

**BOARD OF SELECTMEN
AGENDA
Monday, March 7, 2016**

Regular Meeting – 7:30 p.m.

Al Merritt Center, 600 Market Street

****NOTE****

As a result of changes in the Open Meeting Law, the chair must announce at the outset of every meeting that the meeting is being recorded and transmitted via cable television.

7:00 p.m.

Pledge of Allegiance

Lynnfield Moms group presentation of warrant article

Fields project update

Scenic roads warrant article

School budget presentation

Town administrator budget presentation

Discussion of warrant articles

Kinder Morgan gas pipeline update

Union Hospital update

Agreements on donation bins at Town Hall

Change of LLC Manager, Legal Sea Foods, Inc., d/b/a Legal C Bar, 427 Walnut Street

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:

Use of Town roads and Town H all lot and restrooms, LAA
Fourth of July Road Race

One-day liquor license:

None

Minutes:

January 4, January 21

Proclamations:

Arbor Day

Administrative matters:

Signing of warrants

March 2, 2016

RECEIVED

2016 MAR -2 P 4:01

Attn: Board of Selectmen,

TOWN CLERKS OFFICE
LYNNFIELD, MA

Enclosed in this packet are the collected signatures to date and the supporting documents for our Article Submission for the 2016 Town Meeting. We look forward to meeting with the Board at your April 7th meeting, and discussing the addition of an Article to appropriate funds for a new playground at Glen Meadow.

Thank you,

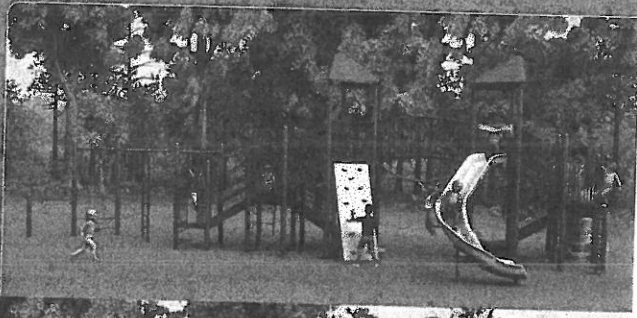


Sonia Brady

President, Lynnfield Moms Group



childscapes
 Playgrounds built for safe fun and fit
 Marshfield, MA 800-648-5257
 Proposal 38-84974



Glenn Meadow Park



childscapes
 Playgrounds built for safe fun and fit
 Marshfield, MA 800-648-5257
 Proposal 38-84974





Glenn Meadow Park

RECEIVED

2016 MAR -2 P 4: 04

TOWN CLERK'S OFFICE
LYNNFIELD, MA

RECEIVED

2016 MAR -2 P 4: 02

TOWN CLERKS OFFICE
LYNNFIELD, MA

Erika L. Wilson
130 Lowell Street
Lynnfield, MA 01940
617-291-4217
erikawilson27@gmail.com

September 2, 2014

William J. Gustus
Selectmen's Office
55 Summer Street
Lynnfield, MA 01940

Dear Mr. Gustus,

I am writing on behalf of the Executive Board of the newly established Lynnfield Moms Group (www.lynnfieldmoms.com). We are about three months young with 76 members and growing daily. Our group was created to support local moms and connect families in the community. After many meet-ups in town throughout the summer, we find ourselves dismayed with the state of the playgrounds. Many are in desperate need of repair and as a community we would like to come up with ways to improve them.

Our group recently received an email from someone thinking of moving to Lynnfield from South Boston. In her email, she stated how she loved the town but found the playgrounds to be lacking for such a great town. We agree that the parks here in town do not do Lynnfield justice.

At a recent meeting, we discussed trying to organize some "clean up the parks days" but soon realized this was an overwhelming task for just our group. I have attached pictures of the three playgrounds: Jordan Park, Newhall Park and Glen Meadow Park. The Lynnfield Moms Group would like to work with you to find a way to fund the projects necessary to improve the parks.

I truly appreciate you taking the time to look into this matter and look forward to speaking to you.

Sincerely,

Erika L. Wilson

1775 Ocean Street
Marshfield, MA 02050
800-648-5257 Fax: 781-837-9229

RECEIVED

2016 MAR -2 P 4:07

Date	Estimate #
6/23/2015	2015-0014GM

Billing Address	Ship To
Town of Lynnfield c/o Erika Wilson 55 Summer St. Lynnfield, MA 01940	Glenn Meadow Park 25 Trickett Road Lynnfield, MA 01940 USA

Email Address	erikawilson27@gmail.com
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Rep	Job Name	Customer Name	Customer Phone
TP	GlennMeadow	Erika Wilson	617-291-4217

Description	Qty	Rate	Total
Childscapes is pleased to provide our proposal for Glenn Meadow Park with FAC 79 State Contract Pricing:			
Burke # 38-84974-3 Basics and GFRC	1	42,691.00	42,691.00
FAC 79 Basics Discount - 6%		-2,561.46	-2,561.46
Burke #38-84974-3 Nucleus	1	87,093.00	87,093.00
FAC 79 Nucleus Discount - 10%		-8,709.30	-8,709.30
Burke # 38-84974-3 Intensity	1	1,340.00	1,340.00
FAC 79 Intensity Discount - 10%		-134.00	-134.00
Truck Load Freight plus 1% as allowed by State Contract	1	3,782.45	3,782.45
Zeager Woodcarpet	270	24.25	6,547.50
FAC 79 Discount - \$ 22.68/Yard		-423.90	-423.90
Freight for Woodcarpet plus 1% as allowed by State Contract (3 Truckloads)	1	1,361.77	1,361.77
NON-FAC 79 Services and Materials Proposal:			
1. Demolition of existing playground structures.	1	3,840.00	3,840.00
2. Disposal	1	3,000.00	3,000.00
3. Installation of equipment	1	23,000.00	23,000.00

- Contractor/Customer is responsible for quantity and color confirmation.
- Prices are valid for 30 days from date of Estimate and subject to review thereafter.
- Prices do not include off-loading, installation or resilient surfacing unless otherwise noted.
- Terms to be arranged.
- Pricing does not include prevailing wage rates unless specified. Retainage does not apply.
- Installation, if quoted, excludes rock/excess debris removal and other unforeseen conditions.

Signature _____	Subtotal
Printed Name & Title _____	Sales Tax (6.25%)
As titled, I am an authorized signer for the above named entity, empowered to execute this contract.	Total
E-mail	Thank you for the opportunity.
betsy@childscapes.net	
Web Site	
www.childscapes.net	

1775 Ocean Street
Marshfield, MA 02050
800-648-5257 Fax: 781-837-9229

RECEIVED

2015 MAR -2 P 4: 05

Date	Estimate #
6/23/2015	2015-0014GM

Billing Address

Town of Lynnfield
c/o Erika Wilson
55 Summer St.
Lynnfield, MA 019940

Ship To

Glenn Meadow Park
25 Trickett Road
Lynnfield, MA 01940
USA

Email Address

erikawilson27@gmail.com

Rep	Job Name	Customer Name	Customer Phone
TP	GlennMeadow	Erika Wilson	617-291-4217

Description	Qty	Rate	Total
4. Concrete Materials for footings.	1	3,460.00	3,460.00
5. Geotextile fabric	1	1,440.00	1,440.00
6. Installation of surfacing and fabric.	1	4,320.00	4,320.00

- Contractor/Customer is responsible for quantity and color confirmation.
- Prices are valid for 30 days from date of Estimate and subject to review thereafter.
- Prices do not include off-loading, installation or resilient surfacing unless otherwise noted.
- Terms to be arranged.
- Pricing does not include prevailing wage rates unless specified. Retainage does not apply.
- Installation, if quoted, excludes rock/excess debris removal and other unforeseen conditions.

