

**BOARD OF SELECTMEN
AGENDA
Monday, September 12, 2016**

Regular Meeting – 7:00 p.m.

Selectmen’s Meeting Room, Town Hall

*****NOTE*****

This meeting is being recorded and transmitted via cable television.

7:00 p.m.

Pledge of Allegiance

Discussion of warrant articles

Referral of zoning warrant article to Planning Board

Fields project update

Resignations from Cultural Council

Interview: Cultural Council (Katianne Williams)

Interview: Library Building Committee (Nick Connors)

Interview: Conservation Commission (Christopher Martone)

Discussion of life insurance for retirees

Main Street traffic issues

Discussion/appointment of Director of Public Works

Renewal of agreement with Town of Wakefield for shared building inspector

Financial update

Municipal modernization legislation update

Community Compact update

Union Hospital update

Reedy Meadow flooding update

Public comment period

Use of Town facilities:

None

Minutes:

August 15, 2016; August 26, 2016

Proclamations:

None

Administrative matters:

Signing of warrants

LYNNFIELD TOWN WARRANT
THE COMMONWEALTH OF MASSACHUSETTS
TOWN MEETING – OCTOBER 17, 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 the Middle School Auditorium, and in the Cafeteria and Gymnasium, if necessary, on Monday, October 17, 2017 at 7:30 p.m. then and there to act on the following articles:

ARTICLE 1. 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 2. 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 2017 Fiscal Year for various purposes; or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 3. 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 4. To see if the Town will vote to raise and appropriate, or 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 of a clubhouse at the King Rail Reserve Golf Course and site work at that location, or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 5. To see if the Town will vote, pursuant to G.L. c. 40, § 15A and all other applicable legal authority, to transfer from the Board of Selectmen to the Board of Library Trustees the care, custody, management and control of the land on Summer Street shown on that certain plan of land entitled “Plan of Land 175 Summer Street Lynnfield, MA” and dated July 8, 2016, consisting of 149,146 square feet, more or less, according to such plan, the Board of Selectmen having determined that such land is no longer needed for golf course purposes, provided that the Board of Library Trustees shall hold and use such land for the purpose of constructing and operating a new library building, or to take any other action in connection therewith.

Submitted by BOARD OF LIBRARY TRUSTEES

ARTICLE 6. To see if the Town will vote to appropriate by transfer from receipts reserved for appropriation a sum of money to be expended under the discretion of various town boards, committees, or officers; or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ARTICLE 7. To see if the Town will vote to amend the Zoning Bylaws by adding the underlined text below to Section 4.1:

“In a Single Residence A, B, C and D District, the following uses are permitted:

- “1. Residential use of a one family detached house, with not more than one such house located on any lot, provided that no such property shall be leased or rented for a period of thirty (30) days or less unless specifically authorized by the Board of Appeals under Section 4.1.1.3, below.”

and by adding the underlined text below to Section 5.1.5:

“In Single Residence A, B, C and D District, the following uses are hereby specifically declared to be customary ‘accessory uses’ within the meaning of this bylaw:

...

- “5. The regular renting of rooms or the furnishing of table board in a dwelling by prearrangement to not more than five (5) persons, provided that no such renting shall be for a period of thirty (30) days or less.”

or to take any other action in connection therewith.

Submitted by PLANNING BOARD????

ARTICLE 8. To see if the Town will vote to petition the Legislature to enact legislation to require the Massachusetts Bay Transportation Authority (the “MBTA”) to:

grant a perpetual, non-transferable license to the Town for the purpose of cleaning, enlarging, expanding, removing, replacing, renovating, removing debris and blockages from, and otherwise maintaining and rendering useful, at the sole expense of the Town, the culverts located beneath the railroad bed owned by the MBTA and located in that part of the Town known as “Reedy Meadow,” provided that the Town furnish the MBTA with an environmental insurance policy of the kind described in G.L. c. 23A, § 3I(a), such license to be granted at no cost to the Town and without any requirement that the Town furnish any other form of insurance, or any defense, indemnification or hold-harmless agreement with respect to any claims, injuries, costs, damages or other relief arising out of or related to the pre-existing release or threat of release of oil or hazardous materials, as those terms are defined in G.L. c. 21E, at or from the said railroad bed;

provided, that the Legislature may reasonably vary the form or substance of the requested legislation within the scope of the general public objectives of this petition; or to take any other action in connection therewith.

Submitted by BOARD OF SELECTMEN

ARTICLE 9. To see if the town will revise the dog licensing fees as currently listed in Section 115-7 of the Town's general bylaws by deleting the following:

“D. Any owner or keeper of a dog who shall fail to comply with the provisions of this section by March in any year shall be subject to a penalty of \$10 per dog.”

Or what action it will take thereon.

Submitted by BOARD OF SELECTMEN

ALSO:

Planning Board definitions

Planning Board adult entertainment



And you are further directed to serve this warrant, by posting up attested copies thereof, in at least six public places in said Town of Lynnfield, fourteen days at least before the time of holding said meeting.

HEREOF FAIL NOT, and make due return of this Warrant, with your doings thereon, to the Town Clerk, at the time and place of meeting, or before hand as aforesaid.

Given under our hands this 27th day of September, 2016.

Philip B. Crawford, Chairman

Christopher J. Barrett, Selectman

Richard P. Dalton., Selectman

A true copy
ATTEST: _____, Constable

Date:

Pursuant to the within Warrant, I have this day notified and warned the inhabitants of the Town of Lynnfield as herein directed by posting eight attested copies of the Warrant in said Lynnfield 14 days before the time and calling of said meeting.

Paul Minsky
Constable

Posted at:
Center Post Office
Center Market
Library
Pump 'n Pantry
Senior Center
Lynnfield Water District
South Post Office
Town Hall

Proposed Amendment to Zoning Bylaws

To see if the Town will vote to amend the Zoning Bylaws by adding the underlined text below to Section 4.1:

“In a Single Residence A, B, C and D District, the following uses are permitted:

- “1. Residential use of a one family detached house, with not more than one such house located on any lot, provided that no such property shall be leased or rented for a period of thirty (30) days or less unless specifically authorized by the Board of Appeals under Section 4.1.1.3, below.”

and by adding the underlined text below to Section 5.1.5:

“In Single Residence A, B, C and D District, the following uses are hereby specifically declared to be customary ‘accessory uses’ within the meaning of this bylaw:

...

- “5. The regular renting of rooms or the furnishing of table board in a dwelling by prearrangement to not more than five (5) persons, provided that no such renting shall be for a period of thirty (30) days or less.”

or to take any other action in connection therewith.

AGREEMENT

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

WITNESSETH THAT:

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

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

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

1. Common Building Inspector. During the Term of this Agreement, Wakefield and Lynnfield shall share the services provided by and the costs associated with a common Electrical Inspector as set forth herein.

2. Term. The term of this Agreement (shall commence on September 1, 2016 and shall expire on December 31, 2020 unless earlier terminated as set forth herein.

3. Identity of Building Inspector. The parties shall share the services and costs of the incumbent shared Building Inspector John Roberto III or his successor appointed by the Wakefield Town Administrator during the Term.

4. Compensation. Wakefield shall pay the Building Inspector, on a weekly basis, a salary during the Term which shall initially be \$130,000 per year (\$135,000 in FY2018 and \$140,000 in FY2019). Lynnfield shall contribute its share of the Building Inspector’s compensation by paying to Wakefield the sum of \$15,000.00 per fiscal quarter during FY2017, \$15,625.00 per fiscal quarter in FY2018 and \$16,250.00 per fiscal quarter in FY2019 each payment to be due and payable within fifteen (15) days after the commencement of such fiscal quarter (i.e., after 7/1, 10/1, 1/1 and 4/1). Subsequent Fiscal years shall be calculated prior to that time.

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

take any action with respect to the Building Inspector that is in violation of his rights under his collective bargaining agreement or under any applicable legislation.

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

7. Duties. The Building Inspector shall perform the duties of Building Inspector as required by law for Wakefield and Lynnfield. Each party shall provide the Building Inspector with office space and office equipment. The Building Inspector shall work primarily in the office space provided by Wakefield and shall maintain regular, public office hours in Lynnfield one hour per day, such hour to be mutually agreed upon by the parties.

8. Car. Wakefield shall supply the Building Inspector with a car for his official use and shall bear the cost of registering, insuring, fueling and maintaining it. Lynnfield shall contribute to these costs by paying to Wakefield the amount of \$400 per year for Auto repairs and \$800 per year for Fuel. Such payment to be made prior to June 30th of each fiscal year.

9. Indemnification. Notwithstanding the final sentence of G.L. c. 40, § 4A, Lynnfield shall indemnify and hold harmless Wakefield and each and all of its officials, officers, employees, agents, servants and representatives (the "Indemnitees") from and against any claim arising from or in connection with the performance by the Building Inspector of his duties in or for Lynnfield including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Building Inspector while in or performing

services for Lynnfield. Such indemnification shall include, without limitation, current payment of all costs of defense (including reasonable attorney's fees, expert witness fees, court costs and related expenses) as and when such costs become due and the amounts of any judgments, awards and/or settlements, provided that (a) Lynnfield shall have the right to select counsel to defend against such claims, such counsel to be reasonably acceptable to Wakefield and its insurer, if any, and to approve or reject any settlement with respect to which indemnification is sought, (b) the Indemnitees shall cooperate with Lynnfield in all reasonable respects in connection with such defense, and (c) Lynnfield shall not be responsible to pay any judgment, award or settlement to the extent occasioned by the negligence or intentional misconduct of any of the Indemnitees other than the Electrical Inspector.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF WAKEFIELD
By its Board of Selectmen

TOWN OF LYNNFIELD
By its Board of Selectmen
