



TOWN OF SWAMPSCOTT
SELECT BOARD REGULAR SESSION MINUTES
NOVEMBER 2, 2022 – 6:00 P.M.
SWAMPSCOTT HIGH SCHOOL, 200 ESSEX STREET
ROOM B129

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

MEMBERS ABSENT: PETER SPELLIOS

OTHER TOWN OFFICIALS PRESENT: SEAN FITZGERALD, TOWN ADMINISTRATOR; GINO CRESTA, DIRECTOR OF DPW/ASST. TOWN ADMINISTRATOR; ANGELICA NOBLE, POLICE/LIQUOR LICENSING; JARED LALIBERTE, TOWN CLERK, JOSEPH DOUILLETTE, SHS AV TEACHER/CABLE TV COORDINATOR, ETHAN RUNSTADLER, ASSISTANT CABLE TV COORDINATOR

A. **PUBLIC COMMENTS** – Ms. MARY DeCHILLO, 7 ROCKLAND ST.: 1) REMIND PEOPLE ABOUT VETERAN’S DAY EVENTS, INCLUDING THE MEMORIAL AT THE MONUMENT WHICH INCLUDES BOY & GIRL SCOUTS; 2) ENCOURAGES TA FITZGERALD TO INCREASE MILITARY CULTURAL COMPETENCE; 3) WOULD LIKE PEOPLE TO PAY ATTENTION TO THE ROLE OF THE VETERANS SERVICES OFFICER & SERVICES HE PROVIDES; 4) REMINDED THE BOARD THAT THE LEASE IS STILL PENDING AT VETERANS’ CROSSING; 5) ASKED THAT THE TOWN CONDUCT A NEEDS ASSESSMENT OF VETERANS & THEIR FAMILIES; 6) WOULD LIKE TO HAVE A VETERAN’S ADVISORY COMMITTEE AND A PLACE FOR THEM TO GATHER TO COLLABORATE & CREATE PUBLIC POLICIES; 7) WOULD LIKE THE TOWN TO CREATE ORAL HISTORIES, GET LIBRARY INVOLVED, MAYBE SET UP A MILITARY SECTION. 8) TOWN COMMITTEES SHOULD BE MINDFUL OF THE ROLES VETERANS CAN PLAY IN TOWN.

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

1.SCULPTURE ACCEPTANCE – THIS IS TABLED UNTIL NOVEMBER 16TH.

2.HAAS PROPERTY, ARCHER STREET, DEED SIGNING – THE HAAS PROPERTY CONSISTS OF 5 ACRES ON ARCHER ST. WHICH THE TOWN WAS AUTHORIZED TO PURCHASE AT SPECIAL TOWN MEETING IN JUNE. THE BOARD HAS TO ACCEPT AND SIGN THE DEED IN ORDER TO CLOSE. HRD/ATA PETE KANE & DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT MARZIE GALAZKA ARE CURRENTLY WORKING ON PLACING CONSERVATION RESTRICTIONS ON THE PROPERTY.

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY MARY ELLEN FLETCHER, IT WAS UNANIMOUSLY **VOTED**: THAT THE SELECT BOARD APPROVE THE DEED FROM JOYCE M. HAAS FOR PROPERTY LOCATED ON ARCHER STREET AND, FURTHER, EXECUTE THE ACCEPTANCE OF THE SELECT BOARD TO SAID DEED: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION PASSES.

3.CAFÉ AVELLINO PUBLIC HEARING – THIS APPLICATION IS TO ALLOW THEM TO SERVE LIQUOR OUTSIDE IN THEIR DINING AREA.

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY MARY ELLE FLETCHER, IT WAS UNANIMOUSLY **VOTED** TO OPEN THE PUBLIC HEARING AT 6:30 P.M. FOR THE ALTERATION OF PREMISE REQUEST FROM CAFÉ AVELLINO, 242 HUMPHREY STREET: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION PASSES.

ANGELICA NOBLE, SWAMPSCOTT POLICE/LIQUOR LICENSE ADMIN ASSISTANT GAVE A BRIEF PRESENTATION AND EXPLANATION FOR WHY THIS ALTERATION OF PREMISES IS REQUIRED, STATING THAT DURING THE PANDEMIC, THE GOVERNOR ALLOWED RESTAURANTS TO SERVE LIQUOR OUTSIDE ON SIDEWALKS. CAFÉ AVELLINO’S OWNER, TERESA FOUND THIS TO BE A GREAT SUCCESS. THE TEMPORARY ORDER EXPIRES IN APRIL AND THE ABCC IS REQUESTING THAT MUNICIPALITIES SUBMIT LICENSES TO MAKE OUTDOOR LIQUOR SERVICE PERMANENT. THIS WAS APPROVED AT TOWN MEETING. CURRENTLY, THERE ARE TWO OTHER BUSINESSES WHO IN VINNIN SQ. THAT WILL NEED TO SUBMIT REQUESTS IF THEY WANT TO CONTINUE SERVING LIQUOR OUTSIDE. MS. NOBLE HAS REACHED OUT TO THEM TO LET THEM KNOW. OTHER RESTAURANTS, INCLUDING G-BAR, POMONA, THAIRIFFIC, NJORD HAVEN AND ZEST FRIENDS ALREADY HAVE OUTDOOR LIQUOR LICENSE SERVICE TIED TO THEIR LICENSES.

UPON **MOTION**, DULY MADE BY MARY ELLEN FLETCHER, SECONDED BY DAVID GRISHMAN, IT WAS UNANIMOUSLY **VOTED** TO CLOSE THE PUBLIC HEARING AT 6:38 P.M. FOR THE ALTERATION OF PREMISE REQUEST FROM CAFÉ AVELLINO, 242 HUMPHREY STREET: ALL IN FAVOR YES. ANY OPPOSED NO. MOTION PASSES.

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED** TO: APPROVE CAFÉ AVELLINO’S ALTERATION OF PREMISES REQUEST ALLOWING FOR OUTDOOR LIQUOR SERVICE: ALL IN FAVOR YES. ANY OPPOSED NO. MOTION PASSES.

4. NEW ELEMENTARY SCHOOL CONTRACTOR BIDS – THE SCHOOL BUILDING COMMITTEE POSTPONED THEIR DISCUSSION REGARDING THE NEW ELEMENTARY SCHOOL CONTRACTOR BIDS SO THE SELECT BOARD IS TABLING ITS DISCUSSION UNTIL NOVEMBER 16TH.

5. COMMITTEE APPOINTMENTS

- i. **ANDREW’S CHAPEL RESTORATION COMMITTEE:** TA FITZGERALD STATED THAT ELIZABETH “BETTY” GALLO WILL BE A GREAT ADDITION TO THE ANDREW’S CHAPEL COMMITTEE AND RECOMMENDS HER APPOINTMENT FOR A THREE-YEAR TERM.
- ii. **RENEWABLE ENERGY:** TA FITZGERALD RECOMMENDS JONATHAN DAVIDS WHO HAS SERVED ON DIFFERENT COMMITTEES AND HAS A PASSION TO HELP THE TOWN THINK ABOUT WAYS WE CAN BE MORE RELIANT ON RENEWABLE ENERGY
- iii. **WAR MEMORIAL SCHOLARSHIP FUND:** SUSAN BISHOP HAS DONE WONDERFUL THINGS FOR VETERANS AND CURRENTLY ATTENDS MONTHLY MEETINGS OF VETERANS SERVICES ORGANIZATIONS AND IS HELPING TO REBOOT THE CONNECTION BETWEEN THE DIFFERENT GROUPS; JODY WATTS CARES ABOUT VETERANS AND IS SUPPORTIVE OF INITIATIVES. THIS SCHOLARSHIP IS GIVEN OUT ANNUALLY TO SWAMPSCOTT HIGH SCHOOL STUDENTS.
- iv. **ZONING BOARD OF APPEALS:** MR. MARC KONITZKY AND MS. HEATHER ROMAN HAVE BOTH SERVED ZBA FOR MANY YEARS, HEATHER HAS WORKED ON OTHER COMMITTEES. MARC IS A RE ATTY IN AREA. ND – WE APPOINTED HEATHER IN A PREVIOUS MEETING, MADE HER FULL, NEED TO MAKE HIM ASSOCIATE.

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY MARY ELLEN FLETCHER, IT WAS UNANIMOUSLY **VOTED** TO: APPROVE NEW APPOINTMENTS AS PRESENTED TO THE BOARD BY THE TOWN ADMINISTRATOR: MS. ELIZABETH GALLO, 3-YEAR TERM, MEMBER, ANDREW’S CHAPEL RESTORATION COMMITTEE; MR. JONATHAN DAVIDS, 3-YEAR TERM, MEMBER, RENEWABLE ENERGY COMMITTEE; MS. SUSAN BISHOP, 3-YEAR TERM, MEMBER AND MS. JODY WATTS, 3-YEAR TERM, MEMBER, TO THE WAR MEMORIAL SCHOLARSHIP FUND COMMITTEE; MR. MARC KORNITSKI, 5-YEAR TERM, ASSOCIATE MEMBER AND MS. HEATHER ROMAN, 5-YEAR TERM, MEMBER, TO THE ZONING BOARD OF APPEALS.: ALL IN FAVOR YES. ANY OPPOSED NO. MOTION PASSES.

6. BYOB/BROWN BAG POLICY – SINCE THE TOWN DOES NOT CURRENTLY HAVE A BYOB POLICY, BRINGING IN BEER & WINE IS ALLOWED BY RIGHT TO A BUSINESS THAT HAS A COMMON VICTUALLERS LICENSE. MS. NOBLE AND MS. GALAZKA HAVE DONE RESEARCH TO PUT TOGETHER A BASIC POLICY HAVING REACHED OUT TO 11 SURROUNDING CITIES & TOWNS AND PUTTING TOGETHER A POLICY THAT THEY FEEL WOULD WORK FOR SWAMPSCOTT. MS. NOBLE WOULD LIKE TO CHANGE THE HOURS OF CONSUMPTION IN THE DRAFT POLICY TO READ THAT HOURS OF CONSUMPTION FOLLOWS THE COMMON VICTUALLERS LICENSE HOURS. FOR VARIOUS REASONS, NOT EVERY RESTAURANT OWNER CAN GET A LIQUOR LICENSE. THERE WAS A DISCUSSION ABOUT THE POLICY, HOW MANY BYOB LICENSES ARE ALLOWED IN TOWN (NO MORE THAN FIVE), HOW MUCH LIQUOR PATRONS CAN BRING IN (750 ML OF WINE FOR UP TO TWO PATRONS), LANGUAGE REGARDING FINES (THE BOARD WOULD LIKE TO KEEP FINES THE SAME AS FULL LIQUOR LICENSE FINES), WHETHER TO REQUIRE CORI CHECKS (THIS IS NOT REQUIRED BECAUSE THE RESTAURANT IS NOT SERVING ALCOHOL BUT MS. PHELAN WOULD LIKE TO KEEP THIS POLICY/LICENSE AS CLOSE TO LIQUOR LICENSE POLICIES AS POSSIBLE), ANY TRAINING REQUIRED (TIPS, OR ANOTHER ACCREDITED TRAINING, WITH PROOF THAT MANAGERS AND SERVERS TOOK AND PASSED SAID TRAINING), THE PERMIT FEE (BOARD MEMBERS DON’T WANT TO MAKE IT SO CHEAP THAT OTHER RESTAURANTS WOULD RATHER PAY FOR THIS THAN A FULL LIQUOR LICENSE FEE OR MAKE IT A BURDEN ON SMALL BUSINESS OWNERS. MR. DUFFY SUGGESTS \$400.) AND EXPIRATION DATE (MS. NOBLE WOULD LIKE BYOBS TO EXPIRE AT THE END OF THE YEAR AS REGULAR LIQUOR LICENSES DO). TA FITZGERALD THINKS CIVIC/SOCIAL ORGANIZATIONS MAY LOOK INTO HAVING A BYOB LICENSE. THE TOWN CURRENTLY HAS 6 ALL-ALCOHOL LICENSES AVAILABLE AND WOULD LIKE TO GET THE WORD OUT THAT THERE ARE AVAILABLE PROPERTIES FOR THESE. MS. NOBLE IS GOING TO MAKE SUGGESTED LANGUAGE CHANGES AND FORWARD TO THE BOARD BEFORE THE NEXT MEETING.

7. OPEN SPECIAL TOWN MEETING

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED** TO: OPEN THE SPECIAL TOWN MEETING AND TO HOLD IT ON MONDAY, DECEMBER 5, 2022 AT 7:00 P.M.: ALL IN FAVOR YES. ANY OPPOSED NO. MOTION PASSES.

WE HOPE TO GET THE WARRANT CLOSED BY NOVEMBER 14TH. AMY SENT IN FOR CERTIFICATION BEFORE THE STATE DEADLINE OF SEPTEMBER 30TH SO WE SHOULD HEAR BACK SOON. THE FIN COM CHAIR & I SENT A LETTER TO DOR ASKING THAT THEY CERTIFY SO WE CAN HAVE ONE MEETING WITH ACTUAL FIGURES. IT’S HARD TO PREDICT HOW DOR WILL TREAT CERTAIN AMOUNTS DUE TO COVID. WE CURRENTLY HAVE 5 ARTICLES, NOT INCLUDING CAPITAL, FOUR OF WHICH INVOLVE FREE CASH.

ARTICLE 1 – AMEND APPROPRIATION FOR FY23 OPERATING BUDGET: AMEND THIS FY’S OPERATING BUDGET ONCE WE GET THE AMOUNT OF CHARGES FROM THE STATE FOR CHARTER SCHOOLS AND VARIOUS OTHER BILLS THAT HAVE TO BE ADJUSTED DURING TOWN MEETINGS. WE SHOULD HAVE THIS AMOUNT AT OUR NEXT MEETING.

ARTICLE 2 – TRANSFER OF FREE CASH, TAX RATES: WE LOOKED AT THE TOWN’S FINANCIAL POSITION WHILE SETTING THE TAX RATE. THIS ENSURES THAT WE ARE BALANCING THE BUDGET.

ARTICLE 3 – TRANSFER OF FREE CASH, OPEB: THIS IS FOR THE TOWN’S RESERVE FUNDS.

ARTICLE 4 – TRANSFER OF FREE CASH, COLLECTIVE BARGAINING AGREEMENTS: THIS IS TO ADDRESS THE SETTLEMENT OF ONE UNION; WE HAD A PRODUCTIVE DISCUSSION WITH THE FIRE UNION YESTERDAY BUT IT IS NOT CLEAR WHETHER OR NOT WE CAN REACH AN AGREEMENT BY THE BUDGET SUBMISSION FOR THE SPECIAL TOWN MEETING. WE CAN KEEP THIS ARTICLE IN THE WARRANT & FILL IN THE AMOUNT AT LAST MINUTE.