Signature _____

Printed Name & Title _____

As titled, I am an authorized signer for the above named entity, empowered to execute this contract.

Subtotal	\$170,047.06
Sales Tax (6.25%)	\$0.00
Total	\$170,047.06

E-mail	Web Site
betsy@childscapes.net	www.childscapes.net

Thank you for the opportunity.

SCENIC ROADS BYLAW

1. PURPOSE - The purpose of this Bylaw is to allow at Town Meeting the recognition of specific roads in Lynnfield as "Scenic Roads." By so doing, the public right-of-way along these roads shall not be altered, improved, or reconstructed without approval. For a road designated a Scenic Road any repair, maintenance, reconstruction, paving or construction of an additional driveway; cutting or removal of trees; the tearing down, burial, relocation, or destruction of stonewalls by any person public or private shall require written consent of the Planning Board. No privately owned properties shall be subject to this Bylaw.

2. AUTHORITY - The enactment of this Bylaw is authorized by Massachusetts General Law Chapter 40, Section 15C.

3. DEFINITIONS

Applicant: any person or entity that undertakes an action requiring prior written consent pursuant to this Bylaw who is therefore required to file an application with the Planning Board.

Repair, Maintenance, Reconstruction or Paving Work: any such work done within the public right-of-way by any person or entity, public or private, including the roadway and/or construction of an additional driveway.

Scenic Road: The entire area within the boundaries of the public right-of-way other than a state highway or a numbered route.

Stone Wall: A structure of natural stone constructed to enclose, divide, or define an area, and located at least partially within the boundaries of the public right-of-way.

Tree: A tree located within the public right-of-way that is larger than 6" DBH (diameter at breast height).

4. DESIGNATION OF SCENIC ROADS

4.1. Considerations for Scenic Road Designation - The determination of which roads or portions of roads to be recommended as Scenic Roads shall consider these criteria:

- a) Overall scenic beauty of the public way.
- b) The contribution of any vegetation, stonewalls, fences, shoulders, or tree canopy.
- c) The potential for lessening of scenic beauty, aesthetic value or historical significance.

4.2. Procedures to Designate Scenic Roads - Upon recommendation or request of the Planning Board, Conservation Commission, or Historical Commission, any road shall, upon vote of a majority of the voters present and voting at any annual or special Town Meeting, become a Scenic Road subject to the provisions in this Bylaw. A public hearing regarding the proposed roads shall be conducted prior to Town Meeting.

5. PROCEDURE FOR ACTIONS ON A SCENIC ROAD

5.1. Determination of Applicability - The applicant shall submit a written request to the Town Engineer who shall determine the boundaries of the public right-of-way relative to the location of any specific tree(s) and any specific stonewall(s) to determine the applicability of the Bylaw. A copy of the written request shall also be filed with the Planning Board and the Director of Public Works and/or Tree Warden.

5.2. Scope of Work - The applicant shall deliver to the Planning Board an application with a clear and legible site plan, together with a written description detailing the scope of the proposed work which will cause the Planning Board to schedule a public hearing within a reasonable amount of time.

5.3. Public Hearing Notice - A Notice of Public Hearing shall be advertised in a newspaper of general circulation in the town once in each of two successive weeks, the first publication to be not less than seven days before the day of the hearing, the cost of which shall be born by the applicant.

5.4. Director of Public Works and/or Tree Warden - Whenever feasible, Planning Board hearings shall be held in conjunction with those to be held by the Director of Public Works and/or Tree Warden acting pursuant to this Bylaw. Consent to an action by the Planning Board shall not be construed as implying consent by the Director of Public Works and/or Tree Warden, or vice versa.

5.5. Decision of Board - Within forty-five (45) days after submission, the Planning Board shall conduct a hearing and take final action thereon by approving, modifying, or disapproving the application. Failure of the Board to take final action within the time allotted shall be construed as constructive approval. Extension of time may be agreed upon at the written request of the applicant.

5.6. Appeals Process - The applicant can appeal the decision of the Planning Board to the Board of Selectmen within twenty-one (21) days. The appeal shall be submitted in writing in which the reasons for the appeal are itemized.

5.7. Enforcement - Without waiving any other enforcement authority, violations of the Scenic Road Bylaw shall be punishable by a fine of \$300.00. In addition, the property owner and whoever is responsible for the violation shall be required within sixty (60) days to:

- a. restore any altered stone walls to the condition they were in prior to the alterations, and
- b. plant tree(s) of similar and native in species to those which may have been cut or removed, or
- c. implement other mitigating measures as may be directed by the Planning Board.

The failure of the property owner to restore or mitigate as directed by the Planning Board shall be deemed a subsequent and separate violation. The Planning Board may assess further penalties of up to \$300 for each fourteen (14) day period during which any violation has not been corrected as directed by the Planning Board.

6. ACTIONS THAT DO NOT REQUIRE APPROVAL

6.1. Emergency Repair - Nothing in this Bylaw shall prevent any work being performed as the result of emergency conditions that threaten the lives, health, and/or safety of the public.

6.2. Normal Repair - The provisions of this Bylaw will not restrict either the Department of Public Works or any utility companies from conducting normal maintenance or repairs.

6.3. Stonewall Repair - A property owner's repair of a stonewall using natural stones and of similar appearance to the original wall shall not be restricted.

7. SEVERABILITY - If any section or subsection of this Bylaw is found to be unconstitutional or contrary to the laws of the Commonwealth of Massachusetts or the United States of America then that section or subsection shall be stricken from this Bylaw, and the remainder of this Bylaw shall remain in full force and effect.

LYNNFIELD PUBLIC SCHOOLS - FY17 BUDGET SUMMARY - 2/22/16

	FY16 Approved Budget	FY17 Requested Budget	Y/Y \$ Change	Y/Y % Change
High School	\$428,139	\$428,139	\$0	0.0%
Middle School	\$171,070	\$170,945	-\$125	-0.1%
Huckleberry Hill School	\$126,200	\$125,200	-\$1,000	-0.8%
Summer Street School	\$126,700	\$127,350	\$650	0.5%
Special Education	\$199,786	\$199,000	-\$786	-0.4%
Special Education Out of District Tuitions/Contracted Service	\$509,983	\$574,254	\$64,271	12.6%
Special Education Out of District Transportation	\$163,297	\$250,562	\$87,265	53.4%
Administration/Technology	\$571,875	\$609,531	\$37,656	6.6%
Total Expenses	\$2,297,050	\$2,484,981	\$187,931	8.2%

	FY16 Salaries	FY17 Salaries		
Salaries	\$20,122,236	\$20,711,004	\$588,768	2.9%

FY17 Staffing Requests

High School	\$0	
Middle School	\$0	
Huckleberry Hill School	\$41,496	Music teacher (.5)
Summer Street School	\$0	
Special Education	\$57,824	Preschool teacher (.6) and paraprofessional (1.0)
Administration	\$50,000	Director of Teaching and Learning
Technology	\$0	

Total FY17 Requested Staff **\$149,320**

Total FY17 Salaries	\$20,122,236	\$20,860,324	\$738,088	3.7%
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	FY16	FY17		
Expenses	\$2,297,050	\$2,484,981	\$187,931	8.2%
Salaries	\$20,122,236	\$20,860,324	\$738,088	3.7%
Total	\$22,419,286	\$23,345,305	\$926,019	4.1%
Revenue Offsets:				
Activity Fees	-\$180,000	-\$180,000		
Community Schools	-\$80,000	-\$140,000		
Kindergarten Revenue	-\$278,500	-\$160,000		
Total	-\$538,500	-\$480,000		

TOTAL OPERATING BUDGET	\$21,880,787	\$22,865,421	\$984,634	4.50%
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LYNNFIELD TOWN WARRANT

THE COMMONWEALTH OF MASSACHUSETTS

ANNUAL TOWN ELECTION - APRIL 11, 2016

ANNUAL TOWN MEETING - APRIL 25, 2016

Essex, ss.

