

**BOARD OF SELECTMEN  
AGENDA  
Monday, May 23, 2016**

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

\*\*\*\*\*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

Request for extended hours at Kings for post-prom event

Approval of refuse and recycling contract

Community Compact

Merritt Center policy

Ambulance collection contract

Interlocal contract for cooperative purchasing

Designating members of the War Memorial Committee as special municipal employees

Appointment of vacation replacement building official

MOU with library employee bargaining unit

Appointment of liaisons

Update on gas pipeline project

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.

|                                |                                    |
|--------------------------------|------------------------------------|
| <b>Use of Town facilities:</b> | None                               |
| <b>One-day liquor license:</b> | Countryfest<br>Knights of Columbus |
| <b>Minutes:</b>                | March 21, 2016                     |
| <b>Proclamations:</b>          | None                               |
| <b>Administrative matters:</b> | Signing of warrants                |



Dear Honorable Board,

Kings Bowl of Lynnfield, in conjunction with Lynn High School, is seeking to hold an event at Kings after their prom as to provide the students with a safe, alcohol free environment in a controlled location. There will be approximately one chaperone for every twenty attending students. These students will be arriving by bus at 11pm (departing at 2am), and will not be permitted to leave the event for the entire duration of this event; as well Kings will not be open during the time of the extension to any other groups. The students will be enjoying pizza and our games while they are here.

We realize this would require an extension to our normal operating hours, hence our request today. The Kings team humbly requests and extension of our hours on Thursday June 2nd, 2016 from 1am – 2am (event will go from 11:30pm-2am). Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read 'Christopher Barrows', written in a cursive style.

Christopher Barrows  
General Manager-Kings Lynnfield  
510 Market St., Lynnfield, MA 01940  
781-334-4400  
cbarrows@KingsBowlAmerica.com

From Chief David Breen:

Gentlemen,

My recommendation for this event is to have one Lynnfield detail officer and the Lynn School Resource Officer scheduled for the entire event. I would also, recommend we have a 1 for 10 ratio of adult chaperones to students. If they can guarantee these conditions will be met, I will grant my consent for the event.

Sent from my iPhone

1. **What is a Community Compact?**

The Community Compact is a voluntary, mutual agreement entered into between the Baker-Polito Administration and individual cities and towns of the Commonwealth. In a Community Compact, a community will agree to implement at least one best practice that they select from across a variety of areas. The community's chosen best practice(s) will be reviewed between the Commonwealth and the municipality to ensure that the best practice(s) chosen are unique to the municipality and reflect needed areas of improvement. Once approved, the written agreement will be generated and signed by both the municipality and the Commonwealth. The Compact also articulates the commitments the Commonwealth will make on behalf of all communities.

2. **When was the Community Compact program launched?**

The first Executive Order, signed by the Governor in January 2015, established the Community Compacts. The Order creates a Community Compact Cabinet that will work toward mutual accountability, work to reduce red tape, promote best practices, and develop specific 'Community Compacts' with local governments. These Community Compacts create clear mutual standards, expectations, and accountability for both the state and municipalities as we seek to create better government for our citizens. The Baker-Polito Administration values input from the municipal leaders of the Commonwealth and will utilize the Community Compacts as a way to continue to engage them.

3. **What communities are eligible for a Community Compact? And are these optional?**

The Community Compact agreement is open to all the cities and towns of the Commonwealth. While a great tool for cities and towns, Community Compacts are optional. All Compact agreements are subject to review by the Division of Local Services before they are signed.

4. **How does a Community Compact work? What is the obligation of my community?**

Communities will self-identify the best practice(s) from the list on the Community Compact website. The community's chosen best practice(s) will be reviewed between the Commonwealth and the municipality to ensure that the best practice(s) chosen are unique to the municipality and reflect needed areas of improvement. Once approved, the written agreement will be generated and signed by both the municipality and the Commonwealth. The municipal leader will be required to sign and authorize the Compact for a community. Those communities participating in the Community Compact will, over a two year period, implement the best practice(s) they selected when entering into the Compact. Resources for technical assistance from the Commonwealth will be prioritized for those communities entered into a Compact and seeking to implement their best practice(s). The Division of Local Services serves as the primary point of entry for communities looking for resources in best practice development and implementation.