ARTICLE 5 – COMPENSATED ABSENCES RESERVE FUND: TA FITZGERALD MET WITH THE SUPERINTENDENT. WE NEED TO THINK ABOUT HOW RETIREMENTS AFFECT OPERATIVE BUDGETS WHEN A LONG-TIME EMPLOYEE RETIRES. THE BEST PRACTICE IS TO HAVE A COMPENSATED ABSENCE RESERVE FUND FOR UNANTICIPATED END OF EMPLOYMENTS WHICH PUT PRESSURE ON THE TOWN’S BUDGET EVEN IF IT’S A SCHOOL EMPLOYEE. A BUDGET OF \$250,000 WILL COVER UNANTICIPATED RETIREMENTS OF UP TO FIVE EMPLOYEES BUT WE WILL CONTINUE TO BUDGET FOR ANTICIPATED RETIREMENTS. THESE ARE STABILIZATION FUNDS. TA FITZGERALD IS TRYING TO ENSURE THAT OTHER INITIATIVES DON’T PAY THE PRICE IN BUDGET CUTS FOR UNANTICIPATED END OF EMPLOYMENTS. THIS CAN ONLY BE USED FOR THIS PURPOSE AND KP LAW PROVIDED THE LANGUAGE.

ARTICLE 6 – CAPITAL PROJECTS:

- #1 - ABBOTT PARK - \$100,000 WILL BE REIMBURSED. TA FITZGERALD WILL LOOK INTO WHETHER IT WILL BE REIMBURSED IN THIS FISCAL YEAR OR NEXT.
- #2 – ELEVATOR REPAIRS – WE ARE WITHDRAWING THIS ONE BECAUSE THERE IS A LOWER-COST ALTERNATIVE.
- #3 - REPAIRS TO TOWN HALL GARAGE: A FORKLIFT WENT THROUGH THE FLOOR DURING SWAMPTOBERFEST LAST YEAR. IT WAS DECIDED TO FIX BOTH SIDES. THE BROKEN SIDE WILL BE PAID FOR WITH INSURANCE FUNDS. THIS IS FOR THE OTHER SIDE. MAX KASPER, FACILITIES DIRECTOR, IS LOOKING INTO OPTIONS, INCLUDING FILLING IN THE BASEMENT, WHICH WAS ELIHU’S WORKSHOP. MS. FLETCHER QUESTIONED WHY THE YACHT CLUB ISN’T PAYING FOR THE DAMAGE THAT THEIR FORKLIFT CAUSED. TA FITZGERALD WILL SEE IF THE TOWN CAN SUBROGATE AGAINST THEM.
- #4 – LEAD SERVICE INVESTIGATION: DPW DIRECTOR, GINO CRESTA, HAS APPLIED FOR A STATE GRANT WHICH WILL REIMBURSE THE TOWN 100% FOR THIS.
- #5 - SAILBOATS/PADDLEBOARDS: SAILBOATS HAVE REACHED THEIR LIFECYCLE AND NEED TO BE REPLACED. WE WOULD ALSO LIKE TO GET ADDITIONAL PADDLEBOARDS SO AS TO MAKE SUP MORE AVAILABLE. MS. FLETCHER ASKED IF REVOLVING ACCOUNT FUNDS ARE BEING USED? TA FITZGERALD WILL LOOK INTO IT BUT MR. DUFFY BELIEVES THAT THE REVOLVING ACCOUNT CAN ONLY BE USED FOR PROGRAMMING. MS. FLETCHER ALSO ASKED IF A BUSINESS CAN SPONSOR A SAILBOAT.

ARTICLE 7 - ACCEPTANCE OF SUPREME COURT: THIS WILL BE PRESENTED BY THE PLANNING BOARD AND DPW DIRECTOR CRESTA. FINAL LANGUAGE FOR THIS ARTICLE SHOULD BE AVAILABLE BY NOVEMBER 16TH.

THERE WAS A DISCUSSION ABOUT AV UPGRADES TO THE AUDITORIUM. TA FITZGERALD SPOKE TO MR. DOUILLETTE ABOUT PUTTING POSSIBLY GENERATING ADDITIONAL REVENUE WITH THE UPCOMING CABLE LICENSE RENEWALS (COMCAST AND VERIZON). MR. DOUILLETTE AND MR. KASPER, FACILITIES DIRECTOR, WILL BE CO-PRESENTING A CAPITAL REQUEST AS FACILITY UPGRADES. THE AUDITORIUM IS USED FOR BOTH SCHOOL AND PUBLIC EVENTS. THERE WAS TALK ABOUT ALLOWING ONE-DAY LIQUOR LICENSES AT THE HIGH SCHOOL AS A WAY TO GENERATE SOME MONEY. MR. DOUILLETTE SPOKE TO THE PERSON WHO RUNS THE LYNN AUDITORIUM AND HAS SOME IDEAS. HE HAS ALSO TALKED TO THE DRAMA TEACHER TO MAKE SURE THAT HIS NEEDS WILL BE COVERED AS WELL. THE AUDITORIUM NEEDS A LOT OF SOUND AND LIGHTING UPGRADES. HE WOULD LIKE TO MAKE IT USABLE FOR COMMUNITY EVENTS AS WELL. THERE IS A LIST OF DONORS WHO SPONSORED CHAIRS. THIS WILL BE A TWO OR THREE PHASE PROJECT. MS. DECHILLO STATED THAT THE SCHOOL WAS DESIGNED SO CLASSES COULD BE CLOSED OFF, ALLOWING PUBLIC USE. THERE USED TO BE A RENTAL POLICY.

8. VERIZON CONTRACT – UPDATE ON CONTRACT NEGOTIATIONS & POSSIBLE VOTE. THIS IS A STANDARD PROCESS THAT EVERY COMMUNITY GOES THROUGH THAT HAS A CABLE PROVIDER. MR. DOUILLETTE AND MR. GRISHMAN HAVE WORKED OUT A NUMBER

OF IMPORTANT IMPROVEMENTS TO OUR VERIZON CONTRACT. MR. RUNSTADLER HAS ALSO BEEN WORKING WITH MR. DOUILLETTE DEVELOPING NEW PROGRAMS AND IS THE NEW FULL TIME ASSISTANT CABLE TV COORDINATOR. THERE ARE ALSO 30 ACTIVE STUDENT EMPLOYEES. MR. RUNSTADLER HAS STARTED WORKING ON SPORTS BROADCASTS AND HAS A NUMBER OF INITIATIVES INCLUDING A SATELLITE AT THE FIELD, A NEW WEBSITE AND IDEAS FOR COMMUNITY WORKSHOPS. TA FITZGERALD STATED THAT THEY BROUGHT MANY PEOPLE TO EVENTS THAT THEY WOULDN'T HAVE BEEN ABLE TO SEE DURING THE PANDEMIC, THEY ASSUAGED LONELINESS & THE DISCONNECT THAT PEOPLE WERE FEELING WHICH TOOK AN ENORMOUS AMOUNT OF WORK. THEY ARE SHOWING EVENTS THAT PEOPLE MAY WANT TO SEE BUT CAN'T GET TO. MR. DOUILLETTE STATED THAT THE CONTRACT RENEWAL WAS A LONG PROCESS, GIVING THE TOWN THE OPTION TO LOOK AT OPPORTUNITIES THAT WHAT THEY'RE DOING WITH CABLE PROVIDERS IS SERVING THE NEEDS OF THE COMMUNITY. WE ALSO HAVE TO CONSIDER THAT PEOPLE ARE CUTTING THE CABLE CORD TOO. NEGOTIATIONS WERE IN THREE PHASES AND HAVE BEEN ONGOING FOR OVER A YEAR. HE FEELS THAT THIS NEW LICENSE IS THE BEST CABLE CONTRACT WE COULD GET. THE TOWN WILL GET A 5-YEAR CONTRACT, 3.1% FROM VERIZON (VERIZON WILL MATCH WHAT COMCAST PAYS WHEN THAT LICENSE IS RENEWED), \$69,000 IN CAPITAL FINANCING FOR EQUIPMENT OVER FIVE YEARS AND ONE HD CHANNEL. TA FITZGERALD WOULD LIKE MR. DOUILLETTE TO START NEGOTIATIONS WITH COMCAST AND AGREES THAT THIS IS THE BEST DEAL WE CAN GET AS THE LANDSCAPE OF TELECOMMUNICATION IS CHANGING. THERE WAS A BRIEF DISCUSSION ABOUT A BILL IN THE STATE HOUSE REGARDING STREAMING SERVICES PAYING THE STATE WHICH WOULD THEN DIVVY UP THAT REVENUE TO COMMUNITIES, WHICH ARE LOSING REVENUE DUE TO CABLE CUTTING. MR. DOUILLETTE WILL GET MORE INFORMATION AND FORWARD IT TO THE BOARD. THE TOWN HAS 950 VERIZON SUBSCRIBERS AND APPROXIMATELY 600 COMCAST SUBSCRIBERS. REVENUE IS USED TO COVER OPERATING COSTS AND CAPITAL PROJECTS. MS. PHELAN ASKED IF THE PUBLIC ACCESS CHANNEL CAN BE ACCESSED BY SOMEONE WHO DOES NOT HAVE CABLE (ALL CHANNELS ARE ONLINE).

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED** TO: GRANT THE TOWN THE CABLE RENEWAL LICENSE TO VERIZON NEW ENGLAND INC. ON THE TERMS CONTAINED IN THE NOVEMBER 2, 2022 CONTRACT PROVIDED TO THE SELECT BOARD: ALL IN FAVOR YES. ANY OPPOSED NO. **MOTION PASSES.**

C. VOTES OF THE BOARD

CONSENT AGENDA ITEMS:

1. **VOTE TO APPROVE THE MINUTES OF THE REGULAR MEETINGS OF 6/16/21, 9/13/21 & 10/19/22** - MS. FLETCHER DISCUSSED MR. SPELLIOS REITERATED THE NEED, UNDER AGGREGATE INDUSTRIES, TO HAVE A PORTAL TO COLLECT INFORMATION WITHIN 45 DAYS. DO WE HAVE THAT SYSTEM? TA FITZGERALD STATED THAT WE HAVE A SEE-CLICK-FIX SYSTEM BUT NOT THE ONE HE WAS LOOKING FOR. TOWN STAFF THOUGHT HAVING A SECOND SOFTWARE SYSTEM WOULD BE TOO CONFUSING SO WE HAVE CONTINUED TO USE THE SEE-CLICK-FIX SYSTEM IN PLACE. WE WANT PEOPLE TO FILE BLAST COMPLAINTS WITH THE FIRE DEPARTMENT. IF THERE IS DAMAGE TO PROPERTY, THAT NEEDS TO BE FILE WITH FIRE PREVENTION. THE FIRE DEPARTMENT CONTACTS PEOPLE WHEN THEY FILE A SEE-CLICK-FIX COMPLAINT.
10/19/22 MINUTES: MS. FLETCHER, FOR #2 - TA'S FY22 REVIEW, WANTS TO ADD SHE IS LOOKING FORWARD TO "TACKLING OPPORTUNITIES FOR NEXT YEAR". MR. DUFFY, FOR #7, THE LAST LINE – CHANGE DAVID GRISHMAN TO NEAL DUFFY (LOOKING TO HIRE. . .).

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY MARY ELLEN FLETCHER, IT WAS UNANIMOUSLY **VOTED** TO: APPROVE THE CONSENT AGENDA AS WITH REVISIONS AS DISCUSSED.: ALL IN FAVOR: YES. ANY OPPOSED: NO. **MOTION PASSES.**

D. TOWN ADMINISTRATOR'S REPORT

- AGGREGATE INDUSTRIES – SCHEDULING ADDITIONAL DISCUSSIONS WITH AI & ATTY SIMMS. AI IS APPROACHING THEIR 50 BLAST LIMIT AND WE WILL BE SENDING THEM A NOTICE.
- COMMUNITY DEVELOPMENT – WE RECEIVED A PROPOSAL TO DEVELOP HOUSING AT THE GENERAL GLOVER SITE. MARZIE, THE HISTORICAL COMMISSION, PLANNING BOARD AND I CONDUCTED A SITE VISIT LAST THURSDAY. MARZIE IS ALSO HARD AT WORK UPDATING THE TOWN'S HOUSING PRODUCTION PLAN & CLIMATE ACTION PLAN. THE MASTER PLAN EXPIRES IN 2025 AND IS ALSO DUE TO BE UPDATED.
- SPECIAL TOWN MEETING – THERE ARE A NUMBER OF ARTICLES FOR THIS MEETING ON DECEMBER 5TH.
- COMMITTEE APPOINTMENTS – WE ARE STILL WORKING ON FILLING THE REMAINING VACANCIES. HAVE MET WITH EVERYONE AND AM IMPRESSED WITH EVERY ONE OF THEM.