To the Constable of the Town of Lynnfield in the County of Essex, GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said Town, qualified to vote in elections and in Town affairs, to meet in their respective polling places in said Lynnfield, on Monday, April 13, 2015 at 7:00 a.m., then and there to bring in their votes on one ballot for the choice of all necessary Town Officers for the ensuing year, chosen in this manner, viz.: one Board of Selectmen member for three years; one Town Moderator for one year; one Board of Assessors member for three years; two Board of Library Trustee member for three years; two School Committee members for three years; one Planning Board member for five years; one Planning Board member for one year to fill an unexpired term; and one Housing Authority member for two years to fill an unexpired term.

The Polls in each precinct will open at 7:00 a.m., and will be closed at 8:00 p.m., on said April 11, 2016. The polling places for voters in Precincts 1, 2, 3 and 4 will be at Lynnfield High School, Essex Street, all in said Lynnfield.

And you are further directed to notify and warn the inhabitants of the Town of Lynnfield qualified to vote in elections and Town affairs, to meet in the Middle School Auditorium, Cafeteria, and the Gymnasium, if necessary, on Monday, April 25, 2016 at 7:30 p.m., then and there to act on the following articles:

ARTICLE 1. To act on reports of town officers and special committees as published.

Submitted by BOARD OF SELECTMEN

ARTICLE 2. To choose all Town officers not required to be chosen by ballot: viz.; three field drivers, one pound keeper and three wood measurers.

Submitted by BOARD OF SELECTMEN

ARTICLE 3. To see if the Town will vote to FIX THE COMPENSATION of each of the Elective Officers of the Town as required by General Laws, Chapter 41, Section 108, as amended.

Submitted by BOARD OF SELECTMEN

ARTICLE 4. To see if the Town will vote to raise and appropriate or transfer from available funds, sums of money to supplement certain accounts in the current 2016 Fiscal Year where balances are below projected expenditures for various reasons; or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 5. To see if the Town will vote to transfer a sum of money from Emergency Medical Services Retained Earnings to pay expenses and contractual services required to operate the emergency medical service in the Town of Lynnfield in the current 2016 Fiscal Year; or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 6. To see if the Town will vote to raise and appropriate or appropriate by transfer from available funds, sums of money to pay overdue bills of a prior fiscal year, or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 7. To see if the Town will vote to raise and appropriate, appropriate by transfer from available funds, or otherwise, a sum of money for the necessary Town charges and expenses; or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 8. To see if the Town will vote to raise and appropriate, appropriate by transfer from available funds or by borrowing, or from any or all such sources, sums of money for the purchase of various equipment and items in the nature of capital expenditure and to give authority to credit the value of the various old equipment to be turned in toward the purchase price of said items, said sums of money to be expended under the direction of various Town boards, committees, or officers; or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 9. To see if the Town will vote to raise and appropriate and/or appropriate by transfer from available funds a sum of money for the town's Stabilization Fund, or what action the Town will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 10. To see if the Town will vote to raise and appropriate and/or appropriate by transfer from available funds a sum of money for the town's Capital Facilities Fund, or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 11. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to be deposited into the Other Post Employment Benefits Liability Trust Fund; or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 12. To see if the Town will vote to reauthorize the establishment of a Revolving Fund under the provisions of Chapter 44, Section 53 E-1/2, to be spent by the Council on Aging, limited to a certain amount, without further appropriation during Fiscal Year 2017, to pay expenses and contractual services required to operate Senior Center Activities and field trips; said fund to be credited with all fees and charges received during Fiscal Year 2017 from persons taking part in said activities and field trips; or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 13. To see if the Town will vote to reauthorize the establishment of a Revolving Fund under the provisions of Chapter 44, Section 53 E-1/2, to be spent by the Board of Health, limited to a certain amount, without further appropriation during Fiscal Year 2017, to pay expenses and contractual services required to operate the Flu Clinic; said fund to be credited with all fees and charges received, and with recovery through third party billing received, during Fiscal Year 2017 from or in connection with persons taking part in said activities; or what action it will take thereon.

Submitted by BOARD OF HEALTH

ARTICLE 14. To see if the Town will vote to reauthorize the establishment of a Revolving Fund under the provisions of Chapter 44, Section 53 E-1/2, to be spent by the Board of Library Trustees, limited to a certain amount, without further appropriation during Fiscal Year 2017, to pay expenses related to book replacement and new book acquisitions, said fund to be credited with all fines collected for the loss of library books received during Fiscal Year 2017 from persons paying such fines; or what action it will take thereon.

Submitted by BOARD OF LIBRARY TRUSTEES

ARTICLE 15. To see if the Town will vote to reauthorize the establishment of a Revolving Fund under the provisions of Chapter 44, Section 53 E-1/2, to be spent by the Recreation Commission, limited to a certain amount, without further appropriation during Fiscal Year 2017, to pay part time salaries, expenses and contractual services required to

operate Recreation Activities, field administration and field trips; said fund to be credited with all fees and charges received during Fiscal Year 2017 from persons taking part in said activities and field trips; or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 16. To see if the Town will vote to reauthorize the establishment of a Revolving Fund, pursuant to Massachusetts General Laws Chapter 44, Section 53 E-1/2, to be spent by the Department of Public Works, limited to a certain amount, without further appropriation during Fiscal Year 2017, to pay expenses related to maintenance and upkeep of athletics fields for the fiscal year commencing July 1, 2016; said fund to be credited with all field maintenance fees and charges received during FY 2017 for field use, or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 17. To see if the Town will vote to appropriate a sum of money from Emergency Medical Service Enterprise receipts to pay expenses and contractual services required to operate the emergency medical service in the Town of Lynnfield, said Enterprise Fund to be credited with all fees and charges received during Fiscal Year 2017 from persons using said service; or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 18. To see if the Town will vote to appropriate a sum of money from Golf Enterprise receipts and or Golf Enterprise Retained Earnings to pay expenses and contractual services required to operate the Reedy Meadow Golf Course and King Rail Golf Course, said Enterprise Fund to be credited with all fees and charges received during Fiscal Year 2017 from persons using the golf course; or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 19. To see if the Town will vote to authorize the Board of Library Trustees to apply for any state funds which might be available to defray all or part of the cost of the design, construction and equipping of the library project and to authorize the Board of Library Trustees to accept and expend any such funds when received without further appropriation. The preliminary architectural design for the Lynnfield Public Library building is approved as rendered at the April 25, 2016 Town Meeting and it will be submitted as a part of the grant application, or what action it will take thereon.