5. **What is the obligation of the Commonwealth?**

The Commonwealth's commitments are found on the Community Compact website. In addition, the Commonwealth will offer incentives to communities for entering into a Community Compact, including prioritizing Commonwealth technical assistance resources to help reach your chosen best practice(s). Extra points on certain grants,

and a grant program specifically for Compact communities are also incentives included for participation in the program.

6. **Is there a deadline to apply for the Compact? How do I access the application?**

No. A community may choose to enter into the Community Compact at any time. Each Compact agreement will run for two years. During the two year period of each compact, the Division of Local Services will periodically check in with the communities to monitor progress towards the implementation of the selected best practice(s). The application can be found by visiting [www.mass.gov/ccc](http://www.mass.gov/ccc). You will need a passcode to fill out the Community Compact application. If you do not have a passcode, please contact DLS by sending an email to Daniel Bertrand at [bertrandd@dor.state.ma.us](mailto:bertrandd@dor.state.ma.us).

7. **Can communities have a joint Community Compact?**

Yes, for smaller communities, regionalization of the Compact is an option. The Communities will individually fill out an application, choose the same best practice(s) and choose the regionalization option on the website.

8. **Where can I find out more information?**

To find out more information please visit [www.mass.gov/ccc](http://www.mass.gov/ccc).

# AI Merritt Media and Cultural Center Meeting Room Policy

## PUBLIC USE OF MEETING ROOM

The AI Merritt Media and Cultural Center values the pursuit of individual and community goals by ensuring the open exchange of diverse materials and ideas. In support of our values and our mission – Lynnfield makes the Meeting Room available for public uses which support and further our mission.

Public use of the meeting room is subject to availability and compliance with the terms of this policy. When the meeting room is not being used by the Town or Lynnfield Media Studios, the space will be made available to the public on fair and equitable terms.

Meeting room is to be used for public, government, general information, educational, cultural and civic needs, including activities such as discussion groups, panels, forums, lectures, conferences, seminars, and meetings. The facility Director or appointed designee reserves the right to refuse the room usage due to inappropriate content. The meeting room is intended to host organized meetings and ***IS NOT available for party or event-type functions.***

Provision of the facility meeting room for the public use does not constitute endorsement by the Town of Lynnfield or its staff, of the groups or individuals using the meeting room or their beliefs. Meetings held in the AI Merritt Media and Cultural Center are not sponsored by the Town of Lynnfield.

## AVAILABILITY AND USE OF MEETING ROOMS

1. Meeting rooms are available for educational, cultural, informational, governmental, civic and training activities. These activities may include public lectures, panel discussions, workshops and other similar functions. No sales, or profit-making uses of the meeting rooms are allowed.
2. Meetings need to be open to the general public when applicable and cannot charge membership or admission charges.
3. Meetings must be either related to arts, cultural, public, government, educational, training or team building material in nature. The meeting room may be rented by non-resident individuals or organizations for team building or general information at the facilities discretion.
4. Light food and drink are allowed, but users are responsible for trash removal and any damages by the food and beverage that may occur. No red sauce, chocolate, wine or any other alcoholic beverages are permitted. There will be a small college style refrigerator on site which will have minimal space so plan accordingly. All food or beverage remaining must be removed by the user. Catered food will be allowed, but the vendor will be the responsibility of the meeting room user and the user will be responsible for any damage by such vendor including but not limited to damage to floors, furniture, walls, doors etc. within both the meeting area and Lynnfield Media Studios. Vendors must be approved by the facility.

