

BOARD OF SELECTMEN
AGENDA
Monday, July 18, 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 |
| | Proclamation: Jon and Jean Procurot |
| | Interview: Historical Commission – Roy Sorli |
| | Request for amended weekday entertainment license to allow for acoustic music outdoors, Legal C Bar, Market Street |
| 7:15 p.m. | Beer and wine restaurant license application, Sugarloaf Concepts, LLC, dba Fat Biscuit, R. Dale Broach, Manager, 600 Market Street, Suite 335 |
| | Common victualler and weekday entertainment license applications, Fat Biscuit |
| | Declaration of a portion of the Reedy Meadow as surplus property for purposes of library building project |
| | Request for stop signs on Hart Road and Juniper Road at their intersection with Candlewood Road. |
| | September primary election warrant approval |
| | Memorandum of agreement: Lynnfield Police Association |
| | Disclosure under Massachusetts General Laws Chapter 268A, Section 19 (B) by Town Counsel Thomas Mullen |
| | Agreements with Town of Wakefield for shared Gas and Plumbing Inspector and Wiring Inspector |
| | Agreement with Windsor Court, LLC on ballfield |
| | Amendment to town administrator’s contract |
| | Resignation from Personnel Board |
| | Union Hospital update |
| | Needham Road zoning update |
| | Public comment period |

Use of Town facilities: Library common, fitness programs, July 22 and 29, 2016.
Kitchen and Kraft, common for farmers' market, May 21, June 8,
July 23, August 20, September 17, 2017
LHS hockey team, South Fire lot, car wash, Sept. 18
LHS boys soccer, South Fire lot, car wash, September 25 and
October 2 (rain date), 2016

Minutes: June 7, 2016; June 21, 2016

One-day liquor licenses: None

Proclamations: See above

Administrative matters: Signing of warrants

PROCLAMATION

WHEREAS: Jon and Jean Procurot have served as the Town of Lynnfield's Animal Control Officer and Assistant Animal Control Officer for a period of 25 years, commencing in October of 1991;

WHEREAS: Jon Procrout also served the Town of Lynnfield as a call firefighter for 46 years, rising to the rank of Lieutenant;

WHEREAS: During their terms as Animal Control Officer and Assistant Animal Control Officer, Jon and Jean Procurot worked diligently to protect the health and safety of Lynnfield's population, making themselves available around the clock to respond to calls for assistance;

WHEREAS: In their service to the Town of Lynnfield, Jon and Jean Procurot showed a commendable concern and compassion for both Lynnfield's citizens and Lynnfield's animal populations, working diligently with both pet owners and complainants to ensure fair outcomes for both Lynnfield residents and their pets;

THEREFORE: We, the Board of Selectmen of the Town of Lynnfield do hereby offer our deep gratitude, and convey to them the thanks of the citizens of Lynnfield, for their decades of dedicated service.

Dated this 18th day of July, 2016

*Philip B. Crawford,
Chairman*

*Christopher J. Barrett,
Vice Chairman*

*Richard P. Dalton
Clerk*



Town of Lynnfield
Historical Commission

55 Summer Street
Lynnfield, Massachusetts 01940

June, 15 2016

To: Phil Crawford,
Chairman, Board of Selectmen,
Town of Lynnfield,

Hi Phil,

I write today to ask that I may be appointed to the Town Historical Commission.

I understand that this will give the commission a full complement of five voting members. I know that you recognise my commitment to the stature of Lynnfield in the history of the Nation and State, and will put my request before the Board.

Thank You,

Roy A. Sorli
244 Main St.

TOWN of LYNNFIELD PUBLIC HEARING NOTICE

APPLICATION FOR AN ON-PREMISES WINE AND MALT RESTAURANT LICENSE

The Lynnfield Board of Selectmen will hold a Public Hearing on Monday, July 18, 2016, at 7:15 p.m. in the Selectmen's Hearing Room, Town Hall, 55 Summer Street, Lynnfield MA.

The purpose of the hearing is to consider an application for an on-premises wine and malt license with cordials and liqueurs permit by Sugarloaf Concepts, LLC, dba Fat Biscuit, Raymond Blanchette III, Manager, 600 Market Street, Suite 335, six rooms in one story with one entrance and one exit, total square feet 2,791 and a seating capacity of 111.

All interested Town citizens are invited to provide comments.

James Boudreau
Town Administrator

TOWN OF LYNNFIELD
Attn: Selectmen's Office
55 Summer Street
Lynnfield, MA 01940
Phone 781-334-3180 -- fax #781-334-0014

Application for Entertainment on Week Days

Return this form along with the Workers' Compensation Insurance Affidavit and applicable license fee. Checks are to be made payable to the Town of Lynnfield.

ANNUAL FEE: \$100.00

5/26/2016

(Date)

NAME OF BUSINESS: Sugarloaf Concepts LLC
t/a Fat Biscuit PHONE #: not yet

BUSINESS ADDRESS: 600 Market Street, Suite 335, Lynnfield, MA 01940

TYPE OF ENTERTAINMENT:

Record Player

(Insert Description of Entertainment)

Name, address and phone number of owner of premises
Market Street Retail South, LLC (617) 232-8900

33 Boylston St., Suite 3000, Chestnut Hill, MA 02467

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.


