



TOWN OF SWAMPSCOTT
SELECT BOARD REGULAR SESSION MINUTES
DECEMBER 7, 2022 – 6:00 P.M.
SWAMPSCOTT HIGH SCHOOL, 200 ESSEX STREET
ROOM B129 & VIRTUALLY

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

MEMBERS ABSENT: NONE

OTHER TOWN OFFICIALS PRESENT: SEAN FITZGERALD, TOWN ADMINISTRATOR, AMY SARRO, DIRECTOR OF FINANCE & ADMINISTRATION/ASSISTANT TOWN ADMINISTRATOR, PATRICK LUDDY, TOWN TREASURER/COLLECTOR, GRAHAM ARCHER, FIRE CHIEF, RICHARD SIMMONS, INTERIM TOWN ASSESSOR, MARZIE GALAZKA, DIRECTOR, COMMUNITY & ECONOMIC DEVELOPMENT, ANGELICA NOBLE, ADMINISTRATIVE ASSISTANT/SWAMPSCOTT POLICE & LIQUOR LICENSING, JARED LALIBERTE, TOWN CLERK, POLICE CHIEF RUBIN QUESADA, POLICE SERGEANT JAY LOCKE, FINANCE COMMITTEE MEMBERS: CINDER MCNERNEY, MICHAEL MCCLUNG, NAOMI DREEBEN, SUNIT SHAH, ERIC HARTMANN AND BOARD OF ASSESSORS MEMBERS: NEIL SHEEHAN AND TASIA VASILIOU

OTHER: NONE

A. PUBLIC COMMENT: NONE.

B. NEW & OLD BUSINESS:

1. **RECOGNITION OF SERVICE AND GIFTS FOR TOM RUSKIN AND MONICA TAMBORINI:** GIFTS AND CITATIONS WERE PRESENTED TO TONI BANDOWICZ, CHAIR OF SWAMPSCOTT CONSERVATION COMMISSION ON THEIR BEHALF. MR. RUSKIN & MS. TAMBORINI WERE LONG-STANDING MEMBERS, MAKING A COMMITMENT TO SHARE THEIR TIME, INCLUDING CONSTANT TRAINING AND LEARNING. THEY VOLUNTEERED SELFLESSLY WITH NO EXPECTATIONS TO BE REWARDED. SELECT BOARD MEMBERS COMMENTED THAT THEY ARE APPRECIATIVE OF THEIR TIME AS WELL AS OF MS. BANDOWICZ'S LEADERSHIP.

2. **LICENSE RENEWAL UPDATE:** PRESENTED BY ANGELICA NOBLE, SGT. LOCKE AND CHIEF QUESADA.

i. **LIQUOR:** THE PROCESS FOR RENEWING LIQUOR LICENSES WAS REVIEWED BY MS. NOBLE (RENEWAL PACKETS ARE MAILED, LICENSEES RETURN PACKETS AND PAY THE FEE ALONG WITH THEIR LIQUOR LIABILITY FORM, ARE FINGERPRINTED AND PREMISES ARE INSPECTED BY BUILDING, FIRE & POLICE). ANY BUSINESS NOT IN COMPLIANCE WILL NOT RECEIVE THEIR LICENSE UNTIL THOSE ITEMS HAVE BEEN RECTIFIED. THE POLICE DEPT. PERFORMS AN ANNUAL MINIMUM AGE PURCHASE COMPLIANCE CHECK WHICH HAS TO BE ADVERTISED AND THE ABCC CONDUCTS ITS OWN. LAST YEAR, THE POLICE DEPT. HOSTED A TRAINING WITH A SPECIAL INVESTIGATOR FROM THE ABCC IN WHICH LICENSE HOLDERS WERE ENCOURAGED TO ATTEND. SPECIAL LEGISLATION LICENSES ARE BASED ON THE CENSUS. THE TOWN'S FEE SCHEDULE IS IN LINE WITH NEIGHBORING COMMUNITIES. MS. NOBLE IS CURRENTLY CREATING AN APPLICATION FOR BYOB PERMITS. THE FEE IS \$0 FOR THE FIRST YEAR, \$400 EVERY YEAR THEREAFTER.

MS. GALAZKA DISCUSSED C&L PACKAGE STORE WHICH WAS GRANTED A 6 MONTH EXTENSION IN DECEMBER, 2021. KP LAW SUGGESTS THE BOARD HAVE A SHOW CAUSE HEARING BY DECEMBER 31, 2022. THERE WAS A DISCUSSION ABOUT ISSUING A LIQUOR LICENSE TO SOMEONE WHO DOES NOT HAVE A LOCATION. MS. NOBLE EXPLAINED THAT THEY CAN HOLD THE LICENSE AND THE TOWN STILL HAS ONE AVAILABLE BECAUSE THE QUOTA INCREASED. THIS LICENSE ISN'T PREVENTING ANOTHER LICENSE FROM BEING ISSUED. ANOTHER DISCUSSION ABOUT THE 6 MONTH EXTENSION, WHICH EXPIRED JULY 1, 2022, AND THE NEED TO HAVE A SHOW CAUSE HEARING.

ii. **COMMON VICTUALLERS:** THESE ARE ISSUED THROUGH COMMUNITY DEVELOPMENT. THERE WAS A BRIEF DISCUSSION/PRESENTATION OF THE RENEWAL PROCESS (APPLY, PASS HEALTH DEPT. INSPECTION, PAY \$125 FEE). COMMUNITY DEVELOPMENT RECOMMENDS THAT ALL OF THESE BUSINESSES ARE RENEWED. THOSE LISTED AS PENDING (DOMINO'S, FIVE GUYS, PANERA BREAD & TROPICAL SMOOTHIE CAFÉ) WILL NOT HAVE THEIR LICENSES RENEWED UNTIL ALL ISSUES HAVE BEEN RESOLVED.

iii. **ENTERTAINMENT:** THESE ARE FOR BUSINESSES THAT WANT TO HAVE MUSIC, DANCING, WIDESCREEN TV, MOVIES, ATHLETIC EVENTS AND ARE ALSO ISSUED THROUGH COMMUNITY DEVELOPMENT. MS. NOBLE AND MS. GALAZKA ARE WORKING TO RECATEGORIZE LICENSE FEES, WHICH IS CURRENTLY A FLAT \$125 TO A SLIDING SCALE DEPENDING ON THE TYPE OF ENTERTAINMENT. COMMUNITY DEVELOPMENT RECOMMENDS RENEWAL OF ALL APPLICATIONS AS THERE ARE NO OUTSTANDING ISSUES.

iv. **CLASS II:** THESE ARE USED CAR DEALERSHIPS AND UNDERGO ANNUAL INSPECTIONS BY THE POLICE DEPT. AND OUTSTANDING BALANCES OWED TO THE TOWN MUST BE PAID IN FULL. THERE ARE CURRENTLY 3 BUSINESSES WITH ACTIVE LICENSES WHICH

RESTRICTS THE NUMBER OF CARS ON THE PREMISES. THERE ARE NO LAWS REGULATING ONLINE SALES AS LONG AS THEY ARE NOT ON THEIR PROPERTY. VEHICLES NOT DESIGNATED FOR SALE CAN ALSO BE ON SITE AS ALLOWED BY THE BUILDING INSPECTOR. EUROLINE PLANS TO RENEW THEIRS BUT COULDN'T GET IT DONE TONIGHT. THEY UNDERSTAND THERE COULD BE A LAPSE IN THEIR LICENSE. FOUR SEASONS HAS A LARGE FACILITY & IS ALLOWED UP TO 51 CARS ON SITE, 6 FOR SALE. THERE WAS A DISCUSSION ABOUT SELLING CARS ONLINE (THERE IS NO LIMIT). SGT LOCKE CHECKED THEIR BOOKS LAST WEEK, LOOKING AT WHEN CARS COME IN, HOW LONG THEY'RE THERE AND WHEN THEY LEFT.

THERE WAS A DISCUSSION ABOUT CARS PARKED ON STREETS IN FRONT OF THESE BUSINESSES AND ESPECIALLY ALONG SWAMPSCOTT RD. PER SGT. LOCKE, THE POLICE HAVE ADDRESSED THESE ISSUES, INCLUDING TAGGING VEHICLES AND ARE WORKING ON A PLAN TO ADDRESS THIS. THEY ARE LOOKING INTO WHAT LEGAL "TEETH" THE TOWN HAS BUT ARE NOT GETTING A LOT OF COOPERATION FINDING OUT WHOSE CARS ARE PARKED. THE BUILDING COMMISSIONER IS ALSO LOOKING INTO OPTIONS TO FINE BUSINESSES CAUSING PROBLEMS. THE POLICE ISSUED 7 CITATIONS TODAY INCLUDING 5 FROM PINE ST. SWAMPSCOTT RD. IS HEAVILY TRAVELLED AND THERE IS A CRUISER POSTED THERE. MS. FLETCHER ASKED IF THE POLICE DEPT. CAN COME BACK IN A FEW WEEKS AND GIVE THE BOARD AN UPDATE. SHE LIVES NEAR FOUR SEASONS & DOESN'T SEE THEM AS BEING OUT OF COMPLIANCE.

ANOTHER DISCUSSION ABOUT PARADISE AUTO SALES EXPANDING THEIR BUSINESS – INCREASING THE NUMBER OF BAYS FROM 3 TO 5, AS APPROVED BY THE ZBA. ACCORDING TO MR. SPELLIOS, UNDER ZONING, THIS IS A PROHIBITIVE USE. EXPANSION FROM 3 BAYS TO 5 BAYS IS NON-CONFORMING. APPROVAL BY THE ZBA FOR A NON-CONFORMING BUSINESS IS BUSINESS FRIENDLY BUT NOT NEIGHBOR FRIENDLY AND WE STRUGGLE WITH THESE 3 PROPERTIES EVERY YEAR. HE ALSO STATED THAT OTHER COMMUNITIES HAVE APPLICATIONS ONLINE SO RESIDENTS CAN SEE WHAT IS GOING ON.

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED**: TO APPROVE 23 LIQUOR LICENSE RENEWALS AS PRESENTED WITH THE EXCEPTION OF C & L LIQUORS AND THE CORRECTION OF LICENSE TYPE/CATEGORY FOR RICHDAL, ARES EXPRESS AND LITTLE G'S PROVISIONS. PENDING APPLICATIONS ARE APPROVED PROVIDED OUTSTANDING PENDING ITEMS ARE COMPLETED BY DECEMBER 31, 2022: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION PASSES.

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY MARY ELLEN FLETCHER, IT WAS UNANIMOUSLY **VOTED**: TO APPROVE 37 COMMON VICTUALLERS LICENSE RENEWALS AS PRESENTED. PENDING APPLICATIONS ARE APPROVED PROVIDED ALL OUTSTANDING PENDING ITEMS ARE COMPLETED BY DECEMBER 31, 2022: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION PASSES.

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY MARY ELLEN FLETCHER, IT WAS UNANIMOUSLY **VOTED**: TO APPROVE 12 ENTERTAINMENT LICENSE RENEWALS AS PRESENTED. PENDING APPLICATIONS ARE APPROVED PROVIDED ALL OUTSTANDING PENDING ITEMS ARE COMPLETED BY DECEMBER 31, 2022: 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 THE CLASS II LICENSE RENEWALS AS PRESENTED FOR FOUR SEASONS MOTOR GROUP LLC AND PARADISE AUTO SALES, INC.: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION PASSES.

3. **HAWTHORNE**: THE CLOSING IS THURSDAY OR FRIDAY. EVERYTHING IS IN ORDER, THE ATTORNEYS ARE JUST FINISHING SOME PAPERWORK. THE ATHANASES WILL BE PAYING THE TOWN \$2,000/MONTH IN RENT BUT WILL NOT BE PAYING TAXES.

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED**: THAT THE SELECT BOARD APPROVE AND EXECUTE (1) THE ACCEPTANCE FOR THE DEED FOR 149-169 HUMPHREY STREET (ATHANAS PROPERTY) FROM ANTHONY'S HAWTHORNE, INC. AND TRITON ATLANTIC, LLC AND (2) THE USE AND OCCUPANCY AGREEMENT BETWEEN THE TOWN AND ANTHONY'S HAWTHORNE, INC. AND TRITON ATLANTIC, LLC.: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION PASSES.

4. **TAX RATE**:

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY MARY ELLEN FLETCHER, IT WAS UNANIMOUSLY **VOTED**: TO ENTER INTO PUBLIC MEETING PURSUANT TO G.L. CH. 40, §56, THE SELECT BOARD, FINANCE COMMITTEE & BOARD OF ASSESSORS WILL CONDUCT A PUBLIC HEARING AT 7:20 P.M. ON WEDNESDAY, DECEMBER 7, 2022, FOR THE PURPOSE OF DISCUSSING THE VARIOUS OPTIONS AVAILABLE TO THE TOWN CONCERNING THE FY2023 CLASSIFICATION OF REAL AND PERSONAL PROPERTY ACCORDING TO ITS USE AND THE POSSIBLE ADOPTION OF LOCAL LEVY PERCENTAGES AMONG THE VARIOUS CLASSIFICATIONS.

MR. HARTMAN CALLED THE FINANCE COMMITTEE MEETING TO ORDER AT 7:20 P.M.

MR. SHEEHAN CALLED THE BOARD OF ASSESSORS MEETING TO ORDER AT 7:21 P.M.

HERE TO TALK ABOUT TAX CLASSIFICATION & THE SHIFT. THIS IS A VOTE OF THE SELECT BOARD BUT THE FINANCE COMMITTEE & BOARD OF ASSESSORS ARE HERE TO PROVIDE THEIR THOUGHTS.

THERE WAS A DISCUSSION ABOUT SHIFTING 175% VS 170%, HOW RESIDENTIAL UNIT VALUES HAVE INCREASED (15% FOR SINGLE-FAMILY HOMES, 20% FOR CONDOS – WHITE COURT ACCOUNTS FOR THE 20% INCREASE IN CONDOS). LAST YEAR, WE COULDN'T SHIFT MORE THAN 170% BUT WE'RE ABOVE THE MINIMUM SO WE CAN SHIFT UP. THE BURDEN ON COMMERCIAL PROPERTIES IS SHIFTING TO RESIDENTIAL. MS. FLETCHER REQUESTED THAT THE FINANCE TEAM CAN SHOW THE BURDEN AT PER \$1,000 VALUATION IN ADDITION TO THE MEDIAN. AT 170, WHOLE FOODS WOULD BE AT \$368,869, AT 175%, THEY WOULD BE AT \$379,739. THE AVERAGE SINGLE-FAMILY HOME TAX BILL WOULD INCREASE TO \$8,015.97 (\$373.73) AT 170% OR DECREASE TO \$7,981.8 (\$339.59 DIFFERENCE) AT A 175% SHIFT. MR. DUFFY PREFERENCES SHIFT OF 175% AND DOES NOT WANT TO ADOPT THE EXEMPTIONS. MS. FLETCHER DISCUSSED THE SMALL BUSINESS EXEMPTION. IT WAS NOT ADOPTED LAST YEAR BUT TA FITZGERALD SENT A SURVEY TO SMALL BUSINESSES ASKING THEIR THOUGHTS AND RECEIVED NO REPLIES.

DISCUSSION ABOUT THE SHIFT: MR. SPELLIOS - USING FREE CASH AND ADDITIONAL SHIFT TO TAKE BURDEN OFF TAXPAYERS. WE'VE SIGNED RICHEST CONTRACT EVER DONE, PURCHASING OPEN SPACE, PRESSURE IS ON TOWN'S BUDGET, AMOUNT OF FREE CASH IS DECREASING. DOR MAY NOT LET US USE THE 175% SHIFT NEXT YEAR. THE MEDIAN INCREASE IN SINGLE-FAMILY HOMES IS GOING TO INCREASE. MS. PHELAN - THE BENEFIT IS STILL THERE BUT WE CAN'T RESERVE THE BENEFIT. MS. FLETCHER DOES NOT SEEN THE PROBLEM WITH 175% SHIFT AND DOES NOT SEE THE BENEFIT OF RESERVING THE BENEFIT FOR FUTURE YEARS. IF WE HAVE TO WE CAN CHANGE SOME OF OUR POLICIES AND MAKE ADJUSTMENTS TO OUR STABILIZATION ACCOUNTS. CAN TIGHTEN UP BUDGET, USE SOME OF OUR RESERVES AMONG OTHER THINGS. TA FITZGERALD – WE ARE NOT GOING TO CUT OUR WAY OUT OF THIS PROBLEM, WE NEED TO GROW. WE'RE MISSING OPPORTUNITIES.

MR. SIMMONS DISCUSSED THE EXEMPTIONS: THE RESIDENTIAL EXEMPTION MAY BE GRANTED UP TO 35%, PUTTING A HIGHER TAX BURDEN ON HIGHER VALUED PROPERTIES & NON-OWNER-OCCUPIED PROPERTIES. IF WE ADOPT A 35% EXEMPTION, THE RESIDENTIAL RATE OF \$12.83 INCREASES TO \$19.74. THE TOWNS MOST INTERESTED IN EXEMPTIONS ARE RESORT COMMUNITIES & THOSE HEAVY WITH MULTI-FAMILY HOMES. MR. SIMMONS DOES NOT FEEL THAT THE SMALL COMMERCIAL EXEMPTIONS MAKE SENSE AND DOES NOT RECOMMEND ADOPTING THOSE.

UPON **MOTION**, DULY MADE BY CINDER MCNERNEY, SECONDED BY SUNIT SHAH, IT WAS UNANIMOUSLY **VOTED**: TO ADJOURN THE FINANCE COMMITTEE PORTION OF THE PUBLIC MEETING AT 8:17 P.M.: ALL IN FAVOR: YES; ANY OPPOSED: NO. MOTION PASSES.

UPON **MOTION**, DULY MADE BY TASIA VASILIOU, SECONDED BY NEIL SHEEHAN, IT WAS UNANIMOUSLY **VOTED**: TO ADJOURN THE BOARD OF ASSESSORS PORTION OF THE PUBLIC MEETING AT 8:17 P.M.: ALL IN FAVOR: YES; ANY OPPOSED: NO. MOTION PASSES.

UPON **MOTION**, DULY MADE BY KATIE PHELAN, SECONDED BY MARY ELLEN FLETCHER, IT WAS UNANIMOUSLY **VOTED**: TO ADJOURN THE BOARD OF ASSESSORS PORTION OF THE PUBLIC MEETING AT 8:18 P.M.: ALL IN FAVOR: YES; ANY OPPOSED: NO. MOTION PASSES.

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY PETER SPELLIOS, IT WAS **VOTED**: TO MOVE THAT THE BOARD SELECT A RESIDENTIAL FACTOR OF 0.9480 (A CIP SHIFT OF 170%) FOR THE FISCAL YEAR 2023 TAX LEVY AND, IN ORDER TO EFFECT THIS POLICY, THE BOARD HEREBY AUTHORIZES SEAN FITZGERALD, TOWN ADMINISTRATOR, TO ELECTRONICALLY SIGN ON BEHALF OF THE SELECT BOARD ON THE MASSACHUSETTS DEPARTMENT OF REVENUE'S GATEWAY SYSTEM: ALL IN FAVOR: 3 (GRISHMAN, PHELAN, SPELLIOS). ANY OPPOSED: 2 (DUFFY/FLETCHER). MOTION PASSES.

UPON **MOTION**, DULY MADE BY PETER SPELLIOS, SECONDED BY MARY ELLEN FLETCHER, IT WAS UNANIMOUSLY **VOTED**: TO MOVE THAT THE BOARD CHOOSE NOT TO ADOPT A RESIDENTIAL EXEMPTION FOR FISCAL YEAR 2023: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION PASSES.

UPON **MOTION**, DULY MADE BY PETER SPELLIOS, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED**: TO MOVE THAT THE BOARD CHOOSE NOT TO ADOPT A SMALL COMMERCIAL EXEMPTION FOR FISCAL YEAR 2023: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION PASSES.

C. VOTES OF THE BOARD:

1. APPROVAL OF THE CONSENT AGENDA:

- i. REGULAR MEETING MINUTES OF 11/30/22

UPON **MOTION**, DULY MADE BY MARY ELLEN FLETCHER, SECONDED BY DAVID GRISHMAN, IT WAS UNANIMOUSLY **VOTED** TO: APPROVE THE CONSENT AGENDA (MINUTES OF 11/30/22) AS PRESENTED: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION PASSES.

D. TOWN ADMINISTRATOR'S REPORT:

1. MET W MAYOR NICHOLSON AND THE LYNN WATER & SEWER COMMISSION TO GIVE AN UPDATE ON KING'S BEACH. WE DISCUSSED THE PREFERRED TREATMENT – UV DISINFECTION AS BEING THE MOST COST EFFECTIVE ALTERNATIVE TO ALLEVIATE HEALTH RISKS AND DISCUSSED WHERE TO LOCATE IT. WE HAVE TO DO OUR DUE DILIGENCE AND REACH OUT TO OUR LEGISLATIVE DELEGATION FOR UPDATES. WE ARE ALSO LOOKING AT THE OUTFALL PIPE EXTENSION FOR PHASE II. I AM GOING TO SEE GOV. BAKER & GET HIS ASSISTANCE IN ADVOCATING.
2. THE TOWN RECEIVED A \$19,000 GRANT TO UPDATE OUR HAZARDOUS MITIGATION PLAN – THIS WILL MAKE US ELIGIBLE FOR MORE GRANTS.
3. THERE ARE SOME GREAT EVENTS COMING UP SPONSORED BY THE RECREATION DEPT. INCLUDING THE ANNUAL GINGERBREAD HOUSE CONTEST, BREAKFAST WITH SANTA, AN OUTDOOR HOLIDAY FESTIVAL AND TREE LIGHTING AND A FIRST NIGHT CELEBRATION.
4. I AM GRATEFUL FOR THOSE WHO CAME OUT TO CELEBRATE LIFE OF SPC. JARED RAYMOND. VSO MIKE SWEENEY & HIS WIFE, SARAH, COORDINATED A WONDERFUL CEREMONY. THE VFW AUXILIARY IS HOSTING A BLOOD DRIVE THIS FRIDAY. EVERYONE WHO COMES AND BRINGS A FRIEND IS AUTOMATICALLY ENTERED INTO A DRAWING TO WIN 2 CELTICS TICKETS.
5. THE ANNUAL CARE DIMENSIONS TREE LIGHTING IS TOMORROW NIGHT AT 5:00 P.M.

E. SELECT BOARD TIME

MR. DUFFY: WE ANNOUNCED AT THE SPECIAL TOWN MEETING THAT WE ARE HAVING A KICKOFF EVENT TO START DISCUSSIONS ON THE FUTURE OF THE HAWTHORNE PROPERTY. THIS WILL BE ON SATURDAY, 1/28. DETAILS WILL FOLLOW.

MS. FLETCHER: 1) TODAY IS PEARL HARBOR DAY. WE LOST OVER 2,000 PEOPLE; 2) THANK YOU TO THE CITIZEN WHO PROVIDED THE J. RAYMOND MEMORIAL; 3) WE TOOK CARE OF RATIFYING THE FIREFIGHTERS CONTRACT AT THE SPECIAL TOWN MEETING, DO WE HAVE TO FINISH UP WITH A VOTE? PER MR. DUFFY, THE BOARD HAS TO VOTE TO USE THE ARPA FUNDS FOR ONE-TIME PAYMENTS. CONTRACTS ARE ALL SETTLED NOW FOR ANOTHER 18 MONTHS.

MR. GRISHMAN: 1) EXCITED TO GIVE BLOOD FRIDAY AND I CHALLENGE COLLEAGUES TO COME; 2) REMEMBER TO SUPPORT SMALL BUSINESSES THIS SEASON. IT IS IMPORTANT THAT WE SUPPORT THEM - SHOP LOCAL, BUY GIFT CARDS AND PAY ATTENTION TO THE SWAMPSCOTT NEST FOR A GIFT CARD CHALLENGE THAT WILL BE HAPPENING IN TOWN.

MS. PHELAN: THANKED THE HARBOR & WATERFRONT COMMITTEE FOR THEIR PRESENTATION ON THE FISH PIER AT THE SPECIAL TOWN MEETING. EVERYONE IS INVITED TO PARTICIPATE IN OPEN DISCUSSION AND SHE ENCOURAGES EVERYONE TO ATTEND.

MR. SPELLIOS: THANKED THE POLICE DEPT. FOR HAVING BODY CAMERAS ACTIVATED AND WORN. THIS PROGRAM WAS STARTED MANY YEARS AGO. HE BELIEVES THEIR USE WILL INSTILL GREATER TRUST IN OUR COMMUNITY & VISITORS.

UPON **MOTION**, DULY MADE BY DAVID GRISHMAN, SECONDED BY MARY ELLEN FLETCHER, IT WAS UNANIMOUSLY **VOTED** TO: ADJOURN AT 8:54 P.M.: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION PASSES.

TRUE ATTEST,

Dianne Marchese

DIANNE MARCHESE, ADMINISTRATIVE ASSISTANT TO THE TOWN ADMINISTRATOR & SELECT BOARD

ATTACHMENTS:

LICENSE RENEWAL PRESENTATION

HAWTHORNE QUITCLAIM DEED

HAWTHORNE USE & OCCUPANCY AGREEMENT

TAX CLASSIFICATION PRESENTATION

TOWN ADMINISTRATOR'S REPORT

TOWN OF SWAMPSCOTT



ANNUAL LICENSE RENEWALS

RETAIL LIQUOR
COMMON VICTUALLAR
ENTERTAINMENT
CLASS II



ANNUAL LIQUOR LICENSE PROCESS

October:

- Renewal packets explaining all procedures and responsibilities are mailed to all retail license holders
- List of licensees is sent to the Building and Police Departments

November:

- All licensees are required to submit **completed** packets and annual fees by November 30, 2022
 - Annual Renewal form
 - Liquor Liability Insurance form
- All licensees are fingerprinted at the Police Station
- Inspections are completed by:
 - Building Department
 - Fire Department
 - Police Department
- Building Department confirms inspections are complete
- The Town Treasurer confirms all licensee accounts are current

ANNUAL LIQUOR LICENSE PROCESS

December:

- Select Board votes to approve the Annual Liquor License
- Renewal forms are forwarded to the ABCC
- 2023 Liquor License are delivered to all establishments

**AN APPROVED LICENSE WILL
NOT BE ISSUED IF THERE ARE ANY
PENDING ITEMS**

2022 Amendments

- New License – Pomona III
- Transfer of License – ThaiRiffic by the Sea
- Alteration of Premises – Café Avellino
- Closed – Uno's Chicago Grill

FINGERPRINTING

The Town of Swampscott adopted the Civil Fingerprinting for Certain License Applicants Bylaw (“Bylaw”) consistent with the authorizing statute, G.L. c. 6, §172B ½, 28 CFR 20.33(a)(3) and Public Law 92-544.

This Bylaw requires any and all applying for a license to sell alcoholic beverages to provide the fingerprints of their “responsible manager” to the Police Department for processing of a state and national fingerprint-based criminal history check.

Results are sent electronically to Police Department and verified by the Police Chief.

Annual Fees

\$70.00 to the Town of Swampscott
\$30.00 to the Commonwealth of Massachusetts



MINIMUM AGE PURCHASE COMPLIANCE CHECK

ANNUAL COMPLIANCE

- Performed by the Criminal Investigations Department (CID)
- In January, per MGL, a Public Notice is posted at the Police Station, Town Hall and the local newspaper
- Notice is also sent to establishments as part of the renewal packet

ANNUAL POSTING

Notice to Swampscott Liquor License Holders

The Massachusetts Alcohol Beverage Control Commission, in conjunction with The Swampscott Police Department, will be conducting minimum age purchase law compliance checks throughout the year of 2023.

Any inquiries regarding this operation can be directed to the Department at (781)595-1111. This notice will be posted in local newspapers in January 2023, in the lobby of the Police station and the Town Clerks Office.

DAILY OPERATIONS

- Establishments are monitor by the Police Department
- Any disturbance is communicated to the Chief
 - Follow-up with the establishment is mandatory
- Lynn District court provides a quarterly report containing all OUI's or arrests involving any licensed establishment
- CID performs administrative checks throughout the year
 - Confirms proper signage is posted
 - Answers any questions or concerns
- Hosts training in conjunction with ABCC at Police Department
 - Last training was held on March 10, 2022

LICENSE FEES

License Type	Section	License Category	Annual Fee
Restaurant	12 – On Premise	All Alcoholic	\$2,400
Restaurant	12 – On Premise	Wines & Malt	\$2,100
Club	12 – On Premise	All Alcoholic	\$1,400
Club	12 – On Premise	Wines & Malt	\$1,100
Veteran's Club	12 – On Premise	All Alcoholic	\$1,400
Package Store	15 – Off Premise	All Alcoholic	\$2,200
Package Store	15 – Off Premise	Wines & Malt	\$1,900
Bring Your Own Bottle	-----	Wines & Malt	\$400

BYOB & ONE DAY PERMIT

BYOB LICENSE

- Policy adopted by Select Board on November 16, 2022
- Alcoholic beverages are limited to malt beverages and wine, as defined in G.L. c.138, §1
- Industry-approved alcohol training program required
- Consumption of alcohol must be limited to the hours of operation as indicated on the Common Victualler's license issued to the establishment
- Permittee must allow compliance inspection by SPD or ABCC.
- Proof of Liquor liability insurance
- Annual Fee: \$400
- Fee waived for first-year applicants
- Currently working to finalize application

ONE DAY PERMIT

- \$50 per event
- 8 permits issued in 2022
- - 4 issued in 2021



LICENSE QUOTA



Restaurants & Clubs

SECTION 12 – ON PREMISE

License Category:	Total Allowed	Issued	TOTAL AVAILABLE
All Alcoholic Beverages (CENSUS)	17	13	4
* Special Legislation	8	2	6
* Veterans Club	UNLIMITED	1	UNLIMITED
Wines & Malt	5	1	4

Package Store

SECTION 15 – OFF PREMISE

License Category:	Total Allowed	Issued	TOTAL AVAILABLE
All Alcoholic Beverages (CENSUS)	4	3	1
Wines & Malt	5	3	2

* Denotes Exemption of Census Quota
No limit on # of Veterans Clubs allowed

SECTION 12 ON PREMISE

10 AVAILABLE

Restaurant All Alcohol	
★ Café Avellino	Bertucci's
CHI	Gourmet Garden
G Restaurant	Hawthorn by the Sea
★ Mexicali Cantina Grill	Mission on the Bay
Njord Haven	Paradiso
ThaiRiffic by the Sea	ZestFriendz

Club All Alcohol
St. John the Baptist
Swampscott Club
Swampscott Yacht Club

Veterans Club All Alcohol
★ VFW Post #1240

4 AVAILABLE

Restaurant Wines and Malt
Pomona III

★ Special Legislation
★ Veterans Club

SECTION 15 OFF PREMISE

1 AVAILABLE

Package Store All Alcohol
Burrill Street Liquors
C+L Liquors
Vinnin Square Liquors

2 AVAILABLE

Package Store Wines and Malt
Ares Express
Little G Provisions
Richdale

Business Name	Address	License Type/Category	Fee	Inspection (Police)	Inspection (Fire/Building)	Pending
Café Avellino	242 Humphrey St	All Alcohol – Restaurant	\$2400	✓	Scheduled – 12/8	None
Bertucci's	450 Paradise Rd	All Alcohol – Restaurant	\$2400	✓	Pending	None
Chi Asian Cuisine	435 Paradise Rd	All Alcohol – Restaurant	\$2400	✓	✓	None
G Restaurant	256 Humphrey St	All Alcohol – Restaurant	\$2400	✓	Scheduled – 12/8	None
Gourmet Garden	430 Paradise Rd	All Alcohol – Restaurant	\$2400	✓	✓	None
Hawthorne by the Sea	153 Humphrey St	All Alcohol – Restaurant	\$2400	✓	Scheduled – 12/8	None
Mexicali Cantina Grill	443 Paradise Rd	All Alcohol – Restaurant	\$2400	✓	✓	None
Mission on the Bay	141 Humphrey St	All Alcohol – Restaurant	\$2400	✓	✓	None
Njord Haven	408 Humphrey St	All Alcohol – Restaurant	\$2400	✓	✓	None
Paradiso	15 Railroad Ave	All Alcohol – Restaurant	\$2400	✓	✓	None
ThaiRiffic By the Sea	146 Humphrey St	All Alcohol – Restaurant	\$2400	✓	Pending	None
ZestFriendz	286 Humphrey St	All Alcohol – Restaurant	\$2400	✓	✓	None

Business Name	Address	License Type/Category	Fee	Inspection (Police)	Inspection (Fire/Building)	Pending
Pomona III	128 Humphrey St	Wines & Malt – Restaurant	\$2100	✓	✓	None
VFW Post #1240	10 New Ocean St	All Alcohol – Vet Club	\$1400	✓	Scheduled – 12/8	*Change of Manager*
St. John the Baptist	430 Paradise Rd	All Alcohol – Club	\$1400	✓	Scheduled – 12/8	None
Swampscott Club	362 Humphrey St	All Alcohol – Club	\$1400	✓	✓	None
Swampscott Yacht Club	443 Paradise Rd	All Alcohol – Club	\$1400	✓	✓	None
Burrill Street Liquors	205 Burrill St	All Alcohol – Package Store	\$2200	✓	✓	None
C&L Liquors	N/A	All Alcohol – Package Store	\$2200	✓	✓	*Location
Vinnin Square Liquors	371 Paradise Rd	All Alcohol – Package Store	\$2200	✓	✓	None
Ares Express	408 Humphrey St	All Alcohol – Wines & Malt	\$1900	✓	✓	None
Little G Provisions	248-252 Humphrey St	All Alcohol – Wines & Malt	\$1900	✓	Scheduled – 12/8	None
Richdale	444 Humphrey St	All Alcohol – Wines & Malt	\$1900	✓	✓	None

COMMON VICTUALLER RENEWAL PROCESS

-
- Required for any business that serves food and has indoor and/or outdoor seating
 - Applications are generated in Office of Community Development
 - Department of Health approves each application – new and/or renewed
 - Renewed licenses to be issued to applicant at end of December for upcoming calendar year
 - Annual renewal fee: \$125

COMMON VICTUALLER LICENSE

Business Name	Address	Hours of Operation	Capacity	Renewal Status
Andrea's Taqueria	646 Humphrey St	Mon – Sun: 11am – 10pm	22	Approved
The Beach Club	80 Shepard Ave	Memorial Day – Mid September Mon – Sun: 8am – 9pm	140	Approved
Bertucci's	450 Paradise Rd	Sun – Wed: 11am – 9:30pm Thu: 11am – 10pm Fri-Sat: 11am – 11pm	180 (indoor) 20 (outdoor)	Approved
Café Avellino	242 Humphrey St	Mon-Sun: 9am – 12am	40	Approved
Captain Pizza	3 Railroad Ave	Mon – Sat: 11am – 9pm	18	Approved
Chi Asian Cuisine	435 Paradise Rd	Mon – Sun: 11am – 11pm	90	Approved
Chipotle Mexican Grill	450 Paradise Rd	Mon – Sun: 10:45am – 10pm	56	Approved
Cindy's Superette	653 Humphrey St	Mon – Sun: 9am – 9pm	14	Approved
Cookie Monstah	505 Paradise Rd	Sun – Thu: 11am – 9pm Fri – Sat: 11am – 10pm	38 (indoor) 12 (outdoor)	Approved
Domino's Pizza	430 Paradise Rd	Mon – Sun: 10:30am – 12am	6	Pending
Dunkin'	980 Paradise Rd	Mon – Sun: 5am – 9pm	13	Approved
Five Guys	980 Paradise Rd	Mon – Sun: 11am – 10pm	52	Pending

COMMON VICTUALLER LICENSE

Business Name	Address	Hours of Operation	Capacity	Renewal Status
Flip the Bird	450 Paradise Rd	Mon – Sun: 11am – 9pm	10	Approved
G Bar & Kitchen	256 Humphrey St	Mon – Sat: 11am – 10pm	57	Approved
Gourmet Garden	430 Paradise Rd	Mon – Sun: 11am – 11pm	150 (indoor) 25 (outdoor)	Approved
Hawthorne by the Sea	153 Humphrey St	Wed – Thu: 5pm – 9pm Fri: 4pm – 9pm Sat – Sun: 12pm – 9pm	415	Approved
Jersey Mike's Subs	425 Paradise Rd	Mon – Sun: 10am – 9pm	14	Approved
Lincoln's Landing	156 Humphrey St	Mon – Sun (closed Wed): 7am – 2pm	43	Approved
Little G Provisions	250 Humphrey St	Mon – Sun: 9am – 10pm	20	Approved
Mexicali Cantina Grill	443 Paradise Rd	Mon – Sun: 11:30am – 10pm	180	Approved
Mission on the Bay	435 Paradise Rd	Sun: 11am – 9:30pm Mon – Thu: 11:30am – 9:30pm Fri – Sat: 11am – 10:30pm	428	Approved
Njord Haven	408 Humphrey St	Wed – Sun: 5pm – 11pm	50	Approved
O-Yo Frozen Yogurt	136 Humphrey St	Mon – Fri: 12:30pm – 9pm Sat – Sun: 12pm – 9pm	17	Approved
Panera Bread	433 Paradise Rd	Mon – Thu: 6am – 9:30pm Fri – Sat: 6am – 10pm Sun: 6am – 9pm	116	Pending

COMMON VICTUALLER LICENSE

Business Name	Address	Hours of Operation	Capacity	Renewal Status
Paradiso Ristorante	15 Railroad Ave	Mon – Sun: 8am – 12am	118	Approved
Pomona Café	128 Humphrey St	Mon – Sun: 8am – 9pm	30 (in) 12 (out)	Approved
Popo's Hot Dogs / Kells	168 Humphrey St	April – September Mon – Sun: 11am – 10pm	10	Approved
Qdoba Mexican Eats	1016 Paradise Rd	Sun – Thu: 10:30am – 10pm Fri – Sat: 10:30am – 11pm	56	Approved
St. John the Baptist Club	40 Burpee Ter	Mon – Sun: 8am – 11pm	225	Approved
Starbucks	450 Paradise Rd	Mon – Sun: 5am – 7:30pm	24	Approved
Swampscott Senior Center	200R Essex St	Mon – Thu: 8:30am – 4pm Fri: 8:30am – 3pm	100	Approved
Thairiffic by the Sea	146 Humphrey St	Mon – Sun: 12pm – 2:30pm and 5pm – 10pm	50	Approved
Tony & Lena's Sandwich Shop	88 Cherry St	Mon – Sat: 10am – 9pm Sun: 11am – 8pm	2	Approved
Tropical Smoothie Café	450 Paradise Rd	Mon – Fri: 7am – 9pm Sat: 8am – 9pm Sun: 9am – 9pm	26	Pending
VFW Post 1240	8 Pine St	Mon – Sun: 11am – 12am	50	Approved
Volo Craft Pizza	152 Humphrey St	Mon – Sun: 11am – 8pm	6	Approved
ZestFriendz	286 Humphrey St	Mon – Sun: 7am – 10pm	61	Approved

ENTERTAINMENT LICENSE RENEWAL PROCESS

-
- Uses for Entertainment License:
 - Music: Live, Vocal, Instrumental
 - Dancing
 - Widescreen TV
 - Movies
 - Athletic Event
 - Application – available through Office of Community Development
 - All balances owed to Town must be paid in full prior to issuance
 - Annual renewal fee: \$125
 - Renewed licenses to be issued to applicant at end of December for upcoming calendar year
 - No complaints received by Community Development in 2022
 - Currently working on recategorization and sliding fees for Entertainment Licenses for following years

ENTERTAINMENT LICENSE APPLICATIONS RECOMMENDED

Business Name	Address	Entertainment Hours	Entertainment Type
Café Avellino	242 Humphrey St	Mon-Sun: 9AM – 11PM	Vocal, Instrumental (3)
Chi Asian Cuisine	435 Paradise Rd	Fri-Sat: 9PM – close	Widescreen TV, Karaoke, DJ, Instrumental (2), Vocal
Dunkin Donuts	980 Paradise Rd	Mon-Sun: 5AM – 8PM	Widescreen TV (2)
Gourmet Garden	430 Paradise Rd	Sun-Thu: until 10PM Fri-Sat: until 12AM	Widescreen TV (3), DJ, Dancing by patrons, Karaoke, Instrumental (2), Vocal (2)
Hawthorne by the Sea	153 Humphrey St	Mon-Fri: 10AM – 11PM	Dancing by Patrons, Instrumental (3-5)
Mexicali Cantina Grill	443 Paradise Rd	Mon-Sun: 8AM – 12AM	Widescreen TV (8)

ENTERTAINMENT LICENSE APPLICATIONS RECOMMENDED

Business Name	Address	Entertainment Hours	Entertainment Type
Mission on the Bay	141 Humphrey St	Mon-Sun: 11AM – 12AM	Widescreen TV (7), DJ, Instrumental (5)
Njord Haven	408 Humphrey St	Mon-Sun: 5PM – 11PM	Audio Device
Paradiso Ristorante	15 Railroad Ave	Mon-Sun: 8AM – 12AM	Audio Device, TV (5), Widescreen TV (1)
St. John's the Baptist Club	40 Burpee Ter	Mon-Sun: 8AM – 11PM	DJ, Instrumental (4), Floor Show (dance recitals), Athletic Event (school banquets)
Swampscott Senior Center	200R Essex St	Mon-Thu: 8AM – 10PM	Audio Device, Widescreen TV, Projector, Trivia, Board Games, Table Games, Automatic Amusement Games, Disc Jockey, Dancing by Patrons, Karaoke, Floor Show, Athletic Events
VFW Post 1240	8 Pine St	Mon-Sun: 8AM – 11PM	DJ, Instrumental (4), Floor Show (dance recitals), Athletic Event (school banquets)

CLASS II LICENSE RENEWAL PROCEDURES



- Annual Renewal Fee: \$125
- Annual inspection conducted by Police Department
- All balances owed to Town must be paid in full prior to issuance
- Renewed licenses to be returned to applicant at end of December for upcoming calendar year
- MGL does not limit the number of preowned vehicles a Class II licensee sells via the online website

Business	Address	# of cars	Rec?
Four Seasons Motor Group LLC	460 Humphrey St	6	✓
Paradise Auto Sales, Inc.	219 Paradise Rd	4	✓
Euroline Motors	218-222 Paradise Rd	4	✗

FOUR SEASONS MOTOR GROUP LLC



PARADISE AUTO SALES, INC.



EUROLINE MOTORS



QUITCLAIM DEED

ANTHONY’S HAWTHORNE, INC., a Massachusetts corporation, having an address of 299 Salem Street, Swampscott, MA 01907, and **TRITON ATLANTIC, LLC**, a Massachusetts limited liability company, having an address of 24 Commonwealth Avenue, Boston, MA 02116,

for consideration paid and in full consideration of **SEVEN MILLION DOLLARS and 00/100 (\$7,000,000.00)**,

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***

Four (4) parcels of land, together with the buildings and improvements thereon, situated in Swampscott, Essex County, Massachusetts, bounded and described as follows:

PARCEL I:

- NORTHEASTERLY by Humphrey Street, fifty-five (55) feet;
- SOUTHEASTERLY by land now or late of Knowlton, seventy-eight (78) feet;
- SOUTHWESTERLY by land now or formerly of Knowlton, fifty-five (55) feet;
- NORTHWESTERLY by Cliffside Avenue, eighty (80) feet

Be all of said measurements more or less or however otherwise bounded and described.

PARCEL II:

- NORTHERLY by Humphrey Street 58.11 ft.
- EASTERLY by land now or formerly owned by Roman Catholic Archbishop by three courses, 193 ft., 3.0 ft. and 131 ft. by 58 ft. in parallel and 55 ft. parallel respectively, with the westerly line as shown on a plan hereinafter referred to,
- SOUTHERLY by the mean high water line of Nahant Bay, about 60 ft.,
- WESTERLY by land now or formerly owned by Humphrey Street Trust and of R.A. Shmishkiss 346.6/10ths ft.

Containing about 18,270 sq. ft. more or less, all as shown on a plan entitled “Swampscott, Mass., proposed subdivision of land, owners as shown, O.W. McIntosh, Civil Engineer, Lynn. Scale 1 inch – 30 ft., August, 1968” recorded at the Registry as Plan No. 472 of 1968.

PARCEL III:

The land in said Swampscott, together with the buildings thereon, situated on the Southwesterly side of Humphrey Street, and bounded and described as follows:

Beginning at the southeasterly corner at the intersection of Humphrey Street and Cliffside Avenue, thence running

- SOUTHWESTERLY by Cliffside Avenue a distance of one hundred eighty-one and 69/100 (181.69) feet to a point at the end of Cliffside Avenue; thence turning and running
- SOUTHEASTERLY by the end of said Cliffside Avenue a distance of twenty (20) feet to a point; thence turning and running
- NORTHEASTERLY by Cliffside Avenue a distance of one hundred four and 28/100 (104.28) feet to land now or formerly of Swampscott Bank Building Trust; thence turning and running
- SOUTHEASTERLY by land of said Trust, a distance of fifty-four and 79/100 (54.79) feet to a point of land of Roman Catholic Archbishop; thence turning and running

SOUTHWESTERLY by land of said Roman Catholic Archbishop a distance of two hundred sixty (260) feet more or less to the mean high water line of Nahant Bay; thence turning and running

NORTHWESTERLY, SOUTHWESTERLY, NORTHERLY, NORTHEASTERLY and again NORTHERLY along the mean high water line of Nahant Bay to land now or formerly of Mortimer D. Doane and Kathleen D. Butt; thence turning and running

NORTHEASTERLY by land of said Doane and Butt a distance of one hundred thirty-five and $\frac{81}{100}$ (135.81) feet to Humphrey Street; thence turning and running

SOUTHEASTERLY by said Humphrey Street a distance of one hundred one and $\frac{25}{100}$ (101.25) feet to Cliffside Avenue and point of beginning.

Said lot containing 38,950 square feet more or less, and being shown on "Plan of Land in Swampscott, Mass. Surveyed for The Oxford Trust of Lynn, January 27, 1965, Bradford & Weed, Civil Engineers," recorded with the Essex South District Registry of Deeds in Plan Book 110, Plan 37.

Together with an easement for all purposes for which a public might be used over Cliffside Avenue to Humphrey Street; and all other effective rights, easement and agreements. Also all the grantor's right, title and interest in the fee of Cliffside Avenue.

PARCEL IV:

A certain parcel of land with the buildings thereon, situated in Swampscott, Essex County, Massachusetts, being more particularly bounded and described as follows:

BEGINNING at a point on Cliffside Avenue at land of Ingelfinger; thence running:

NORTHWESTERLY by land of Ingelfinger, fifty-six and $\frac{48}{100}$ (56.48) feet to land now or formerly of the Blaisdell Confectionery Company; thence turning and running

SOUTHWESTERLY by said land now or formerly of the Blaisdell Confectionery Company, thirty-nine and $\frac{54}{100}$ (39.54) feet to a point; thence turning and running

NORTHWESTERLY but more westerly by said land now or formerly of the Blaisdell Confectionery Company, forty and $\frac{94}{100}$ (40.94) feet to Nahant Bay; thence turning and running

SOUTHERLY by said Nahant Bay, fifty-three and 74/100 (53.74) feet to land now or formerly of Knowlton; thence turning and running

SOUTHEASTERLY by said land now or formerly of Knowlton, sixty-eight and 43/100 (68.43) feet to said Cliffside Avenue; thence turning and running

NORTHEASTERLY by Cliffside Avenue, eighty-nine and 41/100 (89.41) feet to land of Ingelfinger and the point of beginning.

Together with a right of way in and over Cliffside Avenue.

For Grantors' Title See the Deed recorded at the Essex South District Registry of Deed in Book 40062, at Page 545. See also the Deeds recorded at the Essex South District Registry of Deed in Book 8716, at Page 373 and in Book 5486, at 308.

IN ACCORDANCE WITH G.L. C. 63, §30, THE GRANTORS HEREUNDER, TRITON ATLANTIC, LLC AND ANTHONY'S HAWTHORNE, INC., CERTIFY THAT THE CONVEYANCE CONSTITUTES A SALE OR TRANSFER IN THE ORDINARY COURSE OF THE GRANTORS' BUSINESS.

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

The Grantors certify 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 aforesaid property.

[END OF DOCUMENT]
[SIGNATURE(S) / ACKNOWLEDGEMENT ON FOLLOWING PAGE(S)]

PROPERTY ADDRESS: 149-169 HUMPHREY STREET, SWAMPSCOTT, MA 01907

Executed this day of December, 2022.

ANTHONY'S HAWTHORNE, INC.

By: Anthony Athanas, Jr., President
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December , 2022

On this day of December, 2022, before me, the undersigned notary public, personally appeared Anthony Athanas, Jr., President of Anthony's Hawthorne, Inc., who proved to me through satisfactory evidence of identification, which was a valid, unexpired government issued identification card, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

PROPERTY ADDRESS: 149-169 HUMPHREY STREET, SWAMPSCOTT, MA 01907

Executed this day of December, 2022.

ANTHONY'S HAWTHORNE, INC.

By: Paul Athanas, Treasurer
Duly Authorized

STATE OF FLORIDA

, ss.

December , 2022

On this day of December, 2022, before me, the undersigned notary public, personally appeared Paul Athanas, Treasurer of Anthony's Hawthorne, Inc., who proved to me through satisfactory evidence of identification, which was a valid, unexpired government issued identification card, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

PROPERTY ADDRESS: 149-169 HUMPHREY STREET, SWAMPSCOTT, MA 01907

Executed this day of December, 2022.

TRITON ATLANTIC, LLC

By: Anthony Athanas, Manager
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December , 2022

On this day of December, 2022, before me, the undersigned notary public, personally appeared Anthony Athanas, Jr., Manager of Triton Atlantic, LLC, who proved to me through satisfactory evidence of identification, which was a valid, unexpired government issued identification card, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

PROPERTY ADDRESS: 149-169 HUMPHREY STREET, SWAMPSCOTT, MA 01907

Executed this day of December, 2022.

TRITON ATLANTIC, LLC

By: Michael Athanas, Manager
Duly Authorized

STATE OF NEW YORK

, ss.

December , 2022

On this day of December, 2022, before me, the undersigned notary public, personally appeared Michael Athanas, Manager of Triton Atlantic, LLC, who proved to me through satisfactory evidence of identification, which was a valid, unexpired government issued identification card, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

PROPERTY ADDRESS: 149-169 HUMPHREY STREET, SWAMPSCOTT, MA 01907

Executed this day of December, 2022.

TRITON ATLANTIC, LLC

By: Paul Athanas, Manager
Duly Authorized

STATE OF FLORIDA

, ss.

December , 2022

On this day of December, 2022, before me, the undersigned notary public, personally appeared Paul Athanas, Manager of Triton Atlantic, LLC, who proved to me through satisfactory evidence of identification, which was a valid, unexpired government issued identification card, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

ACCEPTANCE

The Swampscott Select Board accepts the foregoing deed from Anthony's Hawthorne, Inc. and Triton Atlantic, LLC, for property located at 149-169 Humphrey Street, Swampscott, pursuant to the vote under Article 1 of the June 14, 2022 Special Town Meeting this 7th day of December, 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 7th day of December, 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:

USE AND OCCUPANCY AGREEMENT

This Agreement is made this ____ day of December, 2022, by and between **Anthony's Hawthorne, Inc.**, a Massachusetts corporation, having an address of 299 Salem Street, Swampscott, MA 01907, and **Triton Atlantic, LLC**, a Massachusetts limited liability company, having an address of 24 Commonwealth Avenue, Boston, MA 02116 (the "Sellers"), and the **Town of Swampscott**, a Massachusetts municipal corporation, having an address of Swampscott Town Hall, 22 Monument Avenue, Swampscott, MA 01907 (the "Buyer").

WITNESSETH:

WHEREAS, the Sellers and the Buyer have executed a Purchase and Sale Agreement (the "P&S"), dated December 1, 2022 in which the Sellers have agreed to sell and the Buyer has agreed to buy the property located at 149-169 Humphrey Street, Swampscott, Massachusetts, being Assessor's Tax Map 2-185-0, containing 1.378 acres, more or less, and Assessor's Tax Map 2-189-0, containing .095 acres (the "Premises");

WHEREAS, the Closing Date as specified in P&S is October 31, 2022 (as the same may be extended pursuant to the terms of the Agreement or by agreement of the parties, the "Closing");

WHEREAS, the Sellers wish to use and occupy the Premises after the Closing; and

WHEREAS, the Buyer wishes to accommodate the Sellers desire to use and occupy the Premises after the Closing.

NOW, THEREFORE, the parties hereto agree as follows:

1. Occupancy and Term. The Sellers shall have the right to use and occupy the Premises beginning on the Closing Date and terminating on the Termination Date. For the purposes of this Agreement, the Termination Date shall be one year (twelve months) from the Closing Date, December 8, 2023 (the "Occupancy Period"). Notwithstanding the foregoing, the Buyer has the right to access the Premises for purposes of viewing, inspecting and evaluating the same so long as such access does not unreasonably interfere with the restaurant operations of the Sellers and so long as the Buyer provides Sellers not less than twenty-four (24) hours' notice of their intent to so access the Premises. The Sellers may, at their sole discretion, terminate this Agreement at any time by sending notice thereof to the Buyer.

2. Payments. The Sellers agree to pay to the Buyer \$2,000.00 per month, in advance of the first day of each month hereunder, and a pro rata amount for a portion of any month within the term hereof, for the use and occupancy of the Premises. If the Sellers fail to vacate the Premises on the Termination Date, the Sellers agree to pay to the Buyers \$500.00 per day for each day past the Termination Date that they remain in possession of the Premises. Should the Sellers elect to terminate this Agreement at any time during its pendency, all use and occupancy

payment obligations hereunder shall likewise terminate upon the Sellers surrendering the Premises in broom clean condition free of personal effects unless otherwise noted in the P&S.

3. Utilities. The Sellers shall pay all amounts due for any and all utilities for the Premises, including water, electricity, and gas, so long as they occupy the Premises.

4. Condition of Premises. The Sellers shall maintain the Premises in the same condition as they were in as of the Closing Date and shall not permit the Premises to be damaged or suffer any waste. The Sellers shall not be entitled to alter the Premises in any manner. On the Termination Date, the Sellers shall surrender the Premises in broom clean condition free of personal effects unless otherwise noted in the P&S. The Buyer shall be entitled to inspect the Premises on the Termination Date to ensure that the condition of the Premises complies with the terms of this Paragraph. Sellers shall be responsible for any and all costs and expenses related to the Premises, including the improvements thereon, and Buyer shall have no liability therefor.

5. Release/Indemnification. The Sellers agree they shall use and occupy the Premises at their sole risk and hazard, and the Buyer shall not be responsible for any loss or any damage to any or all of the Sellers' personal belongings/property. The Sellers shall indemnify and save harmless the Buyer against and from all claims, expenses, or liabilities of whatever nature (a) arising directly or indirectly from any default or breach by Sellers or their licensees, agents, patrons, customers, servants, or employees under any of the terms or covenants of this Agreement or the failure of Sellers to comply with any rule, order, regulation, or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or Sellers' use thereof; or (b) arising directly or indirectly from any accident, injury, or damage, however caused, to any person or property, on or about the Premises; or (c) arising directly or indirectly from any accident, injury, or damage to any person or property occurring outside the Premises but where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission, or negligence on the part of Sellers, or Sellers' contractors, licensees, agents, servants, employees or customers, or anyone claiming by or through Sellers. Provided, however, that in no event shall Sellers be obligated under this clause to indemnify Buyer to the extent such claim, expense, or liability results from the gross negligence or willful misconduct of the Buyer or the Buyer's agents or employees. This indemnity and hold harmless agreement shall include, without limitation, indemnity against all expenses, attorney's fees and liabilities incurred in connection with any such claim or proceeding brought thereon and the defense thereof with counsel acceptable to Buyer. At the request of Buyer, Sellers shall defend any such claim or proceeding directly on behalf and for the benefit of Buyer.

6. Liability Insurance. Seller shall maintain, during the Occupancy Period and for so long as Sellers or any property of Sellers continue to be on the Premises, a policy of commercial general liability insurance under which the insurer agrees to defend, indemnify and hold Buyer harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages mentioned in this Agreement, in the broadest form of such coverage from time to time available in Massachusetts. The policy shall be written on an occurrence basis and include contractual liability coverage to cover any liabilities assumed under this Agreement, insuring against all claims for injury to or death of

persons or damage to property on or about the Premises or arising out of the use of the Premises, including products liability, and completed operations liability, and shall not be affected by any breach of Sellers thereunder. Such policy shall designate Sellers as a named insured, shall be reasonably satisfactory to Buyer, including, without limitation, the amount of any deductible thereunder, and Buyer shall be named as an additional insured, as its interests appear. Each such policy shall be non-cancelable and non-amendable with respect to Buyer without thirty (30) days prior written notice to Buyer. Such insurance, written on a per occurrence basis, shall have a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the general aggregate, and excess liability (so-called umbrella) coverage having a limit of Five Million Dollars (\$5,000,000.00) and shall be primary and noncontributory. Furthermore, Buyer shall be named as an additional insured on all of Sellers' insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as Seller shall select and Buyer shall approve, which approval Buyer agrees not to withhold unreasonably. Certificates of all policies procured by Sellers in compliance with its obligations under this Agreement shall be delivered to Buyer on or before the Closing Date, and thereafter at least thirty (30) days prior to the expiration of any such policy. Sellers agree that Sellers and all property on the Premises shall be at the sole risk and hazard of the Sellers, and that Buyer shall not be responsible for any loss or any damage to the property of any of the Sellers.

7. Liens and Encumbrances. Sellers shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Sellers in connection with any work performed at the direction of Sellers and shall cause any such lien to be released of record without cost to Buyer within sixty (60) days of the filing of the lien. Buyer shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, and the laborers and materialmen furnishing labor and materials to the Premises or any part thereof shall release Buyer and the Premises from any liability.

7. Hazard Insurance Requirements. The Sellers agree to maintain in full force throughout the term of this Agreement, and thereafter so long as Sellers are in occupancy of any part of the Premises, a policy, reasonably satisfactory to Buyer, including, without limitation, the amount of any deductible thereunder, insuring any all fixtures, equipment, and other personal property of Sellers against damage or destruction by fire or other casualty in an amount equal to the full replacement cost of such property. Sellers shall also maintain insurance against such other hazards as may from time to time reasonably be required by Buyer, provided that such insurance is customarily carried by restaurants in the greater Boston area.

8. Escrowed Funds. In accordance with the terms of the P&S, Buyer has withheld the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (the "Escrowed Funds") from the purchase price of the Premises for the purpose of ensuring that: Sellers vacate the Premises at the end of the Occupancy Period and deliver it free and clear of all tenants and occupants, vehicles, equipment, materials or other personal property, and otherwise in the condition in which Sellers are required to deliver the Premises under the P&S (the "Surrender Condition") and comply with the terms of this Agreement. If Sellers vacate the Premises on or before the Termination Date in accordance with this Agreement, and are in compliance with the

terms of this Agreement, the Escrowed Funds (or any balance remaining) shall be paid to Sellers within thirty (30) days following the Termination Date. If Sellers fail to deliver the Premises in the Surrender Condition or to make any payments due to Buyer hereunder, Buyer shall have the right to deduct any sum required to deliver the Premises in the Surrender Condition and/or any amounts owed by Seller hereunder from the Escrowed Funds (including, without limitation, the penalty fee stated in Section 9), and the balance of the Escrowed Funds, if any, shall be refunded to Sellers. Sellers agree that Sellers shall be liable for all losses and damages, including reasonable attorneys' fees, incurred by Buyer due to Sellers' failure to surrender the Premises on the Termination Date in accordance with this Agreement, including, but not limited to, moving and storage costs, legal fees and court costs associated with the removal of Sellers and/or any property from the Premises, and that Buyer shall have the right to deduct the same from the Escrowed Funds. To that end, it is understood and agreed that Buyer's actual damages on account of a default by Sellers may exceed the amount of the Escrowed Funds and the Escrowed Funds shall not be construed to limit such damages.

9. Penalty. If Sellers fail to vacate the Premises on the Termination Date, Seller shall pay Buyer \$500.00 per day for each day past the Termination Date that the Premises are not delivered to Buyer in the Surrender Condition. Buyer shall have the right to deduct such penalty from the Escrowed Funds.

10. Default. If Sellers fail to comply with the terms of this Agreement and such failure is not cured within fourteen (14) days from Buyer's written notice of the default to Sellers, Buyer shall have the right to terminate this Agreement by giving Sellers written notice thereof, whereupon Sellers shall vacate the Premises in compliance with the terms of this Agreement within thirty (30) days of the date of Buyer's termination notice. If Buyer makes any expenditures or incurs any obligations for the payment of money in connection with Sellers' default, including but not limited to, Sellers' failure to surrender the Premises in the Surrender Condition, such sums and obligations, together with reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, shall be paid by Sellers to Buyer, or Seller shall have the right to use the Escrowed Funds if Seller does not make the payments due hereunder.

11. Assignment. Sellers agrees that no tenancy of any nature has been established by the execution of this Agreement by Buyer. Seller further understands that the occupancy right granted hereby is personal to Sellers and such rights or the Premises cannot be assigned, subleased or otherwise transferred without Buyer's prior written consent, which consent may be withheld in Buyer's absolute discretion. Notwithstanding the foregoing, Sellers shall remain liable to Buyer for the full performance of the covenants and conditions of this Agreement. Furthermore, Buyer shall not be responsible for providing notice to terminate under the laws of the Commonwealth of Massachusetts. Failure of Sellers to vacate the Premises on or before the Termination Date shall be deemed a trespass and Buyer shall have the right to have Sellers and their effects removed from the Premises under the laws of the Commonwealth relative to trespass. The provisions of this section shall survive termination of this Agreement.

12. Escrow Agent.

(a) The Escrowed Funds shall be held by KP Law, P.C. (the “Escrow Agent”), in a non-interest bearing account and shall be disbursed in accordance with this Agreement.

(b) The Escrow Agent agrees to perform all its duties and obligations imposed upon it by this Agreement. The parties acknowledge and agree that the Escrow Agent (i) shall be obligated only for the performance of the duties specifically set forth in this Agreement; (ii) shall not be obligated to take any legal or other action hereunder which might in its judgment involve any expense or liability unless it shall have been furnished with acceptable indemnification; (iii) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction (including, without limitation, wire transfer instructions whether incorporated or provided in a separate instruction), instrument, statement, request or document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility for determining its accuracy, (iv) may consult counsel satisfactory to it, including in-house counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion of counsel; (v) shall not be liable for any act or omission taken or suffered in good faith with respect to this Agreement, unless such act or omission constitutes negligence or willful misconduct on the part of the Escrow Agent; (vi) shall not be under any obligation to advance any of its own funds hereunder; and (vii) whenever it shall deem it necessary or desirable that a matter be provided or established prior to taking or suffering any action hereunder, may request instruction, direction and certificates from the other parties and shall be fully protected in relying on any such instruction, direction or certificates. Buyer and Sellers hereby agree jointly and severally to indemnify and hold harmless the Escrow Agent from and against any and all losses, liabilities, costs (including attorneys’ fees) and other expenses in any way incurred by the Escrow Agent in connection with or as a result of any disagreement between Buyer and Sellers under this Agreement or otherwise incurred by the Escrow Agent in any way on account of its role as escrow agent, including the necessity of filing an interpleader or similar action where the Escrowed Funds are deposited with a court of competent jurisdiction in the event Buyer and Sellers do not agree on the party to whom the Escrowed Funds shall be paid, whereupon the Escrow Agent’s duties hereunder shall be complete. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(c) Buyer and Sellers acknowledge that the Escrow Agent is Buyer’s legal counsel, and that it may continue to act in such capacity notwithstanding simultaneous performance as Escrow Agent and notwithstanding any dispute that may arise in the performance of duties as Escrow Agent hereunder or in connection with the disposition of the Escrowed Funds.

13. Notices. All notices required or permitted to be given hereunder shall be in conformance with the terms and conditions of the P&S.

14. No Waiver. The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force

and effect of a violation. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.

15. Remedies. No mention in this Agreement of any specific right or remedy shall preclude Buyer or Seller from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

16. Modifications. No modifications to this Agreement shall be made except by written agreement between Buyer and Sellers. This Agreement represents the entire agreement between the parties.

17. Severability. In the event that a provision of this Agreement is deemed to be unlawful, the balance of the Agreement shall continue in full force and effect.

18. Construction. This Agreement shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Massachusetts, and all matters pertaining hereto shall be brought in the courts of the Commonwealth of Massachusetts. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

**SELLER: ANTHONY’S HAWTHORNE,
INC.**

**BUYER: TOWN OF SWAMPSCOTT,
By its Select Board**

By: _____
Name: Anthony Athanas, Jr.
Title: President

Neal Duffy, Chair

David Grishman, Vice Chair

Peter Spellios, Member

TRITON ATLANTIC, LLC

Katie Phelan, Member

Anthony Athanas, Jr., Manager

Mary Ellen Fletcher, Member

KP Law, P.C., Escrow Agent

By: _____
Lauren Goldberg, Managing Attorney

TAX RATE SCENARIOS

FY2023

170 % SHIFT (RESIDENTIAL FACTOR OF .9480)

Median Change to...

➤ Single Family Bill: **+\$483 (6.4%)**

➤ Condos < \$750,000 Bill: **-\$110 (-2.6%)**

➤ Condos > \$750,000 Bill: **-\$303 (-1.7%)**

➤ Multi-Family Bill: **-\$80 (-1.0%)**

• Residential Tax Rate: **\$11.74**

170% SHIFT CONTINUED

Average Change to...

➤ Commercial/Industrial: **-\$2,076 (-5.0%)**

Commercial, Industrial, &
Personal Tax Rate: **\$21.04**

Median Increase to...

➤ Commercial/Industrial: **-\$974 (-7.1%)**

175% SHIFT (RESIDENTIAL FACTOR OF .9442)

Median Change to...

- Single Family Bill: **+\$451 (6.0%)**
 - Condos < \$750,000 Bill: **-\$128 (-3.0%)**
 - Condos > \$750,000 Bill: **-\$375 (-2.1%)**
 - Multi-Family Bill: **-\$112 (-1.4%)**
- Residential Tax Rate: **\$11.69**

175% SHIFT CONTINUED

Average Change to...

➤ Commercial/Industrial: **-\$890 (-2.1%)**

Commercial, Industrial, &
Personal Tax Rate: **\$21.66**

Median Increase to...

➤ Commercial/Industrial: **-\$591 (-4.3%)**

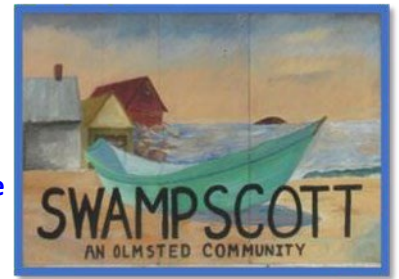


Town of Swampscott

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: DECEMBER 7th 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.

KINGS BEACH

This past Friday, December 1st, I met with Mayor Nicholson and key staff from Lynn Water and Sewer Commission to give them a chance to ask questions and develop some concrete next steps as we advance the efforts to clean up Kings Beach.

We provided the same “King’s Beach Water Quality Improvement Alternatives Evaluation” presentation that was shared with the Select Board a few weeks ago. The presentation was given by the Town Staff and David Peterson of Kleinfelder. I have again attached the presentation for reference.

At the conclusion of the discussion, Mayor Nicholson and LWSC Staff agreed with, and endorsed, the recommendations for next steps offered by the Town of Swampscott and Kleinfelder to advance the following:

1. Proceed with the Preliminary Design of an Ultraviolet Disinfection (UV) treatment facility
UV Disinfection was found to be the most cost-effective alternative to alleviating the public health risk from contact with bacteria on King’s Beach near the outlet of the twin outfalls at the City of Lynn and Town of Swampscott municipal border. The following general next steps are recommended. A specific scope of work has not yet been developed:
 - a) Perform additional flow assessment and sampling of existing stormwater flows. Include an assessment of underdrain flows entering the “diversion chamber” on New Ocean Street.
 - b) Utilize flow metering from (a) and develop a hydraulic model of the combined drainage systems between the City of Lynn and Swampscott.
 - c) Coordinate with equipment vendors to conduct a pilot on location to exhibit the effectiveness of UV disinfection and determine the appropriate target dose for UV disinfection.
 - d) Perform additional evaluation of various site locations for the UV system. The work, to date, focused on a town-owned parcel on New Ocean Street; however, the available open space on Humphrey Street has merits worth exploring.
 - e) Develop a Technical Memorandum summarizing the additional pre-design evaluation described above.
 - f) Complete Preliminary Design of the UV Disinfection system.
2. Continue to evaluate the feasibility of an outflow pipeline as a Phase II process to help ensure we remove all impairments from the beach.

Lastly, we discussed the need to engage the legislative delegation, Governor Baker, Congressman Mouton, Senators Warren and Senator Markey over the next few weeks.

HAZARDOUS MITIGATION GRANT

I am pleased to report that the Town has been awarded a grant from MEMA for \$19,000 to update our Hazardous Mitigation Plan.

Hazard Mitigation planning is a proactive effort to identify actions that can be taken to reduce the dangers to life and property from natural hazard events. In the communities of the Boston region of Massachusetts, hazard mitigation planning tends to focus primarily on flooding, the most likely natural hazard to impact these communities. The Federal Disaster Mitigation Act of 2000 requires all municipalities that wish to be eligible to receive FEMA funding for hazard mitigation grants, to adopt a local multi-hazard mitigation plan and update this plan in five-year intervals.

The 2015 update to Swampscott's Hazard Mitigation Plan was developed by the Metropolitan Area Planning Council in association with Town departments and boards.

RECREATION

We have some wonderful upcoming events include the annual gingerbread house contest, breakfast with Santa, the Holiday Festival and First Night! Please see www.swampscottrec.com for more information!

SWAMPSCOTT VETERANS

I am grateful for all those who came out to celebrate the life of as we dedicated a new memorial for Army Specialist Jared Raymond who was killed in action while serving in Iraq in September of 2006. The new monument is located at the corner of Essex Street and Swampscott Road. A special thank you to Mike Sweeney our Veteran's Agent and his wife Sarah who coordinated such a powerful celebration of this extraordinary life.

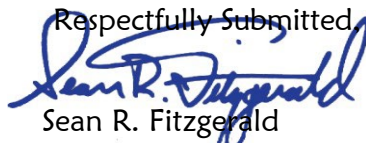
Additionally, 141 wreaths have been purchased for the "Wreaths Across America" program! If anyone is interested in buying a wreath for a veteran's grave, please visit contact Mike Sweeney at (781) 586-6911. Wreaths will be placed on veterans' gravestones on December 17th at 11:00 A.M.

Lastly, VFW Post 1240 Auxiliary will be hosting a **blood drive** for the Red Cross at the Italian Club on Friday, December 9th, from 1:00-6:00 PM. Anyone who brings a friend is automatically entered into a drawing for 2 Celtics tickets!

CARE DIMENSIONS TREE OF LIGHTS

Care Dimensions is pleased to bring its annual fundraising memorial program to honor a loved one by illuminating a light on a tree. This year's event will be on Thursday, December 8th at 5:00 PM at Town Hall with a reception to follow at the First Church Congregational.

Respectfully Submitted



Sean R. Fitzgerald
Town Administrator