## Al Merritt Media and Cultural Center Meeting Room Policy

5. Facility meeting room indicates the maximum capacities. Meeting room users are responsible for ensuring that maximum capacities are not exceeded. Attendance is to be reported to facility before the scheduled meeting. ***Community Room capacity is 100 people with partition open and 49 people per side with partition engaged.***

6. The facility will make every effort to avoid scheduling LIVE Town and LMS (Lynnfield Media Studios) events which conflict with previously scheduled public uses of the meeting room. In the event that such conflicts arise, LIVE Town/LMS use will supersede the public use.

7. Meeting room use will not be scheduled before or after facility hours. Events can not extend past 11:00pm, therefore all meetings must end 15 minutes prior to 11:00. No weekend use permitted.

8. Due to the security of the building which is shared with other tenants, the building is locked at certain times of the evening to adhere to the safety of it's tenants. It is the responsibility of the user to convey the user times of the event during booking so that the user can enter the facility with proper clearance.

9. When entering the space you will be passing through the Lynnfield Media Studios space. No furniture or material can be removed from this space to the meeting room. Meetings must also stay within the meeting room. The Access Station space is not to be utilized as part of the meeting space. The user will also be responsible for any damage to this area.

10. Room set-up and tear down is the sole responsibility of the user. Room can be set up by facility at an additional cost. Room layout must be supplied if user chooses this option.

11. Due to fairness and a monopolizing potential, the facility reserves the right in scheduling multiple bookings.

12. User is responsible for any damages to equipment or property. If it is determined that damage to the room beyond normal customary wear and tear has occurred, an invoice will be issued to the user and future use of the space may be suspended.

13. No AV support is provided for room rentals. If user's wish to have AV capabilities (power point, blu-ray etc.), a tech support person will be provided at an additional cost.

14. Groups renting the space must adhere to the no sales or profit making guidelines. Determination of whether a group or individual meets these criteria rests with the Director or appointed designee.

15. Fees/Donations - No fees or donations may be solicited or collected for admission to, or participation in, any such program, meeting or event, nor may any sales be conducted, or any business conducted which is entrepreneurial in nature or intended to realize profit for the sponsoring individual, group, or organization at a later date.

16. Facility staff may attend or observe any event at any time.

# **Al Merritt Media and Cultural Center Meeting Room Policy**

## **RENTAL OF MEETING ROOM: (FEE CATEGORIES FOLLOW)**

**Meeting room rental fees will be charged in accordance with the following fee schedule.**

Lynnfield resident: \$150.00 per session (up to 4 hours) \$250.00 per day (up to 8 hours)

Examples of usage are homeowners associations, public lectures, panel discussions, workshops and other similar functions.

Non-resident: \$300.00 per session (up to 4 hours) \$500.00 per day (up to 8 hours)

Examples of usage are homeowners associations, public lectures, panel discussions, workshops, team building and other similar functions.

### **Town Committees: Boards, Commissions, Departments (No Charge)**

The meeting room kitchen area is not intended for cooking, but to provide a convenient space for the preparation of ready-to-serve items or light refreshments. No meals may be served.

Any event that is serving food or beverage will require a \$200 cleaning deposit. This deposit will be refunded if the room is free of damage. Any damage will be assessed and the user will be notified within 24 hours. The charges for any damage will be charged to the user no later than two weeks from the incident.

## **SCHEDULING AND RESERVING MEETING ROOMS FOR PUBLIC USE**

**1. All reservations** will be made on a first-come, first-served basis and there will be no scheduling of multiple dates at one time. An adult (21 years of age or older) representative of the group must complete and sign the Meeting Room Application and pay any fees owed. The meeting room will only be booked upon approval of the director or his/her designee. The director or designee will contact the applicant upon approval. If the Meeting Room Application is not received within 48 hours of the initial request for a meeting room, the tentative booking will be released. Do not assume that the reservation has been approved upon submission of the application to the Director. Meeting room agreements must be fully executed and rental fees, if applicable, must be paid no later than 7 days in advance of the requested use of the room and before a reservation is considered confirmed. Failure of payment will result in the loss of the room reservation. To assure the date you are looking for is available, please allow ample advance time.

**2. Guarantee** - The facility is not able to guarantee that a particular time slot will continue to be available to any organization.

