

Hamilton Development Corporation

REQUEST FOR PROPOSALS:

59 - 63 Willow Street

Mixed-Use Development



January 27, 2020

REQUEST FOR PROPOSAL
59 – 63 Willow Street, MIXED-USE DEVELOPMENT
Hamilton Development Corporation
Hamilton, MA

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PART I. INTRODUCTION AND RFP PROCESS

The Hamilton Development Corporation (HDC) owns two parcels of land, totaling approximately one acre, located in the Town of Hamilton at 59 and 63 Willow Street near Railroad Avenue (the "Willow Street Parcel"). The HDC has received site plan approval from the Town of Hamilton's Planning Board for a mixed use development comprised of 18 residential units (22 bedrooms) and first floor commercial use. The HDC seeks to dispose of the site by sale to a developer who will construct a project on the site in accordance with the approved site plans see Attachment A - Architectural Site Plans and Attachment B - Civil Site Plans.

Since this transaction is based on a disposition of an interest in real property, it is subject to M.G.L. c. 30B, §16. The HDC wants to dispose of the Willow Street Parcel for a project which is most advantageous to the HDC and the Town and has determined this request for development is best served by utilizing a Request for Proposals (RFP) process. This process will enable the HDC to evaluate key factors such as the experience of developers and their demonstrated success in the financing, design, and construction of mixed use commercial residential projects.

PART II. BACKGROUND

The Location. The Willow Street Parcel is in the heart of the Town of Hamilton's commercial district adjacent to shops, restaurants, and offices as well as a residential neighborhood. The Willow Street Parcel is within walking distance to Hamilton's commuter rail station. It also has good vehicular access and is pedestrian friendly.

The Willow Street Parcel and Existing Uses. There are two buildings on the Willow Street Parcel. One is a two unit commercial building, dating to about 1880, at 63 Willow Street. The building has approximately 900 square feet on the first floor and is fully rented. There is a partial second floor and a full unfinished basement. The second building on the property at 59 Willow has a 1,100 square foot, two bedroom single family home with a two car garage. The east side abuts a commercial parking lot behind the Black Cow and Salem Five Bank, on Route 1A. The north side abuts a commercial building on Railroad Avenue. There is also pedestrian access to the Willow Street Parcel from the north side from a Town owned parking lot on the corner of Railroad Avenue and Willow Street. The west side directly abuts Willow Street. The south side abuts residential homes on Linden Street and currently has a reasonable landscape buffer. The Willow Street Parcel is approximately 500-600 feet from the Hamilton/Wenham Commuter Rail station.

PART III. ANTICIPATED RFP SCHEDULE

RFP Issued:	January 27, 2020
Pre-bid meeting*:	February 18, 2020
Deadline for submitting questions:	February 28, 2020
Response to questions:	March 9, 2020
Proposals due:	March 20, 2020
Award of contract	April 10, 2020

***THE PREBID MEETING WILL TAKE PLACE AT HAMILTON TOWNHALL
IN THE MEMORIAL ROOM AT 10 AM.**

PART IV. PROPOSAL SUBMISSION REQUIREMENTS

All proposals must be submitted in accordance with the terms and conditions of this RFP to the Hamilton Development Corporation, c/o Rick Mitchell, Hamilton Town Hall, 577 Bay Road, Hamilton, MA 01936, no later than **10:00 a.m., on March 20, 2020.**

Developers shall submit an original and 6 copies of their Proposals in a sealed envelope together with a USB drive of the Proposal in pdf format.

Envelopes shall be marked:

PROPOSAL - WILLOW STREET DEVELOPMENT

Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents listing the page number providing documentation that demonstrates they have met each of the criteria listed.

Neither faxed nor emailed Proposals will be accepted.

Proposals may include any materials and information that the developer feels are necessary to satisfy as many of the recommended features of the Project description as practicable. After the opening of the Proposals, a developer may not correct or modify its Proposal in any manner unless submitted in response to a written request for the HDC in its sole discretion.

Complete Proposal shall include the following:

- A. Transmittal letter signed by a principal(s) of the developer including all contact information

B. Statement of Qualifications, which includes the following:

- The composition and structure of the Development Team that sets out all key members of the development team,
- Resumes of key personnel on the Development Team,
- Three (3) references for the Development Team,
- At least one, and preferably three examples of directly relevant mixed use projects of similar or larger size.

C. Completed Reference Form, with references

D. Qualifications of the Development Team as they relate directly to the design, financing, construction, and operating similar mixed use developments or multi-family developments.

E. A description of the proposed development that includes:

- Anticipated involvement of the HDC in the development,
- Description of how matters described in Part VI. Project Description will be addressed,
- Description of the management arrangement and team for the residential and/or commercial components of the property.

F. Project Schedule that sets out the anticipated time of commencement of construction and length of likely construction, inclusive of major milestones.

G. Financial Information that includes: Anticipated financial and management interests in the development; strategy for securing equity and debt financing; bank references; proof of funds or a letter from the financial institution the investor is using. If a rental property is anticipated, please include a 10-year operating pro forma and rent schedule. If a for-sale property is anticipated, please provide a pro-forma sell-out with timeline.

H. Financial Proposal that includes the amount to be paid by the developer for purchase of the Willow Street Parcel. **NOTE:** The HDC has set a minimum purchase bid price of the existing property, including the permitted mixed use project: at \$1,000,000.

I. RFP security in the amount of \$50,000. Such security shall be payable to the HDC in the form of cash, certified check, treasurer's or cashier's check issued by an FDIC insured bank or trust company and shall be conditioned upon the faithful performance by the Designated Developer of all agreements contained in its proposal.

J. All security shall be retained until the execution and delivery of the Purchase and Sale Agreement executed by the HDC and the Designated Developer. Security provided by unsuccessful bidders shall be immediately refunded.

K. A detailed summary of the assumptions used by the developer to provide Financial Information and prepare the Financial Proposal, including without limitation, budget, rental or

sale assumptions for the units and retail space, and calculation of the assumed sale prices or lease payment(s)

L. Any additional benefits to be provided to the town, such as off-site improvements, or contribution to town services.

Following the deadline for receipt, the HDC will open the Proposals and prepare a register of those developers submitting Proposals which register shall be available for public inspection. In the event that the Town Hall is not open on the date or at the time the proposals are due, proposals shall be due at the same time on the next following business day that the Town Hall is open.

All proposals shall remain **firm** for sixty (60) calendar days after the Proposal opening.

PART V. QUESTIONS/ADDENDA

QUESTIONS: Inquiries involving procedural or technical matters shall be in writing to rmitchell@hamiltonma.gov no later than 12:00 noon on February 28, 2020 or to:

Hamilton Development Corporation
C/O Rick Mitchell
Hamilton Town Hall
577 Bay Road
Hamilton, MA 01936

ADDENDA: Each developer is required to acknowledge receipt of any/all Addenda issued by the HDC. Developers shall place their acknowledgment as the first line of their Transmittal/Cover Page which shall be placed as the first page of their proposals. Addenda will be posted online at the HDC/Town website and emailed to every individual or firm on record as having received the RFP.

PART VI. PROJECT DESCRIPTION

The HDC intends disposal of the Willow Street Parcel to a developer for the financing, design, and construction of the mixed use mixed-use project. The one acre Willow Street Parcel in the commercial district of Hamilton has received Planning Board approval for the project Attachment C Hamilton Planning Board Site Plan Approval. The HDC has preference for the residential component to be rental units, but if a developer wishes to provide a proposal for the units to be condominiums, its proposal will be given equal consideration. Key elements of the approved project include:

- Construction of a 25,000 square foot, 3 story building on 1 acre of land,
- 2,400 square feet of commercial space on the first floor,

- 18 residential units on the 2nd and 3rd floors encompassing four 2 bedroom units and 14 one bedroom units,
- 30 on-site parking spaces including 8 spaces for commercial use,
- Site design, building design, storm water, septic, landscaping, parking, lighting, and signage plans approved by Planning Board,
- Project subject to the town's Inclusionary Housing bylaw requiring 2 affordable units.
- A foundation permit has been issued for the project; successful bidder will be required to fulfill all other normal permitting requirements for demolition and construction.

PART VII. PROPOSAL REQUIREMENTS

In order to be considered for evaluation, the proposal should meet the RFP minimum requirements by providing the following with its proposal:

The Proposal must be a Complete Proposal as defined in Part IV above. Further:

1. At least one member of the Development Team must have completed a mixed-use, or multi-family development within the past 3 years.
2. The Development Team must submit three (3) professional references.
3. The Developer must provide evidence of financial capacity to undertake the proposed development.
4. Certificate of Non-Collusion.
5. Certificate of Compliance with State Tax Laws, M.G.L. c. 62C, §49.
6. Certificate of Authority.
7. Certificate of Foreign Corporation (if applicable).