Submitted by the BOARD OF LIBRARY TRUSTEES

ARTICLE 20. To see if the Town will vote accept that the site area as shown in the attached Site Plan entitled "Site Plan Lynnfield, MA dated XXXXXXXX" as prepared by William Rawn Associates, Architects in its entirety and as presented at the Town Meeting on April 25, 2016 can be used for the development and construction of the new Lynnfield Public Library contingent upon Lynnfield receiving a state library building grant. [The site plan delineates the boundary of the area to be occupied as rendered by Public Library activities including the building, a common multi-purpose green serving the Town of Lynnfield and the library's parking areas. The site's boundaries with Reedy Meadow

Golf Course to the sides and rear and Summer Street on the front are outside the perimeter shown.]

Submitted by the BOARD OF LIBRARY TRUSTEES

ARTICLE 21. To see if the Town will vote, pursuant to G.L. c. 40, § 15A and any other applicable authority, to transfer to the Board of Selectmen for the purpose of sale **or lease** the real property known and numbered as 567 Main Street, Lynnfield, Massachusetts, including the structures and fixtures thereon erected, being the same property conveyed to the Town by deed dated October 2, 2014 and recorded with the Essex South District Registry of Deeds at Book 33587, Page 278 from Denault M. Donovan, Charles S. Donovan and Alice Kiernan, Trustees of the Centre Farm Nominee Realty Trust II, under declaration of trust dated December 28, 2007 and recorded with said Deeds at Book 27459, Page 234, consisting of seven (7) acres; and pursuant to G.L. c. 40, § 3; c. 30B, § 16, and any other applicable authority, to authorize the Selectmen to sell, transfer and convey the said real property subject to an Historic Preservation Restriction under G.L. c. 184, §§ 31-33, pertaining to the said property and the exterior of the structures and fixtures thereon, such sale **or lease** otherwise to be on such terms and subject to such conditions as the Selectmen may deem prudent; or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 22. To see if the Town will vote to appropriate from free cash a sum of money to pay certain outstanding medical bills, and to empower the Town Administrator to pay any and all other bills associated with the August 12, 2010 line of duty injury suffered by Firefighter Keith Gauvreau, or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 23. To see if the Town will vote, pursuant to Article IV, Section 217-39.B of the General Bylaws of the Town, to designate the following ways as “Scenic Roads”:

Chestnut Street
Essex Street
Lowell Street
Main Street
Summer Street;

or what action it will take thereon.

Submitted by CONSERVATION COMMISSION

ARTICLE 24. To see if the Town will vote to amend Section 7.4.a of the Zoning Bylaws by:

- a. deleting therefrom the following:
“, in addition to the requirements of 7.4 ‘Site Plan Approval’”; and
- b. renumbering the said section from “7.4.a.” to “7.4.1”;

or what action it will take thereon.

Submitted by PLANNING BOARD

ARTICLE 25. To see if the Town will vote to amend the Zoning Bylaws by deleting embedded section numbers and replacing them with section titles in various places, as follows:

- a. in Section 4.8, by deleting “8. Any uses allowed in Section 9.4 Wireless Communication District” and replacing it with “8. Any uses allowed in the section entitled ‘Siting of Radio Telecommunications Facilities’”;
- b. in Section 8.4.8, by deleting “15”;
- c. in Section 8.5.3.4, by deleting “Section 6, Sign Regulations,” and replacing it with “‘Sign Regulations’ Section”;
- d. in Section 9.5.6, by deleting Sections 9.5.6.15 and 9.5.6.16 and replacing them with the following:

“15. Adult uses as enumerated under the ‘Adult Uses’ Section of the Zoning Bylaws.

“16. Medical Marijuana uses as enumerated under the ‘Medical Marijuana’ Section of the Zoning Bylaws.”; and
- e. in Section 13.6, by deleting “Section II Chapter 6 of the Bylaws of the Town of Lynnfield (as amended)” and replacing it with “these Zoning Bylaws”;

or what action it will take thereon.

Submitted by PLANNING BOARD

ARTICLE 26. To see if the Town will vote to amend the Zoning Bylaws by deleting Section 2, entitled 'Definitions,' and replacing it with the following:

2 DEFINITIONS

2.1 TENSE AND CONSTRUCTION

Words used in the present tense include the future; the singular includes the plural, and the plural the singular;
the words "building," "structure," "lot," "land" or "premises" shall be construed as though followed by the words "or any portion thereof," and
the word "shall" is always mandatory and not merely discretionary. STM Oct 19, 2015

2.2 PRECEDENCE

Those definition(s) that are defined in a subsection shall take precedence for only that subsection otherwise those listed below shall be used. STM Oct 19, 2015

2.3 SPECIFIC DEFINITIONS

In the Zoning Bylaw terms shall have the meaning given herein, unless a contrary meaning is required by the context or is specifically prescribed. STM Oct 19, 2015

2.4 MISSING DEFINITIONS

Words not defined shall have the meaning as defined in the State's Building Code, 780 CMR 2009 STM Oct 19, 2015

2.5 INDIVIDUAL MEANINGS

The following terms, unless a contrary meaning is required by the context or is specifically prescribed, shall have the following meanings:

Adult Bookstore

An establishment having as a substantial or significant portion of its stock in trade, books, magazines, and other matter which are distinguished or characterized by their emphasis depicting, describing or relating to sexual conduct or sexual excitement as defined in Massachusetts General Laws Chapter 272, Section 31. (S.T.M. October 19, 1998)

Adult Motion Picture Theater

An enclosed building used for presenting material distinguished by an emphasis on matter depicting, describing, or relating to sexual conduct or sexual excitement as defined in Massachusetts General Laws Chapter 272, Section 31. (S.T.M. October 19, 1998)

Adult Paraphernalia Store

An establishment having as a substantial or significant portion of its stock devices, objects, tools, or toys which are distinguished or characterized by their association with sexual activity, including sexual conduct or sexual excitement as defined in Massachusetts General Laws Chapter 272, Section 31. (S.T.M. October 19, 1998)

Adult Video Store

An establishment having a substantial or significant portion of its stock in trade, videos, movies, or other film material which are distinguished or characterized by their emphasis depicting, describing, or relating to sexual conduct or sexual excitement as defined in Massachusetts General Laws Chapter 272, Section 31. (S.T.M. October 19, 1998)

Adult Club

An establishment which provides live entertainment for its patrons, which includes the display of nudity, as that term is defined in Massachusetts General Laws Chapter 272, Section 31; also, an establishment offering activities or goods or providing services where employees, entertainers or patrons are engaging in nudity, sexual conduct or sexual

excitement as defined in Massachusetts General Laws Chapter 272, Section 31. S.T.M. October 19, 1998

Amateur Radio Service

That category of Radio Telecommunication that is regulated under 47 CFR §97 as defined in §97.3(a)(4): “A radio communication service for the purpose of self-training, intercommunication and technical investigations carried out by amateurs, that is, duly authorized persons interested in radio technique solely with a personal aim and without pecuniary interest.” STM Oct 20, 2014

An Assisted Living Residence

Any entity, however organized, whether conducted for profit or not for profit, which meets all of the following criteria: (1) provides room and board; and (2) provides, directly by employees of the entity or through arrangements with another organization which the entity may or may not control or own, assistance with activities of daily living for three or more adult residents who are not related by consanguinity or affinity to their care provided; and (3) collects payments or third party reimbursements from or on behalf of residents to pay for the provision of assistance with the activities of daily living or arranges for the same. This definition shall be in accordance with MGL Chapter 19D. STM Oct 19, 1998

Antenna

A device that includes conductive surfaces that transmit and/or receive Radio Telecommunications. Examples of Antenna types include dish, panel, vertical (e.g. “whip” and “collinear”), horizontal (e.g. “beam,” “yagi” and “log-periodic”). STM Oct 20, 2014