## **RULES OF CONDUCT & CONDITIONS FOR MEETING ROOM USE**



# AI Merritt Media and Cultural Center Meeting Room Policy

The facility reserves the right to reschedule confirmed meeting room reservations to accommodate emergency Town business that may occur in extreme or emergency situations. However, every effort will be made to avoid such conflicts and/or to offer alternative options when they arise. During inclement weather the facility will not be open for business.

**“No-Show” Reservation** - If an individual/organization fails to show for a reserved time slot, after 30 minutes the facility may cancel the reservation and allow another use of the room. If an individual/organization fails to utilize a meeting room reservation without notifying the facility of the cancellation at least three days prior to the scheduled use, or if the Rules of Conduct for Meeting Room Use are not observed, the facility may cancel or decline to schedule any future reservations for that individual/organization. Such cancellation will be made at the determination of the Director or appointed designee.

## Meeting Room Policy (Code of Conduct)

Meeting room users must agree to abide by the meeting room Code of Conduct and the following Rules of Conduct specific to the meeting room use:

- 1. Contact/Registration** - Reservations can be made by contacting the facility at 781-334-6528 or e-mail at ehamlin@town.lynnfield.ma.us. The facility telephone number may not be used as a contact for the meeting.
- 2. Facility Calls** - Staff will not handle registration or meeting agenda questions concerning the organization's use of the community space.
- 3. No Interference with Lynnfield Media Studios Operations** – Public use of meeting rooms may not interfere with the LMS operation or disturb other LMS users. Meeting room users must observe the LMS Code of Conduct and all facility policies.
- 4. Electronics** - The facility is not responsible for connecting or troubleshooting personal computers, electronic, or communication equipment brought to the meeting room by room users. The facility cannot provide any electronic equipment in the meeting rooms.
- 5. False Information** - Inclusion of false information in the Meeting Room Application will result in automatic and immediate revocation of permission.
- 6. Fees/Admission** – No admission or fees of any kind may be charged to attend programs or meetings held at the facility.
- 7. Food/Refreshments** - Alcoholic beverages are not allowed in any meeting room. The facility does not provide supplies such as cups, containers, coffee makers, etc. Please note the following regulations related to each room:

***Although the meeting room has a kitchen, the meeting room kitchen is not intended for cooking, but rather to provide a convenient space for the preparation of ready-to-serve items of light refreshments. No meals may be served. Kitchen use may require a \$200 deposit which will be returned upon inspection of the kitchen and meeting room.***

- 8. Minors** – Group meetings including minors must be supervised as follows. One responsible adult per 5 minors. Responsible adult must apply for, sign and take responsibility for the reservation. Groups larger than 20 must have sufficient adult supervisors to maintain the ratio of at

## AI Merritt Media and Cultural Center Meeting Room Policy

least one adult per 5 minors. No small children are permitted due to the sensitive production gear as well as areas that may injure small children.

**9. Publicity** - Applicant shall not promote their event with the facilities address or location without a signed, approved Meeting Room Application. Advertising materials used (flyers, posters, banners, etc) shall be submitted to the facility for approval. Publicity for events to be held in the facility must not state or imply that any program is sponsored, co-sponsored, approved, or endorsed by the facility or Town, unless prior permission to do so has been given in writing. Materials should be submitted in advance. The facility reserves the right to review advertising for inappropriate material.

**10. Reservation Reassignment** - Groups, individuals or organizations may not assign their reservations to other groups or organizations.

**11. Responsibility** - Meeting rooms must be left in their original condition, neat, clean, and undamaged. Nothing can be taped, tacked or otherwise adhered to the Community Room walls. Excessive amounts of garbage must be removed by the room user. Users (the signee of the Meeting Room Application) must pay the cost to clean or repair any facility equipment, furniture, or grounds they damage. Meeting rooms shall be inspected and secured by facility staff before departure of a group or deposit refund.