PART VIII. SELECTION PROCESS

The Willow Street Parcel will be awarded to the most advantageous proposer, as determined by the HDC. The selection process will be made in three phases:

(1) Each proposal will be reviewed to see whether all Minimum Requirements set forth in Part VIII have been met; any proposal not meeting those requirements will be eliminated from consideration;

(2) the remaining proposals will be evaluated in accordance with Section IV, with each proposer being assigned a composite rating by the HDC as identified in Section IX; and

(3) The evaluations will be reviewed in conjunction with the proposals, the results of any interviews, and any additional information requested by the HDC on which basis the most advantageous proposer will be identified.

During the Selection Process, the HDC reserves the right, for any reason deemed appropriate by the HDC, to waive portions of the RFP, to waive any minor informality in a proposal, to request "best and final" offers, to reject any and all Proposals, to terminate the RFP, and to issue a new RFP.

Within 30 days of notification of its selection, the Designated Developer will be required to have negotiated and executed a Purchase and Sale Agreement substantially in the form of Attachment D with the HDC and have provided a deposit equal to 10% of the Purchase Price. A signed Disclosure Statement of Beneficial Interest in accordance with M.G.L. c.7, §40J and any other documents required by the HDC shall be delivered with the executed Purchase and Sale Agreement.

If the required documents are not executed and submitted to the HDC within the specified time, the Designated Developer's selection will automatically expire, unless extended in writing by the HDC at its sole discretion.

Following expiration of the MOI, the HDC reserves the right to negotiate with another proposer if the Designated Developer and the HDC are unable to negotiate a Purchase and Sale Agreement satisfactory to the HDC at its sole discretion.

PART IX. EVALUATION OF PROPOSALS

All proposals will be reviewed by the HDC. Proposals that meet the minimum requirements will be reviewed for responsiveness to the comparative evaluation criteria below.

Final selection of the most advantageous proposal will be based upon an evaluation and analysis of the information and materials required under the Project Description in this RFP. Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to each comparative evaluation criterion. Based on these evaluation criteria ratings, a composite rating will be created by each evaluator for each proposal by combining the collective ratings. The Proposals will also be evaluated and ranked based on their financial benefit to the HDC.

Based on the individual member's composite ratings for each Proposal, the HDC will make a determination as to which proposal is most advantageous based on the composite ratings, responsiveness of the Proposal to the HDC's use preferences, and financial benefits to the HDC.

COMPARATIVE EVALUATION CRITERIA

1. Consistency with Project Description

Highly Advantageous: Proposal incorporates all of the desired attributes listed in the Project Description.

Advantageous: Proposal includes most of the desired attributes in the Project Description.

Not Advantageous: Proposal description includes less than half of the desired attributes in the Project Description.

Unacceptable: The project fails to include the desired attributes listed in the Project Description.

2. Qualifications of the Development Team

Highly Advantageous: Development Team consists of licensed and certified architects, engineer(s), contractor(s) and other finance, design and construction professionals that together have completed three or more financially viable mixed-use projects of a scale and scope of this project.

Advantageous: Development Team consists of owner, project and construction managers, licensed and certified architects, engineer(s), contractor(s) and other design and construction professionals that have completed one or more financially viable mixed-use projects of a scale and scope of this project.

Not Advantageous: Development Team has preferred credentials in most, but not all areas of design and construction, and/or has development experience in a project of a smaller scale than this project.

Unacceptable: Development Team has no prior experience with like-type projects.

3. Budget proposal and fiscal benefits to the HDC

Highly Advantageous: Proposed project provides a substantial net positive fiscal benefit to the HDC after considering all costs and revenues to the HDC.

Advantageous: Proposed project provides a net positive fiscal benefit to the HDC after considering all costs and revenues to the HDC.

Not Advantageous: Proposed project provides minimal net positive benefit to the HDC after considering all costs and revenues to the HDC.

Unacceptable: Proposed project fails to offer net positive fiscal benefit to the HDC after considering all costs and revenues to the HDC.

4. Project feasibility, including ability to obtain financing

Highly Advantageous: High likelihood that the developer has the ability and the resources to complete its project in the manner proposed.

Advantageous: Reasonable likelihood that the developer has the ability and the resources to complete its project in the manner proposed.

Not Advantageous: Not likely that the developer has the ability and the resources to complete its project in the manner proposed.

Unacceptable: Developer does not demonstrate the ability and the resources to complete its project in the manner proposed.

5. Viability of Financial Assumptions

In order to prepare its Financial Information and Financial Proposal, the proposer must make certain assumptions with respect to many factors, including but not limited to, budget, rental or sale amounts for the units and retail space, and calculation of the assumed sale proceeds or lease payment(s). The viability of the Financial Information and Financial Proposal depends on reasonableness of the assumptions, which shall be evaluated as follows:

Highly Advantageous: All financial assumptions are conservative in relation to projects of similar a type with the result that the financial projections support the conclusion that the proposal has a high likelihood of success.

Advantageous: Financial assumptions are reasonable in relation to projects of similar a type with the result that the financial projections support the conclusion that the proposal has a moderate likelihood of success.

Not Advantageous: Financial assumptions are aggressive in relation to projects of similar a type with the result that the financial projections support the conclusion that the proposal has a slight likelihood of success.

Unacceptable: Financial assumptions are unrealistic and/or unsupported with result that financial projections provide no sound financial basis for support of the project.

6. Proposed methods and procedures for accomplishing objectives listed in the Project Description

Highly Advantageous: Methods and procedures achieve project objectives in an efficient, effective, and timely way and emphasize maintaining positive relationships with residents, commercial businesses in the area, as well as local officials, and HDC staff.

Advantageous: Methods and procedures are generally efficient, effective, and timely and satisfactory relations with residents, businesses, and officials.

Not Advantageous: Methods and procedures are efficient but may not support optimal outcomes or relationships with stakeholders.

Unacceptable: Methods and procedures fail to achieve goals of RFP, nor do they suggest ways to maintain positive relations with stakeholders.

PART X. COMPARING OF FINANCIAL PROPOSALS

The HDC will consider the advantages of each proposal in light of the financial benefits. For purposes of comparing purchase under the Financial Proposals, the sale of the Willow Street Parcel shall be evaluated at 100% of proposed economic benefits to the HDC and Town.

PART XI. AWARD OF CONTRACT

The RFP contract will not necessarily be awarded to the developer submitting the Proposal that receives the highest rankings or submits the highest dollar bid. The HDC will award the contract to only one responsive and responsible developer submitting the most advantageous Proposal taking into consideration the evaluation criteria, responsiveness of Proposal, experience, proposed schedule, references, and overall financial benefits. Before awarding the RFP, the HDC may request additional information from prospective developers. The HDC reserves the right to reject any and all Proposals if it determines that the criteria set forth have not been met or for any other reason in its sole discretion.

PART XII. NON-APPLICABILITY OF PUBLIC CONSTRUCTION LAWS

It is the HDC's intent that any agreement resulting from this RFP shall be for a private development to which none of the laws and regulations applicable to public construction projects shall apply. The HDC has established certain Proposal Requirements (see p.7), but otherwise the Designated Developer shall be responsible for the financing, design, and construction of its Project. The HDC

shall have the right to inspect the Project during construction for the purpose of assuring that construction is in accord with the selected Proposal and approved site plan.

PART XIII. DISCLAIMER/RESERVATION OF RIGHTS

The HDC makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. The Parcel will be disposed of to the Designated Developer in "AS-IS", "WHERE IS" and with "ALL DEFECTS" without any representation, warranty or covenant of any kind whatsoever, and the successful developer shall agree to accept the Parcel in such condition without recourse to the HDC of any kind or for any reason whatsoever.

The HDC reserves the right to extend the deadline for submission of Proposals, to request supplementary information, to conduct interviews with any or all of the developers submitting proposals, to waive minor informalities, and to reject any or all proposals, in whole or in part, if in its sole judgment the best interests of the HDC would be served in doing so. The HDC will reject any and all proposals when required to do so by applicable law.

The HDC reserves the right to negotiate any and all terms of Purchase and Sale Agreement, or other agreement with the Designated Developer. If such negotiations cannot be concluded successfully with the Designated Developer, the HDC may choose to negotiate an agreement with the next Designated Developer from the pool of proposers, to terminate this RFP process, or to begin a new RFP process.

Execution of a Purchase and Sale Agreement with the HDC for the Willow Street Parcel in no way constitutes **satisfaction of any applicable Hamilton bylaw nor guarantees issuance of any** required municipal permit.