*Signature of Individual or Corporate Name (Mandatory)

Raymond A. Blanchette, III, Manager
By: Corporate Officer (Mandatory, if applicable)

81-1707155

**Social Security # or Federal Identification Number

***This license will not be issued unless the applicant signs this certification clause.**

****Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c.62C s.49A.**

License No. 11-2016

Fee: \$100.00

**THE LICENSING BOARD FOR THE
TOWN OF LYNNFIELD**

HEREBY GRANTS AN

**ENTERTAINMENT LICENSE
(WEEKDAYS)**

**TO: Legal Sea Foods, LLC dba Legal C Bar
427 Walnut Street, Lynnfield, MA**

**Between the hours of 11:00 a.m.-11:30 p.m. Monday through
Wednesday, 11:00 a.m.-1:00 a.m. Thursday through Saturday and 11:00
a.m. and 11:00 p.m. Sunday**

**For recorded music inside and outside patio area and televisions and
acoustic music with no more than three musicians one night per week**

License Expires December 31, 2016

Approved by Board of Selectmen on July 18, 2016

James M. Boudreau, Town Administrator

Extracts from Section 183A of Chapter 140 of the General Laws

No innholder, common victualler, keeper of a tavern, or person owning, managing, or controlling any club, restaurant or other establishment required to be licensed under section twelve of chapter one hundred and thirty-eight or under section two, twenty-one A or twenty-one E of chapter one hundred and forty, and no persons owning, managing, or controlling any concert, dance exhibition, cabaret or public show of any description to be conducted on any premises required to be licensed under the sections described above, shall, as a part of its usual business, offer to view, set up, set on foot, maintain or carry on a concert, dance, exhibition, cabaret or public show of any description, unless and until a license therefor has been issued by the licensing authorities.

**THIS LICENSE MUST BE DISPLAYED IN A
CONSPICUOUS PLACE**

Town of Lynnfield, Massachusetts

PLANNING BOARD
55 Sumer Street
Lynnfield, MA 01940



781-334-9490
krandele@town.lynnfield.ma.us
www.town.lynnfield.ma.us

July 14, 2016

Mrs. Trudy Reid
Town Clerk
55 Summer Street
Lynnfield, MA 01940

Dear Mrs. Reid:

Your are hereby notified that at the Planning Board meeting of July 13, 2016the Board voted to approve and signed a plan, "Approval under the Subdivision Control Law Not Required" entitled:

"Plan of Land 175 Summer Street Lynnfield, MA (Essex County) Dated July 8, 2016"

Signatories on the Affidavit of Ownership: James Boudreau, Town of Lynnfield
Applicant: Lynnfield Public Library Board of Trustees

The plan shows: Lot 1 – 149,146 S.F +/- and Remaining Land Town of Lynnfield 89+/- Acres

Yours truly,

Kathy L. Randle, Planning and Land Use Assistant

CC: Director of Zoning Enforcement
Board of Assessors
✓ Board of Selectman

Selectmen's Vote:

I move that the Board determine, pursuant to G.L. c. 40, § 15A, that the land on Summer Street shown on that certain plan of land entitled “ _____ ” and dated _____, 2016, consisting of _____ square feet, more or less, according to such plan, which is currently held by the Board of Selectmen for the purpose of a golf course, is no longer needed for such purpose, and that the Board seek the approval of Town Meeting to transfer the care, custody, management and control of such land to the Library Trustees for the purpose of constructing and operating a new library building.

Town Meeting Article:

To see if the Town will vote, pursuant to G.L. c. 40, § 15A and all other applicable legal authority, to transfer from the Board of Selectmen to the Board of Library Trustees the care, custody, management and control of the land on Summer Street shown on that certain plan of land entitled “ _____ ” and dated _____, 2016, consisting of _____ square feet, more or less, according to such plan, the Board of Selectmen having determined that such land is no longer needed for golf course purposes, provided that the Board of Library Trustees shall hold and use such land for the purpose of constructing and operating a new library building, or to take any other action in connection therewith.

COMMONWEALTH OF MASSACHUSETTS

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2016 STATE PRIMARY

SS.

To the Constables of the Town of LYNNFIELD

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in Primaries to vote at:

Precincts 1, 2, 3, & 4

Lynnfield High School, 275 Essex Street

On **THURSDAY, THE EIGHTH DAY OF SEPTEMBER, 2016**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

REPRESENTATIVE IN CONGRESS
COUNCILLOR
SENATOR IN GENERAL COURT
REPRESENTATIVE IN GENERAL COURT
SHERIFF

SIXTH ESSEX DISTRICT
SIXTH ESSEX DISTRICT
THIRD ESSEX DISTRICT
20TH MIDDLESEX DISTRICT
ESSEX COUNTY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of July, 2016.

SELECTMEN OF LYNNFIELD

Pursuant to the Warrant, I have this day notified and warned the inhabitants of the Town of Lynnfield as herein directed by posting eight attested copies of the Warrant in said Lynnfield, (Center Post Office, Village Market, Library, Pump n' Pantry, Senior Center, South Post Office, Lynnfield Water District and Town Hall) seven days at least before the time and calling of said election.