- INDIGENOUS PEOPLES' RECOGNITION MONTH – THE HISTORICAL COMMISSION IS BRINGING AUTHOR EMERSON BAKER TO THE LIBRARY ON SATURDAY, NOVEMBER 12TH AT 11:30, TO TALK ABOUT THE NANEPASHEMET'S PEOPLE: NATIVE INHABITANTS OF SWAMPSCOTT & ESSEX COUNTY.
- LIBRARY – WE HAVE FILLED ALL THREE VACANCIES AND HAVE ONE DUE TO AN INTERNAL PROMOTION. JONATHAN'S ESCAPE ROOM WAS WELL ATTENDED AS WAS THE MURDER MYSTERY DINNER HELD LAST WEEK.
- BUILDING DEPT. – LIQUOR LICENSE INSPECTIONS HAVE STARTED. DI BIAISI IS INTERESTED IN DEVELOPING THE 40B PROPERTY ON PINE ST. AGGREGATE FILED A BUILDING PERMIT, IN THE AMOUNT OF \$344,000, TO REPLACE AGING EQUIPMENT WITH MODERN, EFFICIENT EQUIPMENT THIS WINTER. EXPECTING A FEW MORE CHECKS FOR OTHER SIZABLE DEVELOPMENTS.
- TOWN CLERK – EARLY VOTING ENDS THIS FRIDAY, NOVEMBER 4TH. BY-LAW CHANGES FOR THE RE-ZONING OF THE GLOVER SITE THAT WERE APPROVED AT THE ANNUAL TOWN MEETING IN MAY HAVE BEEN APPROVED BY THE STATE. WE ARE STILL WAITING FOR BY-LAW CHANGES PROPOSED AT THE SPECIAL TOWN MEETING IN JUNE TO BE APPROVED. JARED IS STILL WORKING ON 10 YEARS OF ANNUAL TOWN REPORTS.
- RECREATION – TRICK-OR-TREATING FOR PRE-SCHOOLERS WAS A HIT! TOWN HALL EMPLOYEES DECORATED THEIR OFFICES, TOWN HALL HALLWAYS & CAME IN COSTUME. THERE WERE OVER 100 TRICK-OR-TREATERS IN COSTUME. THE INDOOR FARMERS MARKET & TOWN-WIDE TURKEY HUNT ARE ON SUNDAY, NOVEMBER 20TH. DETAILS WILL BE ANNOUNCED SHORTLY. DECEMBER IS ALSO FULL OF FAMILY-FRIENDLY, LOW/NO COST, FUN EVENTS.
- DPW – GINO CRESTA & I DROVE AROUND TOWN EVALUATING THE CONDITION OF THE TOWN'S FIELDS, ROADS & PUBLIC PLACES. WE HAVE A LIST OF ISSUES THAT NEED TO BE ADDRESSED WEEKLY AND HAVE DISCUSSED STEPS TO ENSURE WE ARE KEEPING A FOCUS ON A STATUS OF GOOD REPAIR FOR FENCES, BENCHES & TRASH BARRELS. WILL BE DOING MONTHLY INSPECTIONS WITH HIM. WANT TO REMIND PEOPLE TO CALL TOWN HALL IF THEY SEE SOMETHING THAT NEEDS REPAIR. PHASE IV OF KING'S BEACH SEAWALL REPAIRS HAS BEEN COMPLETED. PHASE V WILL BE COMPLETED IN THE SPRING. BUSY SCHEDULE OF SPRING PAVING, LOOKING AT ROAD SURFACE MANAGEMENT SYSTEM TO GET MAXIMUM VALUE OUT OF PAVING, NOT NECESSARILY THE WORST ROADS, BUT THE MOST TRAVELED ONES.
- DEPARTMENT HEAD STAFF MEETING – LAST WEEK, THE BI-WEEKLY DEPARTMENT HEAD MEETING WAS HELD AT ANDREW'S CHAPEL. THIS BEAUTIFUL BUILDING IS ON THE NATIONAL HISTORIC REGISTER AND IS A GEM. I HIGHLY ENCOURAGE PEOPLE TO VISIT.
- HAAS/ARCHER ST. PROPERTY CLOSING – THIS IS SCHEDULED TO CLOSE THIS MONTH. THE DEED & MYLAR PLAN NEED TO BE SIGNED BY THE SELECT BOARD, WHICH WAS DONE TODAY.
- MAJOR DRUG BUST IN SWAMPSCOTT – TWO SWAMPSCOTT RESIDENTS WERE ARRESTED AS PART OF A MAJOR EFFORT BY LOCAL, STATE AND FEDERAL LAW ENFORCEMENT AGENCIES THAT CONDUCTED SWEEPS TUESDAY MORNING ON THE NORTH SHORE. THESE SWEEPS TARGETED GANG MEMBERS AND DRUGS.
- TRASH SURVEY – SWAMPSCOTT'S SOLID WASTE COMMITTEE IS BUSY, HAVING RECENTLY LAUNCHED A SOLID WASTE SURVEY THAT WE ARE ENCOURAGING TOWN RESIDENTS TO FILL OUT. THE SURVEY IS ON THE TOWN'S WEBSITE, FACEBOOK PAGE WITH PAPER COPIES AVAILABLE AT TOWN HALL.
- HUMAN RESOURCES – HR HAS BEEN BUSY FILLING VACANCIES AT THE LIBRARY & DPW. PETE IS WORKING WITH CHIEF ARCHER TO PUT TOGETHER FRAMEWORK FOR A NEW COMMUNITY CARES DEPARTMENT.
- VETERANS – A CELEBRATION OF LIFE FOR CAPT. JENNIFER HARRIS WILL BE HELD THIS SUNDAY AT 11:00. THE SENIOR CENTER IS HOSTING THE ANNUAL VETERAN'S DAY BREAKFAST AT 9:00, FOLLOWED BY A CEREMONY ON MONUMENT AVE. MS. FLETCHER WOULD LIKE TO HAVE A PUBLIC HEALTH NURSE AT THE SR. CENTER, TWO DAYS PER WEEK FOR TWO HOURS PER DAY. TA FITZGERALD HAS BEEN ADVOCATING TO HAVE A NURSE THERE AND WILL WORK WITH HEIDI, THE PUBLIC HEALTH NURSE AND VSO TO WORK OUT A SCHEDULE THAT MAKES SENSE.

MR. GRISHMAN ASKED 1) IF THERE IS A CLOSING DATE FOR THE HAWTHORNE RESTAURANT YET (NOT YET BUT IT SHOULD BE SOON); 2) CAN A PORTION OF BUILDING FEES BE INVESTED IN AFFORDABLE HOUSING PROJECTS (ONCE FREE CASH IS CERTIFIED, WE SHOULD DISCUSS HOW WE CAN INVEST IT INCLUDING UPDATING THE FINANCIAL POLICY AND ESTABLISHING A DEPOSIT INTO THE AFFORDABLE HOUSING TRUST FUND. THERE WAS A DISCUSSION ABOUT WHAT AFFORDABLE HOUSING IS, WHAT THE DIFFERENT CATEGORIES ARE,

FRIENDLY 40B PROJECTS THAT MAKE SENSE FOR THE TOWN. AARON BERDOFE PUT TOGETHER INFORMATION WHICH MR. GRISHMAN WILL DISTRIBUTE. MS. FLETCHER ALSO ASKED WHY THE AFFORDABLE HOUSING TRUST OFFERED WINN DEVELOPMENT \$50,000 (IT WAS AN INVESTMENT TO BACK THE PROJECT WHICH GOT THE TOWN 114 AFFORDABLE UNITS THAT WILL BE COUNTED TOWARD THE SUBSIDIZED HOUSING INVENTORY). TA FITZGERALD SUGGEST HAVING A JOINT MEETING WITH THE SELECT BOARD AND AFFORDABLE HOUSING TRUST.

SELECT BOARD TIME

Mr. DUFFY: WOULD LIKE TO REMIND PEOPLE THAT DPW IS HOSTING A PUMPKIN DROP OFF TO COMPOST PUMPKINS, PUT IN YARD WASTE BAGS & BRING TO DPW YARD.

Ms. FLETCHER: 1) LIAISON TO SWAC – THEY'RE UNBELIEVABLE, PUT IN A LOT OF HARD WORK. PLEASE TAKE A MINUTE TO FILL OUT THE SURVEY. THEY HAD AN INTERESTING CONVERSATION ABOUT HOW TRASH IS PICKED UP, REPUBLIC'S CUSTOMER SERVICE AND HOW EVERYONE GETS THEIR OWN ACCOUNT WHICH THEY CAN USE TO NOTIFY REPUBLIC THAT THEIR TRASH WASN'T PICKED UP. REPUBLIC HAS GRANTS WHICH SHE CONTACTED MARZIE ABOUT. TRASH SENT BY TRAIN TO MINNESOTA; 2) THANKED ELECTED OFFICIALS ON THE BOARD OF ASSESSORS FOR THEIR HARD WORK ENSURING THAT PERSONAL & REAL PROPERTY IS FAIRLY & EQUALLY CLASSIFIED FOR TAX PURPOSES. ALSO THANKED DICK SIMMONS & PATRIOT PROPERTY. BASED ON 2021, THERE HAVE BEEN ASTRONOMICAL INCREASES IN VALUES – 17%. THEY'VE IDENTIFIED OPPORTUNITIES FOR IMPROVEMENTS NEXT YEAR. SHE ALSO REQUESTED ADDING ON THE TOWN'S WEBSITE THAT THERE'S A 10 DAY WINDOW WHERE HOMEOWNERS CAN REVIEW THEIR VALUES AND CONTACT THE ASSESSOR'S OFFICE IF THEY FEEL THERE IS AN ERROR; 3) AT THE LAST MEETING, THE BOARD REVIEWED SEAN'S EVALUATION. WHEN DO WE TALK ABOUT GOALS FOR NEXT YEAR? CAN WE GET THE TA'S GOAL SETTING ON AN AGENDA; 4) CONCERNED ABOUT POLICE & FIRE OVERTIME AND WOULD LIKE TO SEE THE POLICE CHIEF COME IN SOON TO DISCUSS WHAT IS HAPPENING WITH OVERTIME, SPEEDING AND TRAINING. THERE IS STILL A SPEEDING PROBLEM ON PINE ST. AND TSAC HASN'T HAD MUCH SUCCESS STOPPING IT. THIS IS A PUBLIC HAZARD, AND UNNERVING. YOUNG FAMILIES LIVING THERE.

Mr. GRISHMAN: 1) PARTICIPATED IN MJ FOX RUN ON SUNDAY. IT WAS A GREAT EVENT WITH 500-600 PEOPLE. THE M. J. FOX FOUNDATION HAS RAISED OVER \$1B FOR PARKINSON'S RESEARCH.

Ms. PHELAN: 1) HALLOWEEN THIS YEAR WAS FANTASTIC, A LOT OF EVENTS (TRUNK OR TREAT, TOWN HALL TRICK OR TREAT) GIVING A SENSE OF COMMUNITY INVOLVING ALL AGE GROUPS; 2) TOWN WIDE TURKEY HUNT 11/20, ENDS AT THE INDOOR FARMER'S MARKET; 3) TO ETHAN – MAYBE MAKE TRASH TALK A SHOW. HAVE SOMEONE CRITIQUE HOW WELL WE RECYCLE; 4) IF YOU HAVEN'T ALREADY, PLEASE TAKE THE TRASH SURVEY.

Mr. SPELLIOS: ABSENT

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED** TO: ADJOURN AT 9:05 P.M.: ALL IN FAVOR: YES. ANY OPPOSED: NO. **MOTION PASSES.**

TRUE ATTEST,

DIANNE MARCHESE, EXECUTIVE ASSISTANT TO THE SELECT BOARD AND TOWN ADMINISTRATOR

APPROVED BY THE SELECT BOARD NOVEMBER 16, 2022

ATTACHMENTS:

MS. MARY DECHILLO'S MEMO RE: VETERANS SERVICES

HAAS FAMILY/ARCHER ST. PROPERTY DEED

CAFÉ AVELLINO LIQUOR LICENSE REQUEST AND SIGNED LICENSE

COMMITTEE APPOINTMENTS

BYOB PRESENTATION

SPECIAL TOWN MEETING DRAFT WARRANT

CABLE TV PRESENTATION

VERIZON CONTRACT UPDATE PRESENTATION

VERIZON CONTRACT

TA'S REPORT

Date: November 2, 2022

To: David Grishman, Liaison to the Swampscott Veterans Services
Swampscott Select Board members

Cc: Town Administrator Sean Fitzgerald

Re: Public Comment period at the November 2, 2022

Topics:

2022 Veterans Day recognition

- Pictures submitted from the 2021 Veterans Day ceremony
- Increasing visibility of Veterans in the town of Swampscott
- VSO position
- Veterans Crossing lease

Suggestions:

1. Use of **Military Cultural Competence Model** in public policy and decision-making
2. Conducting a **needs assessment of Swampscott Veterans and evaluation of services** (identifying veterans, military members and their families, access to services, types of services, level of need; statistics from other towns and services provided by the Veteran Services Officer)
3. Listing of Veterans Committee on Swampscott website
4. work with other town committees to **integrate veteran concerns**
5. **Military Oral History Project** in conjunction with the Swampscott High and the Swampscott Historical Commissions
6. **Book club at the Swampscott Public Library** for civilians led by veterans
7. Creation of a Veterans Advisory Committee
8. purchase of technology should be veteran driven

Submitted for the record by Mary Hobbins DeChillo

QUITCLAIM DEED

I, **Joyce M. Haas**, being unmarried, of Cornville, AZ,

For consideration paid and in full consideration of Four Hundred Thousand and 00/100 (\$400,000.00) Dollars,

grant to the **Town of Swampscott**, a Massachusetts Municipal Corporation, having an address of Swampscott Town Hall, 22 Monument Avenue, Swampscott, MA 01907,

With QUITCLAIM COVENANTS,

the land in Swampscott, Essex County, Massachusetts, identified as “Remaining Portion of Parcel A” as shown on a plan of land entitled “Boundary Survey Plan of Land Town of Swampscott Archer Street Maps 7 & 10, Lots 1 & 40,” dated October 26, 2022, prepared by Control Point Associates, Inc., and recorded with the Essex South District Registry of Deeds, Plan Book 41269, Plan 424 (#290 of 2022), to which Plan reference is made for a more particular description. Said parcel contains 4.598 acres, more or less, according to said Plan.

Granting herein a right to use Archer Street in common with others lawfully entitled thereto for all purposes for which public ways are used in the Town of Swampscott.

Being the same premises as described in Deed dated April 22, 2014, and recorded with the Essex South District Registry of Deeds in Book 33363, Page 547, excepting and excluding the parcels of land conveyed with the Registry in Book 15981, Page 122; Book 13794, Page 319 and Book 23300, Page 381.

No deed stamps are owed pursuant to G.L. c. 64D, §1.

Grantor states under the pains and penalties of perjury that the property is vacant land and there are no individuals entitled to homestead rights to the property being conveyed herein.

The Grantor certifies compliance with the provisions of G.L. c. 59, §72A and G.L. c. 7C, §38.

Attached hereto and incorporated herein is a certified copy of the Town Meeting vote authorizing the acquisition of the Premises.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PROPERTY ADDRESS: Parcel "A" Archer Street, Swampscott, MA 01907

Witness my hand and seal this ____ day of _____, 2022.

Joyce M. Haas

STATE OF ARIZONA

County: _____, ss.

On this ____ day of _____, 2022, then personally appeared the above named **Joyce M. Haas**, proved to me, through satisfactory evidence of identification, which was _____, to be the person whose name is signed on this document, and acknowledged to me that **she** signed it voluntarily for its stated purpose and it was **her** free act and deed.

Notary Public:

My commission expires: _____

ACCEPTANCE

The Swampscott Select Board accepts the foregoing deed from Joyce M. Haas for property located off Archer Street, Swampscott, pursuant to the vote under Article 1 of the adjourned June 14, 2022 Special Town Meeting this ___ day of November, 2022.