PART XIV. DUE DILIGENCE AND M.G.L. c.21E SITE DISCLOSURE

The Designated Developer shall be responsible for undertaking an independent review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals and other development and legal considerations pertaining to the Willow Street Parcel and the proposed mixed-use development. The HDC has performed no 21E investigation and makes no representations as to potential contamination.

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**HAMILTON DEVELOPMENT CORPORATION
REQUEST FOR PROPOSALS
WILLOW STREET MIXED-USE DEVELOPMENT
FINANCIAL PROPOSAL FOR RFP**

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to undertake the development of the Willow Street Parcel in accordance with the terms and conditions set forth in the Proposal submitted herewith and, in addition, to and in consideration therefore to pay the HDC as provided below.

B. This proposal includes addenda numbers ___ ___

C. The proposed price to Purchase: _____

COMPANY NAME:

D. The undersigned certifies that this offer fully complies with all of the requirements of the Request for Proposals.

E. The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing sign design or consultation work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

Name of Developer

BY: _____
(Signature)

Name and Title of Signatory:

(Town, State Zip)

Telephone/Fax

Email address

NOTE: If the developer is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

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HAMILTON DEVELOPMENT CORPORATION

DEVELOPER'S REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, attach additional sheets for the information requested. This information will be utilized by the HDC for purposes of determining the developer's responsiveness and responsibility with regard to the requirements and specifications of the Project.

FIRM NAME:

WHEN ORGANIZED:

INCORPORATED? YES/NO: _____. IF YES, DATE AND STATE OF INCORPORATION:
LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND
ANTICIPATED DATE OF COMPLETION: (USE SEPERATE PAPER IF NEEDED)

HAVE YOU EVER FAILED TO COMPLETE A PROJECT AWARDED TO YOU?

_____ YES _____ NO

IF YES, WHERE AND
WHY?

HAVE YOU EVER DEFAULTED ON A CONTRACT? _ YES _____ NO
IF YES, PROVIDE DETAILS.

Please attach three professional references.

IN THE SPACES FOLLOWING (OR SEPARATE PAPER), PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT.

PROJECT NAME: _____
OWNER: _____

TOWN/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

TYPE OF WORK: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT: _____

PROJECT NAME: _____

OWNER: _____

TOWN/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

TYPE OF WORK: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT: _____

PROJECT NAME: _____

OWNER: _____

TOWN/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

TYPE OF WORK: _____

CONTACT PERSON: _____ TELEPHONE #: () _____

CONTACT PERSON'S RELATION TO PROJECT: _____

The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the HDC in verification of the recitals comprising this statement of Proposer's qualifications and experience.

DATE: _____ PROPOSERS COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

CERTIFICATE OF NON-COLLUSION

Pursuant to the requirements of M.G.L. c.30B, §10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group or individuals.

Signature ,

Name of Business

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the HDC, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification
Number

Print Name: _____

Print Name: _____

By: _____ Date _____
Corporate Officer
(Mandatory, if applicable)

*The provision in this Certification relating to child support applies only when the Contractor is an individual.

**Approval of a contract or other agreement will not be granted until the HDC receives a signed copy of this Certification.

***Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

Attachments

Attachment A
Planning Board Site Plan Approval

TOWN OF HAMILTON

PLANNING BOARD

FINDINGS AND DECISION

SITE PLAN APPROVAL (§10.6)

Decision Date:

Petitioner: Hamilton Development Corporation (the "**Petitioner**" and "**Owner**")

Property Address: 59-63 Willow Street, Hamilton, MA (the "**Property**")

Assessor's Map: Assessor's Map 61, Parcels 20 and 21

Title Reference: ESRD - Book 33255, Page 599

PROCEDURAL HISTORY

By virtue of its authority under Chapter 40A of the General Laws of the Commonwealth of Massachusetts and Town of Hamilton, Zoning Bylaw, with amendments adopted by Town Meeting and approved by the Attorney General through the date hereof (the "**Bylaw**"), the Planning Board of the Town of Hamilton (the "**Board**") held a public hearing in the Hamilton Town Hall, Memorial Room concerning Petitioner's request for Site Plan Review (the "**Petition**").

Notice of said hearing was: duly advertised in the Salem News on Thursday September 26, 2019 and Thursday October 3, 2019; posted in a conspicuous place in the Hamilton Town Hall and on the Town website; and mailed, postage prepaid, to all interested parties as certified by the Board of Assessors in conformance with Section 11, Chapter 40A, M.G.L.

On October 15, 2019, the Board opened the public hearing on the Petition and continually accepted new information until the meeting held on December 17, 2019 (the "**Public Hearing**"), during which meeting the Board closed the Public Hearing thereby ending the time for the Board to accept new information. From December 17 through January 7, 2020, the Board deliberated on the form of decision to be voted on in connection with the Petitioner's request for site plan review for a mixed-use development at the Property (the "**Application**").

The Petition was considered by Acting Chairperson - Daniel Hamm and voting members of the Board - Peter Clark, Richard Boroff, William Wheaton, and Laura Walsh. During the Public Hearing, in support of the Application, the Board heard from Jill Elmstrom Mann (legal counsel to the Petitioner), Charles Wear and April Ferraro (Meridian Engineering site design engineers) and Thaddeus Siemasko and Krista Broyles (Siemasko & Verbridge Designs - architects). The Board also received testimony from its peer review engineer, The Engineering Corp. (T.E.C. - Elizabeth Oltman, P.E.) (the "**Peer Review**"), and various Town Department Heads (including but not limited to Patrick Reffett - Director of Planning, Lt. Robert Wallace - Fire Prevention, Russell Stevens - Chief of Police, and Tim Olson Director of Public Works). During the Public Hearing the Board took questions and comments from various abutters to the Property and other Town residents interested in

Property Address: 59-63 Willow Street, Hamilton, MA

the Application.

EVIDENCE

The following materials were submitted to the Board and are incorporated herein by reference:

- a. **Site Plans** (the "**Site Plans**") entitled "Permit Site Development Plans" dated September 16, 2019 revised through December 3, 2019, prepared by Meridian Engineering, Inc.
- b. **Architectural Plans, Floor Plans and Elevations** (the "**Architectural Plans**" together with the Site Plan, the "**Plans**") dated September 16, 2019 revised through December 5, 2019, prepared by Siemasko & Verbridge Designs
- c. **Artist and Sign Renderings**, depicting the visual appearance of the Building and Sign (the "**Renderings**" together with the Plans, the "**Approved Plans**") dated September 16, 2019 revised through December 5, 2019, prepared by Siemasko & Verbridge Designs
- d. **Drainage Report and all associated Stormwater Plans** prepared by Meridian Engineering, Inc. (the "**Drainage Report and Plans**"), dated September 16, 2019
- e. **Application and Memorandum in Support of the Application** dated September 16, 2019, prepared and submitted by Mann & Mann, P.C.
- f. **Letters, correspondence and reports from Peer Review and Town Departments**

DEVELOPMENT DESCRIPTION

As shown on the Site Plans (Sheet 3), the Property is located in the "B" Business District and consists of approximately forty-five thousand, four hundred twenty-three (45,423) square feet of land with frontage on Willow Street. The Property is currently improved by an existing single-family home (the "**SFH**") and an existing nine hundred (900) square foot commercial structure ("**Macs**"). The Property will be reconfigured to accommodate the construction of a three (3) story mixed-use structure (the "**Building**"), as further described below, and all associated infrastructure, including the (20') foot wide paved driveway, septic system, stormwater management system and parking areas (the "**Development**"). Macs will remain at the Property and will continue to be utilized as a location for retail operations. The SFH will be abandoned and will be razed to make room for the Building. The layout of the infrastructure has been designed to preserve as much of the existing natural buffer along the south and southeast boundaries of the Property and will include the installation of an eight (8') foot stockade fence. The Property will have a total of thirty (30) parking spaces, nine (9) in the carport and an additional twenty-one (21) outdoor parking spaces. The immediate area surrounding the Building and other areas of disturbance, including the parking areas, walking paths and fire apparatus turnaround area will be screened and suitably landscaped in order to mitigate any adverse impacts.