Antenna Tower

A Tower that is constructed for the primary purpose of supporting one or more Antennas. STM Oct 20, 2014

Aquifer

Geologic formation composed of rock, sand, or gravel that contains significant amounts of potentially recoverable water: STM Oct 18, 1993

Area of a Sign

The area of the minimum rectangle in the plane of the sign necessary to totally enclose all parts of it. (A.T.M. March 3, 1967)

Assisted Living

A special combination of housing, personalized supportive services, and health care designed to respond to the individual needs of those who need help in activities of daily living. Care is provided in a way that promotes maximum independence and dignity for each resident and encourages the involvement of a resident’s family, neighbors and friends. It is intended as an alternative to unnecessary and costly institutionalization for those elders who cannot or choose not to live alone but do not need the skilled medical

care provided by a nursing home. Facilities shall provide a range of supportive services including, but not limited to, 3 meals a day, housekeeping services, laundry, 24-hour security and staffing, maintenance and repairs, utilities, emergency call systems in each living unit, health, exercise and recreational programs, medication management, transportation, assistance with activities of daily living such as eating, bathing, dressing, grooming and walking. STM Oct 19, 1998

Building

Any structure having a roof supported by columns or by a wall (not to include trailers) for the shelter, housing, or enclosure of persons animals, chattels, or property of any kind.

Co-location, collocation:

The mounting or installation of an antenna on an existing tower, building or structure for the purpose of transmitting and/or receiving radio frequency signals for communication purposes.” (Source: Nationwide Programmatic Agreement for the Collocation of Wireless Antennas, FCC et al, 2001). STM Oct 20, 2014

Concealed Antenna Monopole

A Monopole that fully contains Antennae and cables concealed within its tubular outer surface. STM Oct 20, 2014

Constructed

The word “constructed” shall include the words “built”, “erected”, “reconstructed”, “altered”, “enlarged”, “moved”, “placed”.

Dwelling

Any building used in whole or in part as a habitation for one or more persons.

Earth Station

An RTF that communicates using man-made or natural satellites by transmitting and/or receiving Radio Telecommunication with the aid of such satellites, provided that any RTF that may otherwise qualify as both an Earth Station and either an Amateur Radio Service or a Subscriber Antenna, shall not be regulated as an Earth Station under the Bylaw. STM Oct 20, 2014

Eligible Facilities Request

Any request for modification of an existing PWSF that involves one or more of the following;

1 collocation of new transmission equipment

2 removal of transmission equipment

3 replacement of transmission equipment provided that such modification does not substantially change the physical dimensions of the PWSF. STM Oct 20, 2014

Essential services

Services provided by a public service corporation, as defined in G.L. c. 40A, s. 3, or by governmental agencies through erection, construction, alteration, or maintenance of gas,

electrical, steam, or water transmission or distribution systems and collection, communication, supply, or disposal systems whether underground or overhead, but not including PWSFs. Facilities necessary for the provision of essential services include poles, wires, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants and other similar equipment in connection therewith. Specifically excluded from the definition are buildings and overhead transmission towers. A PWSF shall not be construed as an essential service. STM Oct 20, 2014

Family

Any number of persons living and cooking together on the premises as a single housekeeping unit, as distinguished from a group occupying a boarding house, lodging house, or hotel.

Fixed Wireless Signals

Any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Fixed wireless signals do not include, among other things, AM radio, FM radio, amateur ("Ham") radio, Citizen's Band (CB) radio, and Digital Audio Radio Service (DARS) signals. (47 CFR 1.4000 in effect as of February 10, 2011). STM Oct 20, 2014

Groundwater Protection District

The zoning district defined to overlay other zoning districts in the Town of Lynnfield. The Groundwater Protection District may include specifically designated recharge areas. STM Oct 18, 1993

Housing for the Elderly

Multi family dwellings which contain two or more independent dwelling units consisting of a room or suite of rooms, its own bath and toilet facilities, and its own kitchen facility. Each such building may also include central kitchen and dining facilities for providing meals to residents thereof and their guests but not to the public and may also provide lounge rooms for the common use of residents and their guests. In one of such buildings, a unit may be included for occupancy by the manager of the project and his immediate family, one room of which may be used as an office, and except for the unit to be occupied and used as aforesaid by the manager, no unit in such building shall be occupied unless at least one of the tenants is a person who is fifty-five years of age or over. No Housing for the Elderly development shall contain more than 136 independent dwelling units. Children under the age of eighteen (18) years of age are prohibited from occupying or residing in any of the Elderly Housing dwelling units on a permanent basis. S.T.M. April 29, 1982; AT. April 24, 2006; STM March 2, 2009

House, one-family detached

A detached dwelling designed for and occupied by one family. STM Oct 20, 2014

Impervious surface

Materials or structure on, above, or below the ground that does not allow precipitation or surface water to penetrate directly into the soil. STM Oct 18, 1993

Indoor RTF

RTFs that are all of the following: indoors, essentially not visible to persons off the parcel, and require no modification of structure or exterior surfaces to be installed and operate STM Oct 20, 2014

Lot

A single tract of land held in identical ownership throughout and defined by metes, bounds or lot lines in a deed or conveyance or shown on a duly recorded plan.

Premises

A lot, together with all buildings, structures, and uses thereon.

Marijuana or Marihuana

All parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or cake or the sterilized seed of the plant which is incapable of germination. (A.T.M April 17, 2014)

Marijuana - infused Product (MIP)

A product infused with marijuana that is intended for use or consumption, including but not limited to edible products, ointments, aerosols, oils, and tinctures. (A.T.M April 17, 2014)

Medical Marijuana

Any marijuana intended for medical use which meets all requirements for medical marijuana contained in this bylaw, the general laws of the Commonwealth of Massachusetts, and the Code of Massachusetts Regulations (CMR). (A.T.M April 17, 2014)

Medical Marijuana Treatment Center

shall mean a “not-for-profit entity, as defined by Massachusetts law only, registered by the Department of Public Health, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils or ointments), transfers, transports, sells distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers. ATM April 29, 2013

Mining

The removal or relocation of geologic materials such as topsoil, sand, gravel, metallic ores, or bedrock. STM Oct 18, 1993

Monopole

A Tower that is a self-supporting vertical pole, with no guy wires, that supports Antennae and through the interior of which Antennae and control cables are routed to maintain an uncluttered continuous exterior surface. Antennae are mounted to Monopoles in several fashions, including those mounted on wide frames or platforms extending from the Monopole surface, surface-mounted to the pole exterior (sometimes called “flush mounts”), concealed within the pole’s surface (see Concealed Antenna Monopole) or disguised by materials such as those emulating natural vegetation. STM Oct 20, 2014

Other Radio Service

Those Radio Telecommunications that are not Personal Wireless Services or Amateur Radio Services. STM Oct 20, 2014

Person

Any individual, any entity, or any combination of individuals, entities, or both individuals and entities. ATM April 17, 2014

Personal Wireless Service (PWS)

That category of Radio Telecommunication that is subject to the National Wireless Telecommunications Siting Policy (Section 704 of the Telecommunications Act of 1996 and codified in 47 USC §332(c)(7). STM Oct 20, 2014

Personal Wireless Service Facility (PWSF)

An RTF that provides Personal Wireless Services to subscriber devices. A PWSF consists of all equipment including but not limited to, structures, materials, cabling, electronic sub-assemblies, antennas and customer-side utility interfaces used by an individual provider of Personal Wireless Services at one site.

Exceptions:

1. Consumer-grade PWS devices that are authorized by the carrier and installed by the subscriber to reinforce local service;
2. PWS devices and networks that are installed inside a building to serve the occupants of the building.

