

**BOARD OF SELECTMEN
AGENDA
Monday, August 15, 2016**

Regular Meeting – 7:00 p.m. Selectmen’s Meeting Room, Town Hall

*****NOTE*****

This meeting is being recorded and transmitted via cable television.

- 7:00 p.m. Pledge of Allegiance
- Joint meeting with Board of Library Trustees to fill vacancy on said Board
- Kitchen and Kraft request to use common for farmers’ market, May 21, June 8, July 23, August 20, September 17, 2017
- Interview: Library Building Committee
- Request for stop signs on Hart Road and Juniper Road at their intersection with Candlewood Road
- Update on Perry Avenue area drainage issues
- Request for extended holiday hours at Market Street
- Request for permission to work on Town property, Ryan Road, to comply with Conservation Commission order
- Historical restrictions on Center Farm
- Resignation of DPW Director
- Appointment of election officer
- 2016-2017 meeting schedule
- Open fall town meeting warrant
- Needham Road zoning update
- Perley Burrill update
- Community Compact update
- Public comment period
- Request for executive session under Mass. General Laws Chapter 30A, Section 21 (A) (3) to discuss collective bargaining strategy for which an open discussion may adversely affect the Town’s negotiating position.

Use of Town facilities: See above; Best Buddies Road race, First Responder, Sept. 13, common, Lynnfield Rotary Club

Minutes:

Proclamations:

Administrative matters:

July 18, 2016

Mystic REPC

Signing of warrants

TOWN of LYNNFIELD PUBLIC PARKS/ GROUNDS

FACILITIES USE PERMIT APPLICATION

LYNNFIELD COMMONS _____ JORDAN PARK _____ NEW HALL PARK _____ GLEN MEADOW PARK _____ PILLINGS POND PARK _____

Use of Town Hall Parking lot Parking lot for _____ cars Parking lot for _____ cars Parking lot for _____ cars
 Electricity _____ outlets Tot lot _____ Tot lot _____ Tot lot _____
 Need to block off _____ Baseball field1 _____ Baseball Field _____ Baseball Field _____
 S. Common St. _____ Baseball field2 _____ Back field area _____ Picnic/hut area _____
 Trash barrels needed _____ Soccer field _____ Tennis Court1 _____ Tennis Court1 _____
 _____ _____ Tennis Court2 _____ Tennis Court2 _____
 _____ _____ Tennis Court3 _____ Tennis Court3 _____

ONLY THOSE FACILITIES OR EQUIPMENT REQUESTED ON THIS APPLICATION MAY BE USED

DATE(S) WANTED MAY 21 JUNE 18, JULY 23, TIME IN & OUT of Event 10 AM - 1 PM
AUGUST 20, SEPTEMBER 17, 2017
 ORGANIZATION KITCHEN + KRAFT PURPOSE (Explain fully) WE WOULD LIKE TO HOST A

MONTHLY FARMERS' MARKET FOR THE 13TH DATE. LOCALLY MADE ITEMS, FRESH PRODUCE AND LOCAL CRAFTS WILL BE SOLD (FURTHER EXPLANATION ON BACK OF SHEET)
 We will will not _____ be providing food/beverages We will need _____ dumpster # _____ We expect 15 people We will need 2 hours before and 2 after event for setup and cleanup We _____ will _____ will not charge admission We will _____ will not _____ need traffic barrels/signs
 We _____ will will not be using electricity We will _____ will not _____ be providing Port-a-Potty**
 * fee of \$100 per dumpster
 **to be supplied by organization

PLEASE BE AWARE OF THE FOLLOWING RULES AND REGULATIONS FOR USE OF ANY LYNNFIELD PUBLIC PROPERTY: NO USE OF TOBACCO PRODUCTS, NO ALCOHOLIC BEVERAGES ON PREMISES, AT ANY TIME. WE ASK YOU TO ANNOUNCE THESE RULES TO YOUR PATRONS EITHER ORALLY OR IN WRITING. Please initial that you have read the attached Rules & Regulations with this permit TR

USER'S PRINTED NAME TOBI FENOREW DATE 6/28/16

ORGANIZATION KITCHEN + KRAFT DAYTIME PHONE# (781) 588-5266
 CELL PHONE# _____

ORGANIZATION'S AUTHORIZED SIGNATURE [Signature] DATE 6/28/16
 ADDRESS (For Billing Purposes) 8 FAIRVIEW RD. Town: LYNNFIELD State: MA Zip: 01940
 DIRECTOR of PUBLIC WORKS SIGNATURE _____ DATE _____ / _____ / _____

Note: All Rental Applications must be approved by the Recreation Committee before submitting to the Director of Public Work's Office.

REQUESTS MUST BE MADE AT LEAST ONE WEEK PRIOR TO THE EVENT

Note: There will be a minimum three hour charge if a DPW employee is required

* We would like to host a monthly farmers' market for the listed dates. Locally made food items, farm fresh produce and local crafts will be sold. These events are meant to bring the community together and support local small businesses and healthy living. There is no better time than now to show how important it is to know where the food and products you use come from and a farmers' market does just that. Customers are able to meet the people and see the faces of who grows or makes the food and items they use on a daily basis. It is also so important to support the local economy and this event makes that doable by bringing these vendors together in one place. I envision this being a Sunday tradition for many families in town and a chance to teach younger generations how important it is to eat and live a healthy life!