Constable

_____, 2016.
(month and day)

*Warrant must be posted by **September 1, 2016** (at least seven days prior to the **September 8, 2016** State Primary).*

TENTATIVE AGREEMENT

TOWN OF LYNNFIELD

AND THE

LYNNFIELD POLICE ASSOCIATION

MASSACHUSETTS COALITION OF POLICE, LOCAL 414, AFL-CIO

_____, 2016

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Town of Lynnfield (hereinafter, the "Town") and the Lynnfield Police Association, Massachusetts Coalition of Police, Local 414, AFL-CIO (hereinafter the "Union").

WHEREAS, the Town and the Union entered into a collective bargaining agreement for the period July 1, 2013 through and including June 30, 2016; and,

WHEREAS, the duly authorized representatives of the Town and the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Town and the Union have, subject to ratification by the membership of the

Article XIV - Special Details

In section 6, after the words "outside contractor" in line 2, add the following: "and the Chief or his/her designee requires that a detail is needed,"

Article XX - Grievance-Arbitration Procedure

Section 2.

Insert the word "business" after the word "days" in each step of the grievance procedure.

Add a new Step 3 as follows: "If the Grievance is not resolved at Step 2, or answered by the Chief of Police within the time limit set forth above, the written grievance shall be submitted to the Town Administrator within five (5) business days after the aforementioned five (5) business day period. The Town Administrator shall meet with the Grievance Committee within ten (10) business days after receipt of the written grievance to discuss and attempt to adjust the grievance, and will answer the grievance in writing within seven (7) business days after the meeting.

Renumber existing Step 3 to Step 4. In Line 1, change "Step 2" to "Step 3" and "Chief of Police" to "Town Administrator".

Change Step 4 to Step 5.

In section 4, strike the words "Board of Selectmen" and replace with the following: "Town Administrator".

Change "Step 5" to "Section 5", change "Step 4" and "Step 3" in said section 5 to "Step 5" and "Step 4" respectively.

Article XXXI - Massachusetts Retirement Plan

Strike all but the first and last paragraphs.

Article V - Holidays

Add at the end of Section 2 the following new text: "Employee's scheduled to work on one of the eleven (11) holidays listed above who fails to appear due to illness shall not receive holiday pay for the day in question."

"Comp time shall be used in the fiscal year in which it is earned unless circumstances prevent an officer from taking accrued time. Requests for carrying over comp time shall be at the discretion of the Chief of Police or his/her designee and shall be approved in writing. Notwithstanding the foregoing, in no instance shall an officer be allowed to carryover more than 40 hours of compensatory time."

"The parties agree to establish a voluntary health and wellness standard. Each year the members of the bargaining unit may participate in the Cooper Standards Fitness Program. The officers agree that participation in the health and wellness program is voluntary and that time spent by an officer exercising in an attempt to meet the Cooper Standards is not to be considered in the line of duty. Each year in September or October the assessment will be given to the members of the department by a mutually agreed upon proctor. The assessment will consist of the following: 1 ½ mile run, sit-ups, bench press, toe stretch and push-ups. The officer must do the 1 ½ mile run and the sit-ups and must select one of the remaining three activities, The proctor shall apply the Cooper Standards to determine if the officer is eligible for the stipend (see attached Cooper Standards).

Officers who pass the test will receive \$750."

Incorporate SRO/Traffic Enforcement/Detective Language into contract.

Years of service at other Law Enforcement agencies count towards the computation of vacation time.

Wages

FY17 2.5%

FY18 2.5%

FY19 2.5%

Increase in night differential of 1% across the board.

Establish strike detail rate at 2x the private detail rate.

Officers will carry Narcan in the cruisers.

Canine Officer

Agreed

1. 8 hours of OT per week.
2. Cost of upkeep of dog
3. May work OT midnights and splits

Detective

1. Administrative work shift Monday-Friday
2. Schedule may vary with approval of the Chief
3. Holidays off
4. Will establish a rotating "on-call" schedule involving detective sergeant and 1-2 officers who function as patrol officers and detectives.
5. Detective Sergeant will be provided with a work phone. Town will provide a phone to be used by other detectives when they are on call
6. Detective on-call will not be able to work details during on-call periods
7. Detectives will rotate on call status weekly with schedule drawn up in advance
8. New Detective may be provided with an upfront uniform allowance at the discretion of the Chief.
9. Detective "on-call" will receive \$175 per week when an on-call. Will get paid overtime when called into work

SRO/Traffic Enforcement

Agreed

1. Would work an administrative shift Monday-Friday
2. Shift schedule would vary (early or later start) in consultation with the Chief.
3. Shift schedule shall not be altered without prior notification
4. SRO shall get school holidays off (i.e. Christmas Day, not Christmas vacation)
5. SRO/TE shall be able to bid vacation time separate from officers (shall not count against manning levels)
6. Town will not count TE towards manning levels unless there is a "force situation". TE officer will count towards minimum manning levels to prevent an officer from being forced.
7. SRO/TE Officer may be assigned an area at the discretion of the chief when school is not in session
8. SRO will be provided with a Town phone