Note, it is important to distinguish between a structure that may be part of a PWSF and the PWSF itself: A Tower is not a PWSF, although it may be a component of one or more PWSFs at a site. STM Oct 20, 2014

Premises

A single lot as well as a single building. ATM April 17, 2014)

PWSF Site-Sharing

The placement of a PWSF at a tower, building or structure that already has one or more PWSFs installed on such building, tower or structure. Site-Sharing is one form of collocation. STM Oct 20, 2014

Radio Frequency (RF)

That portion of the electromagnetic spectrum regulated by the Federal Communications Commission.

Radio Telecommunication

The transmission and/or reception of information, including but not limited to voice, video, data or radio location signals, by means of RF transmissions through the atmosphere. STM Oct 20, 2014

Radio Telecommunication Facility (RTF)

Any installation for the purpose of Radio Telecommunication. STM Oct 20, 2014

Recharge Area

Areas that collect precipitation or surface water and carry it to aquifers. Recharge areas may include areas designated as Zone I, Zone II, or Zone III. STM Oct 18, 1993

Registered Marijuana Dispensary (RMD)

A not-for-profit entity registered under the Code of Massachusetts Regulations, that acquires, cultivates, possesses, processes (including development of related products such as edible MIPs, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of marijuana. ATM April 17, 2014

Sign

Any letter, figure, character, mark, plane, point, marquee sign, design, poster, pictorial, picture, stroke, stripe, line, trademark, reading matter or illuminated service, which shall be constructed, placed, attached, painted, erected, fastened or manufactured in any manner whatsoever, so that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine or merchandise, whatsoever, which is displayed in any manner outdoors including any from the foregoing which may be visible from in any manner from the outdoors. STM Oct 19, 2015

Street

A way which is over twenty-four (24) feet in right-of-way width which is dedicated or devoted to public use by legal mapping or by any other lawful procedure. A "Street" includes, 1) all public ways, 2) a way which the town clerk certifies is maintained and used as a public way, 3) a way shown on a plan approved and endorsed in accordance with the Rules and Regulation Governing Subdivision of Land in Lynnfield, Massachusetts, or 4) a way having in the opinion of the Lynnfield Planning Board sufficient paved width, suitable grades and adequate construction to provide for the needs of vehicular traffic in relation to the proposed uses of the land abutting thereon or served thereby and for the installation of municipal services to serve such land and the buildings erected or to be erected thereon. STM. Oct 17, 1994

Structure

A combination of materials assembled at a fixed location to give support or shelter or for other purposes, including buildings, frameworks, tents, platforms, signs, flagpoles, masts for antenna, and the like, but expressly excluding basketball courts. STM. Oct 21, 1991

Subscriber Antenna

Pursuant to 47 CFR 1.4000, an antenna that is both:

- a. located on property within the exclusive use or control of the Antenna user where the user has a direct or indirect ownership or leasehold interest in the property; and
- b. that is one meter (3.28± feet) or less in diameter that is used to receive (and transmit, as applicable):
 1. direct broadcast satellite service, including direct-to-home satellite service,
 2. fixed wireless signals, whether via satellite or not;
 3. video programming services via multi point distribution services, including:
 - i. multichannel multi point distribution services,
 - ii. instructional television fixed services,
 - iii. local multi point distribution services,
 - iv. fixed wireless signals other than via satellite, and/or
 - v. an antenna that is used to receive television broadcast signals; STM Oct 20, 2014

Tower

Any structure that is not habitable, has proportions of which the height is substantially greater than the largest dimension of its horizontal cross-section, is greater than 12 feet in height when attached to a building or other structure, and/or exceeds the height limit of the district within which it is constructed, whether or not attached to another structure. Examples of Tower types include "lattice" (open frame, truss-type construction) and "monopole" (tubular construction, defined herein). STM Oct 20, 2014

Toxic or Hazardous Material

Any substance or mixture of physical, chemical, or infectious characteristics posing a significant, actual, or potential hazards to human health if such substance or mixture were discharged to land or water of the Town of Lynnfield. Toxic or hazardous materials include, without limitation, synthetic organic chemicals, petroleum products, heavy metal, radioactive or infectious wastes, acids and alkalis and all substances defined as toxic or hazardous under Massachusetts General Laws (MGL) Chapter 21C and 21E and 310 CMR 30.00 and also include such products as solvents and thinners in quantities greater than normal household use. STM Oct 18, 1993

Violation of any Law or Violated any Law

a plea or finding of a violation of any law in a criminal, civil, or administrative proceeding, whether part of a plea agreement, settlement agreement or determination by an arbitrator, board, hearing officer, court, or jury. ATM April 28, 2014

"and further, that with respect to each of the definitions set forth in Section 2.5, entitled 'Individual Meanings,' such definitions shall be deleted wherever else they appear in the

Zoning Bylaws, and all subsection numbering associated with such definitions shall likewise be deleted."

or what action it will take thereon.

Submitted by PLANNING BOARD

ARTICLE 27. To see if the Town will vote to amend the Zoning Bylaws by adding the following definitions to subsection 2.5, placing them in alphabetical order with all other definitions located therein:

- a. "Movement or Moving – As applied to signs, any visual elements that either change or alter in appearance whatsoever.”;
- b. "A.T.M. or ATM – Annual Town Meeting as called for in the Town Charter, in the spring.”; and
- c. "S.T.M. or STM – Special Town Meeting as called for or permitted in the Town Charter, including but not limited to the regular town meeting scheduled for the fall.”;

or what action it will take thereon.

Submitted by PLANNING BOARD

ARTICLE 28. To see if the Town will vote to amend the Zoning Bylaws by deleting Section 7.7, or what action it will take thereon.

Submitted by PLANNING BOARD

ARTICLE 29. To see if the Town will vote to amend the Zoning Bylaws by revising Section 8.7, entitled "Siting of Radio Telecommunications Facilities," such that whenever any section, subsection or sub-subsection number includes "8.7" the same is changed to "8.8",

or what action it will take thereon.

Submitted by PLANNING BOARD

ARTICLE 30. To see if the Town will vote to raise and appropriate, appropriate by transfer from available funds or by borrowing, or from any or all such sources, a sum of money for the design, construction, furnishing and equipping a clubhouse at the King Rail Reserve Golf Course, or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 31. To see if the Town will vote to appropriate a sum of money for the construction of municipal outdoor recreational facilities, including the development of land and the construction and reconstruction of facilities at Glen Meadow Park and to determine whether to raise this appropriation by borrowing or otherwise, or to take any action related thereto.

Submitted by PETITION

ARTICLE 32. Revolving fund – cable

ARTICLE 33. LIBRARY transfer care and custody????

LICENSE AGREEMENT

This license agreement (this "Agreement") made this 2 day of 22, 2016 (the "Effective Date") by and between the Town of Lynnfield, acting by and through its Board of Selectmen, a Massachusetts municipality having a usual place of business at the Lynnfield Town Hall, 55 Summer Street, Lynnfield, Massachusetts 01940 (the "Town"), and Planet Aid, Inc., a Massachusetts nonprofit corporation having a mailing address at 47 Sumner Street, Milford, MA 01757 (the "Licensee")

WITNESSETH THAT:

WHEREAS, the Town owns that certain lot of land shown as **Parcel Number 0276 on Lynnfield Assessors' Map 0029** (the "Premises"); and

WHEREAS, the Licensee wishes to use the Premises as a place to install and maintain a temporary clothing and goods donation bin; and

WHEREAS, the Town is willing to grant the Licensee a revocable, non-transferable, non-exclusive license for such use subject to the terms and conditions set forth herein;

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 hereby agree as follows:

1. Grant of License: Term. The Town hereby grants to the Licensee, subject to the terms hereof, a revocable, non-exclusive, non-transferable license (the "License") to enter upon the Premises on foot or by vehicle for the purpose of installing and maintaining a bin intended for the temporary collection of goods and clothes, and

collecting goods and clothes from the bin, subject to the terms and conditions hereof.