Move to Inbox

Library Committee

Inbox x

Nick Connors <nickconnors@gmail.com>

Aug 8 (3 days ago)

to Christopher, me

Bob,

I spoke briefly with Chris Barrett (copied here) about serving on the library building committee and he suggested I reach o

I have lived in Lynnfield for the last three years on Westover Drive with my wife and now two young children. You may hav
her name is Keri Connors.

In short, with a career that has been focused on public affairs, government service and an interest in the community Id lov
more background on my professional experience as well but hope this note will do in expressing my desire to be involved.

Please let me know what further info I can provide to you at your convenience.

Thanks!

nick

Nick Conors
6 Westover Drive

Robert Curtin <rcurtin@town.lynnfield.ma.us>

Aug 8 (3 days ago)

to Nick

Hi Nick,

Please send a resume to the Board via e-mail to this address and I will share ti with the members.

Thank you for volunteering!

Bob Curtin
Assistant to Administration
Town of Lynnfield
[781-334-9410](tel:781-334-9410)

From: Peter Lombardi <PLombardi@wenhamma.gov>
Date: July 28, 2016 at 2:41:39 PM EDT
To: "jboudreau@town.lynnfield.ma.us" <jboudreau@town.lynnfield.ma.us>
Subject: Lack of North Shore Representation on Logan Airport Community Advisory Committee

Good afternoon Jim,

The ongoing and escalating impacts of Logan air traffic continue to be an issue for many North Shore communities. Since the recent changes in (RNAV) technology and FAA policy (that have directed more traffic onto Runway 22L in particular), this has become a quality of life issue for many of our residents here in Wenham - I would imagine that the impact in Lynnfield is even worse given your proximity to the airport. Please see attached for some general background information on the issue.

The bottom line for our communities is that we need to recruit more North Shore residents to participate in the Logan Community Advisory Committee to ensure that our voice is being heard. As you can see from this map which shows the communities that have been included in the scope of work for the latest impact study

(<http://www.bostonoverflight.com/docs/blans-phase-3-cac-membership-map-june-2016.pdf>), Lynnfield is not currently represented on the CAC.

I would suggest that this is a zero sum proposition which is only going to get worse as more flights come in to the airport. If the North Shore does not have sufficient representation, I am concerned that the interests of other constituent groups will lead to a worsening of this situation across the North Shore. We appointed a local representative to the Logan CAC last year for the first time – she has asked that I reach out to other area municipal leaders to see if we can grow our presence. I would ask that you bring attention to this issue in your community and try to find a resident who would be willing to volunteer to serve on this committee. Please let me know if you have any questions.

Thanks much,

Peter

Peter Lombardi
Town Administrator

138 Main Street
Wenham, MA 01984
978-468-5520 x.2
<http://wenhamma.gov>



July 26, 2016

Mr. Philip Crawford
Chairman
Lynnfield Board of Selectmen
55 Summer Street
Lynnfield, MA 01940

Re: MarketStreet Holiday Operating Hours

Dear Mr. Crawford:

The Development Agreement states that operating hours for MarketStreet can be extended each holiday season (day after Thanksgiving until January 1) with permission of the Board of Selectmen.

We're asking for the day after Thanksgiving, through January 1 opening at 7:00am and closing at 11:00pm. Please note that not all stores will be open during these hours, but many request holiday hours to serve customers.

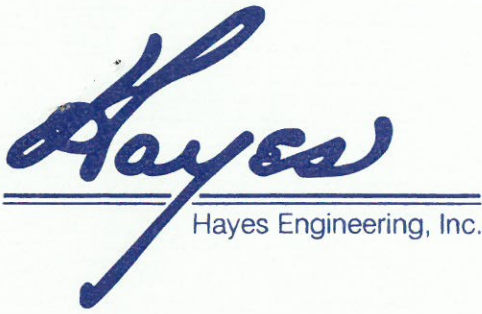
We request that the Board approve these holiday hours at its scheduled meeting on August 15, 2016.

Sincerely,

Nanci Horn

Nanci Horn
General Manager
MarketStreet Lynnfield

Cc: James Boudreau, Town Administrator



603 Salem Street
Wakefield, MA 01880
Tel: (781) 246-2800
Fax: (781) 246-7596

Nantucket, MA 02554
Tel: (508) 228-7909

LYF-1071

Refer to File # _____

August 10, 2016

Conservation Commission
Board of Selectmen
55 Summer Street
Lynnfield, MA 01940

RE: Town Land Structure Removal
#10 Ryan Road / Stephen Mahoney

Dear Commission Members and Selectmen,

An As-built survey conducted by Hayes Engineering, Inc. for the purpose of requesting a Certificate of Compliance revealed that, among the various additional site features documented, a bocce court, associated fill, and retaining wall structures were constructed along the rear lot line of #10 Ryan Road, partially encroaching upon land presumed to be owned by the Town of Lynnfield (including the bank of Pillings Pond). This discovery was the subject of a series of informal discussions between Hayes Engineering, Inc. (representing the property owner) and the Conservation Commission to determine the extent of removal of the unpermitted court and wall structures. The Commission members thought that the bocce court and related structures should be entirely removed from both the property at #10 Ryan Road and the adjacent Town property, and then the resulting area restored.