This Memorandum of Agreement is subject to ratification by the Town and the Union. The Parties agree to obtain their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this ____ day of July, 2016

TOWN OF LYNNFIELD

**LYNNFIELD POLICE ASSOCIATION
MASSACHUSETTS COALITION OF
POLICE, LOCAL 414, AFL-CIO**

Phil Crawford

Sean Donovan

Christopher Barrett

James Caponigro

Richard Dalton

CHAPTER 268A, MASSACHUSETTS GENERAL LAWS

Section 19. (a) Except as permitted by paragraph (b), a municipal employee who participates as such an employee in a particular matter in which to his knowledge he, his immediate family or partner, a business organization in which he is serving as officer, director, trustee, partner or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest, shall be punished by a fine of not more than \$10,000, or by imprisonment in the state prison for not more than 5 years, or in a jail or house of correction for not more than 2-1/2 years, or both.

(b) It shall not be a violation of this section (1) if the municipal employee first advises the official responsible for appointment to his position of the nature and circumstances of the particular matter and makes full disclosure of such financial interest, and receives in advance a written determination made by that official that the interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee, or (2) if, in the case of an elected municipal official making demand bank deposits of municipal funds, said official first files, with the clerk of the city or town, a statement making full disclosure of such financial interest, or (3) if the particular matter involves a determination of general policy and the interest of the municipal employee or members of his immediate family is shared with a substantial segment of the population of the municipality.

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST
AND DETERMINATION BY APPOINTING AUTHORITY
AS REQUIRED BY G. L. c. 268A, § 19**

| | |
|---|--|
| MUNICIPAL EMPLOYEE INFORMATION | |
| Name: | Thomas A. Mullen |
| Title or Position: | Town Counsel |
| Municipal Agency: | Legal Department |
| Agency Address: | 40 Salem Street, # 12 Lynnfield, MA 01940 |
| Office Phone: | (781) 245-2284 |
| Office E-mail: | tmullen@thomasamullenpc.com |
| | My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed. |
| PARTICULAR MATTER | |
| Particular matter E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding. | Please describe the particular matter. The septic systems used by the Centre Court / Main Street shopping center have become a matter of great concern to the Board of Health ("BOH"). The bottom of one or more such systems appear to be below the high point of the local groundwater, which, if true, would mean that the system(s) have failed. Recent Title V reports have declared that the systems pass, but only because of reliance on pumped groundwater drains that depress the natural elevation of the groundwater. The BOH has been informed by the Department of Environmental Protection that property owners may not rely on such pumped systems on a permanent basis. The pumped systems in question have been in place since the 1980s. |
| Your required participation in the particular matter: E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other. | Please describe the task you are required to perform with respect to the particular matter. At its meeting on June 23, 2016, the BOH asked me to negotiate an agreement with the new owner of the shopping center requiring the owner to adopt a definitive plan to remedy the problem with its septic system(s) within a year, to implement that remedy fully within 6 months thereafter, and to establish quarterly benchmarks for performance and reporting to the BOH. In the event that such an agreement cannot be negotiated, or that it is executed but then violated, I expect the BOH would ask me for advice and representation in issuing a notice of noncompliance and/or enforcement order, and in seeking judicial enforcement of the owner's obligations. |
| FINANCIAL INTEREST IN THE PARTICULAR MATTER | |
| Write an X by all that apply. | <input type="checkbox"/> I have a financial interest in the matter. <input type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input checked="" type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter. |

| | |
|----------------------------------|--|
| Financial interest in the matter | Please explain the financial interest and include a dollar amount if you know it. I am a Director and Corporator of The Savings Bank (the "Bank"). I also perform legal services for the Bank and am an account holder there. The Bank rents space for one of its branches on Main Street, which space is part of the said shopping center. The Bank could be affected in various ways by the changes in septic system(s) which the BOH wishes to see. Parking for the Bank and other tenants could be impaired. Conceivably Bank service might be temporarily interrupted. I have not read the Bank's lease, but depending on its terms it is possible that the Bank may bear part of the cost of any new system(s). |
| Employee signature: | <i>Thomas A. Muller</i> |
| Date: | June 24, 2016 |

DETERMINATION BY APPOINTING OFFICIAL

| APPOINTING AUTHORITY INFORMATION | |
|--|---|
| Name of Appointing Authority: | Lynnfield Board of Selectmen |
| Title or Position: | Lynnfield Board of Selectmen |
| Agency/Department: | Selectmen's Office |
| Agency Address: | 55 Summer Street Lynnfield, MA 01940 |
| Office Phone: | (781) 334-9410 |
| Office E-mail | jboudreau@town.lynnfield.ma.us |
| DETERMINATION | |
| Determination by appointing authority: | As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee. |
| Appointing Authority signature: | |
| Date: | |
| Comment: | |

Attach additional pages if necessary.

The appointing authority shall keep this Disclosure and Determination as a public record.

AGREEMENT

THIS AGREEMENT dated as of this ____ day of _____, 2016 by and between the Town of Wakefield, a Massachusetts municipal corporation having a usual place of business at the William J. Lee Memorial Town Hall, One Lafayette Street, Wakefield, Massachusetts 01880, acting by and through its Board of Selectmen (“Wakefield”), and the Town of Lynnfield, a Massachusetts municipal corporation having a usual place of business at 55 Summer Street, Lynnfield, Massachusetts 01940, acting by and through its Board of Selectmen (“Lynnfield”)

WITNESSETH THAT:

WHEREAS, Wakefield and Lynnfield desire to share the services and costs of a common Plumbing Inspector; and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, § 4A;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree under seal as follows:

1. Common Plumbing Inspector. During the Term of this Agreement, Wakefield and Lynnfield shall share the services provided by and the costs associated with a common Plumbing Inspector as set forth herein.
2. Term. The term of this Agreement (shall commence on July 1, 2016 and shall expire on June 30, 2019 unless earlier terminated as set forth herein.
3. Identity of Plumbing Inspector. The parties shall share the services and costs of the incumbent Wakefield Plumbing Inspector Paul Donohoe or his successor appointed by the Wakefield Town Administrator during the Term.
4. Compensation. Wakefield shall pay the Plumbing Inspector, on a bi-weekly basis, a salary during the Term which shall initially be \$67,141.00 per year. Lynnfield shall contribute its share of the Plumbing Inspector’s compensation by paying to Wakefield the sum of \$6714.10 per fiscal quarter during the Term, each payment to be due and payable within fifteen (15) days after the commencement of such fiscal quarter (i.e., after 7/1, 10/1, 1/1 and 4/1). Wakefield shall adjust the compensation it pays the Plumbing Inspector in accordance with any changes negotiated with the Wakefield Supervisory Employees Union, which represents the Plumbing Inspector for purposes of collective bargaining, and shall give prompt written notice to Lynnfield of any such adjustment. Lynnfield shall adjust its quarterly payments accordingly. In the event that any collective bargaining agreement requires Wakefield to make a lump sum payment to the Plumbing Inspector reflecting a retroactive salary increase during the Term, Wakefield shall promptly give written notice thereof to Lynnfield and Lynnfield shall, within sixty (60) days thereafter, pay Wakefield forty percent (.40) such amount, to the extent that the retroactive pay period includes any part of the Term hereof. Lynnfield shall also reimburse

Wakefield at a rate of 40% for all costs related to Cell Phone, Medicare, Workers Comp, Life Insurance and Health Insurance. Such payments shall be made quarterly along with the salary payments. In the event any change occurs in the aforementioned costs, Lynnfield shall adjust its payments accordingly.

5. Other Collective Bargaining Agreement Benefits. Wakefield shall provide the Plumbing Inspector with all benefits to which he is entitled under his collective bargaining agreement. Both parties agree to allow the Plumbing Inspector to enjoy such vacation, sick days, personal days and other leave as he may be entitled to receive under such agreement and under any applicable legislation. Neither party shall make any demand on the Plumbing Inspector or take any action with respect to the Plumbing Inspector that is in violation of his rights under his collective bargaining agreement or under any applicable legislation.

6. Retirement and Workers= Compensation Benefits. The Plumbing Inspector will remain a member of the Wakefield Contributory Retirement System. Upon his retirement, Lynnfield will be assessed a share of the cost of his pension reflecting any concurrent time he spent working for Lynnfield hereunder pursuant to applicable Massachusetts General Laws. At the end of each fiscal year, Lynnfield shall reimburse Wakefield for its workers' compensation cost associated with the employment of the Plumbing Inspector, such reimbursement to be equal to the product of Lynnfield's contribution to the Plumbing Inspector's salary during such year multiplied by the rate paid by Wakefield for workers' compensation insurance for the Plumbing Inspector for such year.

7. Duties. The Plumbing Inspector shall perform the duties of Plumbing Inspector as required by law for Wakefield and Lynnfield. Each party shall provide the Plumbing Inspector with office space and office equipment. Office hours in Wakefield and Lynnfield shall be established by the Inspector of Buildings.

8. Car. Wakefield and Lynnfield shall independently reimburse the Plumbing Inspector for any mileage used during the performance of his duties pursuant to each community's personnel policy.

9. Indemnification. Notwithstanding the final sentence of G.L. c. 40, § 4A, Lynnfield shall indemnify and hold harmless Wakefield and each and all of its officials, officers, employees, agents, servants and representatives (the "Indemnitees") from and against any claim arising from or in connection with the performance by the Plumbing Inspector of his duties in or for Lynnfield including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Plumbing Inspector while in or performing services for Lynnfield. Such indemnification shall include, without limitation, current payment of all costs of defense (including reasonable attorneys= fees, expert witness fees, court costs and related expenses) as and when such costs become due and the amounts of any judgments, awards and/or settlements, provided that (a) Lynnfield shall have the right to select counsel to defend against such claims, such counsel to be reasonably acceptable to Wakefield and its insurer, if any, and to approve or reject any settlement with respect to which indemnification is sought, (b) the Indemnitees shall cooperate with Lynnfield in all reasonable respects in connection with such

defense, and (c) Lynnfield shall not be responsible to pay any judgment, award or settlement to the extent occasioned by the negligence or intentional misconduct of any of the Indemnitees other than the Plumbing Inspector.