TOWN OF SWAMPSCOTT,
By its Select Board

Neal Duffy, Chair

David Grishman, Vice Chair

Peter Spellios, Member

Katie Phelan, Member

Mary Ellen Fletcher, Member

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of November, 2022, before me, the undersigned notary public, personally appeared

_____, member of the Swampscott Select Board, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Swampscott.

Notary Public
My Commission Expires:



TOWN OF SWAMPSCOTT

OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT

ELIHU THOMSON ADMINISTRATION BUILDING
22 MONUMENT AVENUE, SWAMPSCOTT, MA 01907

Transaction: Alteration of Premises

APPLICANT INFORMATION

Applicant Name: Teresa Sirignano

Name of Business: Cafe Avellino

Address: 242 Humphrey Street
Swampscott, MA 01907

Zoning District: B1 / HSOD

License Type: Section 12

License Category: All Alcoholic Beverages

Hours of Operation: 9:00AM to 12:00AM

§12 On-Premises Retail	Allowed	Issued	Available
All Alcohol	17	13	4
Wines & Malt			
Wines & Malt w/ Cordials	5	1	4
Special Legislation	8	2	6
Vet Club		1	

§15 Off-Premises Retail	Allowed	Issued	Available
All Alcohol	4	3	1
Wines & Malt	5	3	2

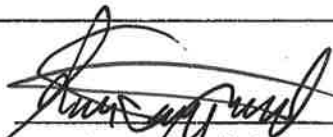
ZONING INFORMATION


- The property lies within the B1 Zoning District and the Humphrey Street Overlay District. Cafe Avellino offered outdoor seating throughout the pandemic under the Emergency Executive Order and requests to continue this service.
- In May 2022, Annual Town Meeting amended the use table that allows outdoor dining by right, including liquor service (so long as the establishment has an ABCC approved license)

STAFF COMMENT

- The Office of Community & Economic Development has reviewed this application and finds that this local business fits goals outlined in the Master Plan, including the contribution to a growing local business district and variety in dining services
- The seating will be located against the building and will still allow safe use of the sidewalk


 Marzée Galazka, Director
 Community & Ecomic Development


 Sean Fitzgerald, Administrator
 Town of Swampscott


 Dr. Ruben Quesada, Chief
 Swampscott Police Department

License Number
04666-RS-1256

The Commonwealth of Massachusetts
Town of Swampscott

This is to certify that
Teresa Sirignano dba CAFÉ AVELLINO,

IS HEREBY GRANTED A


Section 12 Restaurant License to sell all alcoholic beverages to be served and consumed on the premises described as a single level dwelling measuring approximately 750 square feet including a kitchen, a bathroom, a dining area, a locked storage room for alcohol located in the basement and outdoor seating located on the sidewalk in the front of the dwelling. This establishment is located at 242 Humphrey Street.


Manager: Teresa Sirignano

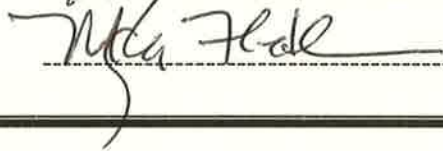
Hours of Operation: Monday through Saturday from 9:00AM to 12:00AM
Sunday from 12:00PM to 12:00AM


This license expires on December 31, 2022 and is granted under the authority of and subject to the provisions of Chapter 138 of the General Laws as amended.

Signed by the Local Licensing Authority











The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Swampscott

04666-RS-1256

City /Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

APPLICANT INFORMATION

Name of Licensee DBA

Street Address Zip Code

Manager

Granted under Special Legislation? Yes No

If Yes, Chapter
of the Acts of (year)

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

A single level dwelling measuring approximately 750 square feet including a kitchen, a bathroom, a dining area, a locked storage room for alcohol located in the basement and outdoor seating located on the sidewalk in the front of the building.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date Time

Advertised Yes No Date Published Publication

Abutters Notified: Yes No Date of Notice

Date APPROVED by LLA Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Swampscott

04666-RS-1256

City /Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

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- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

APPLICANT INFORMATION

Name of Licensee DBA

Street Address Zip Code

Manager

Granted under Special Legislation? Yes No

If Yes, Chapter
of the Acts of (year)

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

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For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

[Handwritten signatures]

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



Town of Swampscott

Office of the

Town Administrator

Elihu Thomson Administrative Building
22 Monument Avenue
Swampscott, MA 01906

Tel: (781) 596-8850

Email: sfitzgerald@swampscottma.gov

Sean R. Fitzgerald
Town Administrator

TO: SELECT BOARD
FROM: DIANNE MARCHESE, EXEC. SECRETARY TO TA & SB
SUBJECT: 2022 BOARD AND COMMITTEE APPOINTMENTS
DATE: NOVEMBER 2, 2022

OBJECTIVE

The Select Board must reappoint Swampscott's 2022 Boards, Committees, and Commissions.

PROCESS

1. All current members up for reappointment were contacted to determine their interest in being reappointed
2. All Board Chairs were approached to confirm their support of reappointing members
3. A vacancy review was performed along with all current outstanding applications for committees to determine if there were any applicants who could potentially be considered in replacement of an existing member up for reappointment.

SAMPLE MOTION:

The Select Board, consistent with the recommendation of the Town Administrator, appoint individuals recommended in this memo for their appointed terms for the 2022-2023 term.

2022 APPOINTMENT SUMMARY

Committee	# of members	# of vacant seats	# of Terms Expiring 2022	# Seeking New or Reappointment 2022	# Not seeking reappointment	Non-Responsive or Pending
Andrew's Chapel Restoration	6	2	0	1	0	0
Renewable Energy	7	1	0	1	0	0
War Memorial Scholarship Fund	8	4	0	2	0	0
Zoning Board of Appeals	8	1	0	1	0	0

ANDREW'S CHAPEL OVERSIGHT COMMITTEE

The Committee is appointed by the Select Board and the Historical Commission and meets periodically to plan for and review repairs to this historic site.

- **The Committee is comprised of six members**
- **One member is seeking a new appointment**
- **There is one vacancy on the board after this appointment**
- **Town Administrator recommends appointment of one new member to fill a vacancy with a 3-year term expiring in 2025**

Dana Anderson	Member	3-year term	Term Expires 2024
---------------	--------	-------------	-------------------

Marilyn Cassidy	Member	3-year term	Term Expires 2023
Kim Barry	Member	3-year term	Term Expires 2023
Anne Quagrello	Member	3-year term	Term Expires
Elizabeth Gallo	Member	3-year term (25)	Seeking New Appointment
Vacancy	Member	3-year term	Term Expires 2024

RENEWABLE ENERGY COMMITTEE

- The Committee is comprised of seven members
- One member is seeking a new appointment
- There are no vacancies after this appointment
- **Town Administrator recommends new appointment for one member to fill a vacancy with a term expiring in 2025**

Ryan Hale	Member	3-year term	Term Expires 2023
Diana Eddowes	Member	3-year term	Term Expires 2023
David Zalanowsky	Member	3-year term	Term Expires 2025
John Graff	Member	3-year term	Term Expires 2023
Joe Roman	Member	3-year term	Term Expires 2023
Martha Schmitt	Member	3-year term	Term Expires 2023
Jonathan Davids	Member	3-year term (25)	Seeking New Appointment

WAR MEMORIAL SCHOLARSHIP FUND COMMITTEE

- The Committee is comprised of eight members.
- There are two vacancies on the board after these appointments
- **Town Administrator recommends appointment of two new members to fill vacancies with 3-year terms expiring in 2024**

Christopher Ratley	Member	3-year term	Term Expires 2024
Jean Reardon	Member	3-year term	Term Expires 2024
Vacancy	Member	3-year term	Term Expires 2025
Douglas Maitland	Ex-Officio	None	None
Duncan Maitland	Ex-Officio	None	None
Jody Watts	Member	3-year term (24)	Seeking New Appointment
Susan Bishop	Member	3-year term (24)	Seeking New Appointment
Vacancy	Member	3-year term	Term Expires 2024

ZONING BOARD OF APPEALS

The Zoning Board of Appeals is appointed by the Select Board. The Board shall have the power to hear and decide applications for special permits, including without limitation, dimensional special permits, site plan special permits, and any other special permits permitted under the Zoning By-laws. The Board serves as the special permit granting authority in most zoning relief situations.

- The Committee is comprised of eight members: five are voting members, three are associates
- There is one vacancy for an associate member
- **Town Administrator recommends appointment for one current full member to an associate member with a term expiring in 2024**

- **Town Administrator recommends appointment for one current associate member to a full member with a term expiring in 2027**

Daniel Doherty	Vice Chair	5-year term	Term Expires 2026
Heather L. Roman	Member	5-year term (27)	Seeking New Appointment
Tony Paprocki	Member	5-year term	Term Expires 2025
Bradley L. Croft	Member	5-year term	Term Expires 2027
Paula Pearce	Associate	3-year term	Term Expires 2023
Andrew Rose	Member	5-year term	Term Expires 2023
Marc Kornitsky	Chair	5-year term	Term Expires 2024
<i>Vacancy</i>	<i>Associate</i>	<i>2-year term</i>	<i>Term Expires 2022</i>



Swampscott, MA

22 Monument Avenue

Phone: 781-596-8850

Volunteer Form

Good Government Starts with You

Date Submitted: December 13, 2021

Name: Elizabeth Gallo

Home Address:

Mailing Address:

Phone Number(s):

Email Address:

Current Occupation/Employer: part time National Grand Bank

Narrative: I retired from Eastern Bank after 40 years worked in audit, compliance and personal, residential and commercial lending. Worked as the activities coordinator at the Swampscott Senior Center for three years. Town meeting member for years. Trustee at Summit Estates Condominiums. I believe I am qualified to serve on any one of the board/committee's I have checked off. I have applied several times in the past to no avail. As a life long resident and senior citizen I am committed to our town and only want the best for our residents and have much to offer I currently work about 16 hours a week at National Grand Bank in Marblehead.

Board(s) / Committee(s): ANDREW'S CHAPEL OVERSIGHT COMMITTEE
 BOARD OF REGISTRAR OF VOTERS
 COUNCIL ON AGING
 FINANCE COMMITTEE



Swampscott, MA

22 Monument Avenue

Phone: 781-596-8850

Volunteer Form

Good Government Starts with You

Date Submitted: August 11, 2021

Name: Jonathan Davids

Home Address:

Mailing Address:

Phone Number(s):

Email Address:

Current Occupation/Employer: Market Basket

Narrative: I am looking to spend up to a few hours a week helping steer the renewable energy agenda for the Town of Swampscott. I have a Graduate Certificate from Umass in Clean Energy and a law Master's from George Washington University. I also have experience in the private and nonprofit clean energy world.

Board(s) / Committee(s): ___RENEWABLE ENERGY COMMITTEE

JONATHAN F. DAVIDS

OBJECTIVE Seeking nonprofit, local, state, or federal government paralegal or managerial position.

EDUCATION

Master of Paralegal Studies, George Washington University, 2018.
National Honor Society member with 3.9 GPA.

Graduate Certificate in Clean Energy and Sustainability, University of Massachusetts Boston, 2014.
National Honor Society member with 3.7 GPA.

Bachelor of Science in Sociology, Salem State University, 2006.
Dean's List, Presidential Leadership Award, varsity cross country runner.

WORK HISTORY

Paralegal, PACE Group PLLC, Washington DC, Oct. 2019 – present
Litigation Support:

- Drafting pleadings, motions, briefs, and interrogatories.
- Managing e-discovery.
- Fact gathering and investigation.
- Examining evidence;
- Research in Westlaw.

Social Security Disability Representative, Self-employed, Beverly MA, Jan. 2019 – Oct. 2019

- Gathered medical evidence to support disability claim.
- Analyzed medical records to determine strongest case for benefits to be awarded.
- Corresponded regularly with government officials to ensure all requirements were met for case to be fully considered.

Social Security Disability Law Paralegal Intern, Law Offices of Iannella and Mummolo, Boston, MA
May 2018 – Aug. 2018: Helped Social Security claimants obtain disability benefits.

- Conducted phone intakes for new claimants.
- Corresponded with Social Security Administration.
- Communicated with medical offices.
- Utilized electronic case management system.
- Conducted status updates with clients.

Solar Specialist, IGS Solar, Dedham, MA, Sep. 2015 – Feb. 2016:
Led neighborhood campaign to convince homeowners to adopt solar power.

- Generated qualified residential solar leads from a variety of sources.
- Turned leads into quality appointments for Solar Advisors.
- Managed sales generation by utilizing company marketing materials, internal and external educational sources and relationships.
- Continually built solar energy knowledge, including an understanding of relevant markets and competition.

Outreach Event Representative, Next Step Living, Boston, MA, Apr. 2013 – Aug. 2015:
Organized community efforts to adopt clean and efficient energy.

- Developed thorough knowledge of Mass Save program, residential and community solar, and ductless mini splits.

- Marketed clean energy solutions to the public at fairs, festivals, farmers markets, and retail locations.
- Established rapport with interested parties by engaging in dialogue.
- Scheduled advisor appointments onsite electronically.
- Managed time effectively to meet productivity targets.

Project Developer, United Solar Associates, Malden, MA, Jan. 2014 – May 2014:

Generated solar proposals and marketed them to businesses.

- Prospected for leads.
- Contacted prospects identified through campaigns, inquiries, and proposal requests.
- Populated leads in database, targeted opportunities, and scheduled meetings for sales team.
- Analyzed physical site properties and economic factors to generate solar proposals.

Solar Schools Coordinator, SolSolution, Boston, MA, Dec. 2012 – July 2013:

Networked with schools to encourage them to sign solar contracts.

- Researched school districts to find ones that would be best served by organization’s mission.
- Designed and documented solar schools sales process for this nonprofit startup that previously had no formalized procedures for growing its project pipeline.
- Managed key marketing data in Salesforce customer relationship management (CRM) software system.
- Initiated, developed, and cultivated relationships with over 25 schools and school districts across MA to build a pipeline of solar installation projects, totaling over \$10 million in potential value.
- Conveyed benefits of program, including solar cost savings, Solar Ambassador’s program that enhanced students’ STEM education, and grants for schools with students from low-income families.

SKILLS

Effective communication, technological proficiency, team orientation, and professional legal ethics.

AREAS OF KNOWLEDGE

American Jurisprudence, Litigation, Administrative Law, Contract Law, Legal Research, Legal Writing.



Swampscott, MA

22 Monument Avenue

Phone: 781-596-8850

Volunteer Form

Good Government Starts with You

Date Submitted: October 6, 2022

Name: Susan Bishop

Home Address:

Mailing Address:

Phone Number(s):

Email Address:

Current Occupation/Employer: LMT/ Owner Swampscott Massage Spa LLC

Narrative: To whom it may concern,

As a business owner in town for over 10 years my time is flexible to volunteer for the War Memorial Scholarship Committee as I make my own schedule.