Hayes Engineering, Inc. proposes the following general sequence of restoration to occur concurrently on both the land owned by Stephen Mahoney and the Town land, and which would be conducted ideally during the fall of 2016 and timed to coincide with low water in the Pond. Restoration activities will proceed as shown on the Hayes Engineering, Inc. plan titled "Restoration Plan in Lynnfield, Mass., Owner: Stephen Mahoney - #10 Ryan Road" and dated June 2, 2016, except that the stone retaining wall along on the pond side of the Bocce court will be entirely removed and the disturbed areas resulting from court and pond-side retaining wall removal be instead re-graded to blend into existing grades at the Pond edge.

Restoration Sequence

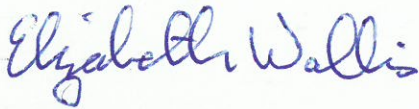
1. Install silt fence or other siltation barrier between the bocce court and stone retaining wall.
2. Remove the mid-slope block wall and bocce court rail road ties.
3. Remove fill, mulch, and loam on the slope and re-grade as indicated on the plan, starting at the closest point nearest to the house and working toward the stone retaining wall.
4. Ensure during the grading process that the resulting graded soil is stable and that the siltation control barrier location is adjusted in place behind the stone retaining wall to accommodate the new grades and is properly toed in to prevent sediment from encroaching into the Pond water.

Lynnfield Conservation Commission, Conservation Commission and Selectmen, Town Land Structure
Removal, #10 Ryan Road, Lynnfield, MA
August 10, 2016

5. After completing removal of the excess soil material to the rear of the stone wall (re-grading within the portion of the slope noted as Plant Area #3 on the plan), entirely remove the retaining wall stones and re-grade as needed to restore the Pond bank, moving the siltation barrier toward the edge of water as practicable to prevent Pond siltation.
6. Upon completion of grading activities, the slope will be loamed if necessary and planted as specified on the Restoration Plan

Feel free to contact Peter Ogren or the undersigned with any questions or comments you may have regarding this matter.

Very truly yours,



Elizabeth Wallis
Professional Wetland Scientist
ECW/ecw
Enclosures
Cc: Stephen Mahoney

HISTORIC PRESERVATION RESTRICTION

THIS HISTORIC PRESERVATION RESTRICTION, made this ____ day of _____, 2016, by and between _____, of _____ (hereinafter “Grantor”) and the Town of Lynnfield, a Massachusetts municipal corporation with a mailing address of 55 Summer Street, Lynnfield, Massachusetts 01940, acting by and through its Board of Selectmen and its Historical Commission jointly (hereinafter “Grantee”),

WITNESSETH THAT:

WHEREAS, Grantee is the owner under that certain Quitclaim Deed dated October 2, 2014 and recorded with the Essex South District Registry of Deeds at Book 33587, Page 278 of certain real property located at 567 Main Street in the Town of Lynnfield and County of Essex, Commonwealth of Massachusetts, more particularly described in the said Quitclaim Deed and in Exhibit A attached hereto and incorporated herein (hereinafter “the Property”), and said Property includes the following structure:

a wood-frame, two-story farmhouse-type structure and attached barn, characterized by _____ as shown in the Baseline Documentation, as defined below, and known as the Rev. Joseph Motty House (a/k/a “Centre Farm”) (hereinafter “the Building”);

WHEREAS, the Building and Property stand as a highly significant example of early architecture in Lynnfield, Massachusetts, illustrates aesthetics of craftsmanship and setting, and possesses integrity of materials and workmanship;

WHEREAS, Grantee is authorized to accept historic preservation restrictions to protect property significant in national and state history and culture under the provisions of M.G.L. chapter 184, sections 31, 32, and 33 (hereinafter “the Act”);

WHEREAS, Grantor has acquired the Property with the Building thereon from Grantee pursuant to a deed, recorded herewith, requiring Grantor to grant an historic preservation restriction to Grantee;

WHEREAS, the Property is located in the historic center of the Town of Lynnfield;

WHEREAS, because of their architectural, historic, and cultural significance the Building and Property were listed in the State and National Registers of Historic Places on November 21, 1976 as a contributing resource to the Meetinghouse Common District;

WHEREAS, Grantee and Grantor are concerned about the incremental erosion of the architectural and cultural resources of the Town of Lynnfield through inappropriate renovation of significant historic structures;

WHEREAS, preservation of the front façade of the exterior of the Building in its current state will contribute to the preservation and maintenance of the scale and character of this important and historic part of the Town of Lynnfield for the enjoyment of the general public;

WHEREAS, Grantor and Grantee recognize the architectural, historic and cultural values (hereinafter “preservation values”) and significance of the Building and Property, and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the front façade of the exterior of the Building and Property as contemplated herein;

WHEREAS, the preservation values of the front façade of the exterior of the Building and Property are documented in a set of reports, drawings, and photographs (hereinafter “Baseline Documentation”) attached hereto and incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Building and Property as of the effective date of this grant;

WHEREAS, the Baseline Documentation shall consist of the following:
(1) _____; (2) _____; (3) _____; and (4) _____, attached hereto as Exhibit B, copies of which are on file with the Town Clerk of the Town of Lynnfield, Massachusetts;

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the front façade of the exterior of the Building and Property as contemplated herein will assist in preserving and maintaining the front façade of the exterior of the Building and Property and their architectural, historic and cultural features for the benefit of the people of the Town of Lynnfield, the Commonwealth of Massachusetts, and the United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, this preservation restriction in gross in perpetuity on the exterior of the Building and Property pursuant to the Act;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to M.G.L. chapter 184, sections 31, 32, and 33, Grantor does hereby voluntarily grant and convey unto the Grantee this preservation restriction (hereinafter “the Restriction”) in gross in perpetuity on the front façade of the exterior of the Building and Property.