10. Termination. This Agreement may be terminated by either party for any reason or no reason on thirty (30) days' written notice to the other. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

11. Assignment. Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

13. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

14. Amendment. This Agreement may be amended only by a writing signed by both parties duly authorized thereunto.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.

16. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

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

a. To Wakefield. Any notice to Wakefield hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Stephen P. Maio
Town Administrator
William J. Lee Memorial Town Hall
One Lafayette Street
Wakefield, Massachusetts 01880

or to such other address(es) as Wakefield may designate in writing to Lynnfield.

b. To Lynnfield. Any notice to Lynnfield hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

James Boudreau
Town Administrator
Lynnfield Town Hall
55 Summer Street
Lynnfield, Massachusetts 01940

or to such other address(es) as Lynnfield may designate in writing to Wakefield.

18. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

19. Financial Safeguards. The Plumbing Inspector shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Wakefield shall maintain accurate and comprehensive records of all costs incurred by or on account of the Plumbing Inspector, and all reimbursements and contributions received from Lynnfield. The parties shall regularly, and in any event not less often than annually, audit the records of the Plumbing Inspector and the said records of Wakefield, and financial statements based on such audits shall be rendered to the parties hereto.

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF WAKEFIELD
By its Board of Selectmen

TOWN OF LYNNFIELD
By its Board of Selectmen

c:\Wakefield\PlumbingInspectorAgreement

AGREEMENT

THIS AGREEMENT dated as of this ____ day of _____, 2016 by and between the Town of Wakefield, a Massachusetts municipal corporation having a usual place of business at the William J. Lee Memorial Town Hall, One Lafayette Street, Wakefield, Massachusetts 01880, acting by and through its Board of Selectmen ("Wakefield"), and the Town of Lynnfield, a Massachusetts municipal corporation having a usual place of business at 55 Summer Street, Lynnfield, Massachusetts 01940, acting by and through its Board of Selectmen ("Lynnfield")

WITNESSETH THAT:

WHEREAS, Wakefield and Lynnfield desire to share the services and costs of a common Electrical Inspector; and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, § 4A;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree under seal as follows:

1. Common Electrical Inspector. During the Term of this Agreement, Wakefield and Lynnfield shall share the services provided by and the costs associated with a common Electrical Inspector as set forth herein.
2. Term. The term of this Agreement (shall commence on July 1, 2016 and shall expire on June 30, 2019 unless earlier terminated as set forth herein.
3. Identity of Electrical Inspector. The parties shall share the services and costs of the incumbent Wakefield Electrical Inspector David Sardella or his successor appointed by the Wakefield Town Administrator during the Term.
4. Compensation. Wakefield shall pay the Electrical Inspector, on a bi-weekly basis, a salary during the Term which shall initially be \$67,141.00 per year. Lynnfield shall contribute its share of the Electrical Inspector's compensation by paying to Wakefield the sum of \$6714.10 per fiscal quarter during the Term, each payment to be due and payable within fifteen (15) days after the commencement of such fiscal quarter (i.e., after 7/1, 10/1, 1/1 and 4/1). Wakefield shall adjust the compensation it pays the Electrical Inspector in accordance with any changes negotiated with the Wakefield Supervisory Employees Union, which represents the Electrical Inspector for purposes of collective bargaining, and shall give prompt written notice to Lynnfield of any such adjustment. Lynnfield shall adjust its quarterly payments accordingly. In the event that any collective bargaining agreement requires Wakefield to make a lump sum payment to the Electrical Inspector reflecting a retroactive salary increase during the Term, Wakefield shall promptly give written notice thereof to Lynnfield and Lynnfield shall, within sixty (60) days thereafter, pay Wakefield forty percent (.40) such amount, to the extent that the retroactive pay period includes any part of the Term hereof. Lynnfield shall also reimburse Wakefield at a rate

of 40% for all costs related to cell phone, Medicare, Workers Comp, Life Insurance and Health Insurance. Such payments shall be made quarterly along with the salary payments. In the event any change occurs in the aforementioned costs, Lynnfield shall adjust its payments accordingly.

5. Other Collective Bargaining Agreement Benefits. Wakefield shall provide the Electrical Inspector with all benefits to which he is entitled under his collective bargaining agreement. Both parties agree to allow the Electrical Inspector to enjoy such vacation, sick days, personal days and other leave as he may be entitled to receive under such agreement and under any applicable legislation. Neither party shall make any demand on the Electrical Inspector or take any action with respect to the Electrical Inspector that is in violation of his rights under his collective bargaining agreement or under any applicable legislation.

6. Retirement and Workers= Compensation Benefits. The Electrical Inspector will remain a member of the Wakefield Contributory Retirement System. Upon his retirement, Lynnfield will be assessed a share of the cost of his pension reflecting any concurrent time he spent working for Lynnfield hereunder pursuant to applicable Massachusetts General Laws. At the end of each fiscal year, Lynnfield shall reimburse Wakefield for its workers' compensation cost associated with the employment of the Electrical Inspector, such reimbursement to be equal to the product of Lynnfield's contribution to the Electrical Inspector's salary during such year multiplied by the rate paid by Wakefield for workers' compensation insurance for the Electrical Inspector for such year.