My Great grandfather and Great Uncle were Purple Heart recipients during WWII.

My Uncle Joseph Hoague perished in the Thresher Submarine in Vietnam.

My brother served 4 tours over seas and was recipient to the Medal of Honor as well as many other awards.

I take great pride in my family's military history.

I initiated the reopening for the VFW Post 1240 during Covid shut down to open with a Serve Safe Certificate.

I am currently the President of the VFW Post 1240 Auxiliary organization as well.

While my legal residency is in Salem, I am a caretaker for my father who still lives in the home I grew up in on Minerva St in Swampscott.

My ties to this community are great and I would be an asset to serve on the War Memorial Scholarship Fund Committee.

Thank you in advance for your consideration.

Susan E. Bishop

Board(s) / Committee(s): ___ WAR MEMORIAL SCHOLARSHIP FUND COMMITTEE



Swampscott, MA

22 Monument Avenue

Phone: 781-596-8850

Volunteer Form

Good Government Starts with You

Date Submitted: October 6, 2022

Name: Jody Watts

Home Address:

Mailing Address:

Phone Number(s):

Email Address:

Current Occupation/Employer: Realtor

Narrative: I have worked on other scholarship committees in the past.

Board(s) / Committee(s): ___WAR MEMORIAL SCHOLARSHIP FUND COMMITTEE

Swampscott BYOB Regulation

November 2nd, 2022



Overview of Existing Licenses

§12 On-Premises Retail License	ALLOWED	ISSUED	AVAILABLE
All Alcohol	17	13	4
Wines & Malt Wines & Malt w/ Cordials	5	1	4
Special Legislation	8	2	6
Vet Club		1	

Overview of BYOB




The Swampscott Select Board, as the local licensing authority, hereby adopts this policy for approval of “Bring Your Own Bottle” (BYOB) alcohol service by restaurant establishments not holding an alcoholic beverages license under Chapter 138 of the General Laws.

For purposes of this policy, an “establishment” shall mean a full-service commercial food service enterprise holding a common victualler’s license for the sale of food to the public.


“Full service” shall mean having a full wait staff and sit down and eat-in dining services for its patrons, which represents the primary portion of its business and not less than 75% of its gross revenue, as opposed to take-out service.

BYOB General Requirements:

An establishment requesting approval to serve alcohol under this BYOB policy agrees to abide by all legal standards to ensure safe and proper service to patrons in accordance with all requirements and restrictions of the Massachusetts General Laws, the Alcoholic Beverages Control Commission (ABCC), and the rules and regulations of the Town of Swampscott.



Any BYOB approval shall be evidenced by a permit and shall be subject to the following standard conditions. In addition, the Select Board may impose such additional conditions as it determines are necessary or appropriate.



BYOB approval is at the sole discretion of the Select Board. There is no entitlement to approval.

BYOB REGULATIONS

Alcoholic beverages which may be brought into the establishment are limited to beer and wine.

Alcohol beverages must be unopened when the patron enters the establishment.

The establishment is responsible for training all managers and staff that serves patrons in the correct procedures pertaining to this Policy.

Alcoholic beverages are to be consumed inside the establishment's premises only. The establishment shall provide bottle openers and glasses for consumption.

No alcoholic beverages are to be consumed by any person under the age of 21, as sale or delivery to such a person is a violation of G.L. c.138, §34. It is the responsibility of the establishment to ensure that patrons who consume alcoholic beverages on the premises are at least 21 years of age.

Alcoholic beverages are not to be consumed on the premises by an intoxicated person.

BYOB REGULATIONS

Patrons bringing in alcohol beverages for their personal consumption must order food.

Alcoholic beverages may only be consumed between the hours of 11:00AM and 11:00PM.

The establishment cannot charge the consumer, either directly or indirectly, for consuming alcoholic beverages on the premises, whether by a service fee, glass fee, table fee, corking fee, or otherwise.

No alcoholic beverages may be served or handled by the employees of the establishment. This includes storing, refrigerating, or pouring alcoholic beverages.

No alcoholic beverages may be purchased or provided from within the premises. BYOB approval applies only to beverages brought to the premises by patrons.

Patrons are allowed to carry in alcoholic beverages only for personal consumption. Patrons may carry in no more than 750ml of wine for every one or two patrons 21 years of age or older, or up to 36oz of beer per patron 21 years of age or older.

BYOB REGULATIONS

Patrons cannot leave the premises with an open container of alcohol except in compliance with the requirements of ABCC regulation 204 CMR 2.18. A patron who wishes to remove their unfinished bottle of wine from the premises must have the establishment ensure that the bottle is securely resealed and placed in a one-time, tamper proof transparent bag.

The Applicant shall complete a Criminal Offenders Record Information ("CORI") authorization form and said report shall be provided to the Select Board or its authorized agent.

Permitees must abide by all laws of G.L c. 138, the rules and regulations of the Alcoholic Beverages Control Commission and the Town of Swampscott.

Any establishment which, in the conduct of its business either directly or through its agent causes or permits any violations of state or local statutes or regulations under this "Bring Your Own Bottle" Policy or permits any other illegalities on its premises shall be subject to a disciplinary hearing by the Select Board for modification, suspension or revocation of its common victualler license.

The establishment shall immediately report to the Swampscott Police Department any situation in which patrons consuming alcohol appear to present a danger to themselves or others, either on the premises or elsewhere, by virtue of such consumption.

The Select Board shall issue no more than five (5) BYOB permits annually. BYOB license shall expire on December 31st annually and may be renewed each year.

Safety & Enforcement

Compliance checks performed by the Swampscott Police Department

Any permittee violating any provision of this Policy or any of the conditions of their permit will be subject to a civil penalty

Violations of this Policy may be enforced through any lawful means in law or in equity including, but not limited to, enforcement by criminal indictment or complaint pursuant to G.L. c.40, § 21, or by noncriminal disposition pursuant to G.L. c. 40, § 21D

Proposed Policy

Policy for Service of Alcoholic Beverages by Restaurants on a "Bring Your Own Bottle" Basis

The Swampscott Select Board, as the local licensing authority, hereby adopts this policy for approval of "Bring Your Own Bottle" (BYOB) alcohol service by restaurant establishments not holding an alcoholic beverages license under Chapter 138 of the General Laws. For purposes of this policy, an "establishment" shall mean a full-service commercial food service enterprise holding a common victualler's license for the sale of food to the public. "Full service" shall mean having a full wait staff and sit down and eat-in dining services for its patrons, which represents the primary portion of its business and not less than 75% of its gross revenue, as opposed to take-out service.

General Requirements: An establishment requesting approval to serve alcohol under this BYOB policy agrees to abide by all legal standards to ensure safe and proper service to patrons in accordance with all requirements and restrictions of the Massachusetts General Laws, the Alcoholic Beverages Control Commission (ABCC), and the rules and regulations of the Town of Swampscott. Any BYOB approval shall be evidenced by a permit and shall be subject to the following standard conditions. In addition, the Select Board may impose such additional conditions as it determines are necessary or appropriate. BYOB approval is at the sole discretion of the Select Board. There is no entitlement to approval.

Applicant shall complete the Town of Swampscott BYOB Permit application, and once the permit is issued, it must be visibly displayed at the establishment.

Permit Requirements

1. Alcoholic beverages which may be brought into the establishment are limited to beer and wine.
2. Alcohol beverages must be unopened when the patron enters the establishment.
3. The establishment is responsible for training all managers and staff that serves patrons in the correct procedures pertaining to this Policy.
4. Alcoholic beverages are to be consumed inside the establishment's premises only. The establishment shall provide bottle openers and glasses for consumption.
5. No alcoholic beverages are to be consumed by any person under the age of 21, as sale or delivery to such a person is a violation of G.L. c.138, §34. It is the responsibility of the establishment to ensure that patrons who consume alcoholic beverages on the premises are at least 21 years of age.
6. Alcoholic beverages are not to be consumed on the premises by an intoxicated person.
7. Patrons bringing in alcohol beverages for their personal consumption must order food.
8. Alcoholic beverages may only be consumed between the hours of 11:00AM and 11:00PM.
9. The establishment cannot charge the consumer, either directly or indirectly, for consuming alcoholic beverages on the premises, whether by a service fee, glass fee, table fee, corking fee, or otherwise.
10. No alcoholic beverages may be served or handled by the employees of the establishment. This includes storing, refrigerating, or pouring alcoholic beverages.
11. No alcoholic beverages may be purchased or provided from within the premises. BYOB approval applies only to beverages brought to the premises by patrons.
12. Patrons are allowed to carry in alcoholic beverages only for personal consumption. Patrons may carry in no more than 750ml of wine for every one or two patrons 21 years of age or older, or up to 36oz of beer per patron 21 years of age or older.
13. Patrons cannot leave the premises with an open container of alcohol except in compliance with the requirements of ABCC regulation 204 CMR 2.18. A patron who wishes to remove their unfinished bottle of wine from the premises must have the establishment ensure that the bottle is securely resealed and placed in a one-time, tamper proof transparent bag as provided for in 204 CMR 2.18. No partially consumed container of beer may be taken from the premises by a patron. Remaining unused wine and beer not removed by a patron must be disposed of by the establishment in an acceptable manner that meets all applicable laws and regulations. No unused wine or beer may be consumed by any other party or establishment staff.
14. The Applicant shall complete a Criminal Offenders Record Information ("CORI") authorization form and said report shall be provided to the Select Board or its authorized agent. In the event the Select Board determines that the information found in the CORI review would render the Applicant unsuitable for a BYOB Permit as holding same would have a detrimental impact on the health, safety, or welfare of the citizens of Swampscott, then this shall be a reason for denial of said Permit.
15. Permittees must abide by all laws of G.L. c. 138, the rules and regulations of the Alcoholic Beverages Control Commission and the Town of Swampscott.
16. Any establishment which, in the conduct of its business either directly or through its agent causes or permits any violations of state or local statutes or regulations under this "Bring Your Own Bottle" Policy or permits any other illegalities on its premises shall be subject to a disciplinary hearing by the Select Board for modification, suspension or revocation of its common victualler license.
17. The establishment shall immediately report to the Swampscott Police Department any situation in which patrons consuming alcohol appear to present a danger to themselves or others, either on the premises or elsewhere, by virtue of such consumption.
18. The Select Board shall issue no more than five (5) BYOB permits annually.
19. BYOB license shall expire on December 31st annually and may be renewed each year.
20. The annual fee for a BYOB Permit shall be \$ _____.

Continued...

Liability Requirements

1. Applicant must submit proof of liquor liability insurance for bodily injury or death for a minimum amount of \$250,000 on account of injury to or death of 1 person, and \$500,000 on account of any 1 accident resulting in injury to or death of more than 1 person.
2. Proof of liquor liability insurance for bodily injury or death for a minimum amount of \$250,000 on account of injury to or death of 1 person, and \$500,000 on account of any 1 accident resulting in injury to or death of more than 1 person is required as a condition to renew a BYOB permit.

Enforcement

1. Permittees must allow compliance inspection by the members of the Swampscott Police Department or other agent of the Alcoholic Beverages Control Commission.
2. Any permittee violating any provision of this Policy or any of the conditions of their permit will be subject to a civil penalty of \$100.00 for the 1st offense, \$200.00 for the 2nd offense, and \$300.00 for the 3rd and subsequent offense(s), &/or suspension or revocation of their permit. Violations of this Policy may be enforced through any lawful means in law or in equity including, but not limited to, enforcement by criminal indictment or complaint pursuant to G.L. c.40, § 21, or by noncriminal disposition pursuant to G.L. c. 40, § 21D.

Adopted by the Swampscott Select Board

Date: _____



Why Brown Bag Option



Simply helps our Small Businesses offer another option to patrons

Less expensive option for both the businesses and the patrons

Patrons appreciate the freedom to bring the beverage they prefer, provides more variety



Sample Motion

I move that the Board adopt the Policy for Service of Alcoholic Beverages by Restaurants on a "Bring Your Own Bottle" Basis effective as of this date, November 2, 2022.



Thank you

DECEMBER 5, 2022

SPECIAL TOWN MEETING



WARRANT REPORT

TOWN OF SWAMPSCOTT, MASSACHUSETTS

DRAFT

TOWN OF SWAMPSCOTT



DECEMBER 5, 2022 SPECIAL TOWN MEETING WARRANT

December 5, 2022

Special Town Meeting Warrant

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Notice of Special Town Meeting

MONDAY, DECEMBER 5, 2022, 7:00PM

To Town Meeting members:

Notice is hereby given in accordance with Article I, Section 2, of the Bylaws of the Town of Swampscott that the Special Town Meeting will be held on Monday, December 5, 2022, beginning at 7:00 p.m. in the Swampscott High School Auditorium located at 200 Essex Street, Swampscott.

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

Town Moderator, Michael McClung will preside.

Respectfully,

Jared H. LaLiberte
Town Clerk

NOTICE OF PRECINCT CAUCUS MEETINGS

Caucus meetings for all Swampscott precincts have been scheduled for Monday, December 5, 2022, beginning at 6:45 pm in the Swampscott High School located at 200 Essex Street, Swampscott. Room assignments are as follows:

Precinct 1 – Room B128
Precinct 2 – Room C101
Precinct 3 – Room C103

Precinct 4 – Room C104
Precinct 5 – Room C105
Precinct 6 – Room C107

NOTES:

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

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

Respectfully,

Jared H. LaLiberte
Town Clerk

**TOWN OF SWAMPSCOTT
TOWN WARRANT
DECEMBER 5, 2022**

ARTICLE 1 *AMEND APPROPRIATION FOR FISCAL YEAR 2023 OPERATING BUDGET*

To see if the Town will vote to amend various line items in the FY2023 budget as recommended by the Finance Committee as follows, and further, to transfer from available funds, or borrow a sum of money therefor, or take any action relative thereto.

Sponsored by the Finance Committee

Comment: The Finance Committee will report on the FY2023 operating budget and may alter or change its recommendations on the floor of Town Meeting.

The Select Board will report on this Article at Town Meeting.

The Finance Committee will report on this Article at Town Meeting.

DRAFT

ARTICLE 2 *APPROVE TRANSFER OF FREE CASH – ADJUSTMENTS TO TAX RATES*

To see if the Town will vote to transfer from Free Cash a sum of money to the account of Current Revenue to be used and applied by the Board of Assessors in the reduction of the tax levy for Fiscal Year 2023, or take any action relative thereto.