PURPOSE

1. Purpose. It is the Purpose of this Restriction to assure to the greatest extent possible that the exterior architectural, historic, and cultural features of the front façade of the exterior of the Building will be retained and maintained forever substantially in its current condition for preservation purposes, and to prevent any change to the front façade of the exterior of the Building that will significantly impair or interfere with the preservation values of the front façade of the exterior of the Building. So as to not misconstrue and to clearly delineate the meaning of the term “front façade of the exterior of the Building” or “front façade of the Building” as used herein, see plan approved by the Lynnfield Historical Commission entitled

“Property at 567 Main Street Lynnfield, MA” attached hereto as Exhibit C and incorporated herein by reference (hereinafter referred to as the “Plan”).

GRANTOR’S COVENANTS

2.1 Grantor’s Covenants: Covenant to Maintain. Grantor agrees at all times to maintain the front façade of the exterior of the Building in sound structural condition and a good state of repair in accordance with the terms of this paragraph. It is Grantor’s intent that the front façade of the exterior of the Building shall be maintained in a physical appearance and composition that is as close to its current appearance and composition as is reasonably possible and as documented in the Baseline Documentation. Grantor’s obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the front façade of the exterior of the Building in sound structural condition and a good state of repair. The Building and Property as a whole shall also be well maintained and neatly kept with any landscaping regularly cut and trimmed. Grantor’s Covenant to Maintain is subject to other terms of this Restriction including, but not limited to, the casualty provisions of paragraphs 5 and 6. The Grantor agrees to file with the Historical Commission a copy of any application for a building permit, foundation permit, demolition permit or other permit that the Grantor files with the Building Inspector of the Town of Lynnfield for work on or involving the Building or the Property at or before the time such application is first submitted to the said Building Inspector.

2.2 Grantor’s Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Building and Property, except as otherwise conditioned in this paragraph:

- (a) the Building or any part thereof shall not be demolished, removed, or razed (by affirmative action or through neglect or failure to repair and maintain) except as provided or allowed in paragraphs 2.3, 3.1, 5 and 6;
- (b) No additional aboveground utility transmission lines may be created by the Grantor on the Property;
- (c) No changes to the front façade of the exterior of the Building may be made except as provided or allowed in paragraph 2.3 and 3.1;
- (d) No change of exterior colors may be made except as allowed by the Historical Commission; and
- (e) The Property shall not be divided or subdivided or made subject to M.G.L. Chapter 183A (the Condominium Statute).

2.3 Grantor’s Covenants: Allowed Activities. The following acts or uses are expressly allowed on, over, under, or to the Building and Property, except as otherwise conditioned in this paragraph:

- (a) The window and door locations in the Connector portion of the Building between the Federal House and the Barn as shown on the Plan may be changed or altered, notwithstanding the effect on the front façade of the exterior of the Building. The new window and door locations and materials used shall be approved by the Historical Commission;
- (b) Maintenance of the front façade of the exterior of the Building, which does not change it. This specifically includes and allows for spot repair of cladding, hand scraping or sanding, and repainting as well as window repair involving caulking, painting and re-glazing. Re-roofing with in kind shingles similar to the current condition is also allowed;
- (c) The interior of the Building may be renovated, changed or altered, with no restrictions whatsoever, so long as it has no visual impact on the front façade of the exterior of the Building;
- (d) Additions may be constructed onto the Building and additional structures built on the Property so long as they are not located, in whole or in part, between the front façade of the Building and Main Street or a side lot line of the Property, provided that “structures” shall include, without limitation, fences, sheds, garages, swimming pools and cabanas. See Exhibit C for purposes of an example. Furthermore, no additions to the Building or additional structures on the Property shall be higher, at their highest point, than the ridge line of the roof of the structure shown as the “Connector” on Exhibit C;
- (e) Exterior materials used to make additions shall be in like kind to the original to the extent that modern available building materials and building codes allow; and
- (f) Accessory uses or structures including, but not limited to, fences, sheds, garages, swimming pools, and cabanas may occur or be constructed on the Property so long as they comply with paragraph 2.3(d), above, and they either (i) are allowed as of right under the Lynnfield Zoning Bylaw or (ii) receive any necessary relief from the Lynnfield Board of Appeals or any other board with jurisdiction regarding the same.

GRANTOR’S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Grantee. The Grantor may also make any alterations or changes to the Building and Property, that are either prohibited pursuant to paragraph 2.2 and/or not expressly allowed pursuant to paragraph 2.3, upon obtaining written permission (by majority vote) to do so from the Historical Commission, which shall not be deemed effective until recorded at Essex South Registry of Deeds.

3.2 Review of Grantor’s Requests for Approval. Grantor shall submit a written request to Historical Commission for its approval of those conditional rights set out at paragraph 3.1 that shall include two copies of information (including plans, specifications and designs)

identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Historical Commission a timetable for the proposed activity sufficient to permit it to monitor such activity. Within forty-five (45) days of receipt of Grantee's receipt of the written request and required information for approval hereunder, the Historical Commission shall certify in writing that it, in its sole discretion, approves, conditionally approves or denies the request in a form that allows it to be recorded at Essex South Registry of Deeds. Any failure by Historical Commission to act pursuant to the terms hereof shall be deemed to constitute a denial of the request.