***The individual, who signs the Meeting Room Application, as well as the membership of the group or organization as a whole, will be held responsible for any and all losses or damages that may occur as a result of the use of a meeting room and for the supervision of all minors attending the activity.***

**12. Room Set-Up** - Individuals and organizations using the facilities are responsible for room set up and take down. Furnishings and equipment must be replaced in the locations in which they were found, or placed according to specific instructions provided by staff within the hours booked by the individual or organization.

**13. Printed Materials/Literature** – Users shall not distribute personal or group literature, brochures and other materials to patrons outside of the meeting room in the 600 building. Persons or groups using the meeting rooms shall not leave printed materials on property without prior approval of the Director in accordance with the facility policy.

**14. Room Departure** - Meeting rooms must be secured according to instructions provided by facility staff.

**15. Rest Room Usage** - The restrooms provided on site are a shared space with the Market Street tenants in building 600. Users must take care to keep them in the same condition that they were in before there events.

**16. Storage** - The facility is not responsible for materials or equipment brought to or left in the facility or on the grounds by users. The facility is not able to provide storage space for materials or equipment between meetings. The facility will not accept deliveries on behalf of the group. Items left in the meeting rooms will be discarded.

**17. Sponsoring individuals** and organizations agree to and shall indemnify, defend and hold harmless The Town of Lynnfield, Lynnfield Media Studios and The AI Merritt Media and Cultural Center and its appointed officials, boards, committees, agents and employees (collectively, the

## AI Merritt Media and Cultural Center Meeting Room Policy

“facility”) against all suits, actions, demands, damages, and expenses of any nature which may be brought or made against the facility or which the facility may pay, sustain, or incur by reason of the use of facilities by sponsoring individuals or organizations.

**18. Authorization** to use facilities may be revoked by the facility Director or designee upon violation of any Policy, rule or procedure. Persons or organizations refused the use of the meeting rooms or persons or organizations whose privileges to use the meeting rooms have been revoked, shall be informed of the right to appeal in writing to the Lynnfield Town Administrator. Such appeals must be submitted in writing to the Town Manager within 10 days after notice of the refusal to use the meeting rooms or the revocation of use of the meeting rooms.

**19. Any unauthorized** using of the Meeting Room may ban user from any future bookings.

**20. Internal phone usage** is restricted to facility use only. It may be used for emergencies (911) only. Any damage or abuse of the phone system shall incur charges to the user.

**21. The AI Merritt Media and Cultural Center** is located in building 600 which is shared with multiple businesses both on the same floor and below us. User must not use any PA amplifying systems, including music devices that may interfere with the operation of the other businesses.

**22. No propping open of doors** is permitted at the street level or the entrance to the facility. This is a security issue with the other tenants and with the contents within the AI Merritt Media and Cultural Center. Before your event arrangements will be made to insure that the downstairs doors are open as they are controlled electronically. Arrangements for the upstairs doors will also be made to assure easy entrance to the facility.

**23. Proper Attire.** Shirts, shoes and pants must be worn at all times.

# Town of Lynnfield

CHIEF  
MARK W. TETREULT  
59 SUMMER STREET  
LYNNFIELD, MA 01940-1823  
781-334-5152  
FAX: 781-334-2592



## FIRE DEPARTMENT

To: James Boudreau Town Administrator

From: Mark W. Tetreault, Fire Chief

Date: May 17, 2016

Subject: Ambulance Billing Proposals

We have received four (4) responses to our request for proposals for ambulance billing services. The responding entities were:

- Armstrong Billing Service
- Coastal Medical Billing Inc.
- Comstar Inc.
- Pro EMS Solutions

The price proposals were based on the net ambulance collections. The price proposals were as follows:

- |                           |       |
|---------------------------|-------|
| ➤ Armstrong               | 5%    |
| ➤ Coastal Medical Billing | 3.99% |
| ➤ Comstar                 | 3%    |
| ➤ Pro EMS Solutions       | 4%    |

We asked each company to provide their historical collection rate, below is the information provided:

- |                           |       |
|---------------------------|-------|
| ➤ Armstrong               | 86%   |
| ➤ Coastal Medical Billing | 93.4% |
| ➤ Comstar                 | 95%   |
| ➤ Pro EMS Solutions       | 98%   |

From a strictly numbers based approach Armstrong is the highest price proposal with the lowest collection rate. When you consider both the percentage of net collections and the

collection rates there is not a significant difference in the remaining three proposals. Based on this criterion we did not consider Armstrong's proposal further.

