



TOWN OF SWAMPSCOTT
SELECT BOARD REGULAR SESSION MINUTES
JANUARY 11, 2023 – 6:00 P.M.
SWAMPSCOTT HIGH SCHOOL, 200 ESSEX ST., ROOM B129

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

MEMBERS ABSENT: NONE

OTHER TOWN OFFICIALS PRESENT: SEAN FITZGERALD, TOWN ADMINISTRATOR, HUMAN RESOURCES DIRECTOR/ASSISTANT TOWN ADMINISTRATOR PETE KANE

OTHER: RABBI MICHAEL RAGOZIN, CONGREGATION SHIRAT HAYAM

- A. PUBLIC COMMENTS:** **AARON BERDOFE**, 11 JUNIPER RD., RE: SWAMPSCOTT POLICE BODY CAMERA POLICY SPECIFICALLY TURNING THEM ON AND IF & HOW THE PUBLIC CAN GET ACCESS TO RECORDINGS. IF THERE ISN'T ONE, CAN THE TOWN AND POLICE DEPT. PUT ONE IN PLACE? MR. DUFFY STATED THEY WILL FOLLOW UP.
- B. NEW & OLD BUSINESS:**
- 1. DISCUSSION OF ANTI-SEMITIC INCIDENT ON 1/6/23:** A SWASTIKA WAS SPRAY PAINTED ON THE SIDEWALK IN FRONT OF A HOME ON REDINGTON STREET. THERE WILL BE A NO PLACE FOR HATE RALLY TOMORROW EVENING AT 5:00 ON MONUMENT AVE. LAST YEAR, TA FITZGERALD & MR. DUFFY ATTENDED A VIRTUAL SUMMIT SPONSORED BY THE LAPPEN FOUNDATION AND AGREED TO FOLLOW UP ON SUGGESTIONS, INCLUDING ADOPTING JANUARY AS INTERNATIONAL HOLOCAUST REMEMBRANCE MONTH AND JANUARY 27TH AS HOLOCAUST REMEMBRANCE DAY. FROM THE IHRA (INTERNATIONAL HOLOCAUST REMEMBRANCE ALLIANCE), THE FIRST STEP IS TO HAVE CLARITY AS TO WHAT ANTI-SEMITISM IS AS UP TO 1/3 OF CITIZENS HAVE NOT HEARD THE TERM. A LOT OF INCIDENTS ARE OCCURRING IN SCHOOLS AROUND THE COUNTRY. RABBI RAGOZIN THANKED TA FITZGERALD AND THE SELECT BOARD FOR THE RATIFICATION OF THIS PROCLAMATION. HE IS PROUD TO LIVE IN A TOWN THAT RESPONDS TO HATE THIS WAY AND HOPES WE CAN ALL STAND TOGETHER AND RESPOND IN SIMILAR FASHION. BOARD MEMBERS COMMENTED THAT HATE HAS NO PLACE IN SWAMPSCOTT, THAT IT IS A LEARNED BEHAVIOR AND WE NEED TO FIGHT IT WITH EDUCATION AND LOVE OUR NEIGHBORS REGARDLESS OF RACE, SEXUAL ORIENTATION OR RELIGION; SOCIETY HAS BECOME NUMB, IT'S IN POLITICS AND ON TV. THERE WAS A DISCUSSION ON HOW THE COMMUNITY CAN PROACTIVELY CONTINUE THIS DIALOGUE. THE RABBI FEELS WE SHOULD RECORD IMAGES/PROFANITY TO BALANCE THE NEED OF PEOPLE WHO DON'T WANT TO SEE THEM WITH THOSE WHO DO IN ORDER TO EDUCATE OTHERS. HE ALSO THANKED SWAMPSCOTT POLICE, DETECTIVE DELANO AND CHIEF QUESADA AS THEY HAVE BEEN INCREDIBLY SUPPORTIVE AND REPRESENT THE TOWN WELL. BOARD MEMBERS READ THE PROCLAMATION ALOUD.
 - 2. ADOPTION OF:**
 - i. OFFICIAL DEFINITION OF ANTI-SEMITISM – “ANTI- SEMITISM IS A CERTAIN PERCEPTION OF JEWS WHICH MAY BE EXPRESSED AS HATRED TOWARD JEWS. RHETORICAL AND PHYSICAL MANIFESTATIONS OF ANTI-SEMITISM ARE DIRECTED TOWARD JEWISH OR NON-JEWISH INDIVIDUALS AND/OR THEIR PROPERTY, TOWARD JEWISH COMMUNITY INSTITUTIONS AND RELIGIOUS FACILITIES”.**
 - ii. JANUARY AS HOLOCAUST REMEMBRANCE MONTH**
 - iii. JANUARY 27TH AS HOLOCAUST REMEMBRANCE DAY**
 - 3. CONSERVATION RESTRICTION – ARCHER STREET PROPERTIES:** HUMAN RESOURCES DIRECTOR PETE KANE HAS BEEN HELPING TO MANAGE THESE ACQUISITIONS AND IS HERE TO TALK ABOUT THE CONSERVATION RESTRICTIONS. THERE ARE TWO OPTIONS: PLACING A RESTRICTION THAT LASTS 30 YEARS WHICH MEANS EVERY 30 YEARS, SOMEONE WILL HAVE TO RENEW THIS RESTRICTION AND, DEPENDING ON WHO IS ADMINISTRATING IT, MAY CHANGE THOSE RESTRICTIONS OR PLACING A PERMANENT OR IN-PERPETUITY, RESTRICTION. THIS OPTION MEANS THAT THE LAND WILL REMAIN IN ITS NATURAL STATE AND USED AS PASSIVE RECREATION FOREVER. THE OWNER AND STEWARD HAVE TO BE SEPARATE; AN OUTSIDE ENTITY IS REQUIRED, I.E. A COMMISSION OR BOARD OF THE TOWN CANNOT BE A STEWARD. THIS DRAFT CONTEMPLATES USING ESSEX COUNTY LAND TRUST (GREENBELT) AS THEY ARE STEWARDS OF MANY PROPERTIES, HAVE ALREADY REVIEWED THE PROPERTY, ARE ESTABLISHED AND KNOW HOW TO DEAL WITH ISSUES SUCH AS ENCROACHMENT BY ABUTTERS. THE TOWN IS STILL THE CARETAKER AND WILL BE ABLE TO CREATE WALKING TRAILS AND LET GROUPS HELP KEEP IT CLEAN. ONCE THE BOARD HAS REVIEWED THE DRAFT, TOWN COUNSEL WILL REVIEW AND THEN SEND TO ESSEX COUNTY LAND TRUST FOR THEIR REVIEW. MASS EOEEA HAS TO APPROVE IT. ONCE APPROVED, IT IS SIGNED AND RECORDED AND THE LAND TRUST TAKES OVER AS STEWARD. GREENBELT HAS ADVISED THAT IT IS BEST TO DO THE CONSERVATION RESTRICTIONS ONCE BOTH