4. Public Access. This Restriction does not involve or require public access.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

5. Casualty Damage or Destruction. In the event that the exterior of the Building or any part thereof shall suffer major damage or destruction by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction or such reasonable time thereafter, depending upon the circumstances of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval. Within ninety (90) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the front façade of the exterior of the Building in conjunction with the other parts of the Building. Only the front façade of the exterior of the Building, not the entire Building, would be required to be restored/reconstructed to the condition existing as of the date hereof; and
- (c) a report of such restoration/reconstruction work necessary to return the front façade of the exterior of the Building to the condition existing as of the date hereof in conjunction with other parts of the Building. Only the front façade of the exterior of the Building, not the entire Building, would be required to be restored/reconstructed to the condition existing as of the date hereof.

6. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 5 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 7, Grantor and Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the front façade of the exterior of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 7, Grantor and Grantee agree that restoration/reconstruction of the front façade of the exterior of the Building in conjunction with the other parts of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove, or raze the Building and/or construct new improvements on the Property. Grantor and Grantee may then agree to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and paragraph 18 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 7, Grantor and Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts's arbitration statute then in effect.

7. Insurance. Grantor shall keep the Building and Property insured by an insurance company licensed to do business in the Commonwealth of Massachusetts for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. The insurance shall include an amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor not including a deductible. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

INDEMNIFICATION; TAXES

8. Indemnification. Except for any instance of gross negligence or willful misconduct on the part of Grantee or Grantee's agent, director, officer, employee, or independent contractor, the following shall apply: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors, officers, and employees, or independent contractors from and against any and all claims, liabilities, expense, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Property; the presence or release in, on or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury, death or other damage occurring on or about the Property; unless such injury, death or damage is caused by Grantee or any agent, director, officer, employee, or independent contractor of Grantee. In the event that Grantor is required to

indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property.

ADMINISTRATION AND ENFORCEMENT

9. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods – by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery; if to Grantor, at _____, and if to Grantee, then at 55 Summer Street, Lynnfield, Massachusetts 01940. Each party may change its address set forth herein by a notice to such effect to the other party.

10. Evidence of Compliance. Upon request by the Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein or that otherwise evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

11. Inspection. With the consent of Grantor, representatives of Grantee shall be permitted at reasonable times to inspect the Building and Property each May on an annual basis at the convenience of both Grantor and Grantee. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections. Such inspection shall include the all exterior areas of the Building and Property.

12. Grantee's Remedies. Grantee shall provide Grantor written notice of any violations of this Restriction and if the Grantor does not remedy the violation within sixty (60) days of said notice the Grantee may institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Building and Property to the condition and appearance that existed prior to the violation complained of, it being acknowledged by Grantor that Grantor has no adequate remedy at law and that violation of any covenant hereof by Grantee threatens Grantor with irreparable harm. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder. In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any reasonable costs and documented expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including court costs, and attorney's, architectural, engineering, and expert witness fees. In the event that Grantor is required to reimburse Grantee pursuant to the terms of this paragraph, the amount of such reimbursement until discharged, shall constitute a lien on the Property. Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time. Notwithstanding anything to the contrary stated in this paragraph, if the Grantee reasonably deems the violation to be an emergency situation no notice is required prior to filing suit as contemplated herein.

13. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

14. Plaque. Grantor agrees that Grantee at Grantee's expense may provide and maintain a plaque or marker on the Building and Property, which plaque or marker shall not exceed 12 inches by 24 inches in size, giving notice of the significance of the Building and Property and the existence of this Restriction. The plaque or marker shall be approved by Grantor prior to installation, such approval not to be unreasonably withheld and shall be placed in a location visible to the public to be determined by the Grantor.

BINDING EFFECT; ASSIGNMENT

15. Runs with the Land. Except as provided in paragraphs 6 and 18.1, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Property, including without limitation a leasehold interest for a term greater than one year.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Restriction shall be inserted by Grantor, by express reference, in any subsequent deed or other legal instrument by which Grantor divests himself, herself or itself of either the fee simple title to or any lesser estate in the Property or any part hereof, including by way of example and not limitation, a lease of all or a portion of the Property, but excluding any lease with a term of fewer than ninety (90) days.

16. Assignment. Upon the written consent of the Grantor, the Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national organization that is a "qualified organization" that qualifies under the Act as an eligible donee whose purposes, *inter alia*, are to promote preservation or conservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment, or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out as a condition of the transfer. If the Historical Commission is abolished or otherwise ceases to exist, the Board of Selectmen of the Town of Lynnfield shall solely constitute the

Grantee and may, in its sole discretion, designate a successor entity to replace the Historical Commission hereunder.

17. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of the County of Essex. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is so recorded.

EXTINGUISHMENT

18.1 Extinguishment. Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Building and Property in a manner consistent with the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such circumstances may include, but are not limited to, partial or total destruction of the Building or Property resulting from casualty. Extinguishment shall meet the requirements of the Act for extinguishment including approval by the Massachusetts Historical Commission following a public hearing to determine that such extinguishment would be in the public interest. In the event of any sale of all or a portion of the Property (or of any other property received in connection with an exchange or involuntary conversion of the Property), the proceeds of such sale shall be paid to Grantor.

18.2 Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. Such recovered proceeds shall be paid to Grantor.

INTERPRETATION

19. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction.