In using the selection criteria in the RFP the only proposal that was found to be "highly advantageous" on every point was Pro EMS Solutions. Neither Comstar nor Coastal Medical Billing was willing to submit data or analyze data from the Cardiac Arrest Registry to Enhance Survival (CARES) data registry system. This data is critical to the Lynnfield Fire Department and to improving our patient outcomes.

Neither Comstar nor Coastal Medical Billing addressed the "Hardware and Reporting" requirements of the RFP. This is critical to our system and necessary for completion of our patient care reports. If the billing provider is not going to supply the reporting hardware it would fall back on the Town. The Town would also be responsible for maintenance of the reporting hardware. Pro EMS Solutions has agreed to supply the necessary reporting hardware and assumed responsibility for maintenance of said hardware.

In a number of areas we found Pro EMS Solutions to be much more responsive to the questions posed in the RFP. They explained specific operating procedures, methods of operation and solutions specific to the Lynnfield Fire Department. Comstar was reluctant to put specifics in their proposal and indicated in several places they were unwilling to disclose information in a public document.

Based on the price proposal and the ability to meet all the requirements listed in the RFP it is my recommendation that we select Pro EMS Solutions to provide medical billing for The Town of Lynnfield.

### **Special Municipal Employees**

The conflict of interest law, G.L. c. 268A, covers all municipal officials and employees, whether elected or appointed, paid or unpaid, full-time or part-time. However, two sections of the conflict law apply less restrictively to those part-time or unpaid municipal officials who have been designated as "special municipal employees."

"Special municipal employee" status can be assigned to certain municipal positions by a vote of the board of selectmen, board of aldermen, town council or city council. Several specific municipal positions are automatically designated as "special" under the law. Your position is eligible to be designated as a "special municipal employee" position provided that:

- you are not paid; or
- you hold a part-time position which allows you to work at another job during normal working hours; or
- you were not paid by the city or town for more than 800 working hours (approximately 20 weeks full-time) during the preceding 365 days.

It is the municipal position that is designated as having "special" status, not the individual. Therefore, all employees holding the same office or position must have the same classification as "special municipal employees." For instance, one member of a school committee cannot be classified as a "special" unless all members are similarly classified.

The designation may be made by a formal vote of the board of selectmen, board of aldermen, town council or city council at any time. Votes should be taken individually for each board or position being designated, expressly naming the positions being designated. Once a position is designated as having "special" status, it remains a "special municipal employee" position unless and until the classification is rescinded. A list of all the "special municipal employee" positions should be on file at the town or city clerk's office. This list should also be filed with the Ethics Commission.

Under no circumstances may a mayor, city councilor, town councilor, alderman, or selectman in a town with a population of more than 10,000 be designated as a "special." However, in towns of 10,000 or less, selectmen are automatically considered "special" employees. Other municipal positions in towns with a population of less than 10,000 must still be designated as "special municipal employee" positions by the selectmen.

The Legislature may also designate certain positions to have "special municipal employee" status. For example, board members and part-time employees of local housing and redevelopment authorities are defined by law as "special municipal employees" and do not need to have local authorities approve their designation as "specials." (See G.L. c. 121B, section 7.)

## THE CONFLICT LAW IS LESS RESTRICTIVE FOR "SPECIALS"

Only two sections of the conflict of interest law apply less restrictively to "specials", §§ 17 and 20. All other sections of the conflict law that govern regular municipal employees apply to "special municipal employees" in exactly the same way. See the Summary of the Conflict Law for Municipal Managers or the Practical Guide to the Conflict Law for Municipal Employees for information on your responsibilities under the law (these publications are available from the State Ethics Commission). Remember that even if you serve on an unpaid part-time board or commission, you are still considered a regular municipal employee, unless your position has been expressly designated as having "special municipal employee" status.