PROPERTIES HAVE BEEN ACQUIRED. THIS DRAFT DOES NOT INCLUDE THE PARK SQ. LOT WE WERE GIFTED BUT CAN BE. BY PUTTING A CONSERVATION RESTRICTION ON THE PROPERTY, IT DEMONSTRATES THAT THE TOWN IS COMMITTED TO THAT LAND. MR. SPELLIOS ASKED IF THE TOWN CAN SET ASIDE AREAS FOR RESIDENTS TO PARK SO THEY CAN ENJOY IT? PER MR. KANE, LANGUAGE RESTRICTS USE OF ASPHALT BUT ALLOWS FOR CRUSHED STONE. THERE ARE THREE OTHER PARCELS OF OPEN SPACE IN TOWN THAT ARE GRANDFATHERED IN AND ARE HELD IN PERPETUITY.

4. SELECT BOARD & TOWN ADMINISTRATOR'S 2023 GOALS: LAST YEAR, SELECT BOARD SET GOALS AS DID INDIVIDUAL MEMBERS. TA FITZGERALD IS ALSO SETTING GOALS THAT FOLLOW THE BOARD'S GOALS AS WELL AS HIS OWN. THERE WAS A DISCUSSION ABOUT THE TA'S GOALS MEETING TIMELINES. MS. FLETCHER WOULD LIKE TO SEE TIMELINES ADJUSTED SO THE TA HAS MORE TIME TO FULFILL HIS GOALS BEFORE HIS ANNUAL REVIEW. MR. SPELLIOS WOULD LIKE TO CHANGE THE TA'S REVIEW PERIOD AS WELL. BOARD GOALS:

i. MR. DUFFY:

- DEVELOPMENT & COMPLETION OF A CLIMATE ACTION PLAN
- ARPA FUNDS USES
- HAWTHORNE & HADLEY SCHOOL FUTURE USES & STEPS TO GET THERE

ii. MS. FLETCHER:

- BETTER COMMUNICATION RE: TOWN'S FINANCIAL POSITION. SHE WOULD LIKE TO SEE A FULL, UPDATED FINANCIAL PLAN, FINANCES REVIEWED IN NOVEMBER
- RECEIVE BUDGET ONE MONTH BEFORE THE ANNUAL TOWN MEETING SO MEMBERS HAVE A CHANCE TO REVIEW EVERYTHING
- USE OF TOWN'S WEBSITE TO IMPROVE COMMUNICATIONS
- CAPITAL PLAN – BRING UP FRONT
- DO A BETTER JOB WITH BOARDS/COMMISSIONS – GETTING INFORMATION TO THEM
- BY-LAW TO LIMIT THE LOSS OF COMMERCIAL PROPERTY
- RE-EVALUATE WORKING WITH SALEM OFFICIALS TO DEAL WITH THE GLOVER PROPERTY INCLUDING PASSIVE RECREATION USES
- A LONG-TERM VISION FOR VINNIN SQUARE WITH A LOOK AT THE POTENTIAL FOR VETERANS' AND SENIOR HOUSING
- SENIOR CENTER KITCHEN

iii. MR. GRISHMAN:

- ADDITIONAL INFRASTRUCTURE GOALS INCLUDING THE CLEAN-UP KING'S BEACH
- ADDRESS PUBLIC HOUSING & AFFORDABLE HOUSING, INCLUDING IMPROVEMENTS TO PUBLIC HOUSING AND MORE FUNDING FOR THEM. ASKED TA FITZGERALD TO MAKE IMPROVING PUBLIC HOUSING A GOAL OF BOTH HIS AND THE SELECT BOARD
- IMPROVE SENIOR CENTER FUNDING: WE NEED TO DO A BETTER JOB ENGAGING AND INTERACTING WITH SENIORS
- IMPROVEMENTS IN INVESTMENTS IN VETERANS AND IN VETERAN'S SERVICES INCLUDING AFFORDABLE HOUSING FOR VETERANS, IMPROVEMENTS TO VETERANS CROSSING
- INVEST IN MORE NO/LOW-COST RECREATION EVENTS. HE WOULD LIKE TO SEE A FULL CALENDAR OF EVENTS TO BRING THE COMMUNITY TOGETHER INCLUDING VETERANS, PTOs, SCHOOLS FOR LARGE-SCALE EVENTS

iv. MS. PHELAN:

- HAWTHORNE & HADLEY SCHOOL: WOULD LIKE TO REVISIT HADLEY USES NOW THAT THE TOWN OWNS THE HAWTHORNE. PRIORITIES/USES MAY HAVE CHANGED
- COMMUNITY ENGAGEMENT ISSUES: LEAD FOLKS WHO ARE LESS OR UNENGAGED INTO THESE CONVERSATIONS AND GET THEM INVOLVED

v. MR. SPELLIOS:

- KEEP CURRENT RESTRICTIONS IN PLACE SO SERVICES CAN BE MAINTAINED
- TALK ABOUT FINANCES SO RESIDENTS KNOW WHAT CHALLENGES AND CHOICES THE BOARD IS FACED WITH
- HADLEY SCHOOL – NEED TO START TALKING ABOUT THIS BEFORE IT BECOMES AN EMPTY, BLIGHTED PROPERTY
- HAWTHORNE – DISCUSSION FOR LONG- AND SHORT-TERM USES
- WORK WITH CHARLIE PATSIOS TO ADDRESS THE LACK OF STATE FUNDING TO HOUSING AUTHORITIES

vi. TA FITZGERALD:

- IMPROVE RESPONSIVENESS TO REQUESTS FOR INFORMATION, ENSURE ALL EMAIL AND PHONE CALLS RECEIVE A RESPONSE WITHIN 24 HOURS.

- IMPROVE COMMUNICATIONS & COMMUNITY ENGAGEMENT
- ONGOING INVESTMENTS IN PUBLIC FACILITIES & TOWN PROPERTIES
- SUPPORT & PROMOTE AFFORDABLE HOUSING DEVELOPMENT
- CONTINUE IMPROVEMENT OF TOWN FINANCES
- STRENGTHEN HUMAN RESOURCES & STAFF SUPPORT
- ADVANCE CLIMATE RESILIENCY EFFORTS
- SUPPORT PUBLIC HEALTH & MENTAL HEALTH PROGRAMMING
- OTHER PROJECTS
 - CONTINUE ADVOCACY WITH MASSPORT
 - CONTINUE EFFORTS TO ADVOCATE & ADVANCE TOWN’S INTEREST WITH AGGREGATE INDUSTRIES’ REGULATIONS
 - DEVELOP A MASTER PLAN & STRATEGIES TO MAXIMIZE NEW GROWTH AND ENHANCE QUALITY OF LIFE IN VINNIN SQ.

THERE WAS A DISCUSSION ABOUT THE THINGS THE TA AND FINANCE TEAM WORK ON DAILY THAT MOST PEOPLE DON’T KNOW HAPPEN IN ORDER FOR THE TOWN TO KEEP GOING. TA FITZGERALD WILL HAVE THE INFORMATION ON HOW WATER & SEWER PIPE INFRASTRUCTURE IS WITHIN 3 MONTHS. HE ALSO DISCUSSED THE NEED TO KEEP UP WITH ADDRESSING HATE, KEEPING COMMUNITY EVENTS GOING; WHEN SETTING GOALS, THE NEED TO REALIZE A BUSY TOWN HAS AN IMPACT ON EVERYONE. IT IS IMPORTANT TO ADD THOSE PROJECTS & LIST WHAT WOULD HAPPEN IF WE STOPPED WORKING ON EXISTING CAPITAL PROJECTS. THERE WAS A DISCUSSION ABOUT WHY SOME PROJECTS TAKE LONG TO GET STARTED – THERE ARE NO PROJECT MANAGERS. MS. FLETCHER ADDRESSED CONCERNS WITH APPROPRIATING CAPITAL PROJECTS NOT GETTING STARTED. TA FITZGERALD EXPLAINED THAT FACILITIES DIRECTOR MAX KASPER HAS BEEN BUSY WORKING ON THE NEW SCHOOL PROJECT. MR. SPELLIOS THINKS WE SHOULD LOOK AT APPROPRIATING CAPITAL FUNDS TO PROJECT MANAGEMENT AS PER MASS. LAW. MR. DUFFY ASKED THAT BOARD MEMBERS SEND GOALS TO TA FITZGERALD BY FRI OR MON FOR 1/18’S MEETING.

C. APPROVAL OF CONSENT AGENDA:

- i. **ANTICIPATED 2023 POPULATION INCREASE**
- ii. **MINUTES OF THE REGULAR MEETINGS OF 12/21/22 & 12/27/22**

MS. PHELAN ASKED THAT HER HUSBAND BE ADDED TO THE TURKEY TROT MINUTES OF 12/21/22.

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED**: TO APPROVE THE CONSENT AGENDA WITH CHANGES TO 12/21/22 MINUTES: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION CARRIES.