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Building and Property shall not apply in the construction or interpretation of this Restriction, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.
- (b) This instrument may be executed in two counterparts, one of which may be retained by the Grantor, and the other, after recording, to be retained by the Grantee. In the event of any discrepancy between the counterparts produced, the recorded counterpart shall in all cases govern. In the event of any discrepancy between two copies of any documentation retained by the parties, the copy retained by Grantee shall control.

- (c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.
- (d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any bylaw or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such bylaw or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such bylaw or regulation.

AMENDMENT

20. Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Restriction or the status of Grantee under the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Building and Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the land records of the County of Essex. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

THIS RESTRICTION reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

TO HAVE AND TO HOLD, the said Historic Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever. This HISTORIC PRESERVATION RESTRICTION may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands this ____ day of _____, 2016.

GRANTOR:

GRANTEE:

Town of Lynnfield, Massachusetts
By its Board of Selectmen

And its Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. _____, 2016

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. _____, 2016

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the Board of Selectmen of the Town of Lynnfield, Massachusetts, or a majority thereof

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. _____, 2016

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the Historical Commission of the Town of Lynnfield, Massachusetts, or a majority thereof

Notary Public
My commission expires:

**APPROVAL BY MASSACHUSETTS HISTORICAL COMMISSION
COMMONWEALTH OF MASSACHUSETTS**

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

Date: _____

Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. _____, 2016

Then personally appeared the above named _____ and acknowledged the foregoing instrument to be her free act and duly authorized deed of the Massachusetts Historical Commission, before me,

Notary Public
My Commission Expires:

Exhibit A
Legal Description

The land, with the buildings and improvements thereon, known and numbered as 567 Main Street, Lynnfield, Massachusetts, and bounded and described as follows:

Beginning at the Northwestern corner of the granted premises on the street leading from said Lynnfield Center to Wakefield, now known as Main Street, at the corner of the new Cemetary, so-called, thence running North 70° 48' East 115.50 feet to an angle; thence North 74° East 61 feet to an angle; thence North 79° 18' East 102.50 feet to an angle; thence North 84° 42' East 111 feet to an angle; thence South 89° 18' East 57 feet to an angle; thence South 81° 03' East 49 feet to the old Cemetary, so-called; thence South 4° 34' East 92.2 feet to an angle; thence South 31° East 98.54 feet; thence by the old Cemetary wall north 70° 06' East 70.10 feet; thence North 60° 15' East 55 feet to the center of a brook; thence by the middle of said brook South 18° 15' West 178.5 feet to an angle; thence South 15° 30' West 133.5 feet to an angle; thence South 12° 45' West 121 feet to an angle; thence South 13° 15' West 27 feet to an angle; thence South 27° 30' West 36 feet to an angle; thence South 55° West 195 feet to a point in the brook where there is a willow tree at each side of the brook at land of Taylor; thence North 26° West 588.80 to an angle; thence North 26° 40' West 512 feet to the point of beginning.

Containing 7 acres of land, more or less, and being parcels A and D on a plan entitled "Plan of Land in Lynnfield Center, Mass. Belonging to Susan B. Taylor," dated October 1, 1926, and made by S.C. Mitchell, C.E., recorded with said Deeds, Book of Plans 49, Plan 5.

Bob - could you please add to the BOS agenda for their next meeting to have Anne Valkevich of 177 Chestnut Street appointed as an election worker? This allows me to add additional residents to the list, especially for the November 8th election.

Thanks - Trudy

State Primary - Thursday, September 8th / Last day voter registration Friday, August 19th
State Election - Tuesday, November 8th / Last day voter registration, Wednesday, October 19th
To register on line - www.registertovotema.com
#knowbeforeyougo

Trudy Reid, CMMC
Town Clerk
Justice of the Peace
Notary Public
55 Summer Street
Lynnfield, MA 01940
[781-334-9401](tel:781-334-9401)

BOARD OF SELECTMEN

MEETING SCHEDULE FOR 2016-2017

**MEETINGS BEGIN AT 7:00 P.M. AND ARE HELD ON MONDAYS
IN THE SELECTMEN'S HEARING ROOM, TOWN HALL, 55 SUMMER
STREET, UNLESS OTHERWISE INDICATED**

September 12, 2016

September 26, 2016 – close fall town meeting warrant

October 3, 2016

October 17, 2016 (6:30 p.m., Teachers' Cafeteria, Lynnfield Middle School, Fall Town Meeting)

November 7, 2016

November 28, 2016 -- tax classification hearing

Wednesday, December 7, 2016 – Budget Summit, Senior Center

December 12, 2016

December 19, 2016 – renew annual licenses

January 9, 2017 – budget reviews begin

January 23, 2017

February 6, 2017

February 27, 2017

March 6, 2016 – open warrant

Wednesday, March 15, 2017 (Budget Hearing)

March 20, 2017 – close warrant – renew seasonal licenses

April 10, 2017 -- Town Election)

April 24, 2017 (6:30 p.m., Teachers' Cafeteria, Lynnfield Middle School, Annual Town Meeting)

May 8, 2017

May 22, 2017

June 5, 2017

June 19, 2017 – make annual re-appointments



Lynnfield Board of Selectmen
Attn: Robert Curtin
55 Summer Street
Lynnfield, MA 01940

July 26, 2016

Dear Lynnfield Board of Selectmen:

I am writing to formally request consideration for a proposed 5K Road Race, walk and festivities to be held in partnership between Best Buddies Massachusetts and MarketStreet Lynnfield on September 25, 2016.