### Section 17 - Acting on Behalf of Others

Section 17 generally prohibits municipal employees from representing a private party before municipal boards or departments. It also prohibits municipal employees from acting as agent (or attorney) for a private party in connection with any matter of direct and substantial interest to their city or town. Finally, it prohibits municipal employees from accepting pay or other compensation in connection with any matter of direct and substantial interest to their municipality.

However, if you are a "special municipal employee," you may:

- represent private parties before municipal boards other than your own, provided that you have not officially participated in the matter and the matter is not now (and was not within the past year) within your official responsibility;
- act as agent for private parties in connection with a matter of interest to your city or town, provided that you have not participated in the matters as a municipal official, and that the matter is not (and has not been, during the past year) within your official responsibility; and
- receive pay or other compensation in connection with matters involving your city or town, provided that you have not officially participated in the matters and they are not (and have not been, within the past year) within your official responsibility.

**Example:** You are a Conservation Commissioner. The Commission has been given "special municipal employee" status. You are also an engineer in private practice in town.

- You may be hired as site engineer and represent a private development company at a Planning Board hearing, as long as the hearing does not in any way involve Conservation Commission matter.
- However, if the hearing is about a wetlands dispute, you could not represent the developer before the Planning Board because the matter is under your official responsibility as Conservation Commissioner.

- Also, if you prepare site plans, blueprints, structural analyses or other professional documents, you may not allow the developer to submit those materials to the Conservation Commission (or to any other municipal boards, in connection with matters under the Conservation Commission's responsibility).
- Also, you may not be paid for giving the developer advice about how to get his project approved by the Conservation Commission, or for any other activity related to the Conservation Commission review process.

Note that the prohibition against "acting as agent" covers any type of activity that involves representing someone other than your city or town. Activities which can be considered "acting as agent" include: serving as someone's spokesperson; making phone calls or writing letters; acting as a liaison; affixing professional seals or signing supporting documentation; and participating as an electrician, plumber or other contractor during municipal building inspections. For more information about section 17, request Advisory No. 13: Municipal Employees Acting as Agent from the State Ethics Commission.

### **Section 20 -- Restrictions on Having an Interest in Contracts with your City or Town**

Section 20 generally prohibits municipal employees from having a direct or indirect financial interest in a contract with their city or town. However, there are many exemptions in this section of the law. For instance, a municipal employee may own less than 1% of the stock of a company that does business with the municipality.

Also, a municipal employee may have a financial interest in a contract with a municipal department which is completely independent of the one where he works, provided that the contract has been publicly advertised or competitively bid, and the employee has filed a disclosure of his interest in the contract with the city or town clerk. Note that there are additional requirements for personal services contracts: contact your town counsel or city solicitor or the State Ethics Commission's Legal Division for more information.

However, if you are a "special municipal employee," you have two additional exemptions to section 20:

As a "special municipal employee," you may have a financial interest in a contract with a department which is completely independent of the one where you work, provided that you file a disclosure of your interest in the contract with the city or town clerk (there is no "public notice" or "competitive bid" requirement for this "special municipal employee" exemption).

As a "special municipal employee", you may even have a financial interest in a contract with your own department (or with a department which has overlapping jurisdiction with your department), provided that you file a disclosure of your interest in the contract with



the city or town clerk and the board of selectmen, board of aldermen, town council or city council vote to grant you an exemption to section 20.

**Example:** You are a member of the School Committee, which has been given "special municipal employee" status. You also own a hardware store in town.

- You may sell light bulbs to the town's Department of Public Works, because Public Works is not under the jurisdiction of the School Committee; however, you must file a disclosure of your interest in the lightbulb sales with the Town Clerk.
- You also may sell light bulbs to the School Department (which is under the School Committee's jurisdiction), but only if you file a disclosure of your interest in the lightbulb sales with the Town Clerk and the Board of Selectmen vote to exempt your lightbulb sales from the restrictions of section 20.