7. Duties. The Electrical Inspector shall perform the duties of Electrical Inspector as required by law for Wakefield and Lynnfield. Each party shall provide the Electrical Inspector with office space and office equipment. Office hours in both Wakefield and Lynnfield shall be established by the Inspector of Buildings.

8. Car. Wakefield and Lynnfield shall independently reimburse the Electrical Inspector for any mileage used during the performance of his duties pursuant to each community's personnel policy.

9. Indemnification. Notwithstanding the final sentence of G.L. c. 40, § 4A, Lynnfield shall indemnify and hold harmless Wakefield and each and all of its officials, officers, employees, agents, servants and representatives (the "Indemnitees") from and against any claim arising from or in connection with the performance by the Electrical Inspector of his duties in or for Lynnfield including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Electrical Inspector while in or performing services for Lynnfield. Such indemnification shall include, without limitation, current payment of all costs of defense (including reasonable attorneys= fees, expert witness fees, court costs and related expenses) as and when such costs become due and the amounts of any judgments, awards and/or settlements, provided that (a) Lynnfield shall have the right to select counsel to defend against such claims, such counsel to be reasonably acceptable to Wakefield and its insurer, if any, and to approve or reject any settlement with respect to which indemnification is sought, (b) the Indemnitees shall cooperate with Lynnfield in all reasonable respects in connection with such defense, and (c) Lynnfield shall not be responsible to pay any judgment, award or settlement to

the extent occasioned by the negligence or intentional misconduct of any of the Indemnitees other than the Electrical Inspector.

10. Termination. This Agreement may be terminated by either party for any reason or no reason on thirty (30) days' written notice to the other. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

11. Assignment. Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

13. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

14. Amendment. This Agreement may be amended only by a writing signed by both parties duly authorized thereunto.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.

16. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

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

a. To Wakefield. Any notice to Wakefield hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Stephen P. Maio
Town Administrator
William J. Lee Memorial Town Hall
One Lafayette Street
Wakefield, Massachusetts 01880

or to such other address(es) as Wakefield may designate in writing to Lynnfield.

b. To Lynnfield. Any notice to Lynnfield hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

James Boudreau
Town Administrator
Lynnfield Town Hall
55 Summer Street
Lynnfield, Massachusetts 01940

or to such other address(es) as Lynnfield may designate in writing to Wakefield.

18. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

19. Financial Safeguards. The Electrical Inspector shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Wakefield shall maintain accurate and comprehensive records of all costs incurred by or on account of the Electrical Inspector, and all reimbursements and contributions received from Lynnfield. The parties shall regularly, and in any event not less often than annually, audit the records of the Electrical Inspector and the said records of Wakefield, and financial statements based on such audits shall be rendered to the parties hereto.

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF WAKEFIELD
By its Board of Selectmen

TOWN OF LYNNFIELD
By its Board of Selectmen

c:\Wakefield\ElectricalInspectorAgreement

AGREEMENT

THIS AGREEMENT (the “Agreement”) by and among Windsor Court LLC, a Massachusetts limited liability company (the “Developer”), Monastiero Consulting Services, LLC, a Massachusetts limited liability company (the “Purchaser”) and the Town of Lynnfield, Massachusetts (the “Town”) dated as of this ___ day of July, 2016

WITNESSETH THAT:

WHEREAS, pursuant to an undated purchase and sale agreement amended as of January 27, 2009; February, 2010; and March 31, 2014 (as so amended, the “P&S”), the Town agreed to sell and the Purchaser agreed to buy certain real property located in Lynnfield, Massachusetts upon the terms and subject to the conditions set forth therein; and

WHEREAS, by an agreement dated November 20, 2014, the Developer agreed to pay, guaranty and be responsible for all obligations of the Purchaser under the P&S; and

WHEREAS, the P&S contemplated that the Town would have the right to construct and use a ball field on a certain portion of the land conveyed by the Town; and

WHEREAS, it has proven impossible for the Purchaser and the Developer to honor the said right because the area where the ball field was to have been constructed is needed exclusively for a septic field; and

WHEREAS, the parties desire that the Purchaser and the Developer offer the Town a substitute consideration of approximately equal value that will result in the Town’s having a little league ball field equivalent to that contemplated under the P&S;

NOW, THEREFORE, in consideration of the premises set forth above and the mutual promises set forth below, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned, intending to be legally bound, hereby agree as follows:

1. WAIVER BY TOWN. The Town hereby waives, abandons and relinquishes its rights to construct, reconstruct, grade, re-grade, landscape, improve, repair, maintain, irrigate, mow, seed and otherwise configure the land defined as the “Ball Field” in the P&S, and to locate structures and appurtenances there, and to use the said area for athletic purposes.

2. CONSTRUCTION OF SUBSTITUTE FIELD. The Purchaser and the Developer shall construct a substitute baseball field, and perform limited site work as described below on a softball field, on land owned by the Town on the campus of the Lynnfield Middle School (the “Site”).