Best Buddies Massachusetts is a non-profit organization providing social inclusion, integrated employment and leadership development opportunities to people with intellectual and developmental disabilities (IDD) throughout the Commonwealth. We serve more than 6,500 across Massachusetts, at 132 school-based chapters and within many communities. We are currently serving local chapters throughout Essex and Middlesex Counties, including a Best Buddies chapter at Lynnfield High School that was opened during the 2015/2016 school year.

The proposed 5K Road Race on September 25, 2016 will serve as a means for Best Buddies to generate exposure and funds to support our efforts to provide enhanced opportunities for inclusion. All proceeds will directly benefit Best Buddies Massachusetts.

The event route has been discussed with Chief Breen of the Lynnfield Police Department, and also with MarketStreet Lynnfield. The 5K Road Race will start and finish on the MarketStreet property, with portions (see attached diagram) of the race occurring on public roads in Lynnfield. A walk component of this event will occur at the same time of the 5K Road Race and be entirely contained within the property of MarketStreet Lynnfield.

Following the 5K Road Race and accompanying walk (less than one mile in length), MarketStreet and Best Buddies will hold finish-line festivities on the MarketStreet Lynnfield property. The event will start promptly at 9:00am with all runners anticipated to be off public roads by 10:30am.

Please contact me at your convenience, should you need additional information to consider this request.

Thank you for your consideration.

Sincerely,

Craig S. Welton
State Director
Best Buddies Massachusetts



About The 5K

What is it?

The event is a 5K (3.1 miles) race through MarketStreet in Lynnfield on Sunday, September 25th to benefit Best Buddies Massachusetts. Runners and walkers welcome, with a shorter walk route and post-event festivities included.

Who does the fundraising benefit?

All proceeds will benefit Best Buddies Massachusetts.

Who will be there?

This year, we anticipate 500 runners and walkers to participate in what we hope will become a back to school tradition to many.

When is it?

Sunday, September 25th. The 5K race starts promptly at 9:00am. Registration opens at 7:00am at MarketStreet in Lynnfield.

Where is it?

The race starts and ends at MarketStreet in Lynnfield.

What amenities are there?

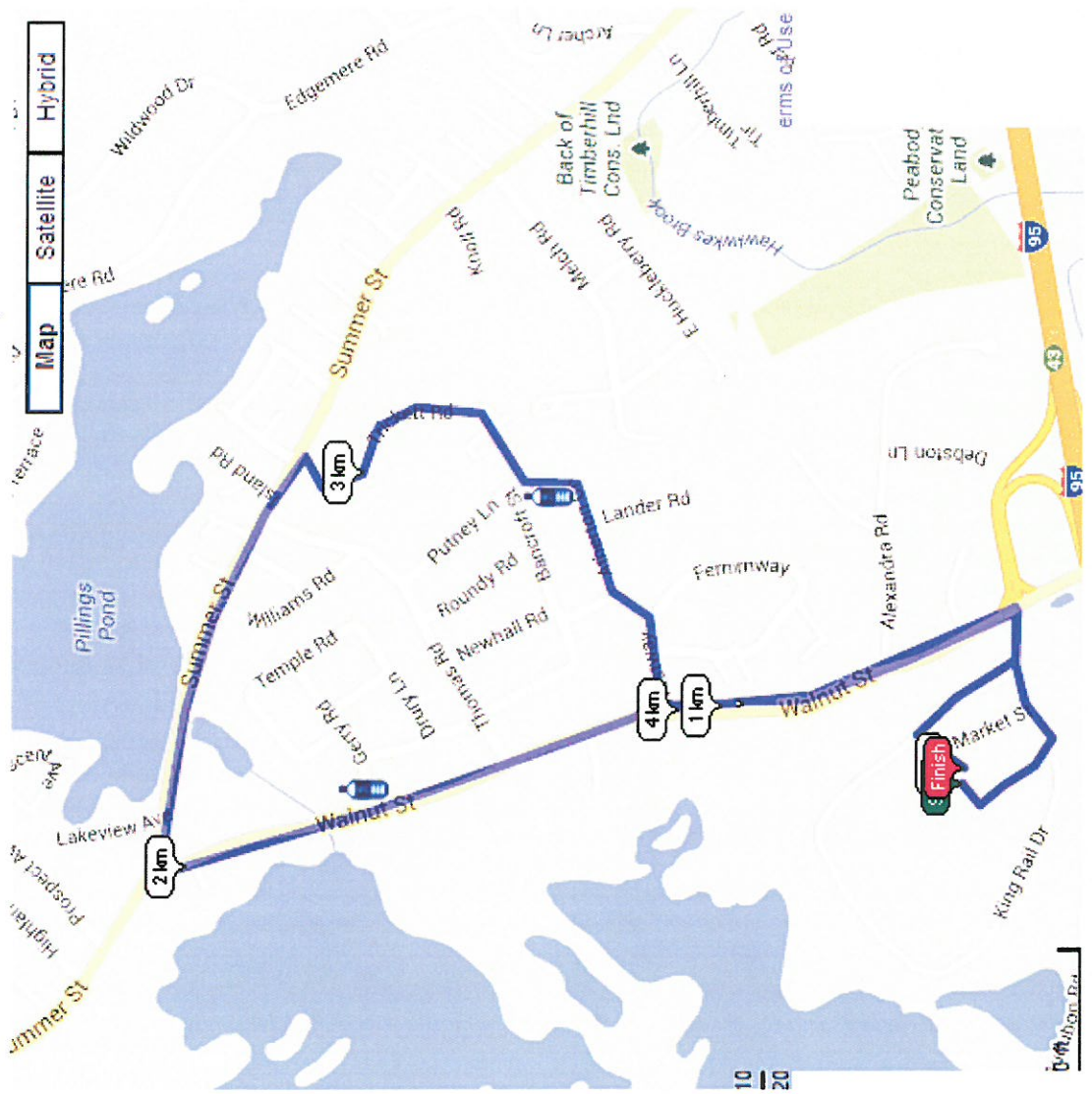
The race will be officially timed and all race results will be posted. There will be refreshments before and after the race including water, snacks, coffee and juice. While supplies last, the first 250 runners to sign up will receive an event t-shirt. There will also be prizes for top finishers in each gender and age category!

What can you do to support friendship and jobs for people with intellectual differences?

Become a sponsor, start a team or make a donation to help make this a great event.

- Walk Route
- Run Route
- Parking Sign
- Route Sign





Start in front of Express/American Eagle

On Market Street

Left on Walnut

Right on Summer

Right on Trickett

Left on Atherton

Left on Westway

Turns into Fernway

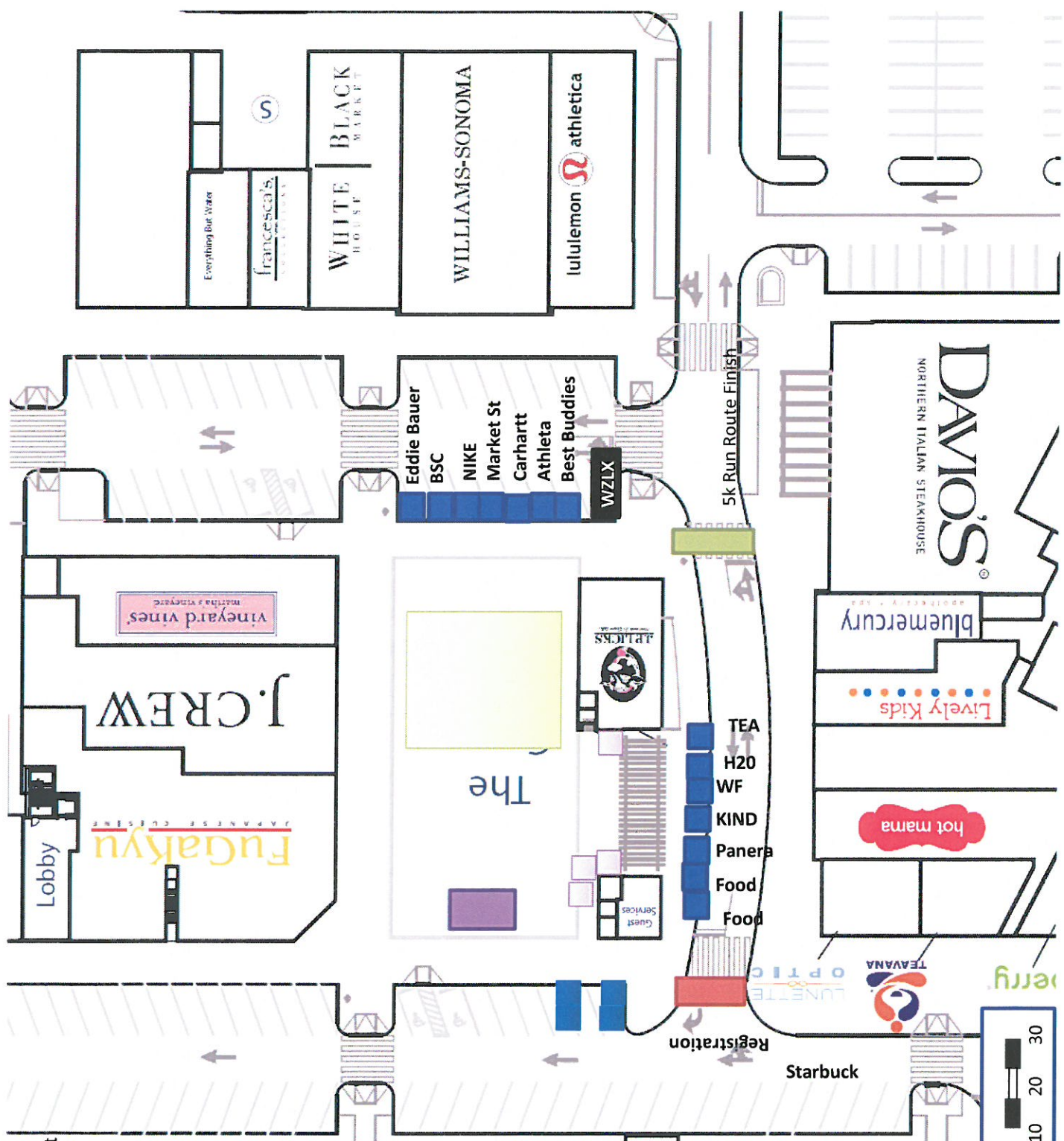
Left on Walnut

Right back onto Market Street

Right onto King Rail Road.

Left toward Davios

Finish near Davios



- Registration Tent (3 Tables/Tents)
- Start/Finish Line - Run
- Finish Line Walk
- Stage/DJ
- Vendor Tents
- Portable Restrooms
- CBS Radio Truck
- Knuckle Bones
- Face Painting/Temp
- Tattoos/Raffles Photog