As shown on the Architectural Plans (Sheets A1.00 and A1.01) the Building will be a mixed-use structure with commercial uses on the first floor and residential uses on the

second and third floors (which uses are allowed as of right under §3 of the Bylaw and the Table of Use Regulations, A. Residential 7. and D. Commercial 21). The Building will have footprint of eight thousand, one hundred ten (8,110) square feet. The first floor will have a two thousand, four hundred (2,400) square foot commercial space (the "**Business Use**") and accessory spaces for the residential units including a storage room, fitness center, trash disposal room, mail delivery kiosk, a gathering space and the carport (the "**Accessory Residential Uses**"). In addition to the Accessory Residential Uses on the first floor, the total area on the second and third floors will be approximately eight thousand three hundred (8,300) square feet. Each floor will contain up to nine (9) individual dwelling units: two (2) two-bedroom units and seven (7) one-bedroom units (the "**Dwellings**" together with the Accessory Residential Uses, the "**Residential Use**") for a total of eighteen (18) units. The second and third floors are accessed using two (2) staircases or the passenger elevator. Two (2) of the Dwellings will be "affordable" as further described below. In addition, as shown on the Architectural Plans (Sheet A1.02), the Building will have a mean roof line of less than thirty-three (33') feet.

PLANNING BOARD FINDINGS

After considering all of the materials provided by the Petitioner and others (including but not limited to the Evidence), listening to the presentations, questions and comments made by those in attendance at the various sessions of the Public Hearing, and obtaining and reviewing the reports and communication from the Peer Review and department heads, the Board determined that the Development, as shown on the Approved Plans, complies with the site plan requirements of §10.6 of the Bylaw, represents the most advantageous development of the Property in accordance with the purposes of the Bylaw and Master Plan, creates two (2) units of affordable housing in compliance with §8.3 of the Bylaw; and has taken into consideration the legitimate interests of adjoining property owners. In support of its determination, the Board makes the following specific findings (the "**Findings**"):

1. Compliance with Application Process (§10.6.5). The Petitioner complied with all of the Application Process Requirements of §10.6.5 of the Bylaw. A complete Application with the required filing fee was filed with the Town Clerk and copies of all Evidence has been provided to the Board as hard copies and electronic copies. The Petitioner funded the costs associated with the Peer Review. The Plans have been revised to address the comments from the Peer Review, as well as all comments from the various department heads and members of the Board and to respond to the reasonable concerns of abutters.

2. Compliance with Site Plan Contents (§10.6.9): The Approved Plans include Site Plans and Architectural Plans that contain all of the information required under §10.6.9 of the Bylaws.

- Site Plans (Sheet 3) identify the location and boundaries of the Property, abutting properties and identify the owners of such properties and contain a zoning table with the dimensions of Property (45,423 s.f.) and locate the footprints of Macs and the Building as well as all parking areas (including handicap spaces), the driveway, the sidewalk to Willow Street, and the walking paths. (**§10.6.9(1), (2), (3), and (5)**)

- Site Plans (Sheet 5) show all landscaping and fencing, which includes a large existing natural buffer between the Building the residential structures on Linden Street and Willow Street that is being preserved and supplemented with additional plantings to enhance screening. (§10.6.9(10) and (11))
- Site Plans (Sheets 2 and 4 and A1.06) contain an existing-conditions plan, a grading and utility plan identifying the location of the septic system and storm water management system locations and providing a perspective of the completed Development and neighboring structures (§10.6.9(6) and (7))
- Architectural Plans (Sheets A1.02, A1.03, A1.04 and A1.05) contain elevation drawings showing all four sides of the Building, the location and style of outside lighting (which are externally illuminated) and depict the size, appearance and location of the ground sign at the entrance on Willow Street and the walls signs for the Business Uses. (§10.6.9(4), (8) and (9))

3. **Compliance with Site Plan Standards (§10.6.12):** The Evidence, which was not successfully challenged, confirms that the Development meets or exceeds all of the site plan standards as follows:

A. *The Approved Plans comply with the requirements of the Bylaw including but not limited to all parking, lighting, signage, performance standards, and dimensional requirements (§10.6.12(1)):*

- i. **Dimensional Requirements.** Based on the modifications made by the Petitioner in response to comments by members of the Board, the Peer Review and the Department Heads the design of the Development (including but not limited to set back requirements, open space, screening and building placement) as shown on the Approved Plans protect the legitimate interests of the neighborhood and abutters.
- ii. **Parking.** As shown on the Approved Plans (Sheets 3, 4, and 5), the Development has thirty (30) off street parking spaces, which exceeds the number required by §6.1 of the Bylaw. As confirmed by the Peer Review, the minimum required number of parking spaces for the Commercial Use is eight (8) parking spaces and for the Residential Uses is eighteen (18) parking spaces. Notwithstanding, in response to concerns from the police chief and abutters, Petitioner added four (4) parking spaces without increasing the amount of impervious areas. Eight (8) of the parking spaces will be dedicated to the Business Use during regular business hours (9 a.m. until 5 p.m. Monday through Saturday) and thereafter will be open to occupants and visitors of the Dwellings on a first come basis. The increased number of parking spaces meets not only the requirements of §6.1 but also meets the demand for parking as suggested by the Institute of Transportation Engineers (ITE).¹

¹ The ITE Manual suggests that a project should provide 1.2 parking spaces for every apartment and 2.84 parking spaces per 1,000 square feet of office space. This results in a residential requirement of 21.6 spaces and 6.8 spaces for the office for a total of 29 parking spaces.

- iii. Signage. As shown on the Architectural Plans (Sheet A1.05), the free-standing sign complies with §6.3.3 of the Bylaw. There will be one (1) free standing sign at the entrance to the Property along Willow Street that will be externally illuminated and will measure no more than fifteen (15) square feet. Each of the Business Uses shall have a sign located within the sign banner on the Building that shall be externally illuminated and will measure no more than thirty (30) square feet.
- iv. Lighting. As shown on the Architectural Plans (Sheet A1.05), the lighting proposed by the Petitioner will not create a nuisance to abutting properties or streets and shall be appropriately shielded that the light fixtures will not create any objectionable light on adjoining properties nor will the light spillover off the Property. Down-lighting will be used throughout the Development including at the entry sign. The free-standing sign and the interior wall signs shall be illuminated only during the hours of 7 a.m. through 8 p.m. Monday through Saturday (signs shall not be illuminated at any time on Sunday).
- B. *The Development is compatible with the natural features of the Property and the architecture and scale of the Building is compatible with the surrounding area (§10.6.12(2)):*

As shown on the Plans (Sheet 5 and A1.05) The Development has been designed around the natural contours of the Property and retains the existing slope. In addition, the infrastructure has been situated toward the interior and rear of the Property in order to retain a large the majority of the existing mature trees along the southern and southwestern boundary to mitigate impacts to the Linden Street and Willow Street abutters.

As shown on the Architectural Plans (Sheet A1.02 and A1.03) and Renderings, the Building was designed to reflect a New England Rural style that echoes throughout the business district of downtown Hamilton and to substantially comply with the 2015 Hamilton Design Guidelines (which is available on the Town's website).

- C. *The Development will provide screening and buffers that will mitigate against any adverse impacts on abutters (including but not limited to light or noise intrusion) and maximizes amenities to it business and residential occupants as well as the general public (§10.6.12(3)):*

- Petitioner has agreed to place restrictions on any successor's right to raze Macs (See ATTACHMENT 1 – AGREEMENT TO LIMITED RESTRICTION).
- Petitioner is preserving a substantial portion of the naturally occurring vegetated buffer along the southern and southwestern boundaries of the Property.
- As shown on the Site Plans (Sheet 5) the Petitioner will add several new landscape beds to the areas surrounding the Building and lining the entrance drive and will add evergreen plantings to the existing natural buffer.
- As shown on the Site Plans (Sheets 3 and 4 – Permit Site Grading and Permit Site Utility) Petitioner is installing an eight (8') foot stockade fence along the southern and southwestern boundaries of the Property.

- The Development seeks to maximize amenities to the extent practical. Consistent with the purposes of the Master Plan the Development:
 - is located in close proximity to the downtown and is within walking distance to the train station, shops and restaurants;
 - has outdoor space and walking paths that will create a desirable and much needed connection between the downtown and Railroad Avenue, the train station and the municipal lot;
 - provides diverse housing stock;
 - improves pedestrian access to the downtown area and its businesses;
 - creates a supply of smaller more affordable housing with easy access to public transportation and the Hamilton train station;
 - creates 2 units of "affordable" housing as further described under Section 4 below;
 - maximizes property values; and
 - raises tax revenues without a corresponding demand on the Town's strained infrastructure.

D. The Development provides safe vehicular and pedestrian access to and within the Property with sufficient turnaround areas for emergency vehicles (§10.6.12(4)):

Based on the modifications made by the Petitioner, as shown on the Site Plans (Sheet 4) in response to comments by members of the Board, the Peer Review and the department heads, the design of the access driveway and walkways provide safe and convenient pedestrian and vehicular access to the Property based on the following:

- The Property has a twenty (20') foot wide driveway with a sidewalk and walking paths that provide connections to Willow Street and Railroad Avenue.
- There is a turnaround area that has been sized to accommodate the turning radius of a fire truck. In addition, the Petitioner will install a new hydrant along the entrance drive to the Property.
- All infrastructure shall be maintained in compliance with operations and management plans for the driveway, septic system and stormwater management system and shall include periodic inspections, maintenance (including snow and ice removal and landscaping) and repairs.

E. The Development provides for a variety of screening measures to mitigate against any negative impacts to abutters (§10.6.12(5)):

- All trash will be stored in a trash room that is within the Building and will be picked up as needed by a private contractor hired and paid for by the owner of the Building. This requirement shall run with the land.
- All mechanical equipment required for the operation of the Building will be installed within the Building or will be properly screened.

F. The Development has access to public and private utilities sufficient to handle the demand of both the Residential and Business Uses without creating any negative impacts to the Town's infrastructure (§10.6.12(6)):

- The types of businesses that will operate out of the Building will involve uses that generate very light traffic and will place minimal burden on the septic system, such as professional offices and small retail establishments with no outdoor storage or activity.
- As shown on the Site Plans, the Development is being designed with a Title 5 compliant septic system, a municipal water connection and a storm water management system.
- All necessary utilities are located in the street and all connections including the installation of a new hydrant shall be undertaken by the Petitioner at no cost to the Town.
- The Development will have no significant impact on the Town's infrastructure and will not place any burden on the Town's already strained operating and capital budgets.
- All maintenance, replacement and upkeep of utilities upon the site shall be the sole responsibility of the developer and any subsequent successors. This requirement shall run with the land.

G. *The Approved Plans shall show compliance with all Board of Health, and other applicable Town and State regulations (§10.6.12(7)).*

As shown on the Site Plans (Sheet 4) the Septic System will comply with Title 5:

4. **Affordable Component - §8.3.** In compliance with the inclusionary provisions of the Bylaw, Petitioner or its successor shall create and maintain in perpetuity two (2) units of affordable housing. Petitioner or its successor shall enter into a regulatory agreement with the Department of Housing and Urban Development ("DCHD") and the Town of Hamilton for the affordable Units (the "**Regulatory Agreement**"), which agreement shall include a perpetual affordable sale price /rental value covenant, in the form of a deed rider, that will be appended to the quitclaim deed for the Property. Petitioner or its successor shall bear all expenses associated with securing the Regulatory Agreement from DCHD and for locating qualified buyers or renters. Petitioner or its successor shall undertake all expenses, tasks and filings associated with making the units SHI compliant and attaining such compliancy with proof of certification provided to the Town.

CONDITIONS

The Findings of the Board and the decision hereunder are conditioned upon the Petitioner and or its successor complying with each of the following conditions (the "**Conditions**") which shall be printed on the Approved Plans:

1. **Conformity.** The construction, operation and maintenance of the Development shall be consistent with all of the facts contained in the above Findings and with the Approved Plans. Before a foundation permit will be issued for construction on the Property, approvals by other boards and agencies of the Town of Hamilton must be issued. All other permits shall be considered conditions of approval under this Site Plan Approval. In the event that said permits contain conditions conflicting with the conditions hereof, the Planning Board reserves the right to amend the conditions of this Approval so as to render it consistent with such other conditions. Among the permits which must be obtained before any foundation permit is issued

is a septic system permit from the Hamilton Board of Health (the "**HBOH**"). All construction at the Property shall be in substantial conformity with the Approved Plans, as may be revised with authority of the Board, which have been submitted to and are on file with the Board. No building shall be erected at the Site except as shown on the Approved Plans as have been submitted to and are hereby approved by the Board.

The Petitioner shall notify the Director of Planning & Inspections in writing a minimum of 48 hours prior to starting construction on the Property.

2. As Built Plans Prior to the issuance of the certificate of occupancy for the Building, Petitioner shall provide the Director of Planning & Inspections with as-built plans signed and stamped by a civil engineer or professional land surveyor showing the location of the access way, utilities, drainage system controls and the Buildings in compliance with the Approved Plans.

3. Construction Hours. The hours of operation for onsite construction activities shall be between the hours of 7 a.m. and 7 p.m. Monday through Friday and 7:30 a.m. and 5 p.m. on Saturdays. During construction, no noise producing activities shall be permitted at the Property on Sundays or on legal holidays without first obtaining permission from the Hamilton Police Department.

4. Access During Construction. Petitioner shall ensure safe and convenient vehicular access to the Property during construction of the Development. The Board and its representatives shall be permitted access by appointment to the Property to observe and inspect construction progress until such time as the Development has been completed.

5. Quarterly reports. While there is ongoing construction at the Property, Petitioner shall submit written quarterly reports to the Director of Planning & Inspections, either in hand or by email. The reports shall evidence compliance of the construction with the Approved Plans as follows: (a) erosion control devices, clearing, site preparation and rough grading; (b) installation of water system; (c) installation of septic system; (d) installation of drainage system; (e) driveway sub-grade preparation, subbase construction and binder course installation; and (g) lighting, finish grading, loam/seed, and landscaping.

6. Landscaping: To provide a visual and noise buffer between the Development and abutting properties, Petitioner shall establish landscaping as shown on the Landscape Plans and shall maintain all landscaping. In the event any shrubs, trees or other plantings installed as part of the Development need to be replaced should they be dead or visibly dying within twelve (12) months after planting, the Petitioner shall be obligated to replace them with a plant of equal size and quality. Petitioner shall have the right to make plant material substitutions due to unavailability or other reasonable limitations, provided Petitioner shall provide the Board with advance written notice. All landscaping shall be installed by the Petitioner in a manner that is consistent with the specifications provided in the Approved Plans. Any substitution in size, quantity or placement must be approved by the Director of Planning & Inspections in advance.

7. Inclusionary Housing. Prior to the issuance of the occupancy permit for the Building, Petitioner shall negotiate and enter into the Regulatory Agreement with the Department of Housing and Urban Development ("**DHCD**") and the Town of Hamilton for two

(2) of the Units. All costs and directly related to work items arising from this requirement shall be the sole responsibility of Petitioner. Petitioner shall demonstrate to the Director of Planning & Inspections that it has provided local preference with regard to the inclusionary housing units as permitted by DCHD.

8. Septic System. Following the issuance of this decision, Petitioner shall submit the septic system design for the Development to the HBOH which design shall comply with all local and state regulations. Prior to beginning any construction at the Property, Petitioner shall provide to the Director of Planning & Inspections evidence that the septic system design for the Development has been approved by the HBOH. Prior to the issuance of any certificate of occupancy, the Petitioner shall deliver to the HBOH a copy of the maintenance contract for the septic system.

9. Stormwater Management Systems: Petitioner shall install the stormwater management system in compliance with the Approved Plans and shall ensure that the system satisfies all set back requirements of Title 5 as required by the Peer Review. Such system shall handle all runoff during and after construction. In addition, the recommendations by the Peer Review regarding additions to the operations and maintenance plan for the systems shall be incorporated into the final plan. To the extent feasible, the Petitioner shall comply with the best management practices as promulgated by the Department of Environmental Protection and shall utilize low impact development techniques.

10. Operation and Maintenance Plans: Prior to the issuance of the certificate of occupancy, Petitioner shall provide the Director of Planning & Inspections and DPW Director with an operations and maintenance plan reflecting a periodic system of inspections, maintenance and repairs regarding the pavement and condition of roads, storm water management system, lighting plan, water system, overall building maintenance, and landscaping and a separate operations and maintenance plan for the sanitary sewer system within the Development.

11. Refuse: Refuse removal shall be the sole responsibility of Petitioner or its successor unless the Town agrees to collect refuse as a service for condominium unit owners as a Town policy. The Town is in no way obligated to provide such service.

12. Utility Lines: All utility lines shall be installed underground and shall be maintained by the Petitioner or the utility provider, in no event will the Town be responsible for any such utilities.

13. Lighting: All lights used on the free-standing sign shall be downcast lights. The Development will use bollard lighting in the parking area to avoid light intrusion onto abutting properties. The fixtures will consist of bollards that are approximately 4' in height and wall mounted fixtures that will be dark sky-type fixtures. The free-standing sign and the interior wall signs shall be illuminated only during the hours of 7 a.m. through 8 p.m. Monday through Saturday (signs shall not be illuminated at any time on Sunday).