Sponsored by the Town Administrator

Comment: This Article will take some of the surplus resulting from Town general fund operations as of the end of FY2022 and use it to off-set the tax levy for FY2023.

The Select Board will report on this Article at Town Meeting.

The Finance Committee will report on this Article at Town Meeting.

ARTICLE 3 *APPROVE TRANSFER OF FREE CASH – TRANSFER TO OPEB FUNDS*

To see if the Town will vote to transfer \$#00,000 from Free Cash to the Town’s Stabilization, Capital Stabilization, and/or Other Post-Employment Benefits (OPEB) Funds, or take any action relative thereto.

Sponsored by the Town Administrator

Comment: This Article will continue the practice from recent Fiscal Years of transferring funds from Free Cash in order to supplement the Town’s reserve accounts in order to enhance fiscal stability. The proposal is to transfer \$#00,000 to stabilization and \$#00,000 to OPEB.

The Select Board will report on this Article at Town Meeting.

The Finance Committee recommends approval of this Article by Town Meeting.

ARTICLE # *APPROVE TRANSFER OF FREE CASH – COLLECTIVE BARGAINING AGREEMENTS*

To see if the Town will vote to transfer a sum of money from Free Cash to fund provisions of Collective Bargaining Agreements between the Town of Swampscott and certain Town unions, or take any action relative thereto.

Sponsored by the Town Administrator

Comment: This Article will potentially fund provisions of Collective Bargaining Agreements that are under negotiation if negotiations are settled prior to Town Meeting, otherwise this article will be recommended for indefinite postponement.

The Select Board will report on this Article at Town Meeting.

The Finance Committee will report on this Article at Town Meeting.

ARTICLE # 5 ESTABLISH A COMPENSATED ABSENCES RESERVE FUND

To see if the Town will vote to accept the provisions of G.L. c.40, §13D to establish a compensated absences reserve fund for the future payment of accrued liabilities for compensated absences due any employee or full-time officer of the Town upon termination of employment and to designate the Town Administrator as the Town official authorized to make payments from said fund; and further, to transfer the sum of \$250,000 from Free Cash to the Compensated Absences Reserve Fund established hereunder, or take any action in relation thereto.

Sponsored by the Select Board

Comment: This Article will potentially establish and ...

The Select Board will report on this Article at Town Meeting.

The Finance Committee will report on this Article at Town Meeting.

ARTICLE # 6 APPROPRIATION FOR RECOMMENDED CAPITAL PROJECTS

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

Proj. No.	PROJECT TITLE	Administrator Recommended	CIC Recommended	Finance Committee Recommended	Funding Source
1	Rehabilitation of Abbott Park	\$208,885	\$208,885		\$100,000 Grant + \$108,885 GF Borrowing
2	Elevator Modifications	\$110,000	\$110,000		General Fund Borrowing
3	Repairs to Town Hall Garage	\$100,000	\$100,000		General Fund Borrowing
4	Lead Service Investigation	\$164,000	\$164,000		State Grant (100%)
5	Recreation Sailboats & SUP	\$40,641	\$40,641		General Fund Borrowing

PROPOSED FUNDING	Administrator Recommended	CIC Recommended	Finance Committee Recommended
GENERAL FUND BORROWING	\$359,526	\$359,526	
GRANT FUNDING (*)	\$100,000	\$100,000	
GRANT FUNDING (*)	\$164,000	\$164,000	
TOTAL FUNDING	\$623,526	\$623,526	

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

Sponsored by the Capital Improvement Committee

Comment: The above projects were recommended for funding in FY2023 by the Capital Improvement Committee (CIC). Refer to Appendix A for the complete CIC report.

This Article requires a 2/3 vote for borrowing.

The Select Board will report on this Article at Town Meeting.

The Finance Committee will report on this Article at Town Meeting.

ARTICLE # ACCEPTANCE OF PUBLIC WAY – SUPREME COURT

To see if the Town will vote to accept as a public way the roadway known as _____, as heretofore laid out by the Select Board and shown on a plan of land entitled “_____” dated _____, prepared by _____, and on file with the Town Clerk, and authorize the Select Board to acquire, by gift, purchase, and/or eminent domain, the fee to and/or easements in _____ for all purposes for which public ways are used in the Town of Swampscott and any drainage, utility and/or other easements related thereto, or take any other action relative thereto.

Sponsored by the Planning Board

Comment: This Article proposes to update the Zoning Bylaw

The Select Board recommends favorable action on this Article.

The Planning Board will report on this Article at Town Meeting.

A majority vote is required to approve this Article.

ARTICLE # ZONING BYLAW - PLACEHOLDER

To see if the Town will vote to

ARTICLE # ZONING BYLAW - PLACEHOLDER

To see if the Town will vote to

ARTICLE # ZONING BYLAW - PLACEHOLDER

To see if the Town will vote to

SELECT BOARD:

DRAFT

APPENDICES

APPENDIX A – CAPITAL IMPROVEMENT COMMITTEE REPORT

**REPORT OF THE CIC NEEDS
TO BE UPDATED**

DRAFT

APPENDIX B – DEFINITION OF FINANCIAL TERMS COMMONLY USED AT TOWN MEETINGS

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

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

Available Funds – See free cash.

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B – TABLE OF MOTIONS

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TABLE OF BASIC POINTS OF MOTION

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

* Same rank as motion out of which they arise.

** Same rank and debatable to same extent as motion being reconsidered.

*** Unanimous if rule protects minorities; out of order if rule protects absentees.

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**TOWN OF SWAMPSCOTT
MASSACHUSETTS
2022-2023**

<u>SELECT BOARD</u>	<u>TERM EXPIRES</u>
Neal Duffy, Chair	2023
David Grishman, Vice Chair	2023
Peter Spellios	2024
MaryEllen Fletcher	2025
Katie Phelan	2025

PROFESSIONAL STAFF

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

<u>FINANCE COMMITTEE</u>	<u>TERM EXPIRES</u>
Eric Hartmann – Chair, At-Large (P1)	2024
Matthew Kirschner – Vice Chair, Precinct 1	2024
Joan Hilario – At-Large (P1)	2024
Cinder McNerney – Precinct 4	2023
Naomi Dreeben – Precinct 3	2022
Erik Schneider – Precinct 5	2022
Suraj Krishnamurthi – Precinct 6	2023
Sunit Shah – At-Large (P3)	2023

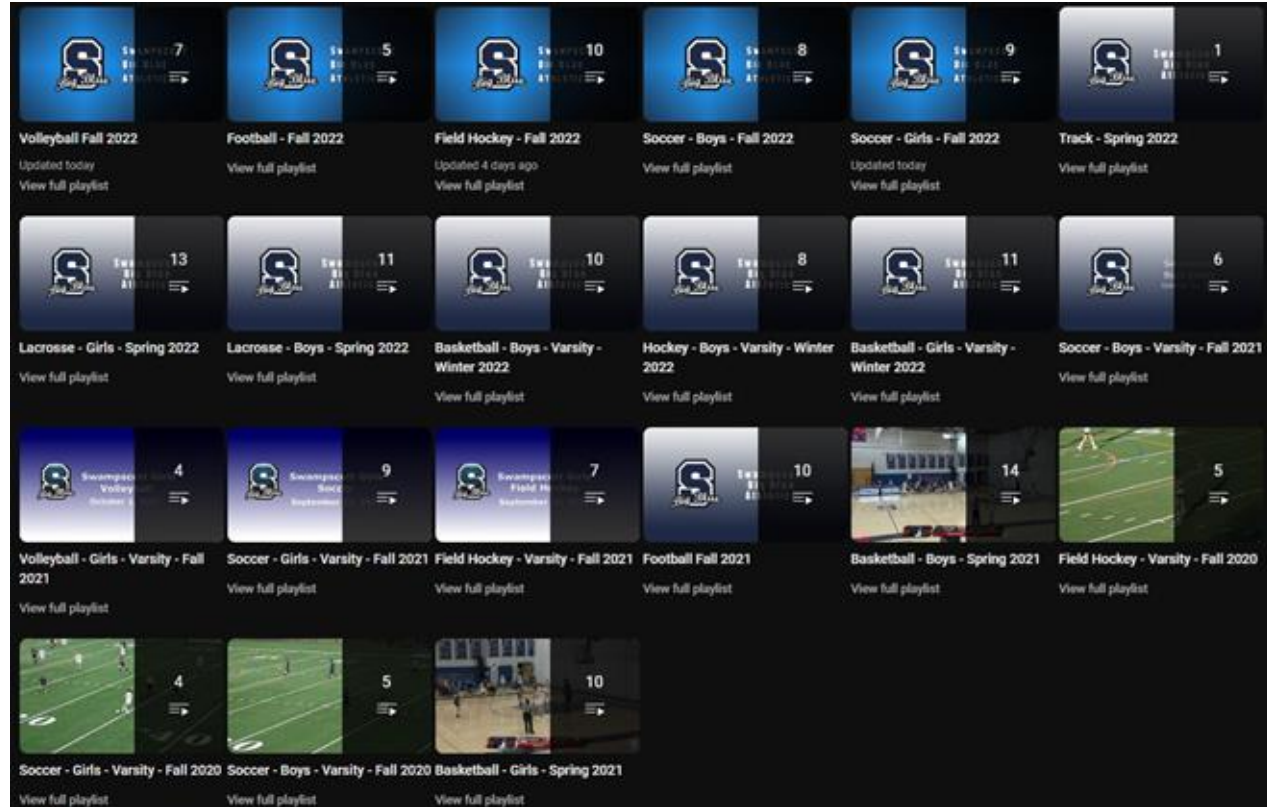


Swampscott TV

Recent Changes and Future Plans

Sports Broadcasts

- Live broadcasts on YouTube and Cable TV
- Announcing
- Approximately 30 active student employees
- Over 150 broadcasts since 2020





Increased Facilitation of Committee Meetings

- Live
 - Select Board
 - School Committee
 - Zoning Board of Appeals
 - Planning Board
- Hybrid Spaces
 - B129
 - Senior Center
 - Town Hall
 - Police Station



Development of PEG Access

- New website
 - swampscottma.tv
- Coming Soon
 - Community workshops
 - Local origination
 - Third cable channel(Verizon Contract)



Swampscott Television Visioning Committee.

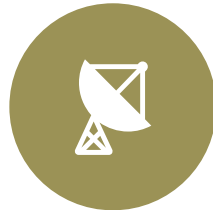
Update on Verizon Contract Negotiations

A Cable TV Renewal License Update – November 2nd
2022

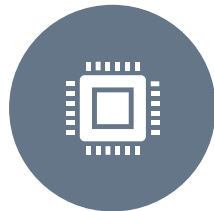
Introduction



THE TOWN VISIONING COMMITTEE WORKS WITH THE TA, SB MEMBERS AND TOWN STAFF TO NEGOTIATE THE RENEWAL OF THE CABLE CONTRACTS



SWAMPSCOTT IS SERVED BY TWO CABLE TV LICENSES:
COMCAST
VERIZON



MASS DEPARTMENT OF TELECOMMUNICATIONS AND CABLE (DTC) **REQUIRES** A FORMAL & METHODOICAL RENEWAL LICENSE PROCESS



PHASE 1 IS "ASCERTAINMENT" – "FIND SOMETHING OUT FOR CERTAIN" **COMPLETED FALL OF 2021**



ASCERTAINMENT PROTECTS A MUNICIPALITY'S RIGHT TO ASSESS THE CHARTER'S PAST PERFORMANCE & DETERMINE FUTURE NEEDS & INTERESTS OF THE COMMUNITY



PHASE 2 IS "NEGOTIATING" THE CABLE TV RENEWAL LICENSE FOR ANOTHER 10 YEARS

FOR “ASCERTAINMENT”

Solicited input from the community with respect to Charter’s performance as well as the future needs & interests of the community by conducting a municipality-wide survey

Meet with community organizations to determine terms & conditions have been particularly beneficial to the community


Reviewed consumer complaint records, including CTV Form 500 & municipal records

Obtained & reviewed service area maps to identify unserved parts of the Town

Reviewed Cable TV licenses signed by other carriers & Mass communities

Phase 1 – Ascertainment: Completed

Verizon sent Ascertainment Report, proposed Cable TV Renewal License, & Request for proposal in 2021



Ascertainment Report:



Strong & direct

- Evidence based
- Feedback & written input from 223 residents
- #1 Request—more local programs!

What The Committee Can Negotiate

Based on State and Federal Law, these items may be negotiated:

- Town & community needs
- Town resident input, consumer complaints, etc.
- Spectrum performance, unserved parts of the community, & improved service
- License comparison with other towns in MA
- Capital & operational funding (PEG Access Channels)

But these may not be negotiated:

- Price of cable service or added fees
- Programming

PHASE II – Cable TV Renewal License Negotiations

Verizon: asked to submit their proposed Cable TV Renewal License by Oct 1st

10 month review process: review & assess Verizon's proposal

Negotiate Cable TV Renewal License: with K-P Law legal assistance

If no agreement, current Cable TV license continues

Committee worked to negotiate the best possible Cable TV Renewal License

What We Wanted in the Renewal License

- Full 5% funding of PEG operations, with quarterly payments, as allowed by FCC guidelines
- Additional Renewal License protections
- Conversion of all 1 PEG channel to HD broadcasting in 2023
- 5-year Renewal License term

5 Year Contract

3.1%
Further increase or
decrease dependent
on contract
negotiations with
Comcast.

\$69K in Capital
Financing for
equipment over 5
years

1 HD Channel

What we Were
Able to Achieve

SUMMARY



The Committee and will work with the TA to negotiate the best possible Cable TV Renewal License.



Cable TV market dynamics are rapidly changing in today's competitive digital market.



Phase II process will go on for months – you will be kept informed.



We welcome your comments, input, & suggestions.

Questions?

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

NOVEMBER 2, 2022

**SELECT BOARD
TOWN OF SWAMPSCOTT,
MASSACHUSETTS**

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SUBJECT TO SECTION 3.3

EXHIBIT B – GROSS REVENUE REPORTING FORM

EXHIBIT C – FORM OF PERFORMANCE BOND

THIS CABLE TELEVISION RENEWAL LICENSE (this “License” or “Agreement”) is entered into by and between the Select Board of the Town of Swampscott, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of November 20, 2006, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of fifteen (15) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to the Licensee, the Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which Licensee shall make available to the Town without charge for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Town or its PEG Access Designee.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7). The Cable System shall not include, in whole or in part, the network facilities of the Licensee to the extent that such facilities are subject to Title II or used for the provision of Information Services. Notwithstanding the foregoing sentence, unless otherwise permitted by federal or State law, the Licensee may not provide Cable Service over the Public Rights-of-Way in the Town other than pursuant to the terms of this License (and any amendments and renewals thereto).