D. TOWN ADMINISTRATOR’S REPORT:

- i. DEPARTMENT HEADS ARE SUBMITTING THEIR 2023 GOALS WHICH I WILL BE REVIEWING WITH THEM IN THE COMING WEEKS.
- ii. I HAVE BEEN MEETING WITH AMY SARRO AND PATRICK LUDDY REGULARLY AS THEY REVIEW DEPT. HEADS’ INITIAL BUDGETS. THIS YEAR’S BUDGET WILL BE VERY TIGHT AS WE ARE GRAPPLING WITH SOME SIGNIFICANT COLA INCREASES.
- iii. ERAC HAS RECOMMENDED EXTENDING THE CURRENT PERMIT ANOTHER 6 MOS. TO EXPIRE ON 6/30/23. WE ARE MEETING WITH TOWN COUNSEL TO DISCUSS STRATEGIES TO RESOLVE ONGOING CONCERNS WITH BLASTING.
- iv. JARED WILL BE MAILING THE ANNUAL CENSUS ALONG WITH DOG LICENSE RENEWALS SOON. BOTH SHOULD BE RETURNED AS SOON AS POSSIBLE. AN ACCURATE CENSUS COUNT HELPS THE TOWN APPLY FOR VARIOUS GRANTS. I AM ALSO WORKING WITH JARED ON HOW BEST TO COORDINATE ALL OF THE BUSY RESPONSIBILITIES OF THE TOWN CLERK’S FUNCTIONS.
- v. RESIDENTS ARE ENCOURAGED TO USE THE TWO FREE COMPOST BINS, LOCATED OUTSIDE THE POLICE DEPT. AND BY THE DOG PARK. BLACK EARTH COMPOST WILL PICK UP AT YOUR RESIDENCE FOR A FEE.
- vi. MASS COUNCIL ON AGING GRANTED THE SENIOR CENTER \$7,800 TO HELP RESIDENTS SELF-IDENTIFY AS CAREGIVERS AND TO HOST A CAREGIVER RESOURCE FAIR IN MAY. THERE IS A PRESENTATION ON ACCESSORY DWELLING UNITS ON CABLE TV & SWAMPSCOTT TV’S YOUTUBE CHANNEL. SWAMPSCOTT FOR ALL AGES COMMITTEE IS DISCUSSING GOALS FOR THE THIRD YEAR OF THE AGING & DEMENTIA FRIENDLY ACTION PLAN.
- vii. CHECK OUT WWW.SWAMPSCOTTLIBRARY.ORG FOR A LIST OF THEIR MANY CLUBS.
- viii. THE PUBLIC ENGAGEMENT KICKOFF EVENT FOR POSSIBLE FUTURE USES OF THE HAWTHORNE PROPERTY IS SATURDAY, JANUARY 28TH AT THE HAWTHORNE. THE TIME WILL BE ANNOUNCED SOON.
- ix. MARTIN LUTHER KING DAY IS MONDAY. PLEASE VISIT THE LIBRARY FOR MORE INFORMATION ON DR. KING.

MS. PHELAN ASKED WHO RESIDENTS SHOULD CONTACT IF THEY'RE HAVING A PROBLEM WITH TRASH/RECYCLING BEING PICKED UP: CONTACT THE TA'S OFFICE DIRECTLY & WE WILL REACH OUT TO REPUBLIC AND DO OUR BEST TO GET IT PICKED UP THAT DAY.

MS. FLETCHER WOULD LIKE TO GET THE BUDGET EARLIER THAN 3/1 AS THE FINANCE COMMITTEE COMPLAINS THAT THEY GET IT LATE. TA FITZGERALD WILL SPEAK TO STAFF BUT THE SCHOOL DEPT DOESN'T SUBMIT THEIRS UNTIL 2ND WEEK OF FEB. IF WANT TO CHANGE TIMELINES, NEED TO TALK WITH FINANCE COMMITTEE. THE BUDGET IS BEING DEVELOPED 6 MOS. BEFORE IMPLEMENTATION.

E. SELECT BOARD TIME:

MR. DUFFY: NOTHING TO ADD.

MS. FLETCHER: 1. THE COMMISSION ON DISABILITY HAS MET FOR THE 3RD TIME AND ARE WORKING ON COMMUNICATION STRATEGIES AND WORKING WITH OTHER COMMITTEES. THEY WOULD LIKE TO KNOW WHO THE TOWN'S ADA COORDINATOR IS (MR. KANE); 2. THE SENIOR CENTER IS LOOKING TO START A VETERANS GROUP. THEY HAVE ALSO RECEIVED A GRANT TO HELP CAREGIVERS THAT WILL ALLOW THEM TO SEND INFORMATION OUT THAT WILL HELP GET CAREGIVERS MORE ASSISTANCE. THEY ARE HAVING A CAREGIVER EXPO ON 5/6. HEIDI WHEAR TOLD MS. FLETCHER THAT MOST PEOPLE DON'T REALIZE THAT THEY'RE CAREGIVERS AND SHE FEELS THE SENIOR CENTER CAN BE MORE SUPPORTIVE. MS. FLETCHER ALSO WANTS TO GET THE KITCHEN GOING; 3. SWAMPSCOTT FOR ALL AGES HELD A PROGRAM REGARDING ADUS WITH OVER 30 PEOPLE IN ATTENDANCE. THIS PRESENTATION WILL BE ON CABLE; 4. SWAC IS REQUESTING INFORMATION SO THEY CAN ANALYZE HOW SOLID WASTE IMPACTS THE TOWN. TA FITZGERALD HAS REACHED OUT TO FINANCE TEAM AND WILL FIND OUT HOW TO MAKE INVOICES AVAILABLE TO SWAC; 5. WHERE DO WE STAND WITH THE VETERANS LEASE? TA FITZGERALD SPOKE TO TOWN COUNSEL 2 WEEKS AGO. THE TOWN IS GOING TO ISSUE AN RFP WITHIN 30 DAYS. 6. THANKED FIRE DEPT. FOR LETTING HER AND MS. PHELAN TAKE A TOUR AND SPEAK TO THE CHIEF. THE CHIEF TOLD THEM THAT THE DEPT. WILL BE HIRING SOON. MS. FLETCHER WOULD LIKE AN UPDATE ON WHERE WE STAND WITH HIRING FOR BOTH POLICE & FIRE.

MR. GRISHMAN: SWAMPSCOTT FIRE DEPT. HIRING BROCHURE IS FULL OF INFORMATION, WOULD LIKE TO SEE THE POLICE DEPT. DO THE SAME. TA FITZGERALD RESPONDED THAT OVER 80 INDIVIDUALS HAVE SIGNED UP TO TAKE THE TEST AND HE WILL SHARE THE BROCHURE WITH CHIEF QUESADA.

MS. PHELAN: NOTHING TO ADD.

MR. SPELLIOS: RECEIVED A MESSAGE FROM A RESIDENT THAT THE POLICE UNION POSTED THAT THEY CELEBRATED NATIONAL LAW ENFORCEMENT DAY AND DIDN'T HEAR FROM ANYONE IN TOWN. TA FITZGERALD THANKED THE POLICE DEPT. AND COMMENTED THAT HE HOPES NO ONE USES THIS AS FURTHER DIVISION. MS. FLETCHER WOULD LIKE TO SEE THEM COME IN AND TALK ABOUT IT IF THEY ARE UNHAPPY. THIS DOESN'T BRING ANY PEACE TO THE COMMUNITY.

UPON **MOTION**, DULY MADE BY KATIE PHELAN, SECONDED BY DAVID GRISHMAN, IT WAS UNANIMOUSLY **VOTED:** TO ADJOURN AT 8:18 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

APPROVED BY THE SELECT BOARD 2/1/23

ATTACHMENTS:

HOLOCAUST REMEMBRANCE DAY/MONTH PROCLAMATION
CONSERVATION RESTRICTION FOR ARCHER STREET PROPERTIES
ABCC FORM REGARDING ANTICIPATED 2023 POPULATION INCREASE
TOWN ADMINISTRATOR'S REPORT



*INTERNATIONAL HOLOCAUST REMEMBRANCE DAY – JANUARY 27 &
HOLOCAUST EDUCATION MONTH – JANUARY
PROCLAMATION BY THE TOWN OF SWAMPSCOTT*

Whereas: THE TOWN OF SWAMPSCOTT WILL NEVER FORGET THE EVENTS OF THE HOLOCAUST, AND THE 6 MILLION JEWISH LIVES LOST IN THE MOST TRAGIC GENOCIDE IN MODERN HISTORY; AND

Whereas: ANTI-SEMITIC INCIDENTS CONTINUE TO INCREASE IN THE UNITED STATES, REACHING AN ALL-TIME HIGH IN 2021 WITH A TOTAL OF 2,717 INCIDENTS OF ASSAULT, HARASSMENT AND VANDALISM REPORTED TO THE ANTI-DEFAMATION LEAGUE. THIS REPRESENTS THE HIGHEST NUMBER OF INCIDENTS ON RECORD SINCE THE ADL BEGAN TRACKING THEM IN 1979 – AN AVERAGE OF MORE THAN SEVEN INCIDENTS PER DAY AND A 34 PERCENT INCREASE YEAR OVER LAST YEAR; AND

Whereas: THIS YEAR, ON INTERNATIONAL HOLOCAUST REMEMBRANCE DAY, JANUARY 27, 2023, WE COMMEMORATE THE 78TH ANNIVERSARY OF THE LIBERATION OF AUSCHWITZ-BIRKENAU DEATH CAMP; AND

Whereas: HONORING THE VICTIMS AND SURVIVORS BEGINS WITH OUR RENEWED RECOGNITION OF THE VALUE AND DIGNITY OF EACH PERSON, IT DEMANDS FROM US THE COURAGE TO PROTECT THE PERSECUTED AND SPEAK OUT AGAINST BIGOTRY AND HATRED; AND

Whereas: ON THIS ANNIVERSARY WE RECOMMIT OURSELVES TO COMBATING THE GLOBAL RISE IN ANTI-SEMITISM AND THE EVIL THAT THREATENS NOT ONLY THOSE OF JEWISH FAITH BUT THOSE OF ALL FAITH AND BACKGROUNDS; AND

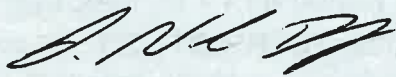
Whereas: RECENT ACTS OF HATE IN SWAMPSCOTT SERVE AS A PAINFUL REMINDER OF OUR OBLIGATION TO CONDEMN AND COMBAT RISING ANTI-SEMITISM IN ALL ITS FORMS, INCLUDING THE DENIAL OR TRIVIALIZATION OF THE HOLOCAUST; AND

Whereas: THIS ANNIVERSARY IS AN OPPORTUNITY TO REFLECT ON THE PROGRESS WE HAVE MADE CONFRONTING THIS TERRIBLE CHAPTER IN HUMAN HISTORY AND ON OUR CONTINUING EFFORTS TO END GENOCIDE; AND

Whereas: THE DEFINITION OF ANTI-SEMITISM READS AS FOLLOWS: "ANTI-SEMITISM IS A CERTAIN PERCEPTION OF JEWS WHICH MAY BE EXPRESSED AS HATRED TOWARD JEWS. RHETORICAL AND PHYSICAL MANIFESTATIONS OF ANTI-SEMITISM ARE DIRECTED TOWARD JEWISH OR NON-JEWISH INDIVIDUALS AND/OR THEIR PROPERTY, TOWARD JEWISH COMMUNITY INSTITUTIONS AND RELIGIOUS FACILITIES"; AND

Now, Therefore: ON BEHALF OF THE ENTIRE SELECT BOARD, WE DO HEREBY PROCLAIM JANUARY 27, 2023 AS INTERNATIONAL HOLOCAUST REMEMBRANCE DAY AND THE MONTH OF JANUARY AS HOLOCAUST EDUCATION MONTH IN THE TOWN OF SWAMPSCOTT, MASSACHUSETTS AND ENCOURAGE ALL FAITH BASED AND NON-PROFIT ORGANIZATIONS, RESIDENTS, BUSINESSES, AND PUBLIC INSTITUTIONS TO ACKNOWLEDGE, HONOR AND VALUE JEWISH PEOPLES' HISTORIC AND CURRENT CONTRIBUTIONS LOCALLY AND BEYOND, WHILE ALSO RECOGNIZING THE ONGOING AND INTERCONNECTED STRUGGLES OF ALL JEWISH COMMUNITIES LOCALLY AND BEYOND.

In Witness Whereof, WE HAVE HEREUNTO SET OUR HANDS AND CAUSED TO BE AFFIXED THE GREAT SEAL OF THE TOWN OF SWAMPSCOTT, MASSACHUSETTS, THIS 11TH DAY OF JANUARY 2023.



NEAL DUFFY
CHAIR, SELECT BOARD



DAVID GRISHMAN
VICE CHAIR, SELECT BOARD



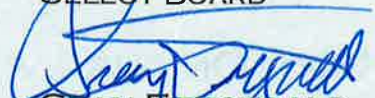
MARY ELLEN FLETCHER
SELECT BOARD



CATHERINE PHELAN
SELECT BOARD



PETER SPELLIOS
SELECT BOARD



SEAN FITZGERALD
TOWN ADMINISTRATOR



GRANTOR: Town of Swampscott
GRANTEE: Greenbelt
ADDRESS OF PREMISES: Archer Street, Swampscott
FOR GRANTOR’S TITLE SEE: Essex County
Registry of Deeds at Book _____, Page _____.

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

Town of Swampscott, 22 Monument Avenue, Swampscott, Essex County, being the sole owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for my successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to Greenbelt, 82 Eastern Avenue, P.O. Box 1026, Essex, Essex County, their permitted successors and assigns (“Grantee”), for [*Enter the amount of the consideration or enter “for nominal consideration” or “for charitable consideration as this conveyance is to be considered and characterized as a gift [in accordance with 26.U.S.C. Section 170(h)]” but DO NOT use “and other valuable consideration”*], IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Swampscott containing the entirety of the ~9 acres of land (“Premises”), which Premises is more particularly described in Exhibit A¹ and shown in the attached reduced copy of a survey plan in Exhibit B², both of which are incorporated herein and attached hereto.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition, and available for passive outdoor recreation use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of Swampscott and the protection of the Premises will enhance the open-space value of

¹ The Legal Description of a CR must contain metes and bounds measurements pursuant to MGL c. 184 s. 26(c) – this requirement can be satisfied with a narrative metes and bounds description OR with a reference to a recorded plan that contains metes and bounds measurements. When using a plan, identify the following: the name or label for the pertinent parcel or CR area, the title of the plan, etc.

² If a recorded plan is being used as the legal description, attach a reduced copy of the recorded plan in Exhibit B. The CR area and any excluded areas or building envelopes must be clearly marked.

these and nearby lands. The Premises is located within a densely-developed residential area of the community. The protection of this space provides for additional natural land area for the benefit of the neighborhood and community.

- Public Access. Public access to the Premises will be allowed for passive recreation by residents and visitors to the area.
- Wetlands. The deciduous wooded swamp wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. The perpetual conservation restriction on the Premises meets the conservation purposes identified by the IRS in 26 CFR 1.170A-14(d)(1) as it “preserves the land area for outdoor recreation by, or the education of, the general public” as well as “the preservation of certain open space (including farmland and forest land).” The conservation of the Premises achieves the “Support the statewide trails initiative” goal outlined in the “2017 Statewide Comprehensive Outdoor Recreation Plan.” In addition to the Commonwealth’s plan, it also meets a number of the goals identified in the “Swampscott Open Space & Recreation Plan Update, 2021-2028”: “Expand and improve open spaces and recreation facilities,” “Preserve the scenic character of the town,” and “Strengthen environmental protection.”

