL HAVE ATTENDED RECRUITING EVENTS AT MERRIMAC COLLEGE. THE CHIEF IS PARTICIPATING IN A "MEET THE CHIEF" EVENT WITH STUDENT OFFICERS.
- viii. THE FIRE DEPARTMENT IS PREPARING TO HOLD A PROMOTIONAL EXAM AND ASSESSMENT CENTER TO REPLACE SOON-TO-RETIRE DEPUTY CHIEF POTTS.
- ix. THE TOWN CLERK'S OFFICE IS WORKING WITH SOME SENIOR WORK OFF EMPLOYEES IN ARCHIVING OLD DOCUMENTS AND RECORDS. THEY ARE ALSO WORKING WITH JOE DOUILLETTE TO ARCHIVE OLD VHS TAPES.
- x. TA FITZGERALD AND TOWN STAFF ARE WORKING WITH MISSION ON THE BAY OWNERS IN GETTING THEIR SEAWALL REPAIRED. HE HAS SENT A LETTER TO THEM ASKING THEM TO SUBMIT THEIR NOI NO LATER THAN OCTOBER 31ST.

- xi.** RECREATION IS ALSO BUSY. THE ANNUAL TOWN HALL TRICK-OR-TREAT EVENT SAW APPROXIMATELY 50 PRESCHOOLERS AND THEIR PARENTS/GUARDIANS DRESSED IN COSTUME. THE INDOOR FARMER’S MARKET IS THE SUNDAY BEFORE THANKSGIVING AND WILL FEATURE FOOD AND CRAFTS. THE SKI BRADFORD IS ALMOST FULL. THE JAURON FOUNDATION IS HOSTING A CORN HOLE TOURNAMENT FUNDRAISER ON VETERAN’S DAY TO BENEFIT VETERANS. THIS WILL BE FOLLOWING THE ANNUAL BREAKFAST AT THE SENIOR CENTER AND CEREMONY AT THE MEMORIAL.
- xii.** THE TOWN IS SWITCHING TO A NEW NOTIFICATION SYSTEM – ONSOLVE. LOG INTO WWW.SWAMPSCOTTMA.GOV/SUBSCRIBE TO SIGN UP.

Ms. FLETCHER DISCUSSED KING’S BEACH, appreciates Sean’s frustration over Kings Beach and has a bit of confusion as to what the plan actually is. One minute she hears we have a steering committee, the next minute she is being told by representatives Armini we are going to have a UV pilot program, we were given a plan from Kleinfelder that didn't address the letter from the EPA stating our efforts for source elimination are inadequate and we need to improve. Ms. Fletcher is concerned with the spending of the 2.5 million dollars approved by the state. According to MGL the Select Board needs to approve that funding and not the Town Administrator. She feels we do not have a clear path to what we are doing here and it’s the Select Board that needs to provide that. Ms Fletcher wants the full 2.5 million to be spent on source elimination. TA FITZGERALD: WE’VE PUT TOGETHER A COALITION, GOT \$5M FROM THE STATE SPLIT WITH LYNN. A SCOPE OF WORK HAS BEEN PROVIDED. WE’VE MADE THE MOST AMOUNT OF PROGRESS EVER IN MOVING FORWARD. HE IS FRUSTRATED THAT THE EPA ISN’T BEING MORE AGGRESSIVE IN ASKING FOR \$50M TO FIX THE PROBLEM. HIS FOCUS IS ON SOLVING THE PROBLEM. IT’S A COMBINATION OF IDDE. Ms. FLETCHER IS CONCERNED THAT LYNN IS SPENDING THEIR \$2.5M ON CCTV AND SWAMPSCOTT IS NOT. SHE WANTS \$2.5M FOR SOURCE ELIMINATION. MR. THOMPSON FEELS THE TA IS SPENDING ENERGY BUT THERE’S NO CONSENSUS ON SPENDING THE FUNDS. MR. SPELLIOS THANKED TA FITZGERALD FOR HIS WORK, STATING THAT HE IS THE ONLY TA TO FORM THE CONNECTIVITY WITH LYNN. SWAMPSCOTT ISN’T THE SOLE SOURCE OF KING’S BEACH POLLUTION. WE NEED TO BRIDGE HOW TO FIX IT WITH LYNN AND COME TO A CONSENSUS. THERE WAS A DISCUSSION ABOUT GETTING ALL OF THE STAKEHOLDERS IN THE SAME PLACE – DEP, EPA, LYNN W&S, LYNN CITY COUNCIL – AND HAVING A PRODUCTIVE MEETING TO SOLVE THIS PROBLEM. TA FITZGERALD IS MEETING WITH MAYOR NICHOLSON TOMORROW MORNING AND ASKED THAT ONE OR TWO SELECT BOARD MEMBERS JOIN IN. THEY’LL BE ADVANCING A WEBSITE WITH KLEINFELDER. Ms. PHELAN WOULD LIKE TO SEE UPDATES FOR FISHERMAN’S BEACH. TA FITZGERALD: FISHERMAN’S IS INCLUDED IN THE SCOPE OF WORK.

MR. SPELLIOS: 1) MAKE SURE WE PUT NOTICES IN THE CENSUS AND EVERY BILL SENT OUT ABOUT SIGNING UP FOR THE NEW NOTIFICATION SYSTEM AS WELL AS PUT A LINK ON EVERY PIECE OF MAIL AND EMAIL THAT IS SENT FROM TOWN EMPLOYEES. 2) ASKED ABOUT CHAPTER 91 WITH MISSION ON THE BAY’S SEAWALL. HE APPRECIATES THAT TA FITZGERALD IS HOLDING MISSION ON THE BAY ACCOUNTABLE. (CON COMM IS THE ENFORCEMENT AGENCY). 3) WE NEED TO GET THE ADVISORY COMMITTEE GOING. THERE HAVE BEEN A LOT OF GOOD POINTS RAISED.

MR. THOMPSON: GAVE A SHOUT OUT TO MAX KASPER FOR HIS CLIMATE WORK ON THE NEW SCHOOL AND IN SECURING REIMBURSEMENTS AND GRANTS.

B. PUBLIC COMMENTS: LARRY SWEAZY, 79 MILLET ROAD: DISCUSSED ISSUES AT FISHERMAN’S BEACH. HE WOULD LIKE TO SEE BACTERIA LEVELS POSTED LIKE KING’S BEACH. THANKED Ms. FLETCHER FOR BRINGING IT UP.

ART FREEDMAN, 82 MILLET ROAD: DISCUSSED ISSUES AT FISHERMAN’S BEACH. FEELS TESTING NEEDS TO BE DONE AND SIGNS PUT UP IF LEVELS ARE UNHEALTHY.

KATIE ARRINGTON, 40 WARD ST.: DISCUSSED THE IMPORTANCE OF CLEAN WATER ON SHORELINES AND IS PLEASED THAT THE BOARD IS WORKING ON CLEANING IT UP.

LOUIS STRAZZULLO, 48 FARRAGUT ROAD: FEELS THERE SHOULD BE A TOWN MEETING SO EVERYONE CAN GET TOGETHER.

MARY DECHILLO, PRECINCT 4: 1) ASKED THAT DAILY WATER TESTING BE DONE AND POSTED FOR FISHERMAN’S BEACH. 2) PUT PLANS FOR NEW PIER ON HOLD UNTIL WATER QUALITY IS RESOLVED. 3) HARBOR & WATERFRONT COMMITTEE BE BROUGHT IN

AS A JOINT COMMITTEE TO DEAL WITH THE WHOLE HARBOR & WATERFRONT, INCLUDING KING'S BEACH. 4) THE SELECT BOARD REVIEW THE HARBOR & WATERFRONT COMMITTEE SO AS TO ENSURE OPEN MEETING LAW COMPLIANCE.

KILMER SWEAZY, 79 MILLET ROAD: ASKED THAT NOTIFICATIONS ABOUT THE BEACH BE ADDED TO ROBOCALLS.

ANDREA AMOUR, 15 SHERIDAN ROAD: APPRECIATES THE CREATION OF AN INFRASTRUCTURE COMMITTEE. IN SUPPORT OF USING THE \$2.5M TO FIX THE BEACHES. DISCUSSED SOLUTIONS, USING FUNDS. UV & IDDE WILL WORK IN CONJUNCTION WITH THE OUTFALL.

MR. SPELLIOS: WE DON'T COMMENT DURING PUBLIC COMMENT. HE DOESN'T WANT NEWCOMERS TO THINK THE TOWN ISN'T DOING ANYTHING AND HE WANTS TO HAVE CONVERSATIONS ABOUT WHERE THE BOARD IS COMING FROM.

C. NEW & OLD BUSINESS:

1. APPOINTMENT OF THE NEW DIRECTOR OF PLANNING & LAND USE: AFTER A NUMBER OF CONVERSATIONS, TA FITZGERALD IS PLEASED TO RECOMMEND THAT PETE KANE, DIRECTOR OF HUMAN RESOURCES/ASSISTANT TOWN ADMINISTRATOR, BE APPROVED AS THE NEW DIRECTOR OF PLANNING & LAND USE. AS MOST OF YOU KNOW, PETE HAS BEEN INVOLVED WITH THE TOWN FOR A NUMBER OF YEARS AND BRINGS WITH HIM EXPERIENCE IN BOTH PLANNING AND LAND USE. HE WILL HELP US AT THIS CRITICAL JUNCTURE WITH A NUMBER OF PROJECTS. THIS WILL GIVE THE TOWN A NUCLEUS TO SUPPORT ALL OF THE PROJECTS. WE WILL BE POSTING FOR AN HR MANAGER. MR. KANE WILL REPORT TO TA FITZGERALD AND WORK ALONGSIDE MS. GALAZKA. HE WILL NOT TRANSITION TO COMMUNITY DEVELOPMENT UNTIL AN HR MANAGER HAS BEEN FOUND. MS. FLETCHER ASKED IF WE CAN PARTNER WITH THE SCHOOL DEPARTMENT. TA FITZGERALD FEELS THE TOWN SIDE NEEDS A FULL-TIME HR MANAGER. THIS IS A REORGANIZATION. MS. FLETCHER IS HAPPY WITH THIS DECISION TO MOVE MR. KANE TO PLANNING. MR. SPELLIOS — SECONDED MS. FLETCHER'S COMMENTS. WE'RE IN THE EXECUTION PHASE AND WE'RE GRATEFUL HE IS MOVING. MS. FLETCHER ALSO STATED THAT THE AMOUNT OF WORK THE PLANNING BOARD HAS HAD TO DO WITHOUT A PLANNER IS SIGNIFICANT. SHE APPRECIATES ALL OF THEIR HARD WORK AND IS HAPPY MR. KANE IS GOING TO BE IN COMMUNITY DEVELOPMENT. MR. KANE IS EXCITED AT THE OPPORTUNITY, HAPPY WE SOLVED THE COMMUNITY NEED AND HE WILL MAKE SURE HUMAN RESOURCES IS PROPERLY STAFFED PRIOR TO THIS TRANSITION.

THE DEI RFP IS STILL OPEN. RESPONSES FOR THE PROPOSALS ARE DUE IN TWO WEEKS. THERE IS A LOT OF INTEREST.

UPON **MOTION**, DULY MADE BY MARY ELLEN FLETCHER, SECONDED BY DOUG THOMPSON, IT WAS UNANIMOUSLY **VOTED** TO ENDORSE PETE KANE AS THE NEW DIRECTOR OF PLANNING & LAND USE: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION CARRIES.

2. DISCUSSION AND VOTE ON TOWN FEES: TABLED UNTIL MS. SARRO CAN BE PRESENT.

3. WATER & SEWER CONSUMPTION UPDATE: MR. LUDDY DISCUSSED WATER USAGE, WHICH HAS DECREASED 19%, OR A REVENUE SHORTFALL OF \$90K IN WATER AND \$94K IN SEWER. NAHANT AND MARBLEHEAD ARE ALSO DOWN. THE COMMITMENT COVERED SUMMER MONTHS, WHICH SAW MORE RAINFALL THAN USUAL, WHICH IS A CONTRIBUTING FACTOR TO THE DECLINE. THE WATER FUND IS MORE VULNERABLE TO SHORTFALLS THAN THE SEWER FUND. WE MAINTAIN 20% OF RETAINED EARNINGS. THERE WILL MOST LIKELY BE AN IMPACT IN COMMITMENT #2, ISSUED IN MID-NOVEMBER. YEAR-END RESULTS WEREN'T DIRE AND THERE ARE CONTINGENCIES. THERE WAS ALSO MORE RAINFALL IN 2021. WE'RE STILL SLIGHTLY ABOVE OUR THRESHOLD IN EACH FUND. THERE WILL BE UPDATES. MR. SPELLIOS: IN FUTURE YEARS, WE'LL BE USING RETAINED EARNINGS, BEFORE PAYING THE MWRA LOAN. RETAINED EARNINGS MAKE SURE RATES ARE LIVABLE. THERE WAS A DISCUSSION ABOUT THE EFFECTS OF RETAINED EARNINGS.

4. MBTA MULTI-FAMILY DISTRICT MAPS: MR. GRISHMAN ASKED FOR A VOTE TO APPROVE THE MULTI-FAMILY DISTRICT MAPS. MR. THOMPSON ASKED HOW MANY UNITS CAN BE CREATED WITH THIS? TA FITZGERALD: THERE ARE AREAS THAT ALREADY COMPLY BUT HE DOESN'T THINK THERE WILL BE VERY MANY NEW UNITS CREATED. MR. SPELLIOS: WE'LL COMPLY WITH THE LAW BUT AREN'T COMPLYING WITH THE SPIRIT OF THE LAW BY BUILDING NEW UNITS DUE TO THE TOWN ALREADY BEING BUILT UP WITH THE EXCEPTION OF VINNIN SQUARE.

UPON **MOTION**, DULY MADE BY MARY ELLEN FLETCHER, SECONDED BY PETER SPELLIOS, IT WAS UNANIMOUSLY **VOTED** TO ADOPT THE 3A ZONING MAP AND COMPLIANCE MODEL AS SUBMITTED AND RECOMMENDED BY THE PLANNING BOARD AND TO RECOMMEND THAT THE PLANNING BOARD MOVE FORWARD WITH DRAFTING ZONING REGULATIONS, WHICH SHALL ALSO BE PRESENTED TO THE SELECT BOARD FOR APPROVAL. AN ARTICLE FOR 3A ZONING OVERLAY AMENDMENT MAY BE INCLUDED IN THE MAY 2024 ANNUAL TOWN MEETING: ALL IN FAVOR: YES. ANY OPPOSED: NO. **MOTION CARRIES.**

5. **CREATION OF NEW WATER & SEWER INFRASTRUCTURE COMMITTEE:** MR. SPELLIOS AND MR. THOMPSON ASKED TO HAVE THIS DISCUSSION ON NOVEMBER 15TH SO THEY CAN CREATE A DESCRIPTION AND SET EXPECTATIONS FOR SUCH A COMMITTEE THAT INCLUDES EVERYTHING THE SELECT BOARD MAY WANT AS WELL AS REVIEW BY TOWN STAFF. MS. FLETCHER WANTS PEOPLE TO SEND IN THEIR APPLICATIONS NOW SO WE CAN BE READY TO FILL THE COMMITTEE WHEN IT HAS BEEN APPROVED. MR. SPELLIOS DISCUSSED ADVISORY COMMITTEES, KING'S BEACH, FISHERMAN'S BEACH, WHICH WILL BE ON A SEPARATE PATH AND STATED THAT WE DON'T KNOW WHAT A GOOD COMMITTEE WILL BE. MS. FLETCHER FEELS WE HAVE A DOCUMENT (MS. SMITH'S EMAIL), SHE WANTS TO SEE A COMMITTEE FORMED AS SOON AS POSSIBLE TO START PUTTING PRESSURE ON STAKEHOLDERS. MR. THOMPSON ASKED IF THE TOWN NEEDS A SEPARATE COMMITTEE BECAUSE WE ALREADY HAVE BOTH A WATER & SEWER RATE COMMITTEE AND HARBOR & WATERFRONT COMMITTEE. MR. GRISHMAN FEELS THESE ARE SEPARATE AND DISTINCT COMMITTEES AND THAT THE CHARGES FOR EACH ARE DIFFERENT. MR. SPELLIOS AND MR. THOMPSON WILL BE READY TO PRESENT IN TWO WEEKS. MR. SPELLIOS RESPECTS THAT THERE IS FOCUS ON THIS BUT TOWN STAFF HAVE BEEN FOCUSING ON THIS FOR YEARS. WE CAN'T "TURN A SWITCH" AND FIX A PROBLEM THAT HAS BEEN IGNORED FOR 100 YEARS. EVERYONE WHO WANTS TO APPLY, SHOULD. MS. FLETCHER WANTS PEOPLE TO SEND IN THEIR APPLICATIONS NOW SO WE CAN BE READY TO FILL THE COMMITTEE WITHIN A FEW WEEKS OF THE APPROVAL.
6. **INTERMUNICIPAL AGREEMENT FOR SHARED BUILDING COMMISSIONER SERVICES:** TA FITZGERALD HAS DISCUSSED REGIONAL SERVICES WITH MARBLEHEAD AND HAVE SHARED BUILDING COMMISSIONERS. HE HAD A DISCUSSION WITH MARBLEHEAD'S TOWN MANAGER, THATCHER KEEZER. MR. CUMMINGS MET WITH THE BUILDING DEPARTMENT IN MARBLEHEAD. TA FITZGERALD FEELS THERE WILL BE EFFICIENCIES AND AN OPPORTUNITY TO SHARE OTHER SERVICES. HOURS FOR THE BUILDING COMMISSIONER IN MARBLEHEAD WILL VARY BETWEEN 10 – 16 HOURS PER WEEK. MR. CUMMINGS STATED THAT SWAMPSCOTT IS HIS PRIORITY, THAT THIS WILL BE ON A TRIAL BASIS AND HE WON'T COMMIT UNTIL HE SEES HOW IT WORKS. MARBLEHEAD HAS A LARGER BUILDING STAFF THAN SWAMPSCOTT. SWAMPSCOTT HAS TWO PART-TIME INSPECTORS WHILE MARBLEHEAD HAS ONE FULL TIME AND ONE PART TIME ELECTRICAL INSPECTOR AND A FULL TIME PLUMBING INSPECTOR. IF THIS WORKS OUT, THEY ARE WILLING TO ADD ANOTHER FULL TIME INSPECTOR THAT WILL BE SHARED WITH SWAMPSCOTT. THIS IS A GOOD TIME TO START AS IT'S A SLOWER TIME OF YEAR. THE SELECT BOARD DISCUSSED HOW THE BUILDING COMMISSIONER CAN TAKE ON TWO COMMUNITIES, THE SCHEDULE AND OPPORTUNITIES TO SHARE RESOURCES AND WORK IN REGIONAL OFFICES. MR. GRISHMAN FEELS THIS IS AN OPPORTUNITY TO START THE CONVERSATION FOR REGIONALIZATION. MS. FLETCHER ASKED HOW THE BUILDING COMMISSIONER SCHEDULE IS NOW AND HOW APPOINTMENTS ARE BOOKED (THEY CAN BE BOOKED ONLINE OR IN PERSON/ON THE PHONE, INSPECTORS ARE OUT MOST OF THE DAY). MR. CUMMINGS BELIEVES IF THIS WORKS, IT WILL BENEFIT BOTH TOWNS. TA FITZGERALD AND MR. CUMMINGS WILL REPORT TO THE BOARD IN THE SPRING.

UPON **MOTION**, DULY MADE BY DOUG THOMPSON, SECONDED BY MARY ELLEN FLETCHER, IT WAS UNANIMOUSLY **VOTED** TO SUPPORT PROCEEDING WITH THE TRIAL AGREEMENT TO SHARE BUILDING COMMISSIONER SERVICES WITH THE TOWN OF MARBLEHEAD: ALL IN FAVOR: YES. ANY OPPOSED: NO. **MOTION CARRIES.**

D. APPROVAL OF THE CONSENT AGENDA:

1. **CHABAD'S ANNUAL CHANUKAH RUN-A-LATKE 5K**
2. **ONE DAY LIQUOR LICENSE FOR DOCKSIDE PUB FOR VETERAN'S DAY**
3. **APPROVAL OF MINUTES OF OCTOBER 4TH AND OCTOBER 18TH**

MS. FLETCHER – ASKED TO REMOVE THE MINUTES FROM THE CONSENT AGENDA AND QUESTIONED THE 11/11 EVENT (WHY THE VETERAN'S AREN'T GETTING THE LIQUOR LICENSE). TA FITZGERALD: THE JAURON FOUNDATION IS RUNNING THE EVENT AND DOCKSIDE PUB IS SUPPORTING IT. PROCEEDS WILL BENEFIT SWAMPSCOTT'S VETERANS ORGANIZATIONS.

UPON **MOTION**, DULY MADE BY DOUG THOMPSON, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED** TO APPROVE ITEMS 1 & 2 (CHABAD'S CHANUKAH 5K AND ONE-DAY LIQUOR LICENSE FOR VETERAN'S DAY) OF THE CONSENT AGENDA: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION CARRIES.

E. SELECT BOARD TIME:

- i. **Ms. FLETCHER:** 1) SOLID WASTE ADVISORY HAD THEIR PUBLIC MEETING LAST WEEK. THERE WAS GOOD ATTENDANCE AND GOOD QUESTIONS WERE ASKED. SWAC DID A GREAT JOB MAKING EVERYONE FEEL COMFORTABLE. THEY'LL BE COMING BACK BEFORE THE BOARD. 2) THE RETIREMENT COMMITTEE ARE INTERVIEWING FINANCIAL ADVISORS. WE ALL RECEIVED A LETTER ON SEPTEMBER 11 REMINDING US THAT INSURANCE WILL EXPIRE 6/30/24. THE TA IS WORKING ON IT.
- ii. **MR. GRISHMAN:** NOTHING TO ADD.
- iii. **Ms. PHELAN:** 1) ATTENDED THE SWAC MEETING AND AGREES THEY MADE IT FEEL COLLABORATIVE. 2) SHE WOULD LIKE TO SEE A BUSINESS NEWSLETTER, EVEN QUARTERLY.
- iv. **MR. SPELLIOS:** 1) HARBOR ADVISORY ARE WORKING ON SAVING THE PIER WHICH WILL BE UNDERWATER. THE FISH HOUSE IS AT THE SAME ELEVATION. EFFORTS ARE RESILIENCY, WHICH BRINGS OTHER OPPORTUNITIES TO BECOME A SEAPORT TOWN. HE ENCOURAGES PEOPLE TO GO TO THE TOWN'S WEBSITE AND CONTACT THE CHAIR, JACKSON SCHULZE, IF THEY HAVE ANY QUESTIONS. 2) THE SCHOOL BUILDING COMMITTEE IS GIVING A TOUR OF THE NEW SCHOOL. EVERYONE HAS BEEN WORKING HARD GETTING TAX BREAKS, RETAINING ATTORNEYS AND KEEPING CONSTRUCTION ON BUDGET AND ON TIME.
- v. **MR. THOMPSON:** 1) THE HISTORICAL COMMISSION IS LOOKING INTO REBUILDING THE GLOVER HOUSE SOMEWHERE ELSE; 2) EVENTS IN THE MIDDLE EAST HAVE TRANSFORMED THE AREA, ISRAEL HAS A RIGHT TO DEFEND ITSELF BUT THE RAMIFICATIONS ARE HORRIFIC AND HE HOPES THERE'S A WAY FOR THEM TO DEFEND THEMSELVES BUT NOT ADD TO THE MORTALITY COUNT.

UPON **MOTION**, DULY MADE BY MARY ELLEN FLETCHER, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED** TO ADJOURN AT 10:08 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 November 20, 2023

ATTACHMENTS:

TOWN ADMINISTRATOR'S REPORT

TOWN FEES INCREASE MEMO

WATER & SEWER CONSUMPTION UPDATE MEMO

MBTA MULTI-FAMILY DISTRICT MAPS PRESENTATION

INTERMUNICIPAL AGREEMENT WITH MARBLEHEAD

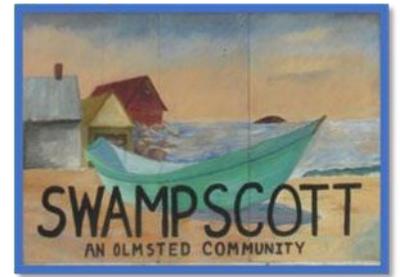
RUN-A-LATKE REQUEST

ONE DAY LIQUOR LICENSE FOR DOCKSIDE PUB



Town of Swampscott

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RE: NOVEMBER 1st 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.

KING'S BEACH

I held several meetings with Kleinfelder to review a draft of a response the EPA's memo dated 9/11/23. A response will be sent out next week and I am looking forward to meeting with the EPA to discuss some of the broader efforts to address Fisherman's Beach and Philips Beach IDDE efforts.

The EPA's letter was also seeking an update from the Town on the efficacy of the IDDE efforts. As we provided in the September 1st report to the EPA, the Town has adopted an Infiltration and Inflow fee to help address some of the financial challenges for ensuring a status of good repair for these systems. We have also taken the initiative to advance an Asset Management study to identify the lifecycle condition of the Town's water, drainage and stormwater systems. We are also awaiting MASS DEP response to a broader scope of IDDE work that includes a significant amount of funding for IDDE for Kings Beach. (We sent this scope of work in August.)

Additionally, as I shared at a meeting on July 20th at the MA DEP Headquarters, we need a more "aggressive" role from staff at EPA Region 1 to assist with alternative designs for fixing Kings Beach. This is not a simple IDDE issue, it is a massive impairment of one of the Commonwealth's extraordinary environmental resource areas. It was frustrating to hear that the EPA and MA DEP have been working on efforts to support IDDE for 30 years. These efforts have simply ensured an entire generation has been impacted by this failure on a local, state, and federal level. IDDE is simply not good enough, and it is made more ineffective as it is not synchronized and coordinated regionally as both the LWSC and the Town are on different scopes and timelines. This is a frustrating reality that the EPA can help address.

Unfortunately, after all these good faith efforts, and after years of effort on IDDE, and millions of local tax dollars in expenditures on these issues, Kings Beach has been in a race to the bottom of the worst public beaches in the Commonwealth. This is why we have been advocating for a broader role for state and federal leadership and funding to help address the immediacy of the environmental impact on the health and welfare of citizens that need to use Kings Beach.

FINANCE DEPARTMENT

The next CIC meeting is Tuesday. Patrick has asked Marzie and Max to attend so they can explain their projects. Patrick is working on updating debt service projections and we are looking to see how to cull

back some of the projects as we have a number of priorities that need to be smoothed out.

HADLEY SCHOOL/BOUTIQUE HOTEL

There were numerous walk-throughs of Hadley last week. Six firms have all requested walk-throughs and we have done our best to present a community that is looking to be a solid partner for this significant venture. Developers seem excited about the prospect of bringing a boutique hotel to our great historic seaside town.

Questions from potential developers are due this week, on November 1st and RFP responses are due on November 15th.

CONGRESSMAN MOULTON

I met with Congressman Moulton's regional Director, Liam Morehouse (formerly Representative Jenny Armini's aide), last week. We had a great discussion regarding Kings Beach and the Congressman's advocacy for broader federal funding to mitigate the impact on human health.

We discussed the need for state and federal assistance for other key Town projects such as our capital plans and plans for the Hawthorne development.

I invited him to come to a Department Head meeting and host the Congressman at a Select Board Meeting in the near future.

DPW

DPW is busy with fall clean up efforts and various projects to help prepare for the winter season. This week sees them planting 25 trees at the cemetery and Duke's Street with help from the Tree Committee.

Thanks to a grant that was awarded to the Town, we have installed speed pillows on Burrill Street. You've probably also noticed there are new islands near the railroad station. All these changes are to ensure pedestrian safety at a very busy train station. A great credit to the Community and economic Development Office for the grant to help make these investments possible.

I also met with Gino to discuss Phase IV of the King's Beach seawall repairs have been sent out.

SENIOR CENTER

Senior Center employees and clients continue to learn how to save the environment. They attended a "saving the environment" lunch and learn event with the Health Dept.

High School students are receiving dementia-friendly training during Health Class. Students will then participate in "Opening Minds through Art" for 6-weeks. Students will be paired with a client who has dementia to create a work of art for 6 weeks. At the end of the 6 weeks, on December 15th, the Senior Center will host an art show. I encourage everyone to stop in & see what are sure to be beautiful works of art.

Heidi is also working on a grant to invite two restaurants to be dementia-friendly trained and participate in hosting dementia friendly times for dementia patients and their families to go out to eat at a quieter time of day so as not to upset the patient. She hopes other businesses – nail salons, beauty salons to name a few, also participate. The Senior Center continue to support their "Game Changer" dinners. Different High School sports team host a dinner for clients, during which time they have dinner with seniors then participate in an activity or game.

POLICE DEPARTMENT

PD continues following the expedited timeline to fill vacancies. As of last week, 23 candidates had been interviewed. The week before saw 8 out of 11 interviewed moving forward to background investigations and other tests.

Officers are meeting with biweekly with Chabad and Charat and have reviewed their security to keep

parishioners safe. They have also reached out to Lynn's Muslim community to help ensure that they, too, are safe. Personnel are attending regular FBI briefings about antisemitism and anti-Muslim issues.

Chief Quesada and representatives have attended recruiting events at Merrimac College. The Chief is attending a "meet the Chief" event where a student officer will be paired with a Police Chief to discuss the job.

FIRE DEPARTMENT

I met with Chief Archer this week and we discussed preparations for a promotional exam and assessment center for a Deputy Chief as DC Potts will be retiring in ten months. We discussed some options for how to conduct a vacancy review for this position and

CLERK

The clerks are working with senior work-off employees to archive old documents and records. They are also working with Joe Douillette to have old VHS tapes of town meetings archived. The annual census will be mailed out in January to every household. Please complete and return this along with the dog license (if applicable) application as soon as possible.

Nominations for the upcoming election is due by November 10th.

HUMAN RESOURCES

A van driver has been hired for the Senior Center. This brings them up to being fully staffed.

A customer service position is opening up and has been posted internally. Pete Kane has also busy helping with PD and FD hiring.

MISSION SEA WALL

I have held several meetings over the last week to discuss the repair/replacement of the Mission Sea Wall. I met with the Chair of the Swampscott Conservation Commission and we discussed the two emergency orders under 310 CMR 10.06 of the Wetlands Protection Act (WPA) to address the partial seawall collapse that occurred at the restaurant. The first order was issued on May 4, 2023, and the second on May 30, 2023.

The emergency work involved placing large 3-foot rocks in a pile in front of the seawall over the collapsed section, extending approximate 20 feet seaward, in an effort to brace the weakened portions of the wall still standing. Additionally, concrete forms were placed in front of the foundation of the restaurant and flowable concrete fill pumped into the void under the foundation.

The Massachusetts Department of Environment Protection, under its Chapter 91 program, also issued, on May 26, 2023, an approval of the Emergency Actions to address this seawall collapse.

During the time of the collapse and the issuance of the WPA emergency orders, Officials of the Town corresponded and met on site with the restaurant's consultants and were assured that the emergency work being done was only a temporary solution and that a Notice of Intent (NOI) under the WPA that proposed a long-term solution would be submitted in July. It is now mid-October and the Town and Commission has not received a NOI, from the restaurant or the consultants. (We did receive a set of design plans last week but the NOI is critical at this time.)

I in consultation with the Conservation Commission, we will be sending a letter seeking in writing, by no later than October 31, 2023, a confirmation that Mission on the Bay will submit a NOI for a long-term solution along with the date by which it will be submitted. We are also seeking an estimation of the time that will be needed to complete the necessary work, and whether it can be completed this year.

RECREATION DEPARTMENT

Swampscott's Recreation Department continue our wonderful programming including:

- The Annual Town Hall Trick or Treating event continues, offices and staff are busy getting ready!
- The indoor market is the Sunday before Thanksgiving. There will be food and crafts available for sale.
- The annual Ski Bradford for students pre-registration opened up last week and had 70 students pre-registered the first day!
- The Juron Foundation is running a corn hole tournament on Town Hall lawn on Veteran's Day. This will be followed by the annual Veteran's Day breakfast at the Senior Center and Ceremony at the monument.
- The annual Holiday Fest is Saturday, December 16th and promises to be bigger & better than ever!

FACILITIES

Construction continues on this beautiful new school. Staff had a walk-through last week. Thanks to Max's initiatives, construction is on time and on budget, possibly under budget with the following:

- We are the recipients of National Grid's PATH1 incentive program for \$1.4M-\$1.6M
- The MSBA is increasing our reimbursement, possibly by as much as \$4MM
- The GeoThermal system may be a candidate for reimbursement through the IRA. This could be a significant reimbursement.
- Due to changes in the tax law, the solar system will also have a reimbursement

Bids came in for the Fire Department's new sprinkler system. Max is working with the Chief to get that project underway.

TOWN NOTIFICATIONS

Last, but certainly not least, we will be switching from Blackboard to OnSolve for all notifications. I highly encourage everyone to enroll so as to be notified of upcoming events, weather related emergency events, street closures due to water main or sewer breaks as well as to receive the Town's monthly newsletter. To sign up: www.swampscottma.gov/subscribe.

VETERANS DAY

Swampscott Veterans Day Ceremony will be held on Saturday, November 11th at 11AM at Monument Ave. There will be a collation afterward at Veterans Crossing. Swampscott Senior Center is also hosting a breakfast. That begins at 9 AM.

Respectfully Submitted,



Sean R. Fitzgerald
Town Administrator



Town of Swampscott

Office of the Town Treasurer

MEMORANDUM

TO: SELECT BOARD
FROM: AMY SARRO, DIR. OF ADMIN & FINANCE; PATRICK LUDDY, TREASURER
SUBJECT: DEPARTMENTAL FEES
DATE: THURSDAY OCTOBER 26TH, 2023

The finance department has met with various department heads at the request of the town administrator to evaluate fees. These conversations focused on fees which are established under the authority of the Select Board, rather than those which are established and fixed by state statute.

From these conversations, several fees were identified where an increase may be appropriate:

Mattress Recycling Fee (Health Dept)

- Covers the costs of state-mandated mattress recycling (Transportation and Processing)
- Program was subsidized by a grant that has run out
- Current fee is \$20 per set.
- Surveyed Marblehead, Lynn, Salem, Peabody, Danvers and Beverly fee structures.
 - o All of the municipalities surveyed are charging per piece, rather than per set.
 - o Most are only running a curbside pick-up program ONLY
- **Current recommendation is to increase fee to \$30 per piece (box spring/mattress).**
 - o The average fee charged amongst the surveyed group is appx. \$30 per piece.

Summer Camp Permit Fee (Health Dept)

- Permit Fee for private parties to operate a Summer Camp
 - o Current Fee is \$75
 - o **Current recommendation is to increase fee to \$100**

Also from these conversations, several new fees were suggested:

Recording Fee for ZBA Decisions (Town Clerk & Planning Board)

- ZBA Decisions must be recorded with the Registry of Deeds. The Registry of Deeds currently charges \$105 to record documents. This cost is currently borne by the town. Establishing this fee would shift the cost onto the petitioner.
 - o **Current recommendation is to establish a fee of \$105**

Amended Vital Record Fee (Town Clerk)

- Applies to records greater than fifty years in age.
- **Current recommendation is to establish a fee of \$50**

Genealogy Request Fee (Town Clerk)

- Covers requests from non-residents i.e. services such as ancestry.com
- **Current recommendation is to establish a fee of \$150**

FY2023 Current Town Service/Permit/License Fees

| Department/Board | Permit Name | Current Fees | Description | Proposed Fee |
|---|------------------------------------|----------------------------------|--|----------------------------------|
| Community & Economic Development | | | | |
| Community & Econ Dev. | Common Victualers | \$75.00 | (seating) | |
| Community & Econ Dev. | Block Party | \$50.00 | | |
| Community & Econ Dev. | Class II Car Dealers | \$125.00 | | |
| Community & Econ Dev. | Entertainment | \$75.00 | | |
| Community & Econ Dev. | Vendor Permit | \$100.00 | Per cart (events) | |
| Planning | | | | |
| Planning | Preliminary Plan | \$250.00 | | |
| Planning | W/O Preliminary Plan | \$500.00/ \$250.00/ Lot | | |
| Planning | Subdivision | \$100.00/ \$50.00/ Lot | | |
| Planning | Definite Plan | \$250.00/ \$100.00/ Lot | | |
| Planning | No Fee | \$0.00 | for Town department or agency | |
| ZBA | | | | |
| ZBA | Residential & Commercial | \$450.00 | | |
| ZBA | Waiver of Compliance | \$300.00 | | |
| Police | | | | |
| Police | Alarm Registration Fee | \$10.00 | Residential | |
| Police | Alarm Registration Fee | \$25.00 | Commercial | |
| Police | False Alarm Fee | \$60.00 | Residential | After two false alarms/year |
| Police | False Alarm Fee | \$80.00 | Commercial | After two false alarms/year |
| Police | Firearms License | \$100.00 | Set by state law | Town gets \$25, state gets \$75 |
| Police | License Application Fingerprinting | \$100.00 | Set by town by-law | Town gets \$70, state gets \$30 |
| Liquor Fees | | | | |
| Police Department | Club | \$1,400.00 | Beer & Wine | |
| Police Department | Restaurant | \$2,400.00 | Residential | \$1,100.00 |
| Police Department | Package Store | \$2,200.00 | Commercial | \$2,100.00 |
| Police Department | Veterans Club | \$1,400.00 | Set by state law | \$1,900.00 |
| Police Department | BYOB | N/A | | 400 |
| Police Department | One Day | \$50.00 | | \$50.00 |
| Harbormaster | | | | |
| Harbormaster | Mooring | \$3.50 per ft. \$6.00 per ft. | Resident Usage Non-Resident | \$5.50 per ft. \$8.00 per ft. |
| Fire | | | | |
| Fire | Beach Cooking Permits | \$25.00 | | |
| Fire | Smoke/Carbon Monoxide Certificates | \$50.00 | | |
| Board of Health | | | | |
| Board of Health | Mattress Stickers | \$20.00 | Mattress & box spring recycling | \$30.00 |
| Board of Health | Burial Permit | \$15.00 | | |
| Board of Health | Temporary Dumpster | \$15.00 | | |
| Board of Health | Bulk Item Sticker | \$20.00 | | |

| | | | | |
|-------------------|--|---------------|----------------|--|
| Board of Health | Overflow Bags | \$3.00 | \$15.00/sleeve | |
| Town Clerk | | | | |
| Town Clerk | Business Certificates | \$25.00 | | DBA's |
| Town Clerk | Business Certificates | \$5.00 | | Discontinuances |
| Town Clerk | Marriage License applications | \$25.00 | | |
| Town Clerk | Vital Records | \$10.00 | | Births, deaths & marriages certified copies |
| Town Clerk | Street listing books | \$10.00 | | |
| Town Clerk | Dog License | \$10.00 | | Spayed or neutered |
| Town Clerk | Dog License | \$25.00 | | Unaltered |
| Town Clerk | Late fee of dog licensing | \$5.00 | | |
| Town Clerk | Pooch Pass | \$5.00 | | Resident |
| Town Clerk | Pooch Pass | \$15.00 | | Non-Resident |
| Town Clerk | Raffle & Bazaars | \$25.00 | | |
| Town Clerk | Underground flammable gas storage licenses | \$25.00 | | |
| Town Clerk | Vital Records Amendment | \$0.00 | | * NEW* |
| Town Clerk | Genealogy Request Fee | \$0.00 | | Fee for research for genealogy services |
| | | | | \$50.00 |
| | | | | \$150.00 |

| | | | | |
|-------------------|-----------------------|----------------|--|----------------------|
| Recreation | | | | |
| Recreation | Beach Stickers | \$20.00 | | Residents |
| Recreation | Beach Stickers | \$7.00 | | Sr. Residents |
| | | | | \$25.00 |
| | | | | \$10.00 |

| | | | | |
|--------------------------------|--------|---------|--|-------------------------------------|
| Conservation Commission | | | | |
| Conservation Commission | Gazebo | \$75.00 | | Linscott Park permitted by Rec Dept |

| | | | | |
|----------------------------------|------------------------|-----------------------------|----------------------|---|
| Building Department | | | | |
| Building | Building | \$15/\$1000 project cost | \$50 Min | Residential (1-2 Family) |
| Building | Building | \$20/\$1000 project cost | \$80 Min | Commercial |
| Building | Electrical | \$15/\$1000 electrical cost | \$50 Min | Residential |
| Building | Electrical | \$20/\$1000 electrical cost | \$80 Min | Commercial |
| Building | Plumbing/Gas | \$50 1st fixture | \$15 add'l fixture | Residential |
| Building | Plumbing/Gas | \$80 1st fixture | \$20 add'l fixture | Commercial |
| Building | Plumbing/Gas | \$50 | | Hot Water Heaters (Flat) |
| Building | Mechanical/Sheet Metal | \$50 Min Fee + | \$50/mechanical unit | Residential |
| Building | Mechanical/Sheet Metal | \$80 Min Fee + | \$80/mechanical unit | Commercial |
| Building Dept Definitions | | | | |
| Residential | | | | fees apply to one and two family dwellings as well as work in individual residential units in a multi-unit structure |
| Commercial | | | | fees apply to all buildings other than one and two family dwellings and work in individual residential units in multi-unit structures |
| Project Cost | | | | refers to the estimated market value of the entire project including all trades and materials. We reserve the right to request a detailed description of work |
| Mechanical Unit | | | | refers to furnaces, boilers, condensers, air handlers, RTU's, etc |

| | | | | |
|---------------------|------------------------|---------|--|--|
| Public Works | | | | |
| Public Works | Snow Waivers | \$25.00 | | |
| Public Works | Snow Violations | \$50.00 | | |
| Public Works | Street Opening Permits | | | |

| | | | | |
|----------------------------|--|--|--|--|
| Treasurer/Collector | | | | |
|----------------------------|--|--|--|--|

Collectors
Collectors

Municipal Lien Certificate
Insufficient Funds

\$25.00
\$25.00 or 1%, whichever is greater

Set by statute



Town of Swampscott

Office of the Town Treasurer

MEMORANDUM

TO: SELECT BOARD
FROM: PATRICK LUDDY, TREASURER
SUBJECT: NOTE ISSUE
DATE: WEDNESDAY OCTOBER 25TH, 2023

I am writing to inform the board of the results of Water-Sewer Commitment #1, which was issued in August. The charges committed cover water-sewer usage for the period May 2023-July 2023. The total charges were 19% less than they were for the same period last year. This shift in water consumption creates a deficiency of revenue. After accounting for contingencies in the revenue estimates, the net projected deficiencies are appx. \$90,000 for Water and \$95,000 for Sewer.

I have met with the Town Administrator, Finance Director, DPW Director, and DPW Business Manager to discuss these results and identify next steps.

Data

Reports from the Massachusetts Water Resources Authority (MWRA) are distributed to the town monthly. A review of these reports confirms that most communities who purchase water from the MWRA are experiencing a reduction in water consumption on a monthly and year-to-date basis. As of the most recent report, Swampscott consumed 15% less water year-to-date than in 2022 (appx. 69 Million Gallons less). Marblehead consumed 13.5% less water, and Nahant consumed 13.2% less water.

A suspected major contributing factor to the change in consumption is rainfall. The National Oceanic and Atmospheric Administration's records indicate that the Boston Area has seen significant rainfall this past year. More specifically, the total precipitation measured for the May-July 2023 period was 16.12 inches in our area. This exceeded the total precipitation measured for the same period for eight of the last ten years.

Heavy rain can greatly reduce discretionary water use for purposes such as watering lawns or gardens, washing cars, filling pools etc. This has likely contributed to the deficiency observed in commitment #1 and could have an impact on commitment #2 and especially commitment #3 (annual irrigation) which is issued in January.

Next Steps

If a projected deficit persists throughout the fiscal year, action will be required to balance the enterprise budgets. Options to resolve projected deficits include supplemental appropriation of retained earnings, mid-year rate increases, budget reductions, or any combination of the above.

The finance team will continue to work with DPW to monitor subsequent commitments and identify projected deficits for fiscal year-end. Findings and reports will be provided to the Select Board regularly as the fiscal year unfolds. As more data becomes available the finance team and DPW will work to provide specific recommendations on solutions that cure any projected deficits within the town's financial means.

Q1 Water & Sewer Update

November 1st, 2023

Rate Recap

- Select Board reviewed rate change recommendations from staff and Water/Sewer Rate Advisory Committee in April of 2023 for the ensuing fiscal year
 - Consumption Rates for both water and sewer were increased 2.5% at each tier
 - Base Rates for users of 1000cf or less per quarter were not increased
 - Base Rates for users of greater than 1000cf/qtr were increased
- Rate Increases were implemented for commitment #1
 - Bills were issued at the new rates this past August

Adopted Rate Changes

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%

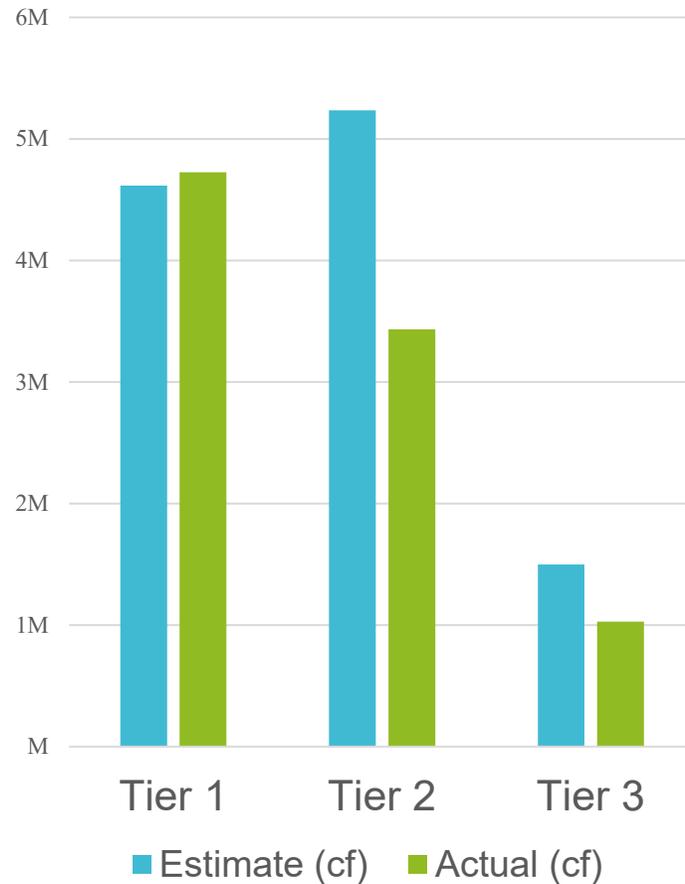
Base Rate:

Tier 1: \$20.00

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

Consumption Analysis

FY24 Commitment #1 Consumption



- Commitment #1 included 19% less billed water and sewer usage than last year
 - Gross receivables variance to budget is appx. \$174K for Water Fund and \$145K for Sewer Fund.
 - Net of Revenue contingencies, the variance is appx. \$90K for Water and \$94K for Sewer.

MWRA System Water Consumption Statistics

Marblehead
-13.5% YTD

Nahant
-13.2% YTD

Swampscott
-15% YTD

| Metro-System (Fully Served) | Monthly (MG) | | | YTD (MG) | | | YTD System Share | | | 2022 | |
|---|----------------|----------------|--------------|-----------------|-----------------|--------------|-------------------------|--------------|----------------------------|------------------|-------------------------|
| | Sep | | Flow Change | YTD | | Flow Change | Flow Share ¹ | | % Change in YTD Flow Share | Annual Flow (mg) | Flow Share ¹ |
| | 2023 | 2022 | | 2023 | 2022 | | 2023 | 2022 | | | |
| Arlington | 96.4 | 98.1 | -1.7% | 863.8 | 1,013.6 | -14.8% | 1.81% | 1.97% | -8.1% | 1,261.8 | 1.91% |
| Belmont | 61.4 | 71.2 | -13.7% | 505.8 | 575.5 | -12.1% | 1.06% | 1.12% | -5.3% | 723.5 | 1.09% |
| Boston (BWSC) | 1,951.2 | 1,958.0 | -0.3% | 16,572.1 | 17,026.2 | -2.7% | 34.67% | 33.04% | 4.9% | 22,328.6 | 33.74% |
| Brookline | 155.1 | 177.4 | -12.6% | 1,305.0 | 1,488.6 | -12.3% | 2.73% | 2.89% | -5.5% | 1,881.9 | 2.84% |
| Chelsea | 96.3 | 91.2 | 5.6% | 891.6 | 923.0 | -3.4% | 1.87% | 1.79% | 4.1% | 1,205.0 | 1.82% |
| Everett | 118.4 | 111.6 | 6.1% | 1,047.1 | 1,045.8 | 0.1% | 2.19% | 2.03% | 7.9% | 1,362.2 | 2.06% |
| Framingham | 170.0 | 183.8 | -7.5% | 1,484.4 | 1,642.1 | -9.6% | 3.11% | 3.19% | -2.6% | 2,100.3 | 3.17% |
| Lexington ² | 162.7 | 197.4 | -17.5% | 1,338.0 | 1,571.9 | -14.9% | 2.80% | 3.05% | -8.3% | 1,947.2 | 2.94% |
| Lynnfield W.D. | 21.9 | 22.9 | -4.1% | 150.6 | 173.3 | -13.1% | 0.32% | 0.34% | -6.3% | 208.5 | 0.32% |
| Malden | 145.1 | 155.7 | -6.8% | 1,365.4 | 1,440.6 | -5.2% | 2.86% | 2.80% | 2.2% | 1,888.3 | 2.85% |
| Marblehead | 61.8 | 73.0 | -15.3% | 485.8 | 561.6 | -13.5% | 1.02% | 1.09% | -6.8% | 690.0 | 1.04% |
| Medford | 142.4 | 147.1 | -3.2% | 1,228.1 | 1,317.2 | -6.8% | 2.57% | 2.56% | 0.5% | 1,724.7 | 2.61% |
| Melrose | 68.4 | 72.3 | -5.4% | 597.1 | 610.2 | -2.1% | 1.25% | 1.18% | 5.5% | 776.2 | 1.17% |
| Milton | 77.9 | 89.9 | -13.4% | 630.9 | 746.0 | -15.4% | 1.32% | 1.45% | -8.8% | 920.7 | 1.39% |
| Nahant | 9.9 | 13.1 | -24.2% | 91.5 | 105.4 | -13.2% | 0.19% | 0.20% | -6.5% | 130.6 | 0.20% |
| Newton | 283.4 | 300.8 | -5.8% | 2,392.5 | 2,507.7 | -4.6% | 5.01% | 4.87% | 2.8% | 3,181.3 | 4.81% |
| Norwood | 83.8 | 90.5 | -7.4% | 733.6 | 807.1 | -9.1% | 1.53% | 1.57% | -2.0% | 1,024.4 | 1.55% |
| Quincy | 255.4 | 270.2 | -5.5% | 2,228.3 | 2,396.3 | -7.0% | 4.66% | 4.65% | 0.2% | 3,095.5 | 4.68% |
| Reading | 54.7 | 58.0 | -5.6% | 436.7 | 494.7 | -11.7% | 0.91% | 0.96% | -4.9% | 623.1 | 0.94% |
| Revere | 109.3 | 120.6 | -9.3% | 989.8 | 1,083.4 | -8.6% | 2.07% | 2.10% | -1.5% | 1,413.5 | 2.14% |
| Saugus | 92.2 | 98.3 | -6.3% | 820.9 | 959.0 | -14.4% | 1.72% | 1.86% | -7.7% | 1,200.8 | 1.81% |
| Somerville | 186.6 | 184.2 | 1.3% | 1,609.6 | 1,567.0 | 2.7% | 3.37% | 3.04% | 10.7% | 2,094.4 | 3.17% |
| Southborough | 30.8 | 37.2 | -17.2% | 258.5 | 301.4 | -14.2% | 0.54% | 0.58% | -7.5% | 374.5 | 0.57% |
| Stoneham | 62.2 | 70.6 | -12.0% | 579.7 | 639.3 | -9.3% | 1.21% | 1.24% | -2.3% | 797.5 | 1.21% |
| Swampscott | 46.4 | 56.0 | -17.1% | 390.8 | 459.9 | -15.0% | 0.82% | 0.89% | -8.4% | 575.4 | 0.87% |
| Waltham | 224.2 | 234.6 | -4.4% | 2,014.3 | 2,067.1 | -2.6% | 4.21% | 4.01% | 5.0% | 2,644.6 | 4.00% |
| Watertown | 81.3 | 82.5 | -1.5% | 702.7 | 710.2 | -1.0% | 1.47% | 1.38% | 6.7% | 926.5 | 1.40% |
| Weston | 51.3 | 71.3 | -28.0% | 405.7 | 541.2 | -25.0% | 0.85% | 1.05% | -19.2% | 632.2 | 0.96% |
| Winthrop | 34.4 | 34.8 | -1.1% | 308.8 | 314.4 | -1.8% | 0.65% | 0.61% | 5.9% | 411.2 | 0.62% |
| Subtotal Metro-System (Fully Served) | 4,934.9 | 5,172.0 | -4.6% | 42,429.4 | 45,089.9 | -5.9% | 88.8% | 87.5% | 1.4% | 58,144.5 | 87.87% |

Total System
-5.9% YTD

Impact of Precipitation

- According to the NOAA, rainfall in the Boston area for the May-July period **exceeded rainfall in the same period observed in 8 out of the last 10 years.**
- Commitment #1 is based on water consumed in this three-month period.
- Rainfall can influence “discretionary” water use including:
 - Watering lawns/gardens
 - Washing cars
 - Filling Pools

NOAA Historical Rainfall Totals, Monthly – Boston Area

| Year | May | Jun | Jul | Totals |
|-------------|-------------|-------------|--------------|--------------|
| 2013 | 3.22 | 10.5 | 3.61 | 17.33 |
| 2014 | 2.86 | 2.62 | 4.57 | 10.05 |
| 2015 | 1.22 | 5.01 | 2.09 | 8.32 |
| 2016 | 2.83 | 1.33 | 0.87 | 5.03 |
| 2017 | 3.45 | 4.85 | 4.03 | 12.33 |
| 2018 | 1.9 | 2.96 | 4.55 | 9.41 |
| 2019 | 3.35 | 5.15 | 5.81 | 14.31 |
| 2020 | 2.21 | 2.66 | 1.95 | 6.82 |
| 2021 | 4.92 | 2.57 | 10.07 | 17.56 |
| 2022 | 1.32 | 2.33 | 0.62 | 4.27 |
| 2023 | 2.25 | 3.44 | 10.43 | 16.12 |
| Mean | 2.68 | 3.95 | 4.42 | 11.05 |
| Max | 4.92 | 10.5 | 10.43 | 17.56 |
| | 2021 | 2013 | 2023 | 2021 |
| Min | 1.22 | 1.33 | 0.62 | 4.27 |
| | 2015 | 2016 | 2022 | 2022 |

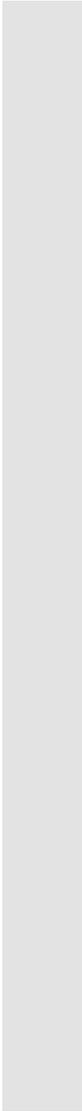
Source: NOAA Monthly Summarized Precipitation Data

Key Takeaways

- First Quarter results for Water-Sewer indicate potential revenue short-falls for FY2024 (\$90K Water, \$94K Sewer)
- Rainfall is a contributing factor to shrinking consumption in the Spring/Summer seasons
 - Surrounding communities also facing this issue
- Water Fund is particularly vulnerable to any shortfalls in irrigation billings, whereas Sewer Fund vulnerability is limited to domestic use.
- Anticipate revenue shortfalls to be handled within the financial constraints of the town and with minimal impact to rate payers in the current fiscal year (i.e. retained earnings use)
 - Financial policies in place to maintain 20% or more of enterprise fund operating budgets in retained earnings
 - Retained Earnings will be re-certified this fall and can be used to offset shortfalls via town meeting appropriation.

Commitment #2 and Beyond

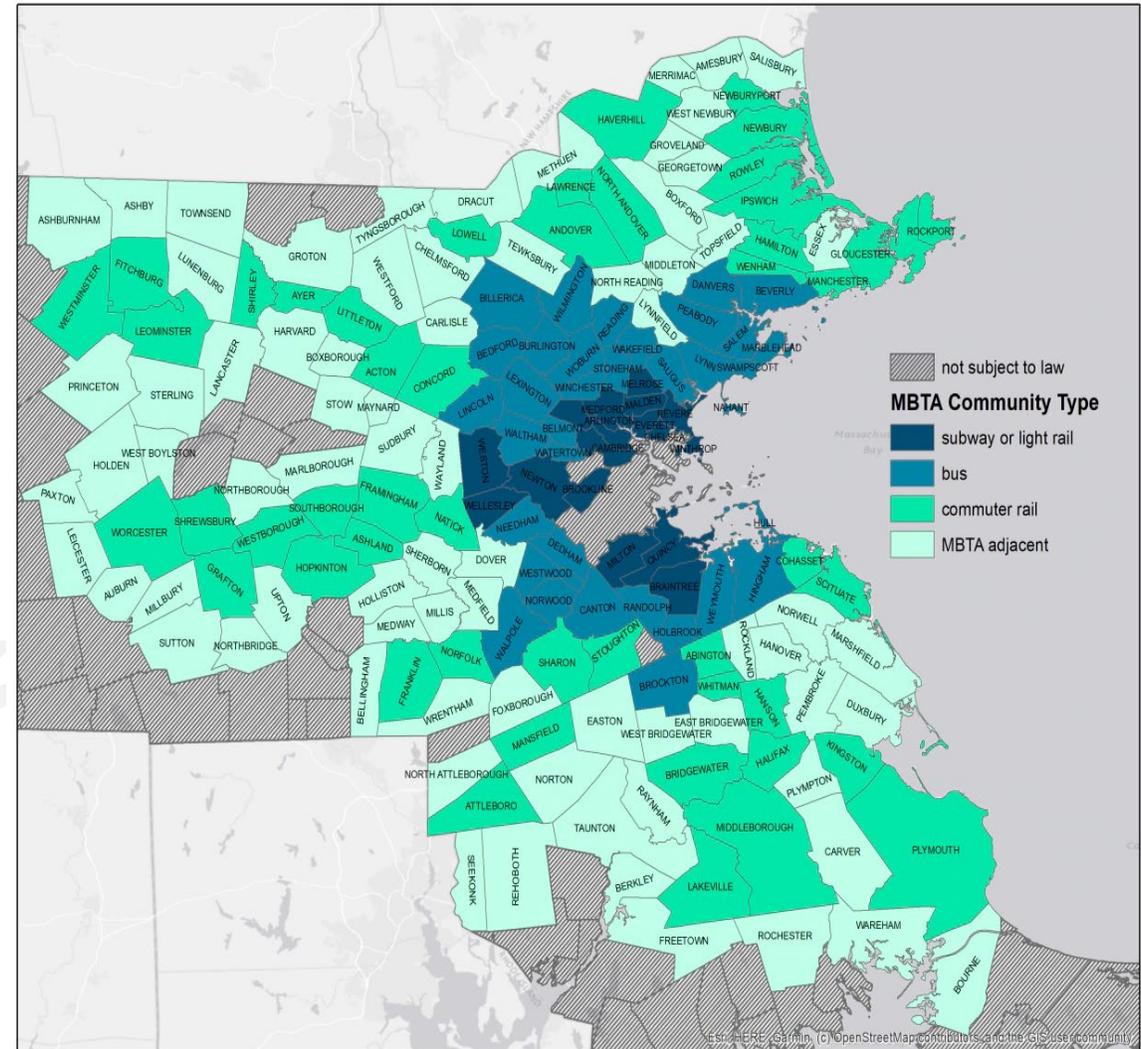
- Commitment #2 Will be issued mid-November, covering the August-October period
 - Precipitation is expected to impact discretionary water use during this period
- Staff continue to monitor actual water use
 - Review commitments and MWRA monthly reporting
- Make recommendations to Select Board in Winter/Spring 2024 when projected deficit is more certain
 - Options to resolve revenue deficits include:
 - Additional appropriation of retained earnings
 - Mid-Year rate increases
 - Budget Reductions
 - Any combination of the above



Questions???

MULTI-FAMILY ZONING REQUIREMENTS FOR MBTA COMMUNITIES

Update on Section 3A of the Zoning Act
Select Board Meeting 11/01/23

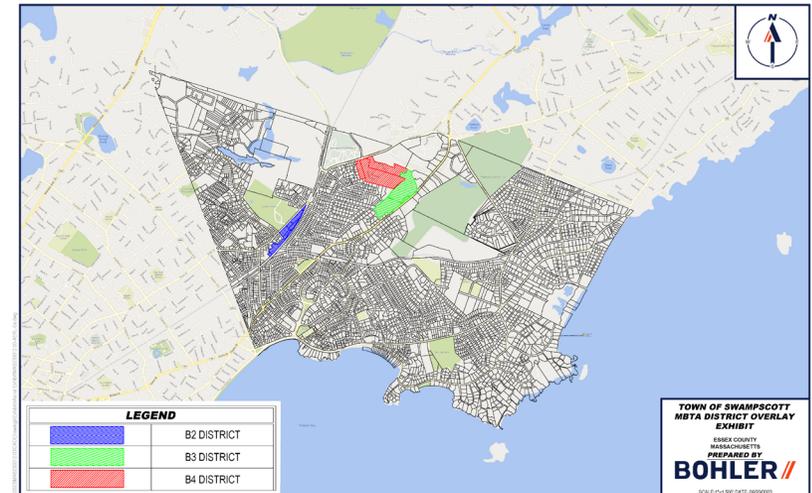


Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS User community

Swampscott Requirements For Compliance

To comply with 3A the following criteria must be met:

- * Zoning districts must allow a minimum of 954 units of multi-family housing (15 units per acre)
- * Zoning district must be a total of 20 acres of land area
- * Twenty (20) percent of the 20 acres required to be located within 0.5 mile radius of commuter rail station.



Compliance

Working in collaboration with the Planning Board, town staff and our consultant, the following three (3) overlay districts achieve compliance:

District 1 - located 0.5 mile radius of the commuter rail line along Essex Street

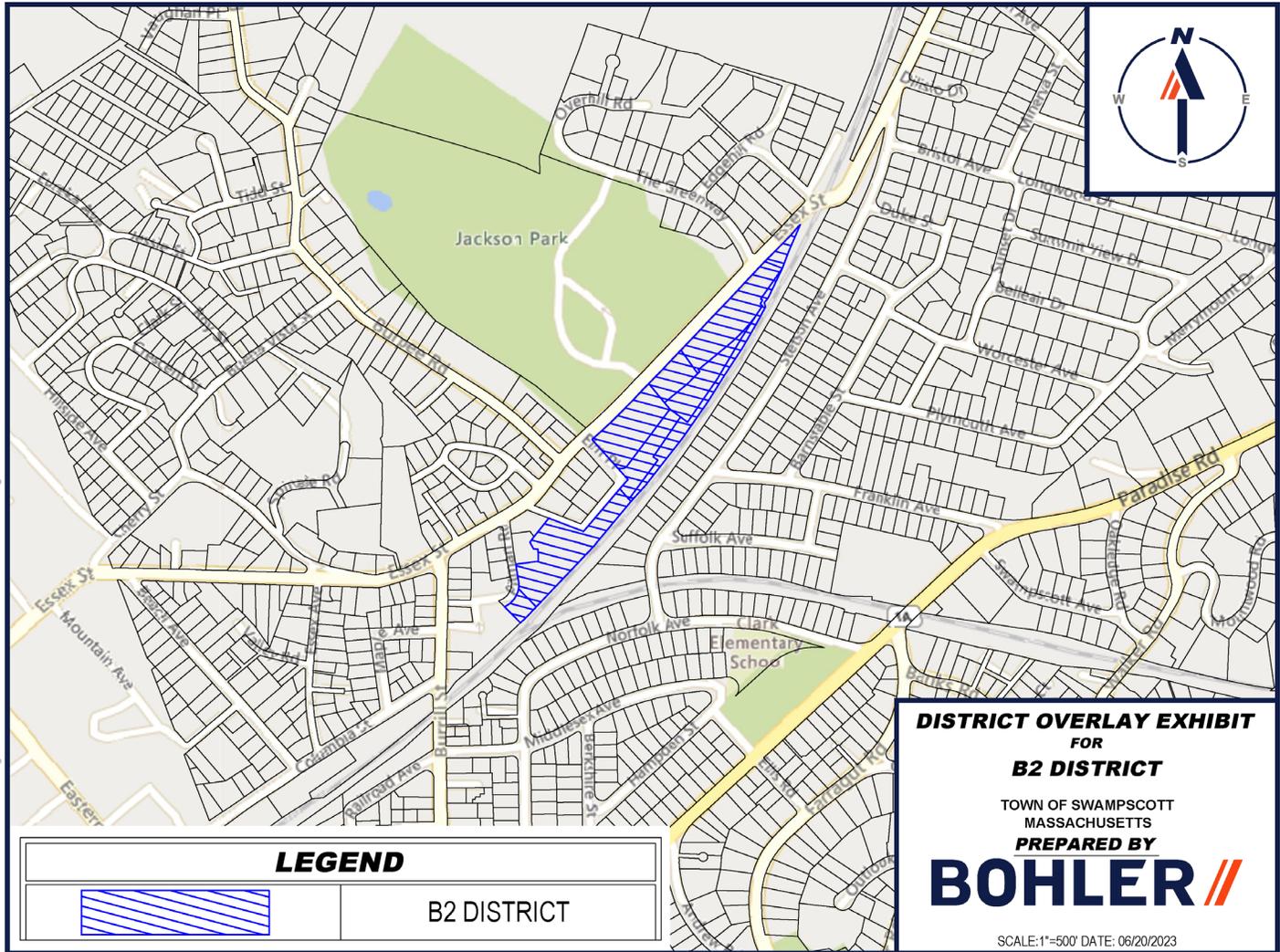
District 2 – located in the north central part of town; Essex/Loring Ave

District 3- located along Paradise Road

Utilizing the compliance model issued by the Executive Office of Housing and Livable Communities (EOHLC) the following three (3) overlay districts achieve compliance.

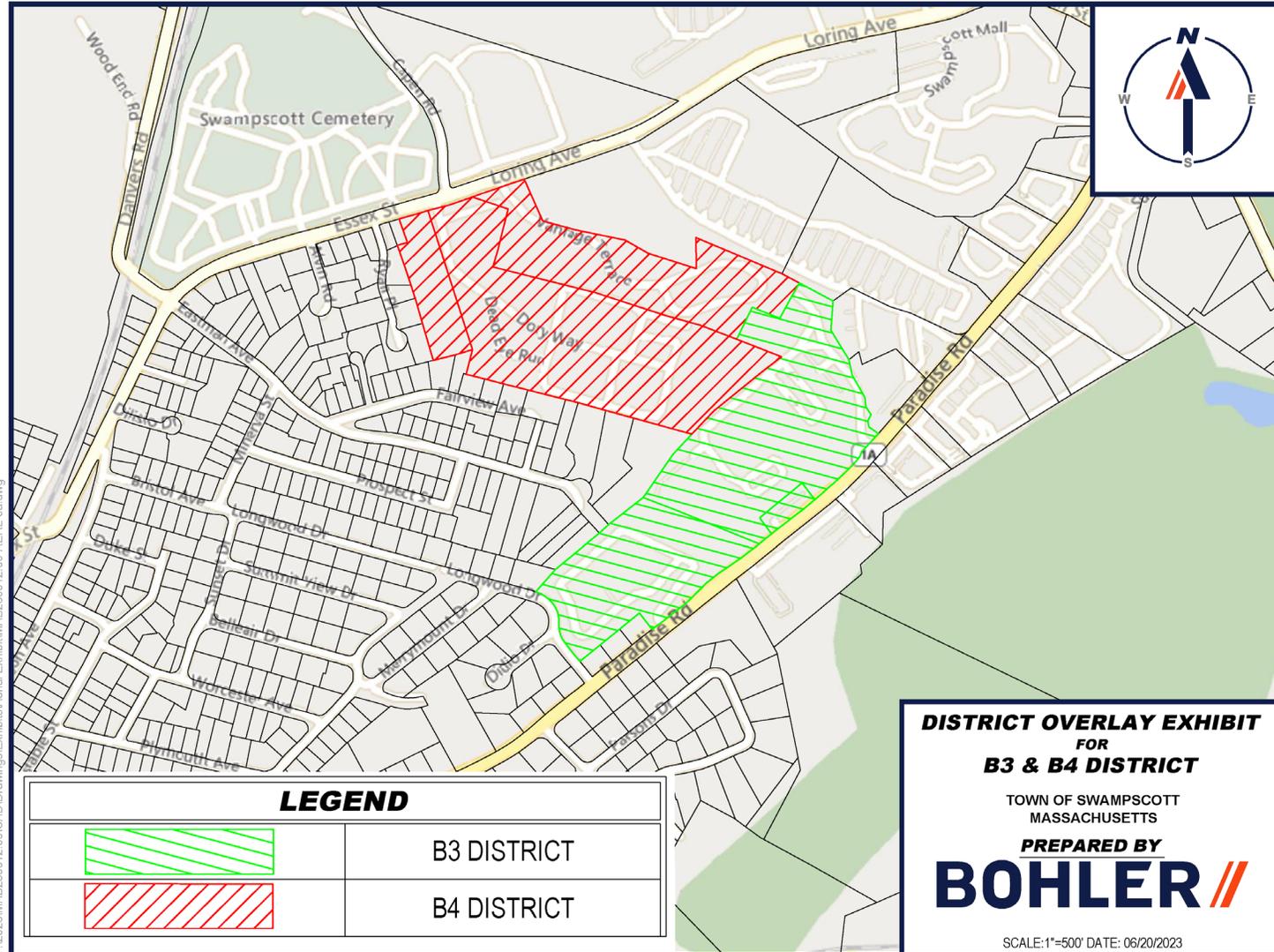
| | District 1 (B2) | District 2 (B3) | District 3 (B4) |
|-------------------------------------|------------------|-----------------|-----------------|
| District Size (acres) | 6.5 | 17.0 | 21.1 |
| Final Unit Capacity Per District | 139 | 424 | 528 |
| Density (units/acre) | 21.4 | 25 | 25 |

District 1



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District 2 and 3



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Compliance Schedule

To date we met compliance with the following:

- * Provided update to Select Board on Multi Family Legislation
- * Created an Action Plan to comply with legislation
- * Received approval from DHCD on Action Plan for compliance with legislation
- * Planning Board held meetings and discussed the proposed overlay districts

The following tasks/items need to be achieved to reach full compliance:

- * Select Board to review and comment on proposed overly zoning districts
 - * Planning Board to draft Multi-Family Overlay District zoning
 - * Executive Office of Housing and Livable Communities (EOHLC) and town counsel to review proposed zoning and districts
 - * Town Meeting to adopt zoning that will allow multi family housing as of right in accordance with Section 3A of the Zoning Act (MGL Ch.40 A)
- * Deadline for adoption of compliant zoning amendment is December 31, 2024.
- * Failure to comply makes us ineligible for MassWorks, Local Capital Projects Funds, and Housing Choice Initiatives grant funding



Questions?

**INTERMUNICIPAL AGREEMENT BETWEEN THE
TOWNS OF SWAMPSCOTT AND MARBLEHEAD
FOR SHARED BUILDING COMMISSIONER SERVICES**

THIS AGREEMENT dated as of _____, 2023 (“Agreement”) by and between the **TOWN OF SWAMPSCOTT**, a Massachusetts municipal corporation, acting by and through its Select Board (hereinafter referred to as “SWAMPSCOTT”), and the **TOWN OF MARBLEHEAD**, a Massachusetts municipal corporation, acting by and through its Select Board (hereinafter referred to as “MARBLEHEAD”) (collectively, the parties shall hereinafter be referred to as the “Municipalities”).

WHEREAS, the Municipalities have each determined that it is mutually beneficial to share between them the services and costs of a Building Commissioner as more fully described hereinafter;

WHEREAS, SWAMPSCOTT is willing and capable serving as the Lead Party;

WHEREAS, each Municipality has authority to enter into this Agreement pursuant to G.L. c. 40, §4A and has obtained authorization by vote of its Board of Selectmen/Select Board as attested to by certified copies thereof attached hereto in Appendix A;

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. PURPOSE

The purpose of this Agreement is to establish a contractual relationship between the Municipalities for a shared Building Commissioner and for shared associated costs and expenses.

2. LEAD PARTY

A. The Municipalities hereby designate SWAMPSCOTT as the lead party (hereinafter the “Lead Party”).

B. The Lead Party shall:

1. Employ through its standard personnel practices a full-time Building Commissioner. At the execution hereof the parties agree that SWAMPSCOTT currently employs a full time Building Commissioner. In the event the position becomes vacant during the term of this Agreement, all necessary steps in the hiring process of the Building Commissioner and maintenance of related employment records shall be the responsibility of the Lead Party; however, the Building Commissioner shall be hired with the mutual agreement of the Municipalities, with each Municipality having, inter alia, the opportunity to: a) review and comment on each qualified candidate’s resume; and b) participate in candidate interviews. SWAMPSCOTT’s appointment would be made by vote of the Select Board as recommended by the Town Administrator in SWAMPSCOTT, with the rate of pay in accordance with the

personnel policies in SWAMPSCOTT. MARBLEHEAD's appointment would be made by vote of its Select Board.

2. Provide all fringe benefits to which the Building Commissioner is entitled under the Lead Party's standard personnel practices.
3. Maintain separate, accurate, and comprehensive records of all services performed by the Building Commissioner for each Municipality and all funds received by the Lead Party from MARBLEHEAD pursuant to this agreement. All bills and payrolls submitted for work done under this Agreement shall be plainly marked to indicate that the work was done under the authority hereof.

3. THE SHARED BUILDING COMMISSIONER

- A. The Building Commissioner shall perform for each Municipality the duties listed in the job descriptions attached hereto in Appendix B. Changes to the job description in SWAMPSCOTT shall be made in accordance with the procedures established in the SWAMPSCOTT Personnel Policy. Changes to the job description in MARBLEHEAD shall not be made without the approval of the MARBLEHEAD Select Board. Any proposed changes to the job descriptions that would materially affect the Commissioner's work schedule or availability to the other community shall not be made without the mutual agreement of the Towns.
- B. The Building Commissioner shall provide services for each Municipality as follows: An average of **16 hours per week** on behalf of MARBLEHEAD and the remainder on behalf of SWAMPSCOTT (hereinafter referred to as "Staffing Schedule"). The parties acknowledge that sometimes the work will include more or less than 16 hours and that the foregoing is an average. The details of the Staffing Schedule, including rate of pay, hours or work, and availability for inquiries in each Municipality, shall be determined jointly by the Town Administrators of the Municipalities.

Supervision of the duties and responsibilities of the Building Commissioner in SWAMPSCOTT shall be provided by the Town Administrator or their designee. Supervision of the duties and responsibilities of the Building Commissioner in MARBLEHEAD shall be provided by Town Administrator or their designee.

- C. While providing services in or for MARBLEHEAD under this Agreement, the Building Commissioner shall be deemed to be engaged in the service and employment of the Lead Party, notwithstanding that such service activity or undertaking is being performed in or for MARBLEHEAD.
- D. The Building Commissioner shall prepare and submit biweekly timesheets to the Lead Party in accordance with the schedule and policy for payroll processing. The time spent on behalf of MARBLEHEAD for each payroll period shall bear the signature of the MARBLEHEAD Town Administrator or their written designee.
- E. An annual performance evaluation of the Building Commissioner will be prepared by the Lead Party with input from MARBLEHEAD's Town Administrator or their designee in

the other Municipalities. Any disciplinary action rising to the level of potential suspension or termination of the Building Commissioner shall be by the Lead Party in accordance with its standard personnel practices, but such decisions shall be made in consultation with the other Municipality.

4. ALL PARTIES

- A. Notwithstanding any other provision of this Agreement, each Municipality, at its own cost and expense, shall provide the Building Commissioner with the necessary office space, office equipment and supplies, software, applications and forms, and other tools, equipment and materials necessary for the performance of services in or for that Municipality.
- B. Each Municipality shall supply the Building Commissioner with access to complete copies, including supplements and revisions, of its respective personnel contacts and agreements, records and files, support documents and by-laws.
- C. All files, including closed and inactive files, records and support documents shall be permanently stored at the office of the generating Municipality.
- D. The Municipalities agree to allow the Building Commissioner to use such vacation, sick and personal days and other paid leave as he/she may be entitled to receive under the standard personnel practices of the Lead Party. No Municipality shall make any demand on or take any action with respect to the Building Commissioner that is in violation of his/her rights under personnel policies of the Lead Party or under any applicable legislation.
- E. Prior to January 15 of each year of this Agreement, the Lead Municipality, with the assistance of the Building Commissioner, will annually prepare a report of the activities of the Building Commissioner during the preceding 12-month period.

5. TERM /TERMINATION

- A. The initial term of this Agreement shall begin as of the date first above written and extend through **June 30, 2024** (the “Initial Term”). Thereafter, the term of this Agreement shall automatically renew on an annual basis for an additional one-year term (“Extended Terms”), with said terms beginning on July 1 of each year, unless either party, by vote of its Select Board, by no later than January 15th of each year, votes to withdraw from the Agreement.
- B. In the event that either Municipality votes not to renew this Agreement during either the Initial Term or an Extended Term, this Agreement shall terminate effective June 30th of that year. Both Municipalities shall continue to perform all obligations under this Agreement until the effective date of termination. The Lead Party shall prepare a full statement of each Municipality’s outstanding financial obligations for the remainder of the then current fiscal year with any final payments due within thirty (30) days of the end of the current fiscal year.

- C. If a Municipality defaults on payment of any assessment or otherwise breaches this Agreement during either the Initial Term or an Extended Term, such Municipality shall be subject to termination upon a written determination of the Town Manager/Administrator of the Lead Municipality. Upon termination, the Lead Municipality shall prepare a full statement of the terminated Municipality's outstanding unpaid financial obligations for the remainder of the then current term and present the same to the terminated Municipality for payment within thirty (30) days thereafter.
- D. Termination or breach of this Agreement shall not relieve either Municipality from any obligations of indemnification that may have arisen hereunder prior to such termination or breach nor from any financial obligations that by agreement extends beyond the termination date.

6. BUDGET AND ASSESSMENTS

- A. The Lead Party shall establish for each fiscal year, subject to appropriation, the annual operating budget for the provision of shared Building Commissioner services (hereinafter "Budget"). The Budget shall include, but not be limited to, the cost of the Building Commissioner's wages, taxes, retirement contributions, health insurance, unemployment compensation, workers compensation, paid time off, recruitment costs, professional development, dues, cell phone, mileage reimbursement, training costs, and any other costs related to the proper functioning of this Agreement.
- B. MARBLEHEAD shall pay to SWAMPSCOTT **\$960 per week** and will make said payments on a quarterly basis for an average of 16 hours per week of work for the Building Commissioner's services. Said amount shall fully compensate SWAMPSCOTT for all of the services, costs and expenses associated with the Building Commissioner's work in MARBLEHEAD. SWAMPSCOTT shall be responsible to pay to the Building Commissioner for wages, taxes, retirement contributions, health insurance, unemployment compensation, workers compensation, paid time off, recruitment costs, professional development, dues, cell phone, mileage reimbursement, training costs, and any other costs related to the proper functioning of this Agreement.
- C. On the first of each **QUARTER** of this Agreement, MARBLEHEAD shall be assessed the amount due based upon the hours worked by the Building Commissioner in accordance with the rate set forth herein.
- D. In the event that the Commissioner staff position is vacant for some portion of the budget year, MARBLEHEAD's costs shall be prorated to exclude that period of time, and SWAMPSCOTT shall be under no obligation to provide services to MARBLEHEAD during the period of vacancy.
- E. By February 1st of each fiscal year, the designees of the Municipalities shall meet to agree on the Budget for the next fiscal year. The Budget and Fee Structure shall be reviewed and adjusted, if necessary, in accordance with each Municipality's typical annual budget process.

- F. Notwithstanding any other provision in this Agreement to the contrary, the Municipalities agree that, following dissolution or termination of this Agreement, MARBLEHEAD shall have no further obligation related to the Building Commissioner's retirement, unemployment and/or workers' compensation benefits that may have accrued while the Municipality was a party to this Agreement.

7. INDEMNIFICATION

- A. This Agreement is by and between the Municipalities which have executed it with the understanding that it is intended for their mutual benefit and is not intended to confer any express or implied benefits on any other person or entity. This Agreement is not intended to confer third-party beneficiary status on any person or entity.
- B. It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by the Municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.
- C. Notwithstanding the final sentence of G.L. c. 40, §4A, to the extent permitted by law, each Municipality (the "Indemnifying Municipality") separately agrees to indemnify the Lead Party, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Building Commissioner pursuant to this Agreement in or on behalf of the Indemnifying Municipality for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Building Commissioner while performing services for the Indemnifying Party. As to any claim or occurrence, the express indemnification set forth above shall be limited to the services provided by Building Commissioner for the specified Municipality.
- D. An Indemnifying Municipality's obligation to indemnify under this Section shall be limited to and benefited by the immunities or limitations of damages which may be extended to them by operation of law. Furthermore, the Indemnifying Municipality shall not be liable for any claims arising from the following:
 - a) Violations of state or federal civil rights statutes;
 - b) Violations of state or federal discrimination statutes;
 - c) Wrongful termination claims;
 - d) Violations of any state or federal statute dealing with employment practices; and
 - e) Claims that are covered by any insurance policy.

8. ASSIGNMENT

No party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the others.

9. CONFLICT RESOLUTION

The Town Administrator of the Municipalities shall confer periodically with one another in order to address matters of policy, operations and logistics as may be necessary. The Municipalities may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality and changes to the Staffing Schedule or Fee Schedule. Both Municipalities must agree, acting through their Boards of Selectmen/Select Boards, on any recommendations to adjust the Staffing Schedule or Fee Schedule or resolve a conflict.

10. AMENDMENTS

Except as otherwise expressly provided, this Agreement may be amended only by the unanimous written consent of all of the Municipalities as of the date of the Amendment. A proposed amendment must be approved by the governing body of each Party to be effective.

11. SEVERABILITY AND COMPLIANCE WITH APPLICABLE LAW

Should any term, portion, or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual the validity of the remaining parts terms portions or provisions or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby. The Municipalities further intend for this Agreement to be modified to comply with any applicable local, state or federal law should it be determined not to be in compliance and to remain binding between them as so modified. In particular, but without limiting the generality of the foregoing, the Municipalities intend for this Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof or change the way in which any party is required to pay its share of assessments. The Municipalities will remain bound hereunder subject to such modified terms.

12. NOTICES

Any notice permitted or required hereunder to be given or served on either Municipality shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand-delivery, upon the date of verified delivery by courier of package delivery service, or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

For SWAMPSCOTT: Town of SWAMPSCOTT
ATTN: Town Administrator
22 Monument Avenue
Swampscott, MA 01907

For MARBLEHEAD: Town of MARBLEHEAD
ATTN: Town Administrator
188 Washington Street

13. MISCELLANEOUS PROVISIONS

- A. Entire Understanding: This Agreement represents the entire understanding of the Municipalities with respect to its subject matter.
- B. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and venue for any action shall be in the Superior Court of Essex County.
- C. Binding Effect. All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of and be enforceable by the respective parties hereto, their successors and assigns.
- D. Headings. The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this Agreement.
- E. Joint Drafting. Each Municipality acknowledges that it has participated equally in the drafting of this Agreement and that each has or had consulted with legal counsel of its own choosing in entering into this agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and attested by their proper officers hereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

For the TOWN OF SWAMPSCOTT

By:  Date: 11/1/23

David Grishman
Title: Chair, Select Board

As Authorized by the Select Board

For the TOWN OF MARBLEHEAD

By: _____ Date: _____

Title: Chair, Select Board
As Authorized by the Select Board

October 17, 2023

**Request for permission to hold the Chanukah Run-a-Latke 5K in Swampscott on
December 17, 2023 at 10 am**

Dear Selectmen:

I am the race director for the annual Chanukah Run-a-Latke 5K. I have moved and I didn't think I could organize the race in 2023. Rabbi Yossi expressed to me how important it is that we do it again this year. So, I am very late in asking permission. I hope you can help! We are hoping to hold it Sunday, December 17, 2023 at 10 am, lasting until approximately noon, beginning and ending at the Chabad House on 44 Burrill Street. Organized on behalf of Chabad of the North Shore, it is a family-oriented event that will culminate in the lighting of the first candle of Chanukah.

The route map for the 5K loop is described below. The course will be marked out with cones and will be well marshaled. As race director, I will engage the police department to provide security. I would like permission to close that small section of Burrill Street from Thomas Street to Monument Street for one hour.

The purpose of the race is to encourage healthy living, spiritually and physically over the holiday season. But this year, it will be about so much more. It is essential that we come together as a people and feel the support of our communities..

Proposed route: Right on Burrill Street to Humphrey, left on Humphrey. Continue down Humphrey to Puritan Road. Follow Puritan Road back to Humphrey, and finish at 44 Burrill Street.

I hope that you will not only approve our plans, but join us on December 17! Feel free to contact me with any questions you may have.

Allie Vered
804 269 6900
allie.vered@gmail.com

Number
2023-27



Town of Swampscott
Office of the Select Board

This is to certify that Dockside Pub

**IS HEREBY GRANTED A
ONE DAY LIQUOR LICENSE**

to serve wines and malt beverages to patrons, aged 21 and over, attending the November 11th, 2023, Veteran's Day Celebration on Town Hall Lawn (22 Monument Avenue), in Swampscott, MA 01907. There will be a designated area for the event and patrons with alcohol must remain within this area. The server is required to check IDs and use wrist bands/stamps. Sales are permitted between the hours of 1:00PM and 5:00PM. This document certifies that the applicant and additional servers are TIPS certified.

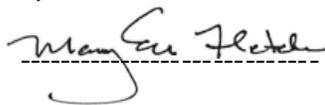
A rain date of November 12th, 2023, between the hours of 1:00PM and 5:00PM has been approved.

Applicant Information:

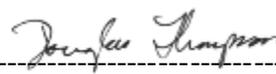
Andrew Ingemi
c/o Dockside Pub
7 Juniper Road
Salem, MA 01970











Issued: November 1, 2023

Local Licensing Authority