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended.

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Licensee's affairs.

1.11. *Educational Access Channel*: An Access Channel available for the non-commercial use of the local public schools in the Town.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Licensee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, epidemics, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *FTTP Network*: Shall have the meaning set forth in the recitals of this Agreement.

1.15. *Government Access Channel*: An Access Channel available for the non-commercial use of the Issuing Authority or its PEG Access Designee.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Licensee from the operation of the Cable System to provide Cable Service in the Town, provided, however, that Gross Revenue shall not include:

1.16.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System;

1.16.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.16.3. Refunds, rebates or discounts made to Subscribers or other third parties;

1.16.4. Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Licensee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders;

1.16.5. Any revenue of Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.16.6. Revenues from the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable license fees from purchaser's customer;

1.16.7. Any tax of general applicability imposed upon Licensee or upon Subscribers by a Town, state, federal or any other governmental entity and required to be collected by Licensee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross

receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable license fees);

1.16.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cable or other communications services to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.16.9. Revenues from the sales of capital assets or sales of surplus equipment;

1.16.10. Program launch fees;

1.16.11. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; and

1.16.12. Any fees or charges collected from Subscribers or other third parties for the License Fee, PEG Grant and PEG Access Support.

1.17. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p.

1.18. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.19. *Internet Access Service:* Dial-up or broadband access service that enables Subscribers to access the Internet.

1.20. *Issuing Authority:* The Select Board of the Town of Swampscott.

1.21. *License Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.22. *Licensee:* Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.23. *Massachusetts Cable Law:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.24. *Non-Cable Services:* Any service that does not constitute Cable Service in the Town including, but not limited to, Information Services and Telecommunications Services.

1.25. *PEG:* Public, educational, and governmental.

1.26. *Person:* An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.27. *Public Access Channel*: An Access Channel available for the non-commercial use by the residents in the Town and/or the PEG Access Designee.

1.28. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.29. *Service Area*: The entire existing territorial limits of the Town.

1.30. *Standard Definition (SD) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.31. *State*: The Commonwealth of Massachusetts.

1.32. *Subscriber*: A Person who lawfully receives Cable Service of the Cable System with Licensee's express permission.

1.33. *Telecommunications Facilities*: Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.34. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.35. *Title II*: Title II of the Communications Act.

1.36. *Title VI*: Title VI of the Communications Act.

1.37. *Town*: The Town of Swampscott, Massachusetts.

1.38. *Transfer of the License*:

1.38.1. Any transaction in which:

1.38.1.1. an ownership or other interest in Licensee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.38.1.2. the rights held by Licensee under this License are transferred or assigned to another Person or group of Persons.

1.38.2. However, notwithstanding Sections 1.40.1.1 and 1.40.1.2 above, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action

which is the result of a merger of another Affiliate of the Licensee, unless otherwise provided by law.

1.39. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

1.40. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the Town.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this License and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to operate and maintain a Cable System within the Town, for the purpose of providing Cable Service. Notwithstanding any provision of this License, unless otherwise permitted by federal or State law, the Licensee may not provide Cable Service over the Public Rights-of-Way in the Town other than pursuant to the terms of this License (and any amendments and renewals thereto). Reference herein to "Public Rights-of-Way" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town or which is inconsistent with the purposes for which it was taken, purchased and/or dedicated. This License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose unless otherwise provided herein. However, nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied. The Licensee's FTTP Network in the Public Rights-of-Way, which the Licensee has upgraded under its Title II authority, is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law, including all lawful and applicable Town bylaws and regulations regarding rights-of-way and public works matters, including rights-of-way management requirements with regard to public safety and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such a Town bylaw or regulation. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term*: The term of this License shall be for a period of five (5) years, commencing on November 2, 2022 (the "Effective Date"), and shall expire at midnight on November 1, 2027,

unless the License is earlier terminated by Licensee pursuant to the terms of Sections 2.4 or 2.5 of this License or revoked by the Issuing Authority as provided herein.

2.4. *Termination:* Notwithstanding any provision herein to the contrary, Licensee may terminate this License upon one hundred and eighty (180) days' written notice to the Issuing Authority. Licensee shall not provide the notice of termination sooner than the beginning of the 31st month following the Effective Date.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If the Issuing Authority enters into any franchise agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Town and provided that such terms or conditions can be reasonably demonstrated to materially and adversely affect Verizon's competitive position relative to any VSP that has entered an agreement, etc. that is deemed materially less burdensome, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice, commence negotiations to modify this License to create reasonable competitive equity between Licensee and such other VSP. The PEG Grant and PEG Access Support, as provided in Sections 6.3 and 6.4, will not be subject to modification under this Section 2.5.1 or 2.5.2.

2.5.2. In the event the parties do not reach mutually acceptable agreement on a modification requested by Licensee, Licensee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

a. commencing license renewal proceedings in accordance with 47 U.S.C. §546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

b. terminating the License within three (3) years from written notice to the Issuing Authority;

c. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association;

d. submitting the matter to mediation by a mutually-acceptable mediator; or

e. submitting the matter to the Cable Division of the Massachusetts Department of Telecommunications and Cable.

2.5.3. PEG Grant and PEG Access Support payments under this License shall be modified in accordance with the terms and conditions set forth in Sections 6.3 and 6.4 hereunder.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any

time during the term of this License. Any such rights which are granted shall not adversely impact the authority as granted under this License and shall not interfere with the existing facilities of the Cable System or the FTTP Network.

2.7. *License Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions of federal and State law as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law.

2.8. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

2.9. *No Waiver:*

2.9.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.9.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.10. *Construction of Agreement:*

2.10.1. The provisions of this License shall be liberally construed to effectuate their objectives.

2.10.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.10.3. Should any change to local bylaws, rules or regulations cause the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option the parties shall submit the matter to binding arbitration.

2.11. *Police Powers:* The Town shall not enact any bylaws that are inconsistent with this License, provided however that nothing in this License shall be construed to prohibit the

reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers causes the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option, the parties shall submit the matter to binding arbitration.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:*

3.1.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings, or other residential dwelling units that Licensee cannot access under reasonable terms and conditions after good faith negotiation, as determined by Licensee; (F) in areas, developments, buildings, or other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, building, or other residential dwelling unit by using Licensee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas, developments, buildings, or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date where the average density at the time of the request for Cable Service is equal to or less than twenty (20) residential dwelling units per aerial mile and forty (40) residential dwelling units per underground mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line and where Licensee has not secured written agreements for the provision of Cable Service from at least twenty (20) residential dwelling units per mile, or where Licensee is unable, after good faith efforts, to make Cable Service available on a commercially reasonable basis; (H) in areas where the occupied residential household density does not meet the density requirement set forth in Section 3.1.2; and (I) to Subscribers who fail to abide by Licensee's terms and conditions of service.

3.1.2. *Density Requirement:* Subject to Section 3.1.1, Licensee shall make Cable Services available to residential dwelling units existing as of the Effective Date in all areas of the Service Area where the average density is equal to or greater than thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2. *Availability of Cable Service:* Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Service Area in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee shall provide Cable Service, Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within one hundred twenty five (125) feet of trunk or feeder lines not otherwise already

served by Licensee's FTTP Network. Licensee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred twenty five (125) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Licensee shall provide written notice to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, Licensee shall provide, without charge, one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town to public schools, police and fire stations, public libraries and other municipal public buildings designated in writing by the Issuing Authority and set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3. The Town recognizes that equipment provided by Licensee shall be replaced at retail rates if lost, stolen or damaged. Licensee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred twenty five (125) feet of drop cable; provided, however, that Licensee shall not charge for the provision of Basic Service to the additional service outlets once installed. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the License within the meaning of 207 CMR 3.07.

4. SYSTEM OPERATIONS

4.1. The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not and will not assert jurisdiction over Licensee's FTTP Network in contravention of those limitations.

5. SYSTEM FACILITIES

5.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements:

5.1.1. The System shall be operated with an initial digital passband of between 50 and 860 MHz.

5.1.2. The System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

5.2. *Interconnection:* The Licensee shall operate its Cable System so that it may be interconnected with other cable systems in the Town. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.3. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and applicable State and local EAS plans in order that emergency messages may be distributed over the Cable System.

6. PEG ACCESS SERVICES AND SUPPORT

6.1. PEG Access Channels:

6.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, two (2) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel for a total of three (3) PEG Access Channels.

6.1.2. In addition to the two (2) SD PEG Access Channels referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the Issuing Authority and/or the PEG Access Designee, as designed in writing by the Issuing Authority, as follows: Starting on the Effective Date of this Renewal License, the Issuing Authority may make a written request for such an HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority’s written request, the Licensee shall make such an HD PEG Access Channel available to the Issuing Authority or the PEG Access Designee within two hundred and seventy (270) days of the Licensee’s receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in its written notice a statement of whether the programming on such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming or distinct programming. The Issuing Authority or the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an HD simulcast of an existing SD PEG Access Channel, upon one hundred (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

6.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term. The Issuing Authority expressly acknowledges that an HD PEG Access Channel may not be available at all times during the term of this License on Licensee’s Basic Service Tier and that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

6.1.4. The Licensee may carry PEG Access Programming within and without the Town’s jurisdictional boundaries. If a PEG Access Channel provided under this Article is not being utilized by the Town, Licensee may utilize such PEG Access Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Access Channel for its intended purpose. In

the event that the Town determines to use such PEG capacity, the Town shall provide Licensee with 120 days' prior written notice of such request.

6.2. *PEG Interconnection and Cablecasting:*

6.2.1. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at Swampscott High School, 200 Essex Street, Swampscott (the "PEG Access Interconnection Site") in order to cablecast the PEG Channels. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or its PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is initiated by the Issuing Authority or its PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or its PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or its PEG Access Designee.

6.2.2. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's PEG equipment shall be at the output of the Town's signal processing equipment at the PEG Access Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's side of the demarcation point and used to generate or administer any PEG Access signals, except as necessary to implement the Licensee's responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing VSP may not connect its system to Licensee's System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee's System without Licensee's prior written consent.

6.3. *PEG Grant:*

6.3.1. Licensee shall pay to the Issuing Authority a PEG grant to be used for PEG Access Channel capital funding purposes in the total amount of Sixty-Nine Thousand Dollars (\$69,000.00) (the "PEG Grant"), payable in three (3) equal installments of Twenty-Three Thousand Dollars (\$23,000.00) each, due and payable within forty-five (45) days of the Effective Date, and on the first (1st) and third (3rd) anniversaries of the Effective Date, respectively. The Issuing Authority and/or the PEG Access Designee shall own all facilities and equipment

purchased with the PEG Grant, and for PEG Grant, and Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

6.3.2. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligations set forth above, the Licensee's obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total payment required to be made by any VSP to the Town. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Town. Notwithstanding the foregoing, if at any time during the term of this License, any other VSP ceases to provide cash grants to the Town in support of the production of local PEG programming in accordance with the terms of its respective license agreement, then Licensee's PEG Grant obligation shall also cease. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other VSP's failure to provide a cash grant in accordance with the schedule set forth in such VSP's license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

6.4. *PEG Access Support:*

6.4.1. The Licensee shall provide annual funding to the Issuing Authority for PEG Access Channel operating support or other PEG Access Channel costs and expenses ("PEG Access Support") in the amount of three and one-tenth percent (3.1%) of the Licensee's annual Gross Revenue, subject to the limitation in Section 7.2; however, if the Town issues or renews any cable license after the Effective Date that provide for a higher or lower percentage of PEG Access Support, then the percentage of the Licensee's PEG Access Support payments shall be increased or reduced to match such higher or lower percentage over that same time period. The Issuing Authority shall place Licensee's PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority's control.

6.4.2. The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue reporting form substantially in the form of **Exhibit B**. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of Licensee in accordance with FCC rules, regulations, standards or orders.

6.5. *Indemnity for PEG.* The Issuing Authority and/or its PEG Access Designee shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Licensee to transmit programming consistent with this License and to indemnify, hold harmless and defend Licensee and the Town from and against any and all liability or other injury,

including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The Issuing Authority and/or its PEG Access Designee shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531).

6.6. *Recovery of Costs:* To the extent permitted by federal law, the Licensee shall be allowed to recover the costs of the PEG Grant, the PEG Access Support and any other costs including interconnection costs, arising from the provision of PEG Access services, from Subscribers and to include such costs as separately billed line items on each Subscriber's bill. Without limiting the foregoing, if allowed under State and federal laws, Licensee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6.7. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

7. LICENSE FEES

7.1. *License Fee:* Pursuant to Section 9 of the Massachusetts Cable Law, the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the "License Fee").

7.2. *Maximum License/Franchise Fee Obligation:* Any fee, tax, assessment, grant, contribution of any type (including in-kind) or expenditure paid or incurred by the Licensee under this License and/or under applicable State law in connection with the provision by Licensee of Cable Service in the Service Area is subject to classification as a "franchise fee" and the five percent (5%) cap on such fees in accordance with Sections 622(b) and (g) of the Communications Act (47 U.S.C. § 542) and applicable federal rules and regulations.

7.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

7.4. *Limitation on Actions:* The parties agree that the period of limitation for recovery of any payment obligation under this Agreement shall be three (3) years from the date on which payment by the Licensee is due.

8. CUSTOMER SERVICE

8.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR 10.00, as amended; provided, however, that Licensee may satisfy the requirements of

47 C.F.R. § 76.309(c)(1)(v) through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

8.2. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

9. REPORTS AND RECORDS

9.1. *Open Books and Records:* Upon reasonable written notice to the Licensee and with no less than thirty (30) business days written notice to the Licensee, the Issuing Authority or its designated authorized representative(s) shall have the right to inspect Licensee's books and records including all documents in whatever form maintained, including electronic media, pertaining to the Cable System or the Licensee's provision of Cable Service in the Town during Licensee's regular business hours at an office of Licensee and on a reasonable and non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the purpose of the review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. The Issuing Authority shall treat any information disclosed by Licensee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

9.2. *Records Required:* Licensee shall at all times maintain:

9.1.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term "complaint" as used herein shall mean any written or verbal contact with Licensee in connection with a subscription in which a Subscriber expresses dissatisfaction with an act, omission, product or service that is (i) within Licensee's control, and (ii) requires a corrective measure on the part of Licensee. Complaints recorded will not be limited to complaints requiring an employee service call;

9.1.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.1.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.1.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

9.1.5. A map showing the area of coverage for the provisioning of Cable Services.

10. INSURANCE AND INDEMNIFICATION

10.1. Insurance:

10.1.1. The Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

10.1.1.1. Commercial General Liability Insurance in the amount of four million dollars (\$4,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the Town.

10.1.1.2. Automobile Liability Insurance in the amount of four million dollars (\$4,000,000) combined single limit each accident for bodily injury and property damage coverage.

10.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease - each employee: \$100,000; \$500,000 disease-policy limit.

10.1.2. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

10.1.3. Upon receipt of notice from its insurer(s) the Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

10.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

10.1.5. Upon written request, the Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

10.2. Indemnification:

10.2.1. Licensee shall indemnify, defend and hold the Town harmless at all times during the term of this License from any and all claims and actions for injury and damage to persons or property, both real and personal, caused by the installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this License. The Town shall provide the Licensee with written notice of a claim or action for which it seeks indemnification under this Section 10.2 within a reasonable time after receipt of such claim or action; provided that in any event the Town shall provide the Licensee with such written notice within a period of time that does not prejudice the Licensee's ability to respond, dismiss or defend

the claim or action. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Licensee in connection with PEG Access or EAS, or the distribution of any Cable Service over the Cable System.

10.2.2. With respect to Licensee's indemnity obligations set forth in Section 10.2.1, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of the Town and the Town does not consent to the terms of any such settlement or compromise, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

10.2.3. The Town shall hold harmless and defend Licensee from and against, and shall be responsible for, damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the Town.

10.2.4. The Town shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law. The Licensee shall not be required to indemnify the Town for acts of the Town which constitute willful misconduct or negligence, on the part of the Town, its employees, agents, or servants.

10.3. *Performance Bond.* Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Fifty Thousand Dollars (\$50,000) securing the performance of Licensee's obligations under this License. The performance bond shall be substantially in the form of **Exhibit C**. In the event that a performance bond provided pursuant to this License is not renewed or is cancelled, Licensee shall provide new security pursuant to this Article within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond.

11. TRANSFER OF LICENSE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of this License shall occur without the prior consent of the Issuing Authority, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.43.2 above except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in

which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00 et. seq.).

12. RENEWAL OF LICENSE

12.1. *Governing Law:* The Town and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546 and applicable provisions of the Massachusetts Cable Law and Section 14.13 below.

12.2. *Needs Assessments:* In addition to the procedures set forth in Section 626 of the Communications Act, the Town shall notify Licensee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Licensee under the terms of this License. Such assessments shall be provided to Licensee by the Town promptly so that Licensee has adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of this License prior to expiration of its term.

12.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Licensee and the Town agree that at any time during the term of the then current License, while affording the public appropriate notice and opportunity to comment, the Town and Licensee may agree to undertake and finalize informal negotiations regarding renewal of the then current License and the Issuing Authority may grant a renewal thereof.

12.4. *Consistent Terms:* Licensee and the Town consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626 of the Communications Act.

13. ENFORCEMENT AND TERMINATION OF LICENSE

13.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice").

13.2. *Licensee's Right to Cure or Respond:* Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the Town shall provide Licensee with written confirmation that such cure has been effected.

13.3. *Public Hearing:* In the event that Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least thirty (30) business days prior written notice of such public hearing, which will

specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard.

13.4. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

13.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.4.2. Commence an action at law for monetary damages or seek other equitable relief;

13.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 10.3 above; or

13.4.4. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 13.5.

13.5. *Revocation:* Should the Issuing Authority seek to revoke this License after following the procedures set forth in this Article, including the public hearing described in Section 13.3, the Issuing Authority shall give written notice to Licensee of such intent. The notice shall set forth the specific nature of the noncompliance. The Licensee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Issuing Authority has not received a satisfactory response from Licensee, it may then seek termination of this License at a second public hearing. The Issuing Authority shall cause to be served upon the Licensee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke this License.

13.5.1. At the designated public hearing and as permitted by law, Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

13.5.2. Following the second public hearing, Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, where applicable, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. Licensee may appeal such written determination of the Issuing Authority to the Cable Division or to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo*. Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be

taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

13.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties:* In any action by the Town or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.3. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

14.4. *Force Majeure:* Licensee shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. Furthermore, the parties hereby agree that it is not the Town's intention to subject Licensee to penalties, fines, forfeitures or revocation of this License for violations of this License where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

14.5. *Performance Evaluations.* If, during the term of this License, the Town conducts an evaluation of Licensee's performance under this License or otherwise related to Licensee's provision of Cable Service in the Town, then the Town shall provide Licensee with a written report with respect to Licensee's compliance within ten (10) days after the conclusion of such evaluation.

14.6. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town required under this License.

14.7. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to the Licensee shall be mailed to:

Verizon New England Inc.

6 Bowdoin Square
10th Floor
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be mailed to:

Town of Swampscott
Town Administrator
Elihu Thomson Administration Building
22 Monument Avenue
Swampscott, MA 01907

14.8. *Entire Agreement:* This License and the Exhibits hereto constitute the entire agreement between Licensee and the Town, and it supersedes all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof. Any local law that conflicts with the provisions of this License are superseded by this License.

14.9. *Amendments and Modification:* Unless otherwise provided herein, amendments or modifications to this License shall be mutually agreed to in writing by the parties.

14.10. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.11. *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

14.12. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.13. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation,

expiration, termination, denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this Agreement.

14.14. *Interpretation:* The Town and Licensee each acknowledge that it has received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.15. *No Third Party Beneficiary:* Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

14.16. *Counterparts:* This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.

AGREED TO THIS 2nd DAY OF NOVEMBER, 2022.

TOWN OF SWAMPSCOTT
By its Select Board:

VERIZON NEW ENGLAND INC.

Neil Duffy, Chair

By: _____
Kevin M. Service, Senior Vice
President of Operations – Consumer
and Mass Business Markets

David Grishman, Vice Chair

Peter Spellios, Member

Katie Phelan, Member

Mary Ellen Fletcher, Member

Approved as to Form:

Verizon Law Department

EXHIBITS

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
SUBJECT TO SECTION 3.3

EXHIBIT B – GROSS REVENUE REPORTING FORM

EXHIBIT C – FORM OF PERFORMANCE BOND

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE SUBJECT TO SECTION 3.3

Clarke School	Norfolk Avenue
Hadley School	24 Redington Street
Machon School	35 Burpee Road
Stanley School	Whitman Road
New Swampscott High School	Essex Street
Swampscott Jr. (Middle) School	Greenwood Avenue
Central Fire Station	76 Burrill Street
Elihu Thompson Admin. Building	22 Monument Avenue
Public Library	61 Burrill Street
Police Station*	86 Burrill Street
Public Works Garage	200 Paradise Road
Council on Aging	Burrill Street
Phillips Park	Humphrey Street
Former Temple Israel Property	837 Humphrey Street
Town Hall Annex	531 Humphrey Street
High School	207 Forest Avenue
Facilities Building	207 Forest Avenue
Senior Center	Greenway

EXHIBIT B

GROSS REVENUES REPORTING FORM

PEG Report 1st Quarter [YEAR]

Sample Town

Verizon - fBA

MA

PEG Fee Rate:

%

MONTH

MONTH

MONTH

Quarter Total

Monthly Recurring
Cable Service Charges
(e.g. Basic, Enhanced
Basic, Premium and
Equipment Rental)

Usage Based Charges
(e.g. PayPer View,
Installation)

Advertising

Home Shopping

Late Payment

Other Misc. (Leased
Access & Other Misc.)

License Fee Billed

PEG Fee Billed

Less:

Bad Debt

Total Receipts subject
to PEG Fee Calculation

PEG Grant Before

Adjustment

Adjustment

PEG Grant

Verizon New England Inc. is hereby requesting that this information be treated as confidential and proprietary business information in accordance with the terms of the Cable Television Renewal License granted to Verizon New England Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

EXHIBIT C

FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$_____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

Exhibit C

Town of Swampscott Renewal License
November 2, 2022

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this _____ day of _____, 2022.

Principal

Surety

By: _____

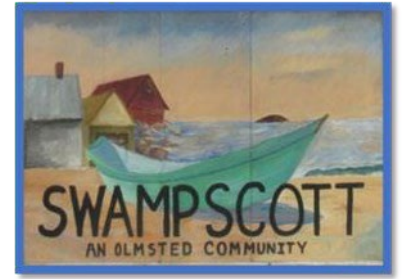
By: _____
_____, Attorney-in-Fact

Accepted by Obligee: _____
(Signature & date above - Print Name, Title below)



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: NOVEMBER 2nd 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.

AGGREGATE INDUSTRIES

I have been working with Atty. Simms to schedule time to continue to meet with AI. Additionally, we have placed AI on notice that they are approaching the 50 Blast limit for 2022.

COMMUNITY DEVELOPMENT

This past week, we have received a proposal to develop housing at the General Glover site. This proposal was expected and was discussed as part of the Special Town Meeting this past Spring. Marzie, along with the Historical Commission & Planning Board, conducted a site visit on Thursday, October 26, 2022.

Marzie is also hard at work updating the Town's Housing Production Plan & Climate Action Plan. The Master Plan, which expires in 2025, is next on her list.

SPECIAL TOWN MEETING

I have been working with the Town Finance Team to outline a number of articles for the Special Town Meeting for December 5th. At this point, we have the following articles:

- Financial Articles: Article 1 – Amend appropriation for Fiscal Year 2023 Operating Budget
- Article 2 – Approve transfer of Free Cash – Adjustments to Tax Rates #
- Article 3 – Approve transfer of Free Cash – Stabilization/OPEB Funds #
- Article 4 – Approve transfer of Free Cash – Collective Bargaining Agreements #
- Article 5 – Establish Compensated Absences Reserve Fund #
- Article 6 – Park Square Land Donation
- Capital Articles Article # - Appropriation for Capital Projects#
- Misc. Articles & Amendments to General & Zoning Bylaws Article # - Acceptance of Supreme Court #

COMMITTEE APPOINTMENTS

My office is working with various chairs & town liaisons to fill vacancies. We have filled approximately 30 vacancies and made over 40 reappointments since the end of June. Anyone interested in filling a vacancy for a specific board or committee is encouraged to attend a few meetings, introduce themselves to current members and apply on the Town's website. There are 24 vacancies that we are working on filling.

INDIGENOUS PEOPLES RECOGNITION MONTH

The Historical Commission is bringing author Emerson Baker to the Library on Saturday, November 12th, at 11:30 to talk about the Nanepashemet's People: Native Inhabitants of Swampscott & Essex County.

LIBRARY

An offer was accepted for a new Reference Librarian/Adult Programmer and a conditional offer is waiting for the new Russian Librarian. She is a recent Ukrainian immigrant & is waiting for her work authorization

The Library's Escape Room was well attended on Oct 26th. All time slots were sold out. The Murder Mystery Dinner party on October 19th attracted 35+ people, most, including our esteemed Director, were in 1920s period costume.

BUILDING DEPARTMENT

Liquor License inspections are starting this week. Steve Cummings and Marzie Galazka met with the DiBiasi group regarding the housing project on Pine Street. Aggregate filed a permit for \$344,0000 to replace aging equipment with modern, efficient equipment this winter.

TOWN CLERK

Early voting is open at Town Hall through this Friday. The Town Clerks office has mailed 3500 ballots and 200/300 people have come in to vote which is about ½ registered voters; Polls will be open from 7:00 a.m. – 8:00 p.m. on November 8th at the High School for all precincts.

The by-law changes approved during the Annual Town Meeting have been approved by the state and we are waiting for Special Town Meeting approvals; Still going through last 10 years of annual reports.

RECREATION

As always, the Recreation Department is busy running fun and inclusive programs for residents to enjoy. Town Hall was open for trick-or-treating for preschoolers and employees went all out – decorating their offices & hallways as well as dressing up for the event. This is our third annual Pre-K trick-or-treat event.

The annual indoor Farmers Market and Town-wide Turkey Hunt are November 20th. Details to follow. December will see breakfast with Santa, the annual holiday festival, parade, gingerbread house contest & light up Swampscott event.

DPW

This past week, I took a drive around Town with Gino Cresta to evaluate the condition of the Town's Fields, roads, and public places. I have created a list of issues that need to be addressed weekly and have discussed with Gino steps to ensure we are keeping a focus on a status of good repair for fences, benches and trash barrels.

Additionally, Gino is busy coordinating Phase IV of King's Beach seawall repairs. Phase V will be completed in the spring.

STAFF MEETING

This past week, we had an opportunity to hold my bi-weekly Department Head meeting in Andrew's Chapel last week. I highly encourage people to see the chapel, as it is on the National Historic Register and an absolute gem of a historic structure. Renovations were completed 10 years ago and it is a solemn and beautiful location.

HAAS CLOSING

Pete Kane has been diligently working with Town Counsel to coordinate the due diligence with the Haas Purchase and Sale. We are scheduled to close on the Haas property this month. I attached a copy of the deed (which still needs to be revised to include a reference to the survey plan). The deed and mylar plan need to be signed by the Select Board.

MAJOR DRUG BUST IN SWAMPSCOTT

Two Swampscott residents were arrested as part of a major effort by local, state and federal law enforcement agencies that conducted sweeps Tuesday morning on the North Shore of Massachusetts. These sweeps targeted gang members and drugs.

TRASH SURVEY

Swampscott's Solid Waste Committee (SWAC) is busy as a bee! They have recently launched a solid waste survey that we are encouraging all Town residents to fill out. The SWAC survey is now live and has already been posted on the Swampscott Web site and Facebook page. The posting as a "news" item on the ToS Web site triggered an automatic email to every resident who subscribes to the "news", so that responses are already coming being complied.

- Paper copies will be available at Town Hall as well as a display flyer with a QR code for residents to capture
- Survey link will also go out via this week's Newsletter that Jody is working on
- Survey will also be promoted at the Farmer's Market
- The link to the SWAC survey are on SWAC on Facebook and on the Town's Web page



HUMAN RESOURCES

In addition to the recent hirings for the Library, the Human Resources Department also has been busy filling three vacancies at Public Works. All have been accepted.

Pete Kane and Chief Archer are working with staff to put together the framework for a new Community Cares Department. More information to come shortly.

VETERANS

November is also shaping up to be busy for our veterans' agencies, including a Celebration of Life for Capt. Jennifer Harris, on Nov. 6th at 11:00, serving Hero Meals for Thanksgiving as well as hosting a breakfast at the Senior Center on Veterans' Day followed by a ceremony on Monument Ave.

Events will be posted on the Veterans' Facebook page as well as the Town's and are listed in the Town Newsletter.

Respectfully Submitted,

Sean R. Fitzgerald
Town Administrator