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;

4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles for more than 24 hours, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises at least 100 feet from all wetlands;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Indigenous Cultural Practices. With prior written notice *or* approval of the Grantee, allowing indigenous peoples to:
 - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
 - b. Harvest plant-life for traditional cultural practices, using methods which, in the sole judgment of the Grantee, ensure sustainable populations of the harvested species within the Premises, including regrowth and replanting;
6. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
7. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to six (6) feet in width overall, with a treadway up to three (3) feet in width.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.

- c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
8. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
9. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments or as necessary for engaging in vegetation management or other maintenance activities;
10. Outdoor Passive Recreational and Educational Activities. Hiking, horseback riding, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;
11. Green Energy. With prior written approval of the Grantee, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions (“Green Energy Structures”) to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantee will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not

in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.

2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises

resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.10. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.10. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

[This language to be used for a CR for which NO deduction will be taken] Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The

proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment.

[This language to be used for a CR for which the Grantee is receiving no proportionate value]
Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;

3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction’s perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a “qualified conservation contribution” or “interest in land” under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a “qualified organization” or “eligible donee” under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Swampscott and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Town of Swampscott
c/o Select Board

22 Monument Avenue
Swampscott, MA 01907

To Grantee: Greenbelt
82 Eastern Avenue
P.O. Box 1026
Essex, MA 01929

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee

and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

C. Subordination

The Grantor shall record at the applicable registry of deeds or shall register in the applicable land court registry district simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

OR

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26

U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grantor

Grantee Acceptance

Approval of Select Board

Approval of the Town Meeting

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

WITNESS my hand and seal this ____ day of _____, 2023,

_____, duly authorized

Sean Fitzgerald, Town Administrator
Town of Swampscott

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

GRANT AND APPROVAL OF SWAMPSCOTT SELECT BOARD

[Use this signature page if Grantor is a Town]

We, the undersigned, being a majority of the Select Board of the Town of Swampscott, Massachusetts, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve in the public interest and grant the foregoing Conservation Restriction to Greenbelt pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws and do hereby approve in the public interest and grant the foregoing Conservation Restriction.

TOWN OF SWAMPSCOTT SELECT BOARD:

Neal Duffy, Chair

David Grishman, Vice Chair

Catherine Phelan, Member

MaryEllen Fletcher, Member

Peter Spellios, Member

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding

or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from the Town of Swampscott was accepted by Greenbelt this _____ day of _____, 2023.

By: _____
[Enter name]

Its: _____, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF SWAMPSCOTT SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Swampscott, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve the foregoing Conservation Restriction from the Town of Swampscott to Greenbelt in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF SWAMPSCOTT SELECT BOARD

Neal Duffy, Chair

David Grishman, Vice Chair

Catherine Phelan, Member

MaryEllen Fletcher, Member

Peter Spellios, Member

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from the Town of Swampscott to Greenbelt in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2023

Bethany A. Card
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Bethany A. Card, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The land in Swampscott, Massachusetts, containing 9.846 acres, +/-, shown as:

1. “Lot 1” (4.598 acres) and “Lot 40” (0.301 acres) on a plan of land titled “Boundary Survey Plan of Land, Town of Swampscott, Archer Street, Maps 7 & 10, Lots 1 & 40”, dated October 26, 2022, by Gerry Holdright, PLS, of Control Point Associates, Inc., 352 Turnpike Road, Southborough, MA 01772, recorded at the Essex County Registry of Deeds; and
2. “Lots 213-248, 250-255, and 2” (4.947 acres) on a plan of land titled “Plan of Land, Town of Swampscott, Archer Street, Map 7, Lots 2, 213-248 and Lots 250-255”, dated October 13, 2022, by Gerry Holdright, PLS, of Control Point Associates, Inc., 352 Turnpike Road, Southborough, MA 01772, recorded at the Essex County Registry of Deeds.

EXHIBIT B

Reduced Copy Plan of Premises

For official full size plan see Essex Registry of Deeds Plan Book 41269 Page 424 and Plan Book
___ Page ___

RETAIL LIQUOR LICENSE RENEWAL APPLICATION GUIDELINES

Without exception, all annual alcoholic beverages **licensees** are required to renew their alcoholic beverages license by **November 30th** of each year.

All retail license renewal applications must be signed by an authorized corporate officer, individual or partner and filed with the Local Licensing Authority between November 1st and November 30th. Licensees who are in the process of transferring their licenses are required to file the renewal application until the transfer has occurred and they are no longer the licensee of record.

Licensees are responsible for correcting any differences between their files and the ABCC license file on the renewal application in red ink. An LLA Certification Form / Form 43 verifying these changes have been ABCC approved must be attached to the license renewal application in order to change the official ABCC license file. Please **mail** those corrections along with the renewal packet to the ABCC.

All on-premises M.G.L. c. 138, §12 licensees must provide proof of the required liquor liability insurance and a copy of the required Fire Safety Inspection Certificate to the Local Licensing Authorities. Please do not forward the Fire Safety Certificates, Insurance Certificates, or License Certificates to the ABCC. You should keep these forms for your records.

Please mail the completed below form, all completed renewal certificate forms, and any corrective forms to the ABCC no later than January 16th, 2022 with no staples included.

ABCC
c/o Licensing Department
95 Fourth Street, Suite 3
Chelsea, MA 02150

Any renewal application not signed and filed by November 30th will be treated as a New License.

If renewal application becomes a new license for failure to meet the November 30th signing deadline, it will be subject to all the procedures set forth under Chapter 138, §15A.

ANY QUESTIONS REGARDING THE ABOVE GUIDELINES SHOULD BE DIRECTED TO HURSHEL LANGHAM AT EXT. 719 or SABRINA LUC AT EXT. 721

Ralph Sacramone, Executive Director

RENEWAL CERTIFICATION 2023

CITY/TOWN:

A. LICENSEES WHO FAILED TO RENEW FOR 2023:

LICENSE #:	LICENSEE CORPORATE NAME AND ADDRESS:
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

B. LICENSEES DISAPPROVED BY THE CITY/TOWN FOR 2023:

LICENSE #:	LICENSEE CORPORATE NAME AND ADDRESS:
<input type="text" value="00017-PK-1256"/>	<input type="text" value="C AND L PKG STORE INC - 26 28 NEW OCEAN STREET"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

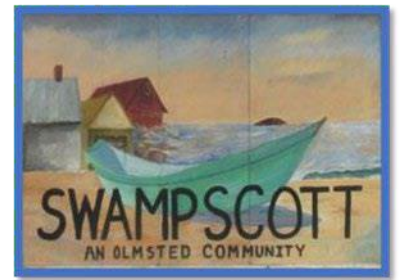
We hereby certify that the premises described in the 2023 renewal applications for the above mentioned municipality are now occupied, used or controlled by the licensee and will be on January 1, 2023. The 2021 Renewal Applications have been approved by the Local Licensing Authorities and forwarded to the ABCC.

The Local Licensing Authorities



Town of Swampscott

Office of the
Town Administrator
Elihu Thomson Administrative Building
22 Monument Avenue Swampscott, MA 01907



Sean R. Fitzgerald

Tel: (781) 596-8850

Swampscott Select Board
Town Administration
Building 22 Monument
Avenue
Swampscott, MA 01970

RE: January 11th 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.

DEPARTMENT HEAD GOALS

Department heads have been submitting their goals. I will be reviewing these in the coming weeks to ensure that they are in line with my own goals and those of the Select Board and will report back in the next few weeks.

FY 24 BUDGET

I have been meeting with Director of Finance & Admin, Amy Sarro, and Treasurer/Collector, Patrick Luddy, as we outline the FY24 budget. Meetings with Department Heads to review their initial proposed budgets are ongoing. This year's budget will be very tight as we are grappling with some significant increases with COLAs.

The proposed budget will be presented to the Board on Wednesday, March 1st.

AGGREGATE INDUSTRIES

ERAC is recommending that the Board extend the current permit another 6 months, expiring June 30, 2023 to give them time to review open items and discuss with the Board.

We will be meeting with Town Counsel to discuss some ongoing strategies for how best to resolve some ongoing concerns with the blasting.

TOWN CLERK

Town Clerk Jared LaLiberte is working on getting the annual census mailed. The mailer will include informational flyers from the Senior Center and Library as well as the annual Dog License renewal form. Please return the census and dog license renewal form with payment as soon as possible but no later than February 28th. It is vitally important for the Town to have an accurate count of residents. The census allows us to apply for grants.

Additionally, I met with Jared to discuss some of his ideas for how best to coordinate all of the busy responsibilities of the Town Clerk's functions.

HEALTH DEPARTMENT

Jeff Vaughan, Director of Public Health, is happy to report that our compost numbers have increased since we installed our two free compost bins have been in September. As per new state regulations, communities have to decrease solid waste output by increasing recycling and composting. If anyone has any questions regarding what they can and cannot be recycled, visit <https://www.swampscottma.gov/health/pages/what-can-be-recycled>. For information as to what can and cannot be composted, visit <https://www.swampscottma.gov/health/pages/composting-stations> or see Black Earth Composting's guide at <https://blackearthcompost.com/media/uploads/2019/09/26/BlackEarthCompostGuide.pdf>. While residents are encouraged to use the free compost, bins located at the Police Station & the dog park, they can also enroll in Black Earth's at-home compost program. This is a private pay program.

SENIOR CENTER

The Senior Center is as busy as always, coordinating an outreach effort with Swampscott Housing Authority that included caroling and having Santa at the Authority's Christmas Party, initiating an on-site Solo Support Group at the Machon and hoping to do the same at the Housing Authority.

Mass Council on Aging granted the Senior Center \$7,800 to help residents self-identify as caregivers and to host a Caregiver Resource Fair in May; there was a presentation at the Senior Center about Accessory Dwelling Units which will be aired on Cable TV and YouTube. The newly revamped Swampscott for All Ages Committee is discussing goals for the third year of the Aging and Dementia Friendly Action Plan.


LIBRARY

The Library hosts many clubs – 6 book clubs and 5 miscellaneous clubs as well as events for young children and teens. For information, visit www.swampscottlibrary.org.

HAWTHORNE

Last, but certainly not least, residents are encouraged to attend the Town's kickoff public engagement event for future uses of this property on Saturday, January 28th at the Hawthorne. The time will be announced shortly.

Respectfully Submitted,



Sean R. Fitzgerald
Town Administrator