14. Parking and Access: Petitioner acknowledges that the Town through its Board of Selectmen and Planning Board may consider changes to on-street parking and shall not oppose or interfere with any changes that will result in the elimination of overnight parking on Willow

Street. In addition, Petitioner will maintain sight triangles at the intersection of the driveway and Willow Street as recommended by the Peer Review.

DECISION

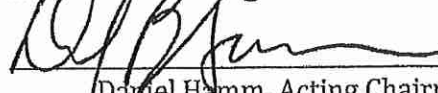
Based on the Evidence presented during the Public Hearing as well as the final revisions to the Approved Plans, which reflected the comments from the Peer Review and all department heads, Chairperson Hamm called for a motion to accept and approve the Plans. Mr. Boroff made the motion and Mr. Wheaton seconded it. Chairperson Hamm asked for any further discussion, hearing none, he called for a vote. The Board voted unanimously in favor of the motion; therefore, it carried.

During the December 17, 2019 meeting, the individual members of the Board undertook a detailed review and discussion of the language to be included in this Decision. During its deliberation, the members of the Board requested modifications and clarifications and finalized the form of the Decision granting Site Plan Approval. Thereafter, Chairperson Hamm called for a motion. Mr. Boroff made a motion to approve and sign the Decision. Mr. Wheaton seconded the motion. Chairperson Hamm asked for any further discussion, hearing none he called for a vote. The Board voted unanimously in favor of the motion; therefore, the motion carried.

This Decision has been filed with the Hamilton Town Clerk and Planning Board. **This is a decision approving a Site Plan accordingly, there is no appeal period.**

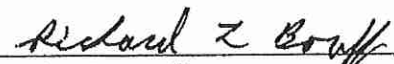
Date Dec. 19, 2019


Hamilton Planning Board

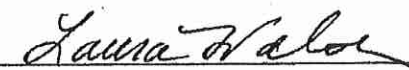

Daniel Hamm, Acting Chairman


Peter Clark

Being five of the eight
Members of the Hamilton Planning
Board


Richard Boroff


William Wheaton


Laura Walsh

Attachment B
Purchase & Sale Agreement

PURCHASE AND SALE AGREEMENT
(this "Agreement")

SECTION 1 -- INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT: _____, 2020

1.2 PREMISES:

Town: Hamilton

Land Area: 99 acres +/-

Street Address: 59 and 63 Willow Street, Hamilton, MA

Legal Description of the "Premises": the parcel of land with the buildings thereon located at 59 and 63 Willow Street, Hamilton, Essex County, Massachusetts containing at approximately .93 acres more or less, being the remaining portion of Lot B shown on plan entitled "Plan of Land in Hamilton & Wenham, Mass., Surveyed for Socony-Vacuum Corporation, Scale: 1" = 40' dated January 16, 1932, made by Albert H. Richardson, C.E." recorded with Essex South District Registry of Deeds in Plan Book 61, Plan 30 and Parcel 3 on plan entitled "Plan of Land in Hamilton, Massachusetts Belonging to The Town of Hamilton" dated January 19, 1984 made by Lawrence M. Peterson, recorded with said Deeds in Plan 63 of 1986; together with all rights and easements benefiting said Premises.

For Seller's title, see Deed dated May 2, 2014 recorded with Essex South District Registry of Deeds in Book 33255, Page 599.

1.3 SELLER: Hamilton Development Corporation

Address: 577 Bay Road, Hamilton, MA 01982

Seller's Attorney: Kathleen M. O'Donnell, Esq.
Address: P.O. Box 234, Milton, MA 02186
E-Mail: kmodonnellesq@gmail.com

Phone: (617)794-2794

1.4 BUYER:

Address:

Buyer's Attorney:
Address:
E-Mail:

Phone:

1.5 PURCHASE PRICE:
Paid as follows:

\$

Deposit paid with response to RFP	\$
Additional Deposit to be paid pursuant to Clause 2.19a	\$
Purchase Price due from Buyer on Closing Date	\$

1.6 CLOSING DATE: _____

TIME: 10:00 A.M.

PLACE: Essex South District Registry of Deeds

1.7 TITLE: The conveyance shall be by quitclaim deed

1.8 SELLER'S FIRE AND EXTENDED COVERAGE INSURANCE: as presently insured

UNLESS OTHERWISE NOTED, THE FOLLOWING PROVISIONS SHALL APPLY:

SECTION 2 -- GENERAL PROVISIONS

2.1 Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

2.2 The documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing.

2.3 Good, record, marketable and insurable title to the Premises shall be delivered on the Date and Time of Closing at the Place of Closing in conformance with the requirements of this Agreement and free from all encumbrances except the following:

a. Real Estate Taxes assessed or to be assessed on the Premises to the extent that such taxes then are not yet due and payable.

b. Betterment assessments, if any, which are not a recorded lien on the Premises as of the Date of this Agreement.

c. Federal, state and local laws, ordinances, by-laws and rules regulating the use of land, particularly environmental, building, zoning, and health, if any, applicable as of the Date of this Agreement, provided that the same do not prohibit the use and occupancy of the Premises.

d. Rights of the public and others in and to adjacent streets and ways.

e. Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises.

2.4 Simultaneously with the delivery of the Deed, Seller shall execute and deliver:

- a. Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce Buyer's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters;
 - b. An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, the Seller's United States taxpayer identification number, that the Seller is not a foreign person, and the Seller's address (the "1445 Affidavit"); and
 - c. Internal Revenue Service Form W-8 or Form W-9, as applicable, with Seller's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating Seller is not subject to back-up withholding.
- 2.5 The Purchase Price shall be paid by Buyer by a certified check or attorney's IOLTA check and delivered to Seller's attorney simultaneously with the recording of the Deed.
- 2.6 The premises are currently exempt from real estate taxes. At the Closing, the Buyer shall pay pro forma real estate taxes pursuant to M.G.L. c. 59 Section 2C.
- 2.7 Full possession of the Premises free of all tenants and occupants shall be delivered at the Date and Time of Closing.
- 2.8 Seller may, if Seller so desires, at the Closing, use all or part of the Purchase Price to clear the title of any encumbrances or interests provided that all instruments necessary for this purpose are recorded by and at the expense of Seller simultaneously with the Deed or within a reasonable time thereafter as established by customary conveyancing practice.
- 2.9 All offers and agreements made prior to this Agreement are hereby discharged and all further obligations of the parties are contained only in this Agreement. The recording of the Deed by Buyer shall be a full performance and shall discharge every agreement and obligation herein except any agreements which by their terms are to be performed after the Closing. All representations and warranties herein shall survive the recording of the Deed.
- 2.10 The deposit(s) paid shall be held by Seller's Attorney and shall be duly accounted for at closing. If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages, and this shall be the Seller's sole and exclusive remedy in law and at equity for any default by the Buyer under this agreement.
- 2.11 The Buyer and Seller each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Each agrees to indemnify the other against and to hold the other harmless from any claim, loss, damage, costs or

liabilities for any brokerage commission or fee which may be asserted against the other in connection with this transaction arising out of the contacts of each with any real estate brokers. The provisions of this paragraph of this paragraph shall survive delivery of the deed.

- 2.12 If a party hereto is a corporation, no shareholder, or if a party hereto is a trust, no trustee or beneficiary of the trust, shall be personally liable for any obligation, express or implied, hereunder. If Seller or Buyer discloses in this Agreement that either of them is acting in a representative or fiduciary capacity, only the principal or estate represented shall be bound. If more than one person is named herein as Buyer or Seller their obligations hereunder are joint and several.
- 2.13 TIME IS OF THE ESSENCE OF ALL PROVISIONS OF THIS AGREEMENT.
- 2.14 This Agreement is to be construed as a Massachusetts contract.
- 2.15 Any matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or a Practice Standard of the Real Estate Bar Association (REBA) shall be governed by said Standard to the extent applicable.
- 2.16 All notices required or permitted to be given hereunder shall be in writing and delivered in hand, or sent by Federal Express or other recognized overnight delivery service, or mailed postage prepaid, by registered or certified mail, addressed to Buyer or Seller at the appropriate address as specified in Paragraphs 1.3 and 1.4 or to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered in hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or, if so mailed, five (5) business days after deposit with the U.S. Postal Service.
- 2.17 Buyer or Buyer's agent(s) shall have the right after 48 hour notice to Seller or Seller's representative, to enter the Premises at Buyer's own risk for the purposes of survey, inspections and tests. Buyer shall, to the extent permitted by law, indemnify and defend and hold harmless Seller against any harm to Seller arising from any bodily injury or death arising from said entry or any property damage caused by Buyer to the Premises.
- Buyer's performance hereunder is conditional, at Buyer's option, upon Buyer not having found on the Premises any oil or hazardous waste or hazardous material or Seller shall have, at Seller's option, remediate such hazardous condition to a "Permanent Solution" as defined under G.L. c.21E and the regulations issued thereunder, in full compliance with applicable law, with Seller paying all of the costs of remediation.
- 2.18 The Seller shall deliver the Premises at the time of delivery of the Seller's deed, in a reasonable broom clean condition.
- 2.19 Without limitation of other provisions of this Agreement, Buyer's obligations under this Agreement are, at Buyer's option, expressly contingent on the following conditions:

- a. The Buyer obtaining, on or before _____, a satisfactory commitment letter from an institutional lender for a mortgage loan in an amount not to exceed \$_____ at prevailing rates and term. If despite the Buyer's diligent efforts a firm, written commitment subject only to conditions that the Buyer may reasonably meet cannot be obtained on or before _____, the Buyer may terminate this agreement by written notice to the Seller, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
- b. Inspection of the Premises at Buyer's sole costs and expense including, without limitation its environmental condition, by the Buyer and its consultants, the results of which are satisfactory to Buyer in Buyer's sole discretion, on or before March 28, 2014 (the "Due Diligence Date");
- c. At Buyer's final inspection of the Premises prior to recording of the Deed, Buyer shall not have found on the Premises oil or hazardous waste or hazardous material in quantities required to be reported to the Massachusetts Department of Environmental Protection and the Premises shall be in substantially the same condition as on the date of this Agreement;
- d. Buyer shall have complied with the disclosure provisions of G.L. c.7, § 40J. Buyer agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L. c.7, § 40J.
- 2.20 Seller represents that the following are holder(s) of Mortgages on the premises:
- Salem Five Bank
- 2.21 This Agreement may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Buyer and the Seller. Facsimile and/or electronically scanned signatures shall be construed as originals.

Signature Page Attached

Executed under seal by the Parties hereto as of the date of this Agreement.

SELLER:

Hamilton Development Corporation:

_____, President

_____, Treasurer

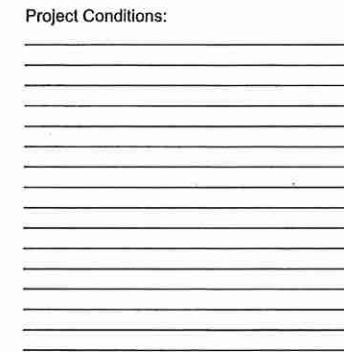
BUYER:

_____, President

_____, Treasurer

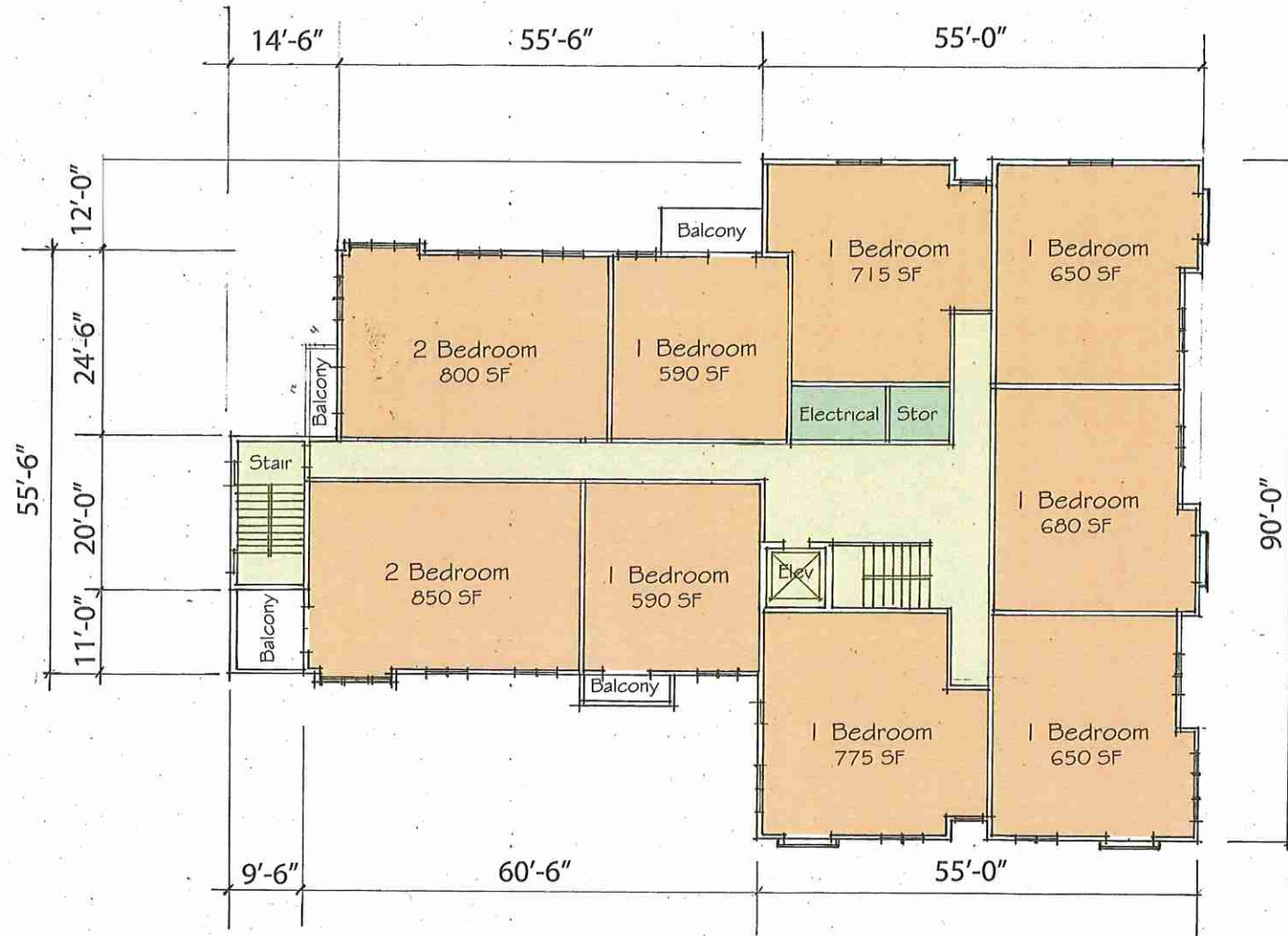
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Attachment C
Architectural Site Plan



Date: _____
Approved by Planning Board: _____

  First Floor Plan A1.00	Hamilton Development Corporation 59-63 Willow Street, Hamilton MA	First Floor Plan	Submission: SITE PLAN REVIEW PLANNING		16 September 2019
			Rev 1	AMENDED 31 October 2019	
			Rev 2	AMENDED 5 December 2019	
		Scale: 1/8" = 1'-0"			
	SIV DESIGN 135 Dodge Street Beverly, Massachusetts 01915 www.sivdesign.com	Drawn By: 1378.0022.2746	Checked By:		
		Date: 16 September 2019	Project #:		



① SECOND AND THIRD FLOOR PLAN
1/8" = 1'-0"

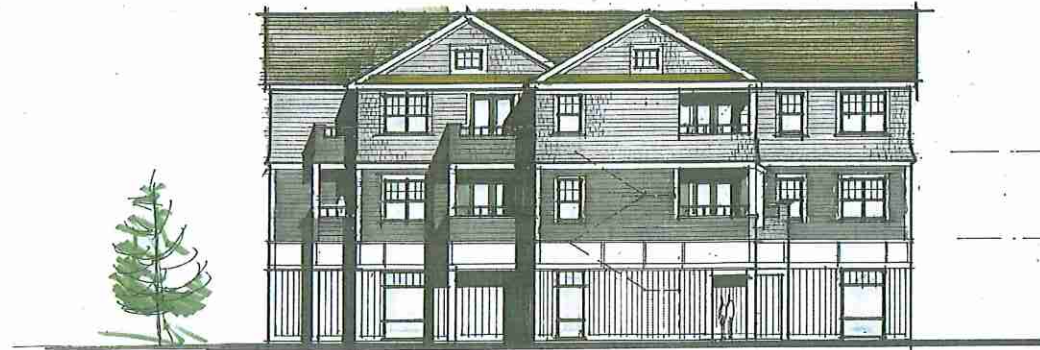
9 UNITS ON SECOND FLOOR
AND 9 UNITS ON THIRD FLOOR.

UNIT MIX:
4 - TWO BEDROOMS
14 - ONE BEDROOMS
18 UNITS TOTAL

8,300 SF PER FLOOR ON
UPPER FLOORS

Date: _____
Approved by Planning Board:

		Hamilton Development Corporation 59-63 Willow Street, Hamilton MA		Submission: 18 September 2019 FILING	
		SV DESIGN 128 Dodge Street Beverly, Massachusetts 01915 www.svdesign.com		Scale: 1/8" = 1'-0" Drawn By: _____ Date: 16 September 2019 Project #: _____	
Second and Third Floor Plan Plan A1.01		Second and Third Floor Plan		Rev. 1: AMENDED 23 October 2019 Rev. 2: AMENDED 5 December 2019	



① NORTH ELEVATION (WILLOW STREET)
1/8" = 1'-0"

EXTERIOR BUILDING MATERIALS:
CEMENTITIOUS VERTICAL BOARD
CEMENTITIOUS LAP SIDING
CEMENTITIOUS SHINGLE SIDING
COMPOSITE TRIM
SIMULATED DIVIDED LIGHT WINDOWS
ARCHITECTURAL ASPHALT ROOF SHINGLES



② WEST ELEVATION
1/8" = 1'-0"

Date: _____
Approved by Planning Board:

Submission: 16 September 2018 SITE PLAN REVIEW FILING		Exterior Elevations	
Rev 1 AMENDED 23 October 2019	Rev 2 AMENDED 5 December 2019	Scale: 1/8" = 1'-0" Drawn By: _____ Checkd By: _____ Date: 16 September 2019 Project #: _____	Hamilton Development Corporation 59-63 Willow Street, Hamilton MA SV DESIGN 136 Dodge Street Beverly, Massachusetts 01915 1878.927.2745 www.svdesign.com
			
Exterior Elevations A1.02			



① SOUTH ELEVATION (BLACK COW)
1/8" = 1'-0"

EXTERIOR BUILDING MATERIALS:
CEMENTITIOUS VERTICAL BOARD
CEMENTITIOUS LAP SIDING
CEMENTITIOUS SHINGLE SIDING
COMPOSITE TRIM
SIMULATED DIVIDED LIGHT WINDOWS
ARCHITECTURAL ASPHALT ROOF SHINGLES



② EAST ELEVATION (RAILROAD AVE)
1/8" = 1'-0"

Date: _____
Approved by Planning Board:

Hamilton Development Corporation 59-63 Willow Street, Hamilton MA SV DESIGN 128 Dodge Street Beverly, Massachusetts 01915 www.svdesign.com 1978.027.2745		Submission: SITE PLAN REVIEW FILING 16 September 2019 Rev 1: AMENDED 23 October 2019 Rev 2: AMENDED 5 December 2019
Exterior Elevations		Scale: 1/8" = 1'-0" Drawn By: _____ Checked By: _____ Date: 16 September 2019 Project #: _____
		
Exterior Elevations A1.03		



1 RENDERING FROM WILLOW STREET

Date: _____
 Approved by Planning Board:

Rendering

Hamilton Development Corporation
 59-63 Willow Street, Hamilton MA

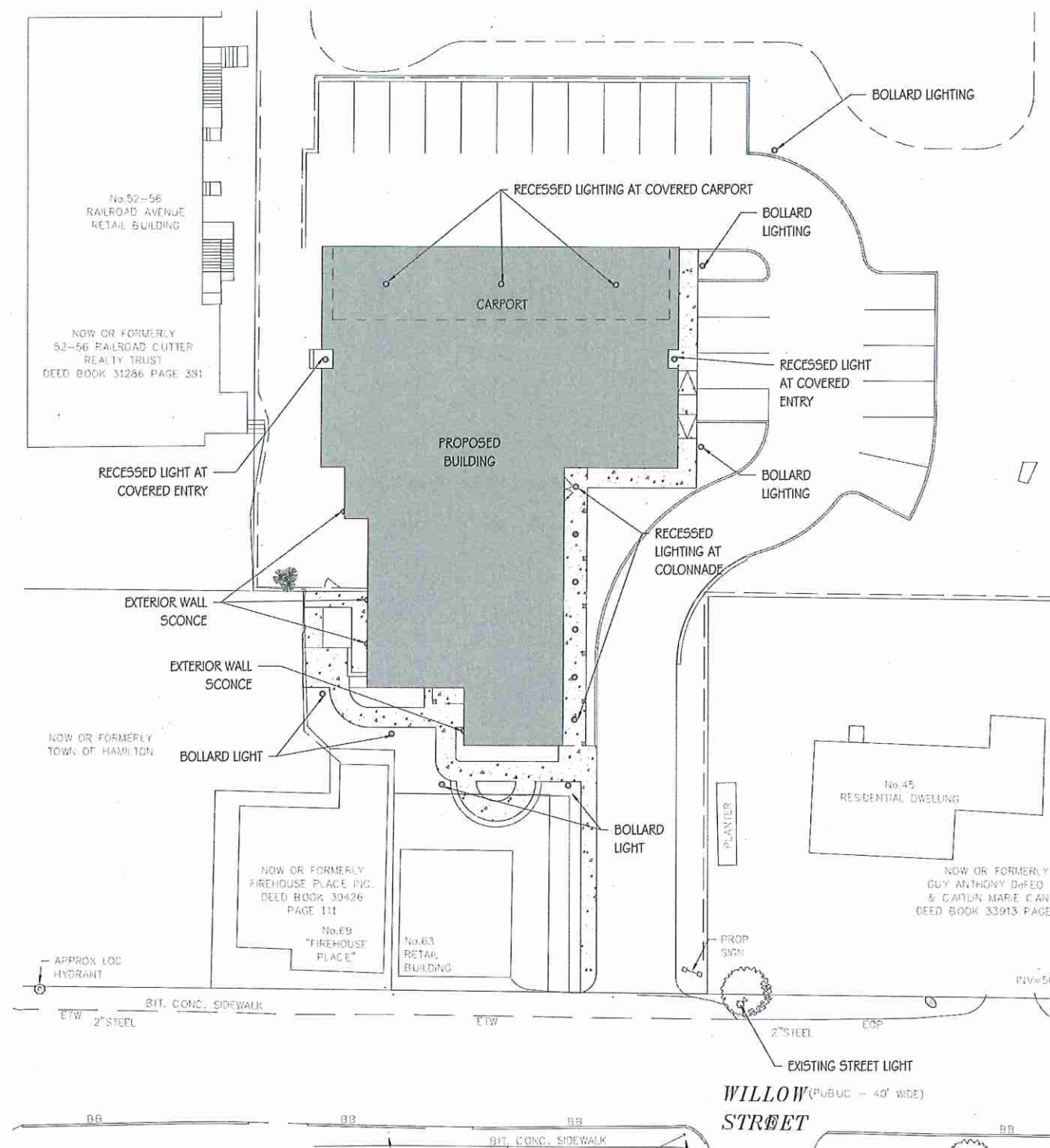


Rendering

A1.04

Submission:	SITE PLAN REVIEW	16 September 2019
	FILING	
Rev 1	AMENDED 23 October 2019	
Rev 2	AMENDED 5 December 2019	
Scale:		
Drawn By:		
Checked By:		
Date:	16 September 2019	

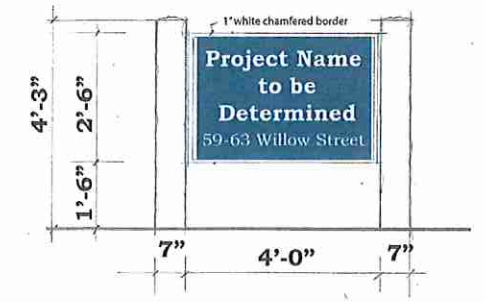
SV DESIGN 128 Dodge Street Beverly, Massachusetts 01915 1 877 827 2745 www.svdesign.com



1 SITE LIGHTING PLAN
NTS

NOTE: EACH EXTERIOR BALCONY TO RECEIVE A WALL MOUNTED SCENCE LOCATED ABOVE THE DOOR PER CODE, NOT SHOWN ON THIS PLAN

Sign Area: 10 s.f. where 36 s.f. is allowed.
Dark Blue Background with white letters, Bookman Bold Font.
Letters to be rustic carved into sign board
Sign will be ground illuminated with single LED 4" diameter dark bronze lamp
Sign Posts to be Hampstead Gray Granite with thermal finish



2 PROPOSED PROJECT SIGN
NTS

Date: _____
Approved by Planning Board: _____

Submission: 16 September 2019 SITE PLAN REVIEW FILING Rev. 1 AMENDED 23 October 2019 Rev. 2 AMENDED 5 December 2019		Site Lighting Plan Hamilton Development Corporation 59-63 Willow Street, Hamilton MA SV DESIGN 128 Dