

Acct No. 615

TOWN OF WAKEFIELD

Summary of Expenditures of Prior Periods With Estimates For the Fiscal Period of 2024

Vocational School

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EOC	Dept/Appropriation	Actual Expend. FY 2021	Actual Expend. FY 2022	Approp. FY 2022	Approp. FY 2023	Act. Expend. Thru Wk. 26 12/27/22	Departmental Request For FY 2024	Town Admin. Request For FY 2024	Recommended FY 2024	+/- \$	+/- %
=====											
	Northeast Regional	1,431,158.00	1,732,232.00	1,732,232.00	2,017,068.00	1,008,534.00	2,038,570.00	2,038,570.00	0.00	21,502.00	1.07%
	Minuteman Regional	24,234.00	24,279.00	24,961.00	0.00	13,156.00	0.00	0.00	0.00		
	Essex North Shore Regional	165,128.00	150,285.00	131,485.00	140,047.00	93,830.00	193,290.00	193,290.00	0.00	53,243.00	38.02%
	Transportation Costs	20,073.00	40,137.00	20,710.00	6,200.00	8,750.00	20,085.00	20,085.00	0.00	13,885.00	223.95%
	RFT/SUPPLEMENTAL	0.00	0.00	40,000.00							
	TOTAL	1,640,593.00	1,946,933.00	1,949,388.00	2,163,315.00	1,124,270.00	2,251,945.00	2,251,945.00	0.00	88,630.00	4.10%



NORTHEAST METROPOLITAN REGIONAL VOCATIONAL SCHOOL FY 2024 BUDGET

April 13, 2023

Northeast Metropolitan Regional Vocational School
FY 24 Budget
Executive Summary

The following FY24 School Budget is submitted by the Northeast Metropolitan Administration for the School Committee's review and consideration.

This budget was developed in support to our mission statement of supplying our students a rigorous academic and career/technical education. Due to the continued increase of supply costs carrying over from worldwide raw material shortages we experienced in FY23, we have increased the supply budgets for many of the vocational shops within the budget.

Knowing the financial constraints faced by our member communities, we set out to limit our total operating assessment increase to 3%. I am pleased to announce that we were able to achieve this goal and **our total assessment including the debt assessment for FY24 is \$17,950,172, \$485,620 or 2.78% over the FY23 assessment.** FY24 marks the second year of a capital assessment which will be used to pay for the principal and interest on our first bond issue for our approved school building project. The first year payment of \$1,862,200 has been reduced to \$1,737,600, as we were able to lock in a lower than projected 3.49% interest rate in April 2022. This been assessed to the member communities to pay for the principal and interest payment on the second year of bonding. We were able to minimize the original operating assessment by utilizing the following funding and strategies:

- Increase in Chapter 70 funding, \$1,304,476 more than the budgeted FY23 amount
- We plan is to utilize \$700,000 from excess and deficiency certified funds to offset our budget assessment impact to member communities in FY24 of which; we will use a regular offset of \$300,000 to reduce the total assessment to member communities;; \$400,000 will be coupled with our \$1,200,000 transportation reimbursement received in FY23 to almost fully offset the cost of transportation to the member communities in FY24.

With the increase in projected revenue and use of E&D, we were able to significantly reduce the financial impact to our member communities. Northeast Metropolitan Regional Vocation School's total operating budget request for FY24 is \$33,923,146. This represents an increase of \$410,146 over the FY23 budget appropriation. The major driving factors of the operating budget increase are as follows:

- Increase in contractual obligations due to steps and lanes, of approximately \$499,219
- Increase to Sick Leave Buy Back Line Item of \$52,000 for anticipated retirements
- Increase in funding due to Addition of Assistant Superintendent Position based on the significantly expanded responsibilities of the district due to the new building project, and followed by the increased enrollment upon completion of \$170,000
- Increase in funding for new LPN position of \$90,755
- Increase in funding for new .5 plumbing teacher of \$44,572
- Addition of Funding for new coaching positions of \$28,563
- Increase for Transportation Contract of \$61,300
- Increase to fund compensated absences of 25,000
- Increase in Insurance Coverage projected 5% increase of \$263,866
- Increase in funding for Maintenance Supplies and Services of \$51,968
- Increase in Funding for Dues/Subscription/Contracted Services of \$58,000
- Increase in Funding For Superintendent Special Events-DECA of \$10,000
- Increase in funding for Legal Services of \$15,000
- Increase in Funding For Technology Subscriptions of \$26,990
- Increase in Funding For Technology Supplies of \$81,050
- Increase in Funding for Supplies due to increased raw material costs of \$74,888
- Increase in Funding For Tech Equipment of \$61,000

We were able to offset the total cost of the operating budget by reducing the following line items by evaluating historical cost data and future needs:

- Reduction of salary request as a result of retirements and attrition of \$277,925
- Removal of Contracted Services Line of \$800,000
- Reduction in Total Debt Service Amount of \$124,600 due to lower interest rate
- Removal of Parliamentarian of \$1,500

A detailed summary of revenues and expenditures can be found in the next section.

FY24 Budget Summary-Highlights

The FY24 budget proposal includes the following highlights and assumptions:

Based on our Chapter 70 formula calculation, Northeast Metro Tech is projected to receive **\$14,072,974** in aid for FY24. This amount is **\$1,304,476** higher than our budgeted aid in FY23.

We anticipate FY24 transportation revenue of **\$1,200,000**, which is **\$200,000** more than the revenue we received in FY23.

	FY22 Budget	FY23 Budget	FY24 Appropriation	Change	% Change
Chapter 70 Aid	\$ 11,195,113	\$ 12,768,498	\$ 14,072,974	\$ 1,304,476	10.22%
Transportation Aid (Reimbursement Fund)	\$ 1,200,000	\$ 1,000,000	\$ 1,200,000	\$ 200,000	20.00%
Total State Revenue	\$ 12,395,113	\$ 13,768,498	\$ 15,272,974	\$ 1,504,476	10.93%

Expenses

Northeast Metropolitan Regional Vocational School's total operating expense before debt service for FY24 is projected to be **\$32,185,546**; **1.69%** or **\$534,746** over the FY23 total operating budget of **\$31,650,800**.

	FY22 Budget	FY23 Budget	FY24 Request	Change	% Change
Northeast Metro Tech	\$ 29,861,016	\$ 31,650,800	\$ 32,185,546	\$ 534,746	1.69%
with debt service		\$ 33,513,000	\$ 33,923,146	\$ 410,146	1.22%

This total request can be attributed to increases in **Salary, Contracted Services, Supplies, and Equipment** over the FY23 budget amount.

Northeast Metropolitan Regional Vocational School's salary request for FY24 is **\$19,090,948**; **\$607,184** or **3.28%** over the FY23 budget of **\$18,483,764**. The increase in the salary request can be attributed to the following conditions:

	FY22 Actual	FY23 Budget	FY24 Request	Change	% Change
Total Salary	\$ 16,502,244	\$ 18,483,764	\$ 19,090,948	\$ 607,184	3.28%

Highlighted Salary Expenses	FTE	Change
Steps and Lanes/Salary Increases		\$ 499,219
Addition of Assistant Superintendent	1.0	\$ 170,000
Addition of LPN	1.0	\$ 90,755
Addition of .5 Plumbing Teacher	0.5	\$ 44,572
Addition of Assistant Wrestling, Tennis, Lacrosse Coaches		\$ 28,563
Increase Sick Leave Buyback for Retirements		\$ 52,000
Salary Savings		\$ (277,925)

Total Increase of Highlighted Expenses 2.5 \$ 607,184

Northeast Metropolitan Regional Vocational School's FY24 Contractual Services budget is \$11,610,397 ; -2.43% or \$(289,376) less than the FY23 budget of \$11,899,773 . The decrease in the contracted services request can be mainly attributed to the following expenses and conditions:

	FY22 Actual	FY23 Budget	FY24 Request	Change	% Change
Total Contracted Services	\$ 9,506,542	\$ 11,899,773	\$ 11,610,397	\$ (289,376)	-2.43%

Highlighted Contracted Service Expenses	Notes	Increase in Funding
Yr 5 of Transportation contract \$400 to \$415 per bus		\$ 51,300
Increase per Bus Athletic Transportation		\$ 10,000
Implement Compensated Absences Fund		\$ 25,000
Increases in Insurance Coverage 5% projected		\$ 263,866
Increase funding for Maintenance Services		\$ 51,968
Increase In Funding for Dues and Subs/Cont Services		\$ 58,000
Increase In Funding For Super Special Events-DECA		\$ 10,000
Increase For Technology Subscriptions		\$ 26,990
Removal of Capital Projects Funding Request		\$ (800,000)
Removal of Parliamentarian		\$ (1,500)
Increase in Legal Service Costs		\$ 15,000

Total Increase of Highlighted Expenses \$ (289,376)

Northeast Metropolitan Regional Vocational School's Supplies and Materials budget for FY24 is \$1,350,069 ;13.06% or \$155,938 higher than the FY23 amount of \$1,194,131 . The increase in supplies is due to the consumable supplies budget requested by department heads during the budget process.

	FY22 Actual	FY23 Budget	FY24 Request	Change	% Change
Total Supplies	\$ 1,393,987	\$ 1,194,131	\$ 1,350,069	\$ 155,938	13.06%

Highlighted Supply Expenses	Notes	Increase in Funding
Increase in Funding for Technology Supplies		\$ 81,050
Increase in Funding to Offset Rise in Supply Costs		\$ 74,888

Total Increase of Highlighted Expenses \$ 155,938

Northeast Metropolitan Regional Vocational School's FY24 equipment/technology budget is \$134,132 ; 83.41% or \$61,000 higher than the FY23 budget amount. The increase in equipment is attributed to:

	FY22 Actual	FY23 Budget	FY24 Request	Change	% Change
Total Equipment	\$ 122,229	\$ 73,132	\$ 134,132	\$ 61,000	83.41%

Highlighted Equipment Expenses		Increase in Funding
Increase in Funding for Tech Equipment		\$ 61,000

Total Increase of Highlighted Expenses \$ 61,000

Summary

Regionalization exists as a measure to offer services at a reduced cost to its member districts. Knowing the financial constraints faced by each member City and Town, Northeast aims to limit the annual operating assessment increase to a maximum of 3%. We are able to attain that goal by using \$300,000 from our other funding sources to offset total expenditures, therefore reducing the assessment.

Funding Summary	FY22 Actual	FY23 Budget	FY24 Request	Change	% Change
Northeast Metro Tech Total Operating Expense	\$ 29,861,016	\$ 31,650,800	\$ 32,185,546	\$ 534,746	1.69%
Total Chapter 70 Revenue Applied to Budget	\$ 11,195,113	\$ 12,768,498	\$ 14,072,974	\$ 1,304,476	10.22%
Total Transportation Applied	\$ 1,200,000	\$ 1,579,950	\$ 1,600,000	\$ 20,050	1.27%
Total Other Funds (E&D and Capital Projects Fund)	\$ 2,000,000	\$ 1,700,000	\$ 300,000	\$ (1,400,000)	-82.35%
Total Assessment Requested Before Debt Service	\$ 15,465,903	\$ 15,602,352	\$ 16,212,572	\$ 610,220	3.91%
Total Debt Service	\$ -	\$ 1,862,200	\$ 1,737,600	\$ (124,600)	-6.69%
			\$ 17,950,172	\$ 485,620	cross check
Northeast Metro Tech Requested Assessment	\$ 15,465,903	\$ 17,464,552	\$ 17,950,172	\$ 485,620	2.78%

Before the capital assessment, the total assessment increase results in an increase of 3.91%. After application of the debt service number of \$1,737,600, the total increase to the member communities is 2.78% .

District	FY22 Actual	FY23 Budget	FY24 Request	Change	% Change	% Change
Chelsea	\$ 1,002,864	\$ 1,255,248	\$ 1,253,752	-9	\$ (1,497)	-0.1%
Malden	\$ 1,618,957	\$ 1,869,733	\$ 1,969,812	5	\$ 100,079	5.4%
Melrose	\$ 754,661	\$ 1,050,138	\$ 1,270,738	10	\$ 220,600	21.0%
North Reading	\$ 588,959	\$ 645,192	\$ 798,333	6	\$ 153,141	23.7%
Reading	\$ 571,636	\$ 639,569	\$ 631,268	-2	\$ (8,301)	-1.3%
Revere	\$ 1,818,956	\$ 2,202,229	\$ 2,281,918	3	\$ 79,690	3.6%
Saugus	\$ 2,944,794	\$ 2,715,853	\$ 2,620,058	-9	\$ (95,795)	-3.5%
Stoneham	\$ 1,375,880	\$ 1,534,237	\$ 1,368,936	-11	\$ (165,301)	-10.8%
Wakefield	\$ 1,732,232	\$ 2,017,068	\$ 2,038,570	-5	\$ 21,502	1.1%
Winchester	\$ 190,545	\$ 309,625	\$ 266,832	-3	\$ (42,792)	-13.8%
Winthrop	\$ 891,675	\$ 1,041,127	\$ 1,033,403	-2	\$ (7,725)	-0.7%
Woburn	\$ 1,974,744	\$ 2,184,533	\$ 2,416,552	4	\$ 232,019	10.6%
Funding from Cities/Towns	\$ 15,465,903	\$ 17,464,552	\$ 17,950,172	-13	\$ 485,620	2.78%

District	Minimum Contribution	Transp.	Budget Adjustment Assessment	Total Operating Assessment Before Capital	Capital/Debt Assessment	Total Assessment w	Students	Enrollment Percentage
Chelsea	\$ 848,548	\$ 5,603	\$ 88,068	\$ 942,219	\$ 311,533	\$ 1,253,752	232	17.9%
Malden	\$ 1,692,108	\$ 3,840	\$ 60,357	\$ 1,756,305	\$ 213,507	\$ 1,969,812	159	12.3%
Melrose	\$ 1,155,465	\$ 1,594	\$ 25,054	\$ 1,182,113	\$ 88,626	\$ 1,270,738	66	5.1%
N. Reading	\$ 728,470	\$ 966	\$ 15,184	\$ 744,620	\$ 53,713	\$ 798,333	40	3.1%
Reading	\$ 577,124	\$ 749	\$ 11,768	\$ 589,640	\$ 41,627	\$ 631,268	31	2.4%
Revere	\$ 1,834,797	\$ 6,182	\$ 97,179	\$ 1,938,158	\$ 343,760	\$ 2,281,918	256	19.8%
Saugus	\$ 2,368,552	\$ 3,478	\$ 54,663	\$ 2,426,693	\$ 193,365	\$ 2,620,058	144	11.1%
Stoneham	\$ 1,246,676	\$ 1,690	\$ 26,572	\$ 1,274,939	\$ 93,997	\$ 1,368,936	70	5.4%
Wakefield	\$ 1,862,167	\$ 2,439	\$ 38,340	\$ 1,902,946	\$ 135,624	\$ 2,038,570	101	7.8%
Winchester	\$ 244,127	\$ 314	\$ 4,935	\$ 249,376	\$ 17,457	\$ 266,832	13	1.0%
Winthrop	\$ 926,862	\$ 1,473	\$ 23,156	\$ 951,491	\$ 81,912	\$ 1,033,403	61	4.7%
Woburn	\$ 2,205,217	\$ 2,922	\$ 45,932	\$ 2,254,071	\$ 162,480	\$ 2,416,552	121	9.4%

Total	\$15,690,113	\$31,250	\$491,209	\$16,212,572	\$1,737,600	\$17,950,172	1294	100%
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Total FY24				cross check	\$1,737,600			
Operating Budget Request		\$ 32,185,546						
Expenditures								
Net school Spending	\$ 29,763,087							
Transportation Capital	\$ 1,631,250							
Projects Fund	\$ -							
E&D Supplementary Requests	\$ 300,000							
Bond Anticipatory	\$ 491,209							
Total FY23 Request	\$ 1,737,600	\$ 1,737,600						
Available Revenues Chapter 70 Funds	\$ 14,072,974							
Transportation Fund	\$ 1,600,000	1.2 mil from transportation, 400K from e&d						
E&D Capital Projects Funding From Revolving	\$ 300,000							
Total Revenues	\$ -	\$ 15,972,974						
Total Assessment		\$ 17,950,172						
cross check		\$ 17,950,172						

**Northeast Metropolitan Regional Vocational School
Comparison of Assessments**

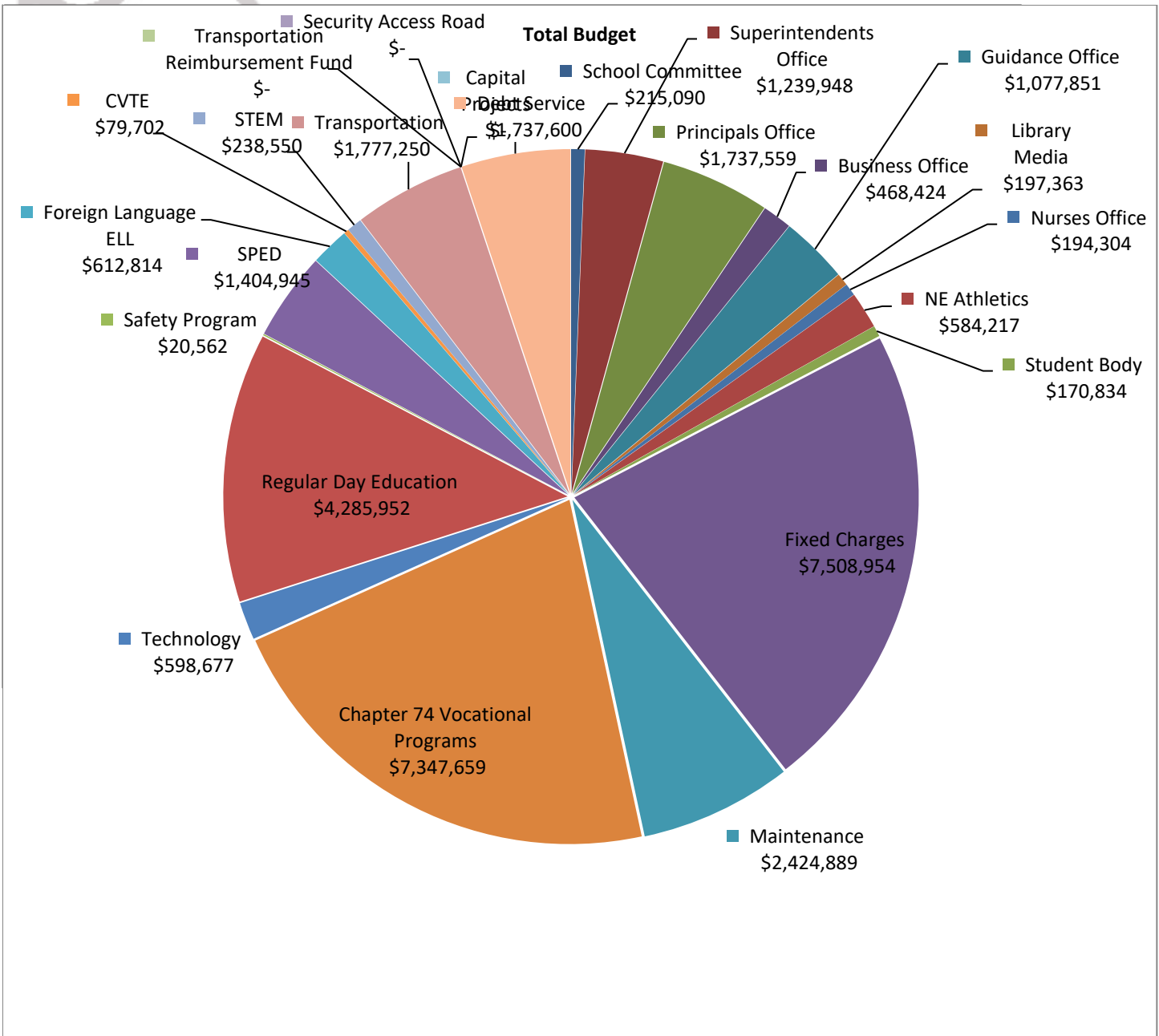
	Budget	Operating Budget	Variance	Total Budget	Total Budget	Variance \$	Variance %
	FY 2023	FY2024	Operating	w Capital FY2023	w Capital FY2024		
Gross Budget	\$ 31,650,800	\$ 32,185,546	\$ 534,746	\$ 33,513,000	\$ 33,923,146	\$ 410,146	1.30%
Less Revenues							
Chapter 70 Aid	\$ 12,768,498	\$ 14,072,974	\$ 1,304,476	\$ 12,768,498	\$ 14,072,974	\$ 1,304,476	10.22%
Transportation	\$ 1,579,950	\$ 1,600,000	\$ 20,050	\$ 1,579,950	\$ 1,600,000	\$ 20,050	1.27%
Other Sources (E&D + Capital)	\$ 1,700,000	\$ 300,000	\$ (1,400,000)	\$ 1,700,000	\$ 300,000	\$ (1,400,000)	-82.35%
Total Revenues	\$ 16,048,448	\$ 15,972,974	\$ (75,474)	\$ 16,048,448	\$ 15,972,974	\$ (75,474)	-0.47%
Net Assessments	\$ 15,465,903	\$16,212,572	\$ 746,668	\$ 17,464,552	\$ 17,950,172	\$ 485,620	3.14%
Chelsea	\$ 911,874	\$ 942,219	\$ 30,345	\$ 1,255,248	\$ 1,253,752	\$ (1,497)	\$ 311,533
Malden	\$ 1,650,315	\$ 1,756,305	\$ 105,990	\$ 1,869,733	\$ 1,969,812	\$ 100,079	\$ 213,507
Melrose	\$ 970,350	\$ 1,182,113	\$ 211,763	\$ 1,050,138	\$ 1,270,738	\$ 220,600	\$ 88,626
North Reading	\$ 596,749	\$ 744,620	\$ 147,871	\$ 645,192	\$ 798,333	\$ 153,141	\$ 53,713
Reading	\$ 592,551	\$ 589,640	\$ (2,910)	\$ 639,569	\$ 631,268	\$ (8,301)	\$ 41,627
Revere	\$ 1,841,757	\$ 1,938,158	\$ 96,401	\$ 2,202,229	\$ 2,281,918	\$ 79,690	\$ 343,760
Saugus	\$ 2,497,860	\$ 2,426,693	\$ (71,168)	\$ 2,715,853	\$ 2,620,058	\$ (95,795)	\$ 193,365
Stoneham	\$ 1,418,829	\$ 1,274,939	\$ (143,890)	\$ 1,534,237	\$ 1,368,936	\$ (165,301)	\$ 93,997
Wakefield	\$ 1,866,041	\$ 1,902,946	\$ 36,906	\$ 2,017,068	\$ 2,038,570	\$ 21,502	\$ 135,624
Winchester	\$ 286,828	\$ 249,376	\$ (37,452)	\$ 309,625	\$ 266,832	\$ (42,792)	\$ 17,457
Winthrop	\$ 951,366	\$ 951,491	\$ 125	\$ 1,041,127	\$ 1,033,403	\$ (7,725)	\$ 81,912
Woburn	\$ 2,017,833	\$ 2,254,071	\$ 236,239	\$ 2,184,533	\$ 2,416,552	\$ 232,019	\$ 162,480
Total	\$15,602,352	\$16,212,572	\$610,220	\$17,464,552	\$17,950,172	\$485,620	\$ 1,737,600
							total debt asmt
Enrollment	Students	Students	Variance	Contribution %	Per Pupil Cost		
	Oct 1, 2021	Oct 1, 2022			of Assessment		
	(FY23)	(FY24)					
Chelsea	241	232	-9	17.93%	\$ 5,404		
Malden	154	159	5	12.29%	\$ 12,389		
Melrose	56	66	10	5.10%	\$ 19,254		
North Reading	34	40	6	3.09%	\$ 19,958		
Reading	33	31	-2	2.40%	\$ 20,363		
Revere	253	256	3	19.78%	\$ 8,914		
Saugus	153	144	-9	11.13%	\$ 18,195		
Stoneham	81	70	-11	5.41%	\$ 19,556		
Wakefield	106	101	-5	7.81%	\$ 20,184		
Winchester	16	13	-3	1.00%	\$ 20,526		
Winthrop	63	61	-2	4.71%	\$ 16,941		
Woburn	117	121	4	9.35%	\$ 19,972		
Total Enrollment	1307	1294	-13	100.00%			

FY24 Minimum Contribution

	FY23 Minimum	FY24 Minimum	Change	% increase	% of Total
Chelsea	\$ 845,841	\$ 848,548	\$ 2,707.00	0.3%	5.41%
Malden	\$ 1,608,120	\$ 1,692,108	\$ 83,988.00	5.2%	10.78%
Melrose	\$ 955,006	\$ 1,155,465	\$ 200,459.00	21.0%	7.36%
North Reading	\$ 587,433	\$ 728,470	\$ 141,037.00	24.0%	4.64%
Reading	\$ 583,509	\$ 577,124	\$ (6,385.00)	-1.1%	3.68%
Revere	\$ 1,772,436	\$ 1,834,797	\$ 62,361.00	3.5%	11.69%
Saugus	\$ 2,455,939	\$ 2,368,552	\$ (87,387.00)	-3.6%	15.10%
Stoneham	\$ 1,396,635	\$ 1,246,676	\$ (149,959.00)	-10.7%	7.95%
Wakefield	\$ 1,836,997	\$ 1,862,167	\$ 25,170.00	1.4%	11.87%
Winchester	\$ 282,444	\$ 244,127	\$ (38,317.00)	-13.6%	1.56%
Winthrop	\$ 934,104	\$ 926,862	\$ (7,242.00)	-0.8%	5.91%
Woburn	\$ 1,985,775	\$ 2,205,217	\$ 219,442.00	11.1%	14.05%
Total	\$ 15,244,239	\$ 15,690,113	\$ 445,874	2.92%	100.00%

Description	FY22	FY23	FY23	FY24 Staff	FY24	Change	% Change
	Expended	Budgeted Staff	Budget	Request	Request		
School Committee	\$ 210,349	2.0	\$ 199,632	2.0	\$ 215,090	\$ 15,458	7.74%
Superintendents Office	\$ 953,648	3.0	\$ 1,002,403	4.0	\$ 1,239,948	\$ 237,545	23.70%
Principals Office	\$ 1,731,187	12.5	\$ 1,648,798	13.5	\$ 1,737,559	\$ 88,762	5.38%
Business Office	\$ 387,684	5.5	\$ 463,347	5.5	\$ 468,424	\$ 5,077	1.10%
Guidance Office	\$ 899,162	11.0	\$ 1,118,613	11.0	\$ 1,077,851	\$ (40,763)	-3.64%
Library Media	\$ 186,038	3.0	\$ 187,928	3.0	\$ 197,363	\$ 9,434	5.02%
Nurses Office	\$ 98,064	1.0	\$ 100,976	2.0	\$ 194,304	\$ 93,328	92.43%
NE Athletics	\$ 562,672		\$ 555,354		\$ 584,217	\$ 28,863	5.20%
Student Body	\$ 127,116	1.0	\$ 201,931		\$ 170,834	\$ (31,097)	-15.40%
Fixed Charges	\$ 5,517,155		\$ 7,177,088		\$ 7,508,954	\$ 331,866	4.62%
Maintenance	\$ 2,363,515	11.0	\$ 2,361,534	11.0	\$ 2,424,889	\$ 63,355	2.68%
Chapter 74 Vocational Programs	\$ 6,020,195	66.0	\$ 7,060,000	67.5	\$ 7,347,659	\$ 287,659	4.07%
Technology	\$ 565,995	3.0	\$ 420,485	3.0	\$ 598,677	\$ 178,191	42.38%
Regular Day Education	\$ 3,919,662	44.5	\$ 4,279,464	43.5	\$ 4,285,952	\$ 6,488	0.15%
Safety Program	\$ 20,683		\$ 19,994		\$ 20,562	\$ 569	2.85%
SPED	\$ 1,459,019	15.0	\$ 1,445,801	14.0	\$ 1,404,945	\$ (40,856)	-2.83%
Foreign Language ELL	\$ 479,187	6.0	\$ 582,140	6.0	\$ 612,814	\$ 30,674	5.27%
CVTE	\$ 70,211		\$ 77,617		\$ 79,702	\$ 2,086	2.69%
STEM	\$ 214,715	2.0	\$ 231,743	2.0	\$ 238,550	\$ 6,807	2.94%
Transportation	\$ 1,738,745		\$ 1,715,950		\$ 1,777,250	\$ 61,300	3.57%
Transportation Reimbursement Fund							
Security Access Road			\$ -		\$ -	\$ -	
Capital Projects			\$ 800,000		\$ -	\$ (800,000)	-100.00%
Debt Service	\$ -		\$ 1,862,200		\$ 1,737,600	\$ (124,600)	
Total Budget	\$ 27,525,002	186.5	\$ 33,513,000	188.0	\$ 33,923,146	\$ 410,146	1.22%

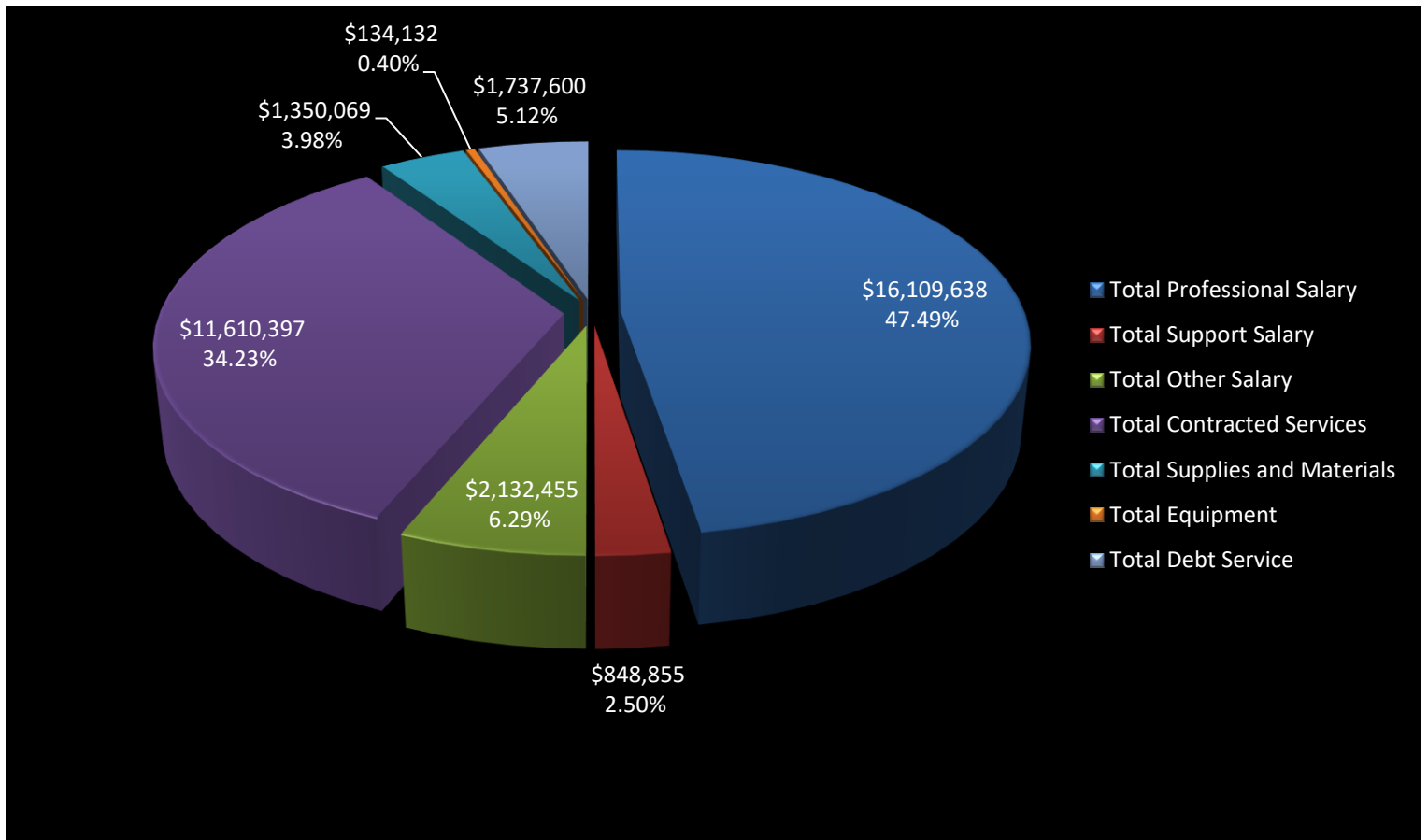
Total Budget Graph



Total Expense Summary

Description	FY22 Expended	FY23 Budgeted Staff	FY23 Budget	FY24 Staff Request	FY24 Request	Change	% Change
Total Professional Salary	\$ 13,787,761	150.0	\$ 15,584,678	150.5	\$ 16,109,638	\$ 524,960	3.37%
Total Support Salary	\$ 701,627	12.5	\$ 868,543	12.5	\$ 848,855	\$ (19,688)	-2.27%
Total Other Salary	\$ 2,012,857	24.0	\$ 2,030,543	25.0	\$ 2,132,455	\$ 101,912	5.02%
Total Contracted Services	\$ 9,506,542		\$ 11,899,773		\$ 11,610,397	\$ (289,376)	-2.43%
Total Supplies and Materials	\$ 1,393,987		\$ 1,194,131		\$ 1,350,069	\$ 155,938	13.06%
Total Equipment	\$ 122,229		\$ 73,132		\$ 134,132	\$ 61,000	83.41%
Total Debt Service	\$ -		\$ 1,862,200		\$ 1,737,600	\$ (124,600)	

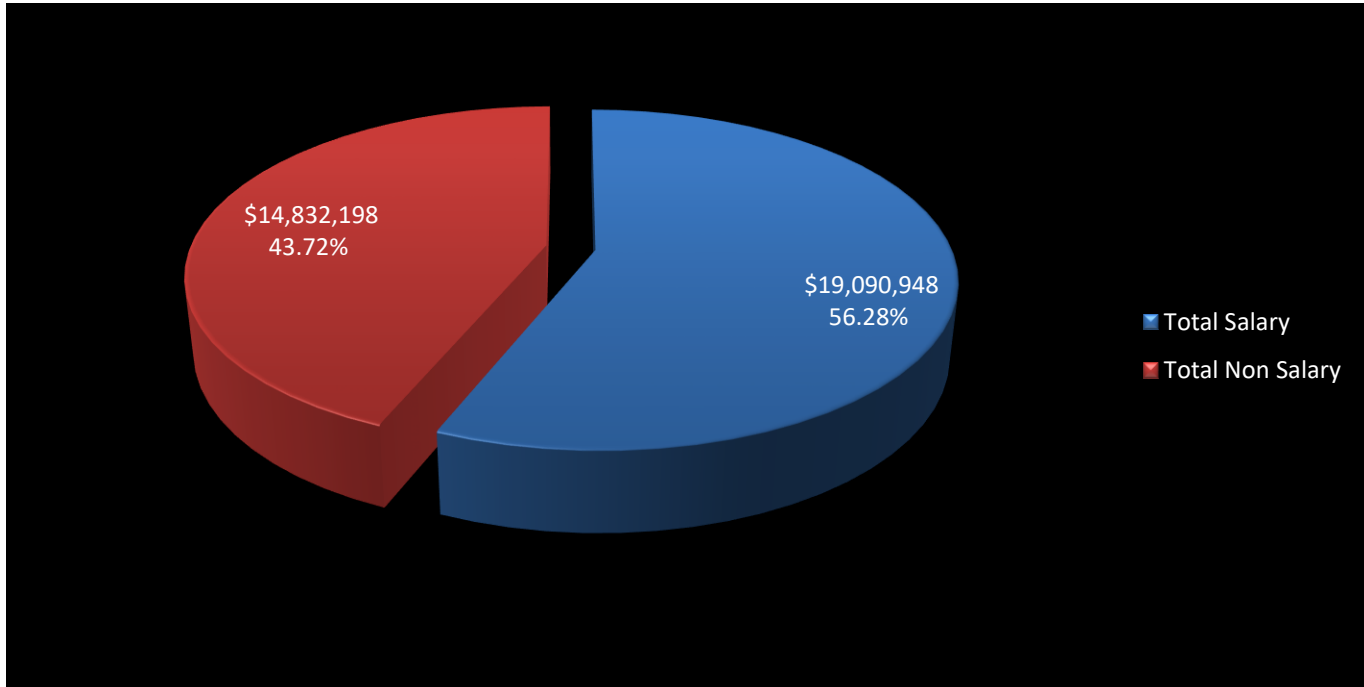
Total Budget \$ 27,525,002 186.5 \$ 33,513,000 188.0 \$ 33,923,146 \$ 410,146 1.22%



Total Summary

Description	FY22 Expended	FY23 Budgeted Staff	FY23 Budget	FY24 Staff Request	FY24 Request	Change	% Change
Total Salary	\$ 16,502,244	186.5	\$ 18,483,764	188.0	\$ 19,090,948	\$ 607,184	3.28%
Total Non Salary	\$ 11,022,758		\$ 15,029,235		\$ 14,832,198	\$ (197,038)	-1.31%

Total Budget \$ 27,525,002 186.5 \$ 33,513,000 188.0 \$ 33,923,146 \$ 410,146 1.22%



License Agreement

THIS LICENSE AGREEMENT (this “Agreement”) made as of this 24th day of April, 2023 by and between the Town of Wakefield, Massachusetts acting by and through its Town Council (the “Town”) and Wakefield Climate Action Project, Inc., a Massachusetts nonprofit corporation having a principal office at 12 Armory Street, Wakefield, MA 01880 (the “Licensee”)

WITNESSETH THAT:

WHEREAS, the Licensee desires to conduct a weekly farmers’ market in Hall Park, a public park abutting North Avenue in Wakefield, Massachusetts (the “Premises”); and

WHEREAS, the Licensee is willing to waive any liability on the part of the Town for any harm to persons or damage to property occurring on the Premises, to indemnify the Town against all liability for such harm or damage, to name the Town as an additional insured on a liability insurance policy covering the farmers’ market, and to clean up and restore the Premises to their former condition after using them; and

WHEREAS, the Town is willing to grant the Licensee a revocable license to use the Premises for the purposes set forth above on the terms and subject to the conditions set forth below;

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 parties hereby agree as follows:

1. Rules and Regulations. The Licensee has proposed a form of rules to govern the conduct of a farmers’ market at the Premises and an application form to be completed by potential vendors, which rules and form the Town has revised in certain respects acceptable to the Licensee. The said rules and form (the “Rules”) are attached hereto, incorporated herein, approved by the Town and agreed to by the Licensee. The Town reserves the right to revise and amend the Rules at any time and to impose such other rules and regulations with respect to the use of the Premises as the Town may, in its sole discretion, deem appropriate; the Licensee acknowledges the right of the Town to do so.

2. Grant of License. The Town hereby grants the Licensee a limited, temporary, revocable and non-assignable license to use the Premises for the purpose of conducting a farmers’ market on Saturdays between the hours of 9 a.m. and 1 p.m., with the further right to use the Premises for the purpose of set-up from 8 to 9 a.m. and for the purpose of clean-up from 1 to 2 p.m. (the “License”). The term of the License in 2023 shall be for the period from June 17, 2023 to October 28, 2023, inclusive, and November 18 and December 9, 2023. The term of the License in 2024 shall be for the period from June 15, 2024 through October 26, 2024, inclusive, and November 23 and December 14, 2024. The License is conditioned upon the Licensee’s strict adherence to (a) the Rules, as the same may be amended from time to time; (b) any and all applicable bylaws, rules and

regulations of the Town; (c) any and all applicable statutes, regulations and other laws of the Commonwealth of Massachusetts and/or the United States; and (d) any and all instructions issued and requirements imposed by the Town Administrator, Fire Chief, Police Chief, Building Inspector, Health Agent or other officer of the Town.

3. No Property Interest. The Licensee acknowledges that this Agreement does not confer, and the License does not constitute, a property interest in or to the Premises. Without limiting the generality of the foregoing, the Town reserves the right to revoke the License for any reason including, without limitation, any failure by the Licensee to observe requirements set forth in § 2, above, or any act or omission tending to create a public nuisance.

4. Waiver of Liability. The Licensee hereby waives any claim against the Town for damage to or loss of property or injury to persons suffered on the Premises or in connection with the License or this Agreement. Without limiting the generality of the foregoing, the Licensee agrees to bring no claim against the Town or any person or entity acting on the Town's behalf or for whom the Town is responsible on account of any theft of or damage to the property of the Licensee or any vendor or customer patronizing the farmers' market; any injury suffered by any person on the Premises; or any damages that may be occasioned by the condition of the Premises or any instructions issued or requirements imposed by the Town Administrator, Fire Chief, Police Chief, Building Inspector, Health Agent or other officer of the Town.

5. Indemnity. The Licensee hereby agrees to indemnify the Town against, and to hold the Town harmless from, any and all claims arising from or in connection with this Agreement; the License; the Licensee's conduct of a farmers' market on the Premises; the condition of the Premises; any injury to the Licensee's employees, contractors, agents, servants, vendors or customers; any damage to or loss of property on the Premises arising from the Licensee's use thereof; any damages that may be occasioned by the condition of the Premises or any instructions issued or requirements imposed by the Town Administrator, Fire Chief, Police Chief, Building Inspector, Health Agent or other officer of the Town; and any other act or omission occurring under or in connection with this Agreement or the License granted hereunder.

6. Insurance. The Licensee shall forthwith furnish the Town with a certificate of insurance evidencing that the Licensee has at least One Million Dollars (\$1,000,000.00) of liability insurance applicable to the conduct of the farmers' market on the Premises, which insurance shall be applicable to the whole term of the License, and that the Town is named as an additional insured thereon. The Licensee shall not be allowed to enter upon the Premises until such insurance certificate has been furnished to the Town. The certificate shall reflect that the policy of insurance shall not be cancelled except following at least ten (10) days' written notice to the Town. The Licensee shall be responsible to maintain the said insurance in effect at all times during the term of the License and shall furnish a new certificate thereof upon the request of the Town or upon any change in such

insurance, including without limitation any change in the carrier providing such insurance.

7. Clean Up and Restoration. Promptly after completing the use of the Premises contemplated hereby every week during the term of the License, the Licensee shall clean up and restore the Premises to the same or better condition than the Premises were in at the start of the License term.

8. Enforcement. The Licensee agrees that if the Town is required to expend any funds in performing the clean-up and restoration of the Premises which are required to be done by the Licensee hereunder, or in defending itself against or paying damages in connection with any claim that is subject to the Licensee's obligation of indemnification hereunder, or is otherwise forced to incur any expense on account of the Licensee's breach of the Licensee's obligations hereunder, then the Town shall be entitled to recover all such costs from the Licensee, and the Town shall further be entitled, upon recovering judgment to any extent at all, to recover of the Licensee all of the Town's reasonable attorneys' fees incurred in any such action, including without limitation the imputed value of the Town Counsel's time at a rate of \$200 per hour.

9. Local Non-Profit. Whenever the Licensee conducts a farmers' market hereunder, the Licensee shall permit at least one (1) non-profit, charitable organization based in or chiefly servicing Wakefield, Massachusetts, which has been approved by the Town Council, to use a booth or stall of substantially the same size and kind and in the same general location as other vendors or participants for the purpose of educating the public about such organization's charitable purpose, soliciting contributions and/or recruiting volunteers. The Licensee shall waive any and all fees or charges for such organization's use of such booth or stall.

10. Local Business Preference. It shall be a condition of this License that any Wakefield-based business which meets the criteria for participating in the farmers' market be allowed so to participate by the Licensee, and that such business be permitted to sell any products which it has identified to the Department of Health, provided that the said Department does not object.

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

WAKEFIELD CLIMATE ACTION
PROJECT, INC.

TOWN OF WAKEFIELD

By: _____
Kelli Stromski, President

By: _____
Mehreen N. Butt, Chair
Town Council
Duly Authorized

Paula Bucciero, Treasurer

2023 Rules and Regulations for the Wakefield Farmers Market (the “Market”)

Dates: Saturdays, June 17, 2023 through October 28, 2023

Hours: 9:00 a.m. – 1:00 p.m. &

Holiday Markets: November 18 & December 9 Hours: 10am - 1pm

Market Manager: AnnMarie Gallivan cell and text: 617-935-2012 (market)

Board of Directors: Kelli Stromski, President; Debbie Gronback, Vice President; Paula Bucciero, Treasurer; Janice Williamson – Secretary

Market Day Coordinator: Patricia Bears

Heather Tribe - Invoicing

wakefieldfarmersmarket@gmail.com

I. Terms and Conditions of Sales

1. All persons desiring to sell items at the Market will submit a completed Farmers’ Market Application/Inventory List (“Application”) on a form provided by the Market and each person must sign a statement indicating that they have read, understand, and agree to abide by the rules of the Market.

2. All persons submitting an Application must provide an Inventory List of items to be sold at the Market (“List”). The submitted List will be examined at the time of application review and an approved List will be issued by the Market Manager.

Persons approved to sell at the Market (“Vendors”) may only sell items from their List.

3. In the event that a Vendor would like to modify his/her List, an amended inventory list must be submitted to the Market Manager for approval.

New items identified on the amended inventory list may not be sold prior to the Market Manager’s approval.

4. Only the following, New England farmer-grown or produced items that meet any and all applicable federal, state and local rules and regulations and approved by the Market Manager may be offered for sale:

A. Fresh fruits

- B. Fresh vegetables and herbs
 - C. Plants and flowers
 - D. Honey and maple syrup
 - E. Fresh cider
 - F. Dairy products
 - G. Poultry, eggs, and meat products
 - I. Baked goods in which the majority of the ingredients are produced by the Vendor.
 - J. New England-produced specialty food and beverage products
 - K. Locally produced non-food items such as soaps, candles, sachets, balms, and unique crafts or services.
5. Farmer grown or produced shall mean the following:

A. Pertaining to all the items mentioned in Paragraph 4 above, all pruning, spraying, fertilizing, and harvesting is undertaken by the farmer, members of the farmer's household or persons directly employed and paid by the farmer. This may include items grown on land under written lease or license, provided that the farmer who leased or licensed the land undertakes all of the above activities

B. Any farmer intending to sell products grown on leased or licensed land must furnish a copy of the lease or license agreement to the Market Manager at the time of submitting his/her List.

6. All items offered for sale at the Market must be first quality, unless they are expressly posted as "seconds".

7. Only products certified by the Northeast Organic Farmers' Association (NOFA) as organic may be labeled "organic".

8. All processed foods should comply with the requirements set forth by federal, state and local laws, regulations and rules.

9. Items may be sold by the pound, bunch, piece, or measured container

10. Scales utilized at the Market must be inspected and sealed annually by a Sealer of Weights and Measures.

11. Vendors are required to carry insurance to cover the extent of their operations and liabilities.

12. Vendors are required to comply with all federal, state and/or local laws and regulations

13. Vendors must have tents weighted a minimum 15 lbs per leg. 40lb per leg is recommended. No staking will be allowed. Legs must be weighted.

14. Invoice Payment Schedule:

Please note: Payment of the registration fee and the first market you attend must be paid before you can attend a market. You cannot attend a market date that has not been paid.

Due Dates:

- June 1st payments due - unless an alternative payment arrangement is made with market manager. Please note that vendors must have the date paid for before they can attend that market day.

Payment for market day MUST be made by Noon the Thursday before each scheduled market. Vendors who arrive to a market date they have not yet paid for will be asked to leave. For example: vendor scheduled for June 18 but have not paid for the June 18 market, vendor will be unable to attend until payment is made.

2023 Invoices that are not fully paid by October 27, 2023 will result in a \$10 late fee for each additional day. Failure to pay fee and/or any late charges vendor will not be invited to the 2024 Season.

15. The Town of Wakefield has a plastic bag ordinance. Plastic bags used to contain dry cleaning, newspapers, produce, meat, bulk foods, **wet items such as fish**, and other similar merchandise, typically without handles, are still permissible. Plastic bags cannot, however, be used for checkout or takeout purposes unless they are compostable.

II. Prices and Signs

1. Prices for all items for sale shall be posted clearly on a sign. No item shall be sold unless the price of the item is clearly displayed.

2. Prices for items shall be established only by individual Vendors

3. Collusion among Vendors to raise or lower prices or to exert pressure or persuasion to cause any Vendor to increase or decrease selling prices is prohibited.

4. Each Vendor must clearly post the name and location of his/her farm or business at his/her assigned selling area in the Market.

III. Daily Operation

1. If a Vendor cannot attend the Market, the Market Manager must be notified at least 24 hours in advance via wakefieldfarmersmarket@gmail.com or via 781-975-1319. Vendor forfeits attendance fee for the date cancelled, if less than 3 weeks notice is given to Market Manager.

Failure to notify Market of absence will result in penalties that will include suspension from 1 market (1st offense) or expulsion from participation in the future and forfeiture of any attendance and participation fees. (2nd offense)

2. Selling at the Market shall begin promptly at 9:00 a.m., and no selling may take place before this time.

Note: Holiday Markets begin at 10am, selling can take place as early as 9am.

3. During normal operations vendors must agree to stay fully set up for the entire market day, through 1:00 p.m., even if out of product.

Failure to do so will result in the following penalties:

-1st offense suspension from 1 market

-2nd offense expulsion from participation in future markets and forfeiture of any attendance and participation fees in current season.

4. Vendors must vacate the selling area no later than 2 p.m. and all clean-up must be completed.

5. No Vendor shall engage in solicitation, collection drives, or political or religious activities in the market. No loud hawking of items is allowed.

6. Vendors must keep the vicinity in and around their selling area clean at all times, remove ALL refuse, including food waste and cardboard and Styrofoam or other boxes or packing materials and unsold items at the end of each Market day and leave their area "broom clean". DO NOT PUT YOUR TRASH IN THE BARRELS IN THE MARKET AREA!

7. Vendors will clean and sanitize their displays (tables and the items used to display produce in) at the beginning and end of every market and at intervals during the market.

8. Vendors must be courteous to other vendors and to the public at all times. If it is determined a vendor's behavior has impacted another's business, the offending vendor will be suspended for one market and risk not being invited to participate in future markets.

Failure to comply with a manager on duty request will result in immediate expulsion from the market and forfeiture of all fees.

Vendors and their agents, employees and representatives must maintain a neat and clean personal appearance at all times.

9. No Vendor shall smoke tobacco, drink alcohol and/or possess or use any controlled substance or firearms while at the Market.

10. Set up should be completed prior to 8:50 am. (9:50am during Holiday Markets)

11. Spaces are reserved only for full-season vendors. All other spaces are assigned by the Market Manager each week. We CANNOT accommodate placement requests

12. All vendors will abide by SNAP market buck rules and ensure that anyone working for them at the market is also aware of all rules and regulations.

13. There will be no idling of vehicles during market hours.

14. The parking lot adjacent to the market can be used by vendors. However it is suggested that you unload and park across the street at the light department to allow for more customer parking.

Parking along the market area is assigned only by the market manager using a number of factors.

15. The market manager has the right to determine attendance in all present and future markets.

Failure to comply with a market manager on duty request will result in immediate expulsion of the market.

No refunds will be made if a vendor is expelled from the market.

IV. Grievances

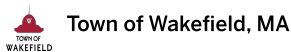
1. In the event of a dispute regarding any aspect of the Market, the Market Manager shall make a decision. Any failure to abide by the Market Manager's decision may be sufficient grounds for excluding the Vendor from the Market.

2. A Vendor may file an appeal from the Market Manager's decision, in writing, to a committee made up of officials, Vendors, sponsors, community groups or like entities participating in the Market and established by the Market ("Grievance Committee"). Any appeal must be filed within ten (10) days of a decision.

3. Upon receipt of an appeal, the matter will be reviewed expeditiously.

4. If the Market does not establish a Grievance Committee, it shall make arrangements with the Massachusetts Office of Dispute Resolution or a similar organization to process complaints.

5. The Grievance Committee will take no more than ten (10) days from receipt of the appeal to make its decision. During this time, the Vendor must adhere to the original decision of the Market Manager with no right to restitution for any losses.



04/18/2023

FML-3

Application by a Farmer Winery For License to Sell at a Farmer's Market

Status: Active

Date Created: Mar 29, 2023

Applicant

[Redacted]

Licensee Information

Name of Applicant House Bear Brewing, LLC **Year** 2023

Is the business located in Wakefield
No

ABCC License Number (If Existing Licensee)
FW-LIC-000095

Manager of Record (If Existing ABCC Licensee)
Carl Hirschfeld

Business Name (d/b/a if different)
House Bear Brewing

Mailing Address
[Redacted]

City/Town
[Redacted]

State
MA

Zip
[Redacted]

Phone Number of Premises
[Redacted]

Email
[Redacted]

Website
housebearbrewing.square.site

Event Information

Date(s) of Event 6/17-12/19/23 **Name of contact person during event** Beth Borges

Phone number of contact person
781-839-0149

Address of the Premises for the Sale of Wine
Hall Park, North Avenue

City/Town wakefield **State** ma

ZIP
01880

Describe Area to be Licensed
north park

Existing License(s) to Manufacture, Export and Sell at Retail

Name Basic Wine permit	License Type federal wine permit
----------------------------------	--

License Address
3 Graf Rd, #15, newburyport, ma 01950

Are you providing, without charge, samples of wine to prospective customers?

Yes or No Yes	Name house bear brewing
-------------------------	-----------------------------------

Address [REDACTED]	ABCC License Number FW-LIC-000095
------------------------------	---

Proof of Age for Sale to Consumers

Please identify all methods by which you will obtain proof of age before providing samples or making any sales of wine to consumers

We are TIPS certified and use our best judgment for when to card

Transportation and Delivery

Please identify in detail all persons or businesses that are licensed under M.G.L. c 138, Section 22 that will be making any delivery of wine on your behalf

We have a transportation permit and all deliveries will be made by members of the LLC

Safety and Tax Registration

Has the Farmer's Market registered with the Food and Drug Administration?

Yes

Registration Date

12/15/22

Disclosure of License Disciplinary Action

Have any of your licenses to sell alcoholic beverages ever been suspended, revoked or cancelled?

No

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, I have filed all state tax returns and paid all state taxes required under law. I further understand that each representation in this application is material to the determination of the application and state under penalty of perjury that all statements and representations therein are true.

Signature
elizabeth cp borges
03/29/2023

Title
llc manager

Date
12/29/23

Application Type

Is this license for this year or next year?

--

Historical Permit Data

Name	Permit Type
--	--
# of Seats	Current
--	--
Fee Due	Physical Address
--	--
City	State
--	--
Zip Code	Business Phone
--	--
Business Fax	Applicant Last
--	--
Applicant First	Email
--	--
Permit No	
--	

Attachments









-  TIPS.CARD.CSH.Expires.2024.pdf
Uploaded by Beth Borges on Mar 29, 2023 at 8:17 pm
-  Liab certs 2023_Evidence of Coverage House Bear Brewing.pdf
Uploaded by Beth Borges on Mar 29, 2023 at 8:19 pm
-  Signed Application House Bear Brewing Wakefield 2023.pdf
Uploaded by Beth Borges on Mar 29, 2023 at 8:21 pm
-  Approval Letter House Bear Brewing Wakefield 2023.pdf
Uploaded by Beth Borges on Mar 29, 2023 at 8:21 pm
-  SIGNED ABCC Application Farmers Market House Bear Brewing Wakefield.pdf
Uploaded by Beth Borges on Mar 29, 2023 at 8:22 pm
-  TIPS.CARD.ECB.Expires.2024.pdf
Uploaded by Beth Borges on Mar 29, 2023 at 8:23 pm
-  scan_sdalton_2023-04-07-08-48-45.pdf
Uploaded by Sherri Dalton on Apr 7, 2023 at 8:49 am

History

Date	Activity
Mar 29, 2023 at 5:05 pm	Beth Borges started a draft of Record FML-3
Mar 29, 2023 at 8:21 pm	Beth Borges added attachment Approval Letter House Bear Brewing Wakefield 2023.pdf to Record FML-3
Mar 29, 2023 at 8:22 pm	Beth Borges added attachment SIGNED ABCC Application Farmers Market House Bear Brewing Wakefield.pdf to Record FML-3
Mar 29, 2023 at 8:23 pm	Beth Borges added attachment TIPS.CARD.ECB.Expires.2024.pdf to Record FML-3
Mar 29, 2023 at 8:24 pm	Beth Borges submitted Record FML-3
Mar 29, 2023 at 8:24 pm	approval step Town Administrative Review was assigned to Sherri Dalton on Record FML-3

Date	Activity
Mar 31, 2023 at 10:40 am	Sherri Dalton approved approval step Town Administrative Review on Record FML-3
Apr 7, 2023 at 8:49 am	Sherri Dalton added attachment Copy of check to Record FML-3
Apr 7, 2023 at 8:50 am	completed payment step License Fee on Record FML-3
Apr 7, 2023 at 8:50 am	approval step Police Administration was assigned to Chief Steven Skory on Record FML-3
Apr 7, 2023 at 8:50 am	approval step Inspectional Services was assigned to Gail Conroy on Record FML-3
Apr 7, 2023 at 8:50 am	approval step Health and Human Services was assigned to Cindy Luongo on Record FML-3
Apr 7, 2023 at 8:50 am	approval step Fire Administration was assigned to Chief Michael Sullivan on Record FML-3
Apr 7, 2023 at 11:44 am	Cindy Luongo approved approval step Health and Human Services on Record FML-3
Apr 7, 2023 at 12:41 pm	Chief Michael Sullivan approved approval step Fire Administration on Record FML-3
Apr 10, 2023 at 9:43 am	Gail Conroy approved approval step Inspectional Services on Record FML-3
Apr 10, 2023 at 1:15 pm	Chief Steven Skory approved approval step Police Administration on Record FML-3
Apr 10, 2023 at 1:15 pm	approval step Town Administration Final Review was assigned to Sherri Dalton on Record FML-3

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Town Administrative Review	Complete	Mar 29, 2023 at 8:24 pm	Mar 31, 2023 at 10:40 am	Sherri Dalton	-
 License Fee	Paid	Mar 31, 2023 at 10:40 am	Apr 7, 2023 at 8:50 am	-	-
 Health and Human Services	Complete	Apr 7, 2023 at 8:50 am	Apr 7, 2023 at 11:44 am	Cindy Luongo	-
 Fire Administration	Complete	Apr 7, 2023 at 8:50 am	Apr 7, 2023 at 12:41 pm	Chief Michael Sullivan	-
 Inspectional Services	Complete	Apr 7, 2023 at 8:50 am	Apr 10, 2023 at 9:43 am	Gail Conroy	-
 Police Administration	Complete	Apr 7, 2023 at 8:50 am	Apr 10, 2023 at 1:15 pm	Chief Steven Skory	-
 Town Administration Final Review	Active	Apr 10, 2023 at 1:15 pm	-	Sherri Dalton	-
 Town Administrative Approval	Inactive	-	-	-	-

REVOCABLE PERMIT AGREEMENT

THIS REVOCABLE PERMIT AGREEMENT (this “Agreement”) dated this 24th day of April, 2023 by and between the Town of Wakefield, Massachusetts, a Massachusetts municipal corporation having a usual place of business at 1 Lafayette Street, Wakefield, Massachusetts 01880 (the “Town”) acting by and through its undersigned Town Council, and Boys & Girls Club of Stoneham, Inc., a Massachusetts nonprofit corporation having a usual place of business at 15 Dale Court, Stoneham, Massachusetts 02180 (the “Permittee”),

WITNESSETH THAT:

WHEREAS, the Permittee has proposed to conduct a summer camp for children and the daily rental of canoes, kayaks, pedal boats, and rowboats, to be operated from land belonging to the Town at the southern end of Lake Quannapowitt and more particularly described in Exhibit “A” hereto (the “Premises”); and

WHEREAS, the Town is willing to authorize the Permittee to do so pursuant to a revocable, non-exclusive, non-transferable permit, as set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above and the mutual promises set forth below, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Agreement (the “Term”) shall be for a period of one (1) year, authorizing the Permittee to conduct the activities described in § 2.a herein during the period of May 30 through October 15, 2023. The permit may be extended under the same terms and conditions for a maximum of two (2) additional one (1) year terms at the sole discretion of the Town, unless the Town earlier terminates this Agreement as set forth in § 11, below.

2. **SERVICES.** The Permittee may operate a business on the Premises consisting of the daily rental of canoes, kayaks, pedal boats, and row boats during the times set forth in § 1, above. No sailboats shall be rented. The Permittee may also conduct classes in the use of such craft, and may, subject to the approval of the Recreation Director, operate camplike activities for children and furnish snacks to customers subject to Board of Health approval. The Permittee shall not offer its services and goods prior to 7 a.m. or after 8 p.m. on any day.

3. **EMPLOYEES.** The Permittee shall furnish a sufficient number of trained, competent employees to provide efficient and safe service to the public. All such employees shall have been trained in the standard operating procedures and risk management guidelines of the Permittee, and while working will wear distinctive clothing identifying them as employees of Permittee.

4. **SAFETY PROCEDURES AND EQUIPMENT.** The Permittee shall furnish and equip a motorized or non-motorized boat suitable for rescue operations, but consistent with the Bylaws of the Town will not utilize a motorized boat except in emergencies. See Code of the Town of Wakefield, § 138-2. The Permittee will furnish all customers with personal flotation devices, and all such devices issued to adult customers shall be equipped with whistles. The Permittee shall use its best efforts to ensure that its customers wear such devices at all times when they are on the dock, in a boat or in, on or near the water. The Permittee shall strictly comply with all applicable federal, state and local statutes, rules, regulations, bylaws and laws of any type concerning water

safety including, without limitation, G.L. c. 90B; 323 CMR 1.01, et seq.; and the most recent edition of the Massachusetts Environmental Police “Guide to Boating Laws and Responsibilities.” The permittee shall follow the Communications and Aquatic safety plan presented.

5. CONSTRUCTION. Subject to the approval of the Building Inspector, the Town will allow the Permittee to construct, at its own expense, the following temporary structures, all of which must be maintained in good repair at all times and shall be removed at the end of each season or promptly upon the request of the Town by the Permittee:

a. a wooden storage shed, not larger than 12 feet in length by 12 feet in width by 12 feet in height;

b. up to two boat racks made of pressure-treated wood, equipped with locks, each not larger than 6 feet in length by 6 feet in width by 10 feet in height;

c. a canopy made of durable fabric that may be up to 20 feet by 30 feet in area, suspended not more than 10 feet above the ground; and

d. a temporary dock of up to 6 feet in width and 40 feet in length, and moorings, subject to any applicable approval required from the Department of Environmental Protection, under Chapter 91 or otherwise, and any such approval required from the Wakefield Conservation Commission.

If the Permittee causes any damage to the Premises (including both the land and any structures thereon) in constructing or maintaining the above-listed structures, or otherwise in the course of its activities, it shall promptly remedy the same, and in all events shall ensure that at the end of each season (or any shorter period of use during the Term) the Premises are restored to the same condition in which they existed prior to the commencement of the Permittee’s activities.

6. INSURANCE. The Permittee shall at all times during the Term maintain at its own expense public liability insurance against claims for death or injury to persons in the amount of at least One Million Dollars (\$1,000,000.00), and property damage in the amount of at least \$50,000 for property of the Town. Such insurance shall be written by an insurance company licensed to issue insurance within the Commonwealth of Massachusetts and reasonably acceptable to the Town. The Town shall be named as an additional insured on all such policies. The Permittee shall furnish the Town, prior to the commencement of each annual season during the Term, a certificate of insurance evidencing the foregoing, which certificate must indicate that no policy of insurance will be cancelled or non-renewed except on ten (10) days’ written notice to the Town.

7. INDEMNITY. The Permittee shall defend and indemnify the Town and hold the Town harmless from and against any and all losses, costs, demands, suits, actions, damages, expenses (including reasonable attorneys’ fees) and liabilities of every kind resulting or arising from or caused (directly or indirectly) by any act or omission (whether intentional or unintentional) of the Permittee or any of its officers, directors, principals, partners, employees, agents, servants, independent contractors or other persons acting for or on its behalf, including without limitation any misconduct, malfeasance, neglect, negligence or error, and any accident suffered by any

customer of the Permittee, unless such harm was caused solely by the intentional misconduct or negligence of the Town.

8. UTILITIES. The Town will cooperate with the Permittee in arranging for access at the nearest utility pole or poles for telephone and electricity service, all costs associated with such connection and utility use to be borne by the Permittee.

9. NATURE OF AGREEMENT. This Agreement constitutes, on behalf of the Town, the grant of a permit revocable at the will of the Town to conduct certain activities on Town property subject to the terms and conditions set forth herein. The said permit is in the nature of a revocable license and does not constitute a property interest, nor is any interest in land or an estate of any kind hereby conveyed or created. The said permit is expressly non-exclusive, it being the right of the Town to permit others to conduct the same or similar or other activities elsewhere around Lake Quannapowitt and the right of the public to use the whole of the parks and Common of the Town, including the Premises. Notwithstanding the foregoing, the Town agrees to take reasonable steps, so long as the Permittee remains in compliance with the terms and conditions hereof, to ensure that no use of the Premises is authorized that would interfere with the Permittee's activities specified herein, and more particularly that no other person or entity is authorized to offer the rental of canoes, kayaks, pedal boats, sailboats and row boats on the Premises during the periods of time during the Term when the Permittee is actively engaged in the same, and that no person interferes with or disrupts the business of the Permittee at the Premises. The Permittee agrees not to represent itself or its employees or agents as employees or agents of the Town, and acknowledges that nothing herein shall entitle any person to any of the rights or benefits typically attendant upon employment by the Town, including, without limitation, the right to participate in Town-sponsored health insurance, unemployment insurance or workers' compensation insurance, or membership in the Town's contributory retirement system. It shall be the Permittee's sole responsibility, at its own cost, to procure and maintain all permits, approvals and licenses necessary to conduct its business except those that are within the power of the Town Council of the Town to grant and are explicitly granted hereunder.

10. ASSIGNMENT. The Permittee shall not assign or transfer any of its rights or delegate any of its obligations hereunder without the prior, written consent of the Town.

11. TERMINATION. The Town may terminate this Agreement at any time, for any reason or no reason, by written notice to the Permittee, provided that the Permittee shall have a reasonable period of time, being at least 30 days, to wind up its business on the Premises, remove its fixtures and personal property and other effects from the Premises and restore the Premises to their original condition following receipt of such notice. No expiration or termination of this Agreement shall serve to terminate or limit any obligations of the Permittee hereunder which, by their terms, are intended to survive this Agreement, including, without limitation, the Permittee's obligation to restore the Premises and to indemnify the Town.

12. PARKING. The Permittee shall prevent its customers from parking on the grass within and near the Premises and shall encourage them to park only in marked spaces available for public parking.

13. TOILET. The Permittee shall provide and maintain one (1) clean and stocked handicapped-accessible portable toilet on the Premises when the Permittee's services are being offered to the public during the Term, at the Permittee's expense, for use by members of the general public including those utilizing the services authorized by this Agreement and the Permittee's agents.

14. CONDITION OF PREMISES. The Permittee shall keep the Premises in a clean and orderly manner at all times and shall place a sufficient number of covered trash containers, including recycling bins, in the concession area as the Town may from time to time specify. The Permittee shall be responsible for picking up and removing all litter in the Premises and within a one hundred-foot (100') radius of the Premises and shall not allow trash receptacles to overflow. Garbage and trash shall be disposed of by the Permittee at a minimum of once daily by removing it from the Premises to an authorized disposal area. At the end of the operating day, the concession area shall be left in a clean and orderly condition and secured in a professional manner that is acceptable to the Town. Serving counters shall not be used for the open display of food or other products and shall be kept clear except for such items as napkins, salt, sugar, etc. All condiments shall be kept in appropriate sanitary containers. The Permittee shall only use environmentally compatible, biodegradable serving products. The Permittee shall not serve or sell items that cause undue litter. The Permittee shall recycle all cardboard and plastic materials used in the operation of its concession and shall encourage its customers to do the same. All deliveries shall be made in such a manner as to have the least negative impact on the public, the Premises and the local environment. Permittee must supply a plan for the designated area depicting the number, size, shape and color of all boats, picnic tables, storage racks, sheds and portable toilet.

15. OPERATIONS

A. Prices established shall be reasonable, will not exceed average prices in the local economy and will be consistent with the bid presented unless otherwise agreed to by the Town Council. A list of products rented with prices charged will be made a part of this bid and shall be kept current throughout the season. Wakefield residents shall be provided a 25% discount upon proof of residency reasonably satisfactory to the Permittee.

B. All placements of signs and locations for equipment must be approved by the Director of Recreation.

C. The Permittee shall provide to the Director of Recreation a list of all employees assigned to the concession stand. CORI checks shall be required of all staff 18 years and older.

D. The total amount of the bid must be paid to the Town before the first day of operation and a separate security deposit of \$500.00 must be provided which shall be returned to the Permittee at the end of the season if the premises are returned to the Town in good condition. The Director of Recreation (after consultation with the Director of Parks) shall have sole discretion to determine the condition of the Premises.

E. The Permittee shall provide a sufficient number of trash receptacles to collect all trash generated during daily operation. The trash receptacles shall be removed at the close of business each day and must be emptied off site, daily, at the Permittee's expense.

F. The Permittee must maintain the area, all equipment and supplies in a neat and orderly fashion at all times. No vehicle(s), will be placed at the site, with the exception of those necessary to deliver and remove equipment. All equipment used by the Permittee shall be subject to inspection for sanitation, safety, and appearance, and all equipment shall be subject to approval or rejection by the Town at any time. The Permittee shall immediately replace rejected equipment.

G. The Permittee shall establish an economic outreach program to the businesses of Wakefield in conjunction with the Town's Community and Economic Development Director. A report on the season and the results of the economic outreach shall be presented to the Town Council in November of 2023.

16. INSPECTION. The Town (including, without limitation, its agents, servants, employees, permittees and invitees) shall have full and unrestricted access to and upon the Premises at all times during the Term to inspect and maintain the Premises and to inspect the operations and equipment of the Permittee.

17. NOTICE. All notices required or permitted to be given hereunder shall be in writing and deemed duly given (a) three days after having been mailed by registered or certified mail, return receipt requested, postage prepaid; (b) immediately upon having been hand delivered; or (c) one day after having been sent by overnight delivery service, addressed:

if to the Town to:

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

with a copy to:

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

if to the Permittee to:

Adam Rogers
Boys & Girls Club of Stoneham, Inc.
15 Dale Court
Stoneham, MA 02180

or to such other address(es) as either party may from time to time indicate by written notice to the other party.

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

TOWN OF WAKEFIELD

BOYS & GIRLS CLUB OF STONEHAM, INC.

By its Town Council

By: _____

March 22, 2023

Mr. Stephen Maio - Town Administrator
Ms. Mehreen Butt - Town Council Chair
Mr. Jonathan Chines – Town Council Vice Chair
1 Lafayette Street
Wakefield, MA 01880

Dear Mr. Maio, Ms. Smith-Galvin, Mr. Jonathan Chines

I am writing on behalf of the West Side Social Club 4th of July Committee to request the use of the upper and lower commons to hold our annual 4th of July Celebration. We request the use of the commons beginning at 6:00 am on Monday, July 3, 2023, to Wednesday, July 5, 2023, ending at 6:00 am.

The actual events will be held on Tuesday, July 4, 2023, beginning at 7:00 am and ending at approximately 10:30 pm.

The committee also requests the use of the outside of Veteran's Field on Tuesday, July 4, 2023 to be used as a food concession location if needed. We anticipate the concessions will begin just prior to the Fireworks Display.

Please note that the Food Concessions will no longer be a combined effort with the Wakefield Independence Day Committee and will be exclusively managed by the WSSC 4th of July Committee at all the locations.

Once again, Mr. Maio, Ms. Butt and Mr, Chines, I wish to thank you for your continued support to our Fourth of July program. It is greatly appreciated.

If you have any questions or concerns, I can be reached at the following numbers:
WSSC: 781-245-9759 or Cell: 617-947-3487.

Regards,

Carol Hubbard – Co Chairperson
WSSC 4th of July Committee
4 Harrington Court

COA Donations

For Town Council a submitted 3/15/23 4/4/23

Varous Gifts Account

ORG 20541769

OBJ 483000

Source	Detail	Special comments	Amount	Account Total
		Thank You	15	
		Taxes thank you	25	
		Gift	100	
			50	
		COA	25	
		contribution/thank you	50	
		Total	265	