For more information about restrictions on holding an interest in municipal contracts, contact your city solicitor or town counsel or the Legal Division of the State Ethics Commission.

## **Section 20 -- Restrictions on Holding Multiple Municipal Positions**

Because the restrictions of section 20 also apply to employment contracts, municipal employees are generally prohibited from holding more than one municipal position. However, there are many exemptions to this general prohibition. If you are a municipal employee -- regular or "special", you may:

- hold any number of unpaid positions, because you do not have a financial interest in any of the positions (however, if you hold even one paid appointed position, you must look for other exemptions);
- hold any number of elected positions, whether paid or unpaid, because you serve in those positions by virtue of your election, rather than because of an appointment or employment contract (however, if you hold even one paid appointed position, you must look for other exemptions); and
- in some instances, you may hold more than one paid appointed position, provided that the jobs are in separate departments (which do not have overlapping responsibilities) and all paid jobs have been publicly advertised. However, your board of selectmen, board of aldermen, town council or city council must vote to exempt you from section 20, and there are also other requirements you must meet. For more information, see Advisory No. 7: Multiple Office Holding from the State Ethics Commission, or contact your town counsel or city solicitor or the State Ethics Commission's Legal Division.
- If you serve in a town with a population of less than 3,500, you may hold more than one position with the town if the board of selectmen formally approves the additional appointments.

If you are a "special municipal employee", you may also:

- hold any number of other "special municipal employee" positions, provided that the positions are with totally independent departments and you file a disclosure of your financial interest in all the positions with the city or town clerk;
- hold any number of other "special municipal employee" positions, even if the departments' jurisdictions overlap, provided that you file a disclosure of your financial interest in all the positions with the city or town clerk, and the board of selectmen, board of aldermen, town council or city council vote to exempt you from section 20.

**Example:** As a Cemetery Commissioner, you are a "special municipal employee."

- You may also hold "special municipal employee" positions on the Board of Library Trustees and on the Waterways Commission, because the three positions are completely independent of each other. However, you must file a disclosure of your financial interest (e.g., stipends, per diem payments, salary) in the positions with the Town Clerk.

If you wish to hold a "special municipal employee" position with the Department of Public Works (which maintains buildings on the cemetery grounds) or as the town's Tree Warden (who cares for the trees on the cemetery grounds), you must file a disclosure of your financial interest in the positions with the Town Clerk, and the Board of Selectmen must vote to exempt you from section 20.

For more information about holding more than one municipal position, request Advisory No. 7: Multiple Office Holding from the State Ethics Commission, or contact your town counsel or city solicitor or the State Ethics Commission's Legal Division.

\* \* \*

The definition of "special municipal employee" can be found in section 1(n) of the conflict of interest law (G.L. c. 268A). Note that town councils are empowered by G.L. c. 39, section 1 to exercise all duties and powers of boards of aldermen.

\* \* \*

Commission Fact Sheets are prepared and issued by the Public Education Division of the State Ethics Commission. They are intended to provide guidance to public officials and employees concerning practical applications of the conflict law. For further information, contact your town counsel or city solicitor, or the Legal Division of the State Ethics Commission.

ISSUED: May 1987

REVISED: March 1990

REVISED: January 1991  
REVISED: August 1992

# TOWN OF LYNNFIELD, MASSACHUSETTS



Office of  
**DIVISION OF ZONING  
ENFORCEMENT & INSPECTION**

Building Department  
Town Hall  
Summer Street  
Lynnfield, Mass. 01940  
(781) 334-9470

May 9, 2016

Jim Boudreau  
Town Administrator  
55 Summer Street  
Lynnfield, MA 01880

Dear Jim:

Enclosed for your review is a resume prepared by Stephen L. Melanson, Certified Building Official. I would appreciate your consideration in appointing Mr. Melanson as a vacation replacement building official for the Town of Wakefield and Lynnfield.

If you have any questions feel free to contact me.

Sincerely,

John Roberto, III  
Inspector of Buildings

JR/gc