The term of the License shall be from the Effective Date until January 1, 2017 (the "Term"), unless the same is earlier terminated as set forth below.

2. Payment by Licensee to Town. The Licensee shall make a quarterly payment to the Town of \$0.06 per pound for clothing, shoes, ~~books and other materials~~ *7/6 2/22/16* deposited in the bin to be located on the Premises. Each payment shall be made, and a written accounting substantiating the amount paid shall be submitted, to the Town within thirty (30) days after the expiration of each calendar quarter.

3. Revocation / Surrender of License.

a. The Town may revoke the License at any time for any reason or no reason. Revocation without cause shall be effective five (5) business days following the issuance of written notice of revocation by the Town to the Licensee.

b. The Town may revoke the License at any time on account of a violation of the terms hereof by the Licensee. Revocation with cause shall be effective two (2) calendar days following the issuance of written notice of revocation by the Town to the Licensee.

c. Termination or surrender of the License shall not void this Agreement. All provisions hereof relating to the payment of money by the Licensee to the Town, the indemnification of the Town by the Licensee, the furnishing by the Licensee of insurance with respect to the Premises, and all other provisions for the benefit of the Town shall remain enforceable, subject to applicable statutes of limitations, with respect to the period through and after the effective date of such revocation or surrender.

4. Indemnity. The Licensee shall defend and indemnify the Town and each and all of its elected and appointed officials, employees, servants, agents and insurers, and shall hold each and all of them harmless, from and against any and all claims, suits, demands, liabilities, actions, causes of action, damages, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly from or in connection with the Licensee's use of the Premises and/or from any negligent or willful act or omission by the Licensee, its servants, agents, employees or invitees, including without limitation damage resulting from the deposit on the Premises of any environmental contamination.

5. Insurance. The Licensee agrees to provide at its own expense general liability insurance covering the Premises and the Licensee's installation and maintenance of a donation bin there in a minimum amount of \$100,000 per occurrence and \$300,000 in the aggregate, and naming the "Town of Lynnfield" as "additional insured," provided that the insurer shall have agreed not to modify or cancel such insurance without providing thirty (30) days' written notice to the Town. A certificate of insurance with respect to such insurance shall be furnished to the Town prior to any use of the Premises by the Licensee and thereafter within thirty (30) days prior to the expiration of such policy.

6. Compliance With Laws. The Licensee agrees that no trade or occupation shall be conducted on the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any applicable statute, regulation, bylaw or other law.

7. No Improvements or Debris. The Licensee shall not install, erect, construct, create or suffer any improvements in or on the Premises including, without limitation, any paving, fencing or structure. The Licensee shall not dispose of any trash or debris on any part of the Premises and shall not suffer its servants, agents or invitees to

do so. The Licensee shall keep the area around the bin reasonably neat, clean and free of trash and debris.

8. No Recording. This Agreement shall not be recorded in any registry of deeds or filed with the Land Court or with the registered land section of any registry of deeds. Any recording or filing in violation of the provisions of this section shall constitute an automatic revocation of the License without the need for notice thereof by the Town under § 3, above.

9. Access. The Town and its representatives shall have the right at any time and from time to time to enter upon the Premises in the performance of their duties, and to make any use of the Premises not inconsistent with the Licensee's installation and maintenance of a donation bin thereon during the Term hereof.

10. Assignment. The Licensee shall not assign the whole or any part of the License granted hereby without the Town's prior, written consent, which consent the Town may grant or withhold in its sole discretion.

11. General.

a. Notices. Any notice from the Town to the Licensee shall be duly served if mailed to the Licensee at the address set forth in the first paragraph of this Agreement, or to such other address as the Licensee may by proper written notice indicate, by first class mail, postage prepaid. Any notice from the Licensee to the Town shall be deemed duly served only if mailed by certified mail, return receipt requested, postage prepaid, and addressed to the Town as set forth in the first paragraph of this Agreement, with a copy to:

Thomas A. Mullen, Esq.
40 Salem Street, Suite 12

Lynnfield, Massachusetts 01940

or to such other address as the Town may by written notice indicate.

b. Integration. This Agreement is the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be amended, modified, extended, renewed, changed or discharged, in whole or in part, except by an agreement in writing signed by the Town and the Licensee.

c. Construction. This Agreement and the License granted hereby shall be construed under and interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws provisions thereof. In construing the terms of this Agreement, the rule of contractual interpretation that any ambiguity shall be construed against the draftsman shall not apply. Each party hereto acknowledges that such party has had ample opportunity to review the terms of this Agreement before execution, that such party had an opportunity to consult counsel concerning the same, and that this Agreement constitutes a bargained-for result and a meeting of the minds of the parties following full discussion and negotiation.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered will be an original and all of which will constitute but one and the same Agreement.

e. Attorneys' Fees. In any action commenced by the Town or the Licensee to enforce or interpret the terms of this Agreement or in any way arising out of or in connection with this Agreement, the License and/or the Licensee's use of any part of the Premises, unless judgment enters against the Town on all claims asserted in such action,

the Town shall be entitled to recover from the Licensee the Town's reasonable attorneys' fees incurred in connection with such action.

f. Waiver. No delay or omission by the Town in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Town on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

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

LICENSOR:

LICENSEE:

TOWN OF LYNNFIELD
acting by and through its
BOARD OF SELECTMEN

PLANET AID, INC.

Philip Crawford, Chairman

By: _____, President

Thomas Terranova, Jr.

By: _____, Treasurer

Christopher Barrett

Reviewed/Approved By
Jackson Fernandes
Market Manager


2/22/16

LICENSE AGREEMENT

This license agreement (this "Agreement") made this ___ day of _____, 2016 (the "Effective Date") by and between the Town of Lynnfield, acting by and through its Board of Selectmen, a Massachusetts municipality having a usual place of business at the Lynnfield Town Hall, 55 Summer Street, Lynnfield, Massachusetts 01940 (the "Town"), and **Big Hearted Books & Clothing, Inc.**, a Massachusetts corporation having a mailing address at 10 Merchant Street, Sharon, MA 02067 (the "Licensee")

WITNESSETH THAT:

WHEREAS, the Town owns that certain lot of land shown as **Parcel Number 0276 on Lynnfield Assessors' Map 0029** (the "Premises"); and

WHEREAS, the Licensee wishes to use the Premises as a place to install and maintain a temporary clothing and goods donation bin; and

WHEREAS, the Town is willing to grant the Licensee a revocable, non-transferable, non-exclusive license for such use subject to the terms and conditions set forth herein;

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 hereby agree as follows:

1. Grant of License; Term. The Town hereby grants to the Licensee, subject to the terms hereof, a revocable, non-exclusive, non-transferable license (the "License") to enter upon the Premises on foot or by vehicle for the purpose of installing and maintaining a bin intended for the temporary collection of goods and clothes, and

collecting goods and clothes from the bin, subject to the terms and conditions hereof.

The term of the License shall be from the Effective Date until January 1, 2017 (the "Term"), unless the same is earlier terminated as set forth below.