A. TIME. Work shall commence in July, 2016 and be completed to the reasonable satisfaction of the Town by October, 2016.

B. PLANS AND SPECIFICATIONS. All work is to be done in accordance with the specifications prepared by Gale Associates and set forth in the document dated August 4, 2015 entitled: "Project Manual / Middle School Field Improvement Project / Lynnfield MA" and in accordance with an 8-page package of drawings prepared by Gale Associates and dated July 29, 2015, marked "BID SET" and entitled: "Lynnfield Middle School / Field Improvements / 505 Main Street / Lynnfield, MA," subject to such changes as are described in the attached memorandum, initialed by representatives of the parties.

C. SUMMARY OF WORK. Without limiting the generality of the foregoing, the work to be performed by the Purchaser and the Developer shall include the following:

i. SOFTBALL FIELD.

The only work to be done on the softball field is the following: excavate the areas for the new dugouts and provide crushed stone base making ready for the concrete slab.

ii. BASEBALL FIELD.

Remove vegetation in existing batting tunnel and replace with stone dust;
Remove vegetation and create a new double bullpen adjacent to the batting tunnel;
Strip and amend the infield mix and re-grade the infield with amended infield mix per the specification;
Remove and dispose of the existing player benches;
Excavate the areas for the new dugouts and provide Crushed stone base making ready for the concrete slab;
Excavate the area for the concrete pad for the trash receptacles and provide crushed stone base making ready for the concrete slab;
Install stone infiltration trench along backstop on baseball field; and
Re-grade and reconstruct infield grass areas and install sod at all disturbed locations.

D. PREVAILING WAGE. The Purchaser and the Developer shall be responsible to pay "prevailing wages" to all persons who perform the work described above pursuant to the so-called Prevailing Wage Law, G.L. c. 149, §§ 26-27, and otherwise to comply with the said law. Prevailing wage rate sheets are attached hereto.

WITNESS OUR HANDS AND SEALS on and as of the first date set forth above.

MONASTIERO CONSULTING SERVICES, LLC

By: _____
Regina Monastiero, Manager

WINDSOR COURT LLC

By: _____
Regina Monastiero, Manager

Gregg Monastiero, Manager

TOWN OF LYNNFIELD

By: _____
James Boudreau, Town Administrator

c:\Lynnfield\SeniorCenter-BallFieldAgmt7.13.16

AMENDMENT TO TOWN ADMINISTRATOR
EMPLOYMENT AGREEMENT

This agreement (this "Amendment") by and between the Town of Lynnfield, Massachusetts, a Massachusetts municipality (the "Town"), and James M. Boudreau (the "Town Administrator") dated as of this ___ day of July, 2016

Witnesseth That:

Whereas, the Town and the Town Administrator entered into a certain "Employment Agreement Between Town of Lynnfield and Town Administrator" dated November 17, 2014 (the "Employment Agreement"); and

Whereas, Section 4 of the Employment Agreement provided that the Town Administrator would receive an annual base salary of \$175,000 for the period January 5, 2015 through January 4, 2016, and that thereafter "the annual base salary may increase in an amount to be determined by the Town, on the basis of merit and/or market conditions affecting Town Administrator salaries in the Commonwealth of Massachusetts;" and

Whereas, the parties mutually agree that for the reasons set forth in the said Section 4 the Town Administrator is entitled to an increase of two percent (2%) in base annual salary for the period January 5, 2016 through the expiration of the Employment Agreement on January 4, 2017;

Now, therefore, in consideration of the premises set forth above and the mutual promises set forth below, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned, intending to be legally bound, hereby covenant and agree as follows:

1. Salary Increase. Notwithstanding any other provision of the Employment Agreement to the contrary, the Town shall pay the Town Administrator an annual base salary of \$178,500 for the period January 5, 2016 through January 4, 2017 (reflecting an increase of two percent (2%) over his base salary for his initial year of employment), payable at such times as the Town customarily pays its employees, excepting only that the Town shall, at the earliest practicable such date hereafter, pay the Town Administrator a lump sum amount reflecting the retroactive portion of such increase. All payments shall be subject to applicable withholdings and deductions.

2. Other Terms Ratified. In all other respects the parties ratify and confirm the terms and conditions of the Employment Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the first date set forth above.

TOWN OF LYNNFIELD
By and through its Board of Selectmen

Philip Crawford

Christopher Barrett

Richard Dalton

TOWN ADMINISTRATOR

James M. Boudreau

c:\Lynnfield\BoudreauAmendment

June 21, 2016

Town of Lynnfield
Board of Selectman
55 Salem Street
Lynnfield, MA 01940

Subject: letter of Resignation

Dear Mr. Chairman;

It is with regret that I must resign my position as Chairman of the Personnel Board for the Town of Lynnfield. We have sold our home and as such will no longer be a resident of the Town which is a violation of the residency requirements. The Board as constituted has Vice Chair, Kip Sanford, in place until such time as an additional member can be appointed.

Thank you for the opportunity to serve and good luck to a wonderful Town that we have been fortunate to spend over 20 years as citizens.

Regret's,

Denis Ritchie
1 Daventry Court
Lynnfield, MA 01940