2. Payment by Licensee to Town. The Licensee shall make a quarterly payment to the Town of \$.08 per pound for clothing and shoes and ~~\$.05~~ ^{0.03 - KH} per pound for books, ~~tapes~~ DVDs, CDs, records and video games deposited in the bin to be located on the Premises. Each payment shall be made, and a written accounting substantiating the amount paid shall be submitted, to the Town within thirty (30) days after the expiration of each calendar quarter.

3. Revocation / Surrender of License.

a. The Town may revoke the License at any time for any reason or no reason. Revocation without cause shall be effective five (5) business days following the issuance of written notice of revocation by the Town to the Licensee.

b. The Town may revoke the License at any time on account of a violation of the terms hereof by the Licensee. Revocation with cause shall be effective two (2) calendar days following the issuance of written notice of revocation by the Town to the Licensee.

c. Termination or surrender of the License shall not void this Agreement. All provisions hereof relating to the payment of money by the Licensee to the Town, the indemnification of the Town by the Licensee, the furnishing by the Licensee of insurance with respect to the Premises, and all other provisions for the benefit of the Town shall remain enforceable, subject to applicable statutes of limitations,

with respect to the period through and after the effective date of such revocation or surrender.

4. Indemnity. The Licensee shall defend and indemnify the Town and each and all of its elected and appointed officials, employees, servants, agents and insurers, and shall hold each and all of them harmless, from and against any and all claims, suits, demands, liabilities, actions, causes of action, damages, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly from or in connection with the Licensee's use of the Premises and/or from any negligent or willful act or omission by the Licensee, its servants, agents, employees or invitees, including without limitation damage resulting from the deposit on the Premises of any environmental contamination.

5. Insurance. The Licensee agrees to provide at its own expense general liability insurance covering the Premises and the Licensee's installation and maintenance of a donation bin there in a minimum amount of \$100,000 per occurrence and \$300,000 in the aggregate, and naming the "Town of Lynnfield" as "additional insured," provided that the insurer shall have agreed not to modify or cancel such insurance without providing thirty (30) days' written notice to the Town. A certificate of insurance with respect to such insurance shall be furnished to the Town prior to any use of the Premises by the Licensee and thereafter within thirty (30) days prior to the expiration of such policy.

6. Compliance With Laws. The Licensee agrees that no trade or occupation shall be conducted on the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any applicable statute, regulation, bylaw or other law.

7. No Improvements or Debris. The Licensee shall not install, erect, construct, create or suffer any improvements in or on the Premises including, without

limitation, any paving, fencing or structure. The Licensee shall not dispose of any trash or debris on any part of the Premises and shall not suffer its servants, agents or invitees to do so. The Licensee shall keep the area around the bin reasonably neat, clean and free of trash and debris.

8. No Recording. This Agreement shall not be recorded in any registry of deeds or filed with the Land Court or with the registered land section of any registry of deeds. Any recording or filing in violation of the provisions of this section shall constitute an automatic revocation of the License without the need for notice thereof by the Town under § 3, above.

9. Access. The Town and its representatives shall have the right at any time and from time to time to enter upon the Premises in the performance of their duties, and to make any use of the Premises not inconsistent with the Licensee's installation and maintenance of a donation bin thereon during the Term hereof.

10. Assignment. The Licensee shall not assign the whole or any part of the License granted hereby without the Town's prior, written consent, which consent the Town may grant or withhold in its sole discretion.

11. General.

a. Notices. Any notice from the Town to the Licensee shall be duly served if mailed to the Licensee at the address set forth in the first paragraph of this Agreement, or to such other address as the Licensee may by proper written notice indicate, by first class mail, postage prepaid. Any notice from the Licensee to the Town shall be deemed duly served only if mailed by certified mail, return receipt requested, postage

prepaid, and addressed to the Town as set forth in the first paragraph of this Agreement, with a copy to:

Thomas A. Mullen, Esq.
40 Salem Street, Suite 12
Lynnfield, Massachusetts 01940

or to such other address as the Town may by written notice indicate.

b. Integration. This Agreement is the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be amended, modified, extended, renewed, changed or discharged, in whole or in part, except by an agreement in writing signed by the Town and the Licensee.

c. Construction. This Agreement and the License granted hereby shall be construed under and interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws provisions thereof. In construing the terms of this Agreement, the rule of contractual interpretation that any ambiguity shall be construed against the draftsman shall not apply. Each party hereto acknowledges that such party has had ample opportunity to review the terms of this Agreement before execution, that such party had an opportunity to consult counsel concerning the same, and that this Agreement constitutes a bargained-for result and a meeting of the minds of the parties following full discussion and negotiation.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered will be an original and all of which will constitute but one and the same Agreement.

e. Attorneys' Fees. In any action commenced by the Town or the Licensee to enforce or interpret the terms of this Agreement or in any way arising out of or in connection with this Agreement, the License and/or the Licensee's use of any part of the Premises, unless judgment enters against the Town on all claims asserted in such action, the Town shall be entitled to recover from the Licensee the Town's reasonable attorneys' fees incurred in connection with such action.

f. Waiver. No delay or omission by the Town in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Town on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

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

LICENSOR:

TOWN OF LYNNFIELD
acting by and through its
BOARD OF SELECTMEN

Philip Crawford, Chairman


Thomas Terranova, Jr.

Christopher Barrett

LICENSEE:

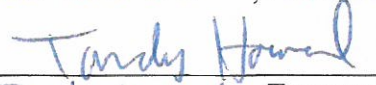
BIG HEARTED BOOKS & CLOTHING,
INC.

By:



Kevin Howard, President

By:



Tandy Howard, Treasurer



The Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
Boston, Massachusetts 02114

Deborah B. Goldberg
Treasurer and Receiver General

Kim J. Gainsboro, Esq.
Chairman

February 9, 2016

LOCAL BOARDS

Boston, Braintree, Burlington, Cambridge, Dedham, Framingham, Newton, Peabody
Lynnfield, Hingham and Somerville

The Commission has received a request from Legal Sea Foods, LLC d/b/a Legal Sea Foods for New Officers or Directors of License in the above-noted cities and towns.

Due to the magnitude of these transactions, the Commission has received the information and documents provided by the licensee. The review was to determine whether the contemplated transaction is consistent with the provisions of M.G.L. c. 138. Based upon our review, we are satisfied that the transaction is consistent with the purposes of the law and would not result in the individual corporate licenses being deemed to be out of compliance with the applicable statute. Accordingly, this letter sets forth our recommended procedure for the processing of these applications.

Arrangements have been made for the Corporation to pay all of the \$200 application fees directly to the Commission. Therefore, no fee needs to be collected.

The Commission has reviewed and accepted copies of the following documents and instruments:

1. Application for Retail Alcoholic Beverage License
2. Petition for Transfer of Ownership
3. Vote of the LLC
4. Certificate of change of the LLC
5. Certificate of Good Standing for Dept. of Revenue
6. Personal Information Form and CORI Request Form

The applicant will contact you directly for processing the application. Please forward to the Commission the Form 43. The Commission will require no other forms, documents or information in connection with these applications. Should you or your town/city solicitor have any questions or require information or assistance, please contact Investigator Jack Carey at (617) 727-3040, extension 736.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ralph Sacramone', with a long horizontal line extending to the right.

Ralph Sacramone
Executive Director

Cc: Ted Mahony, Chief Investigator
Ryan Melville, Licensing Coordinator
Renata Thomas, Asst. Operations Director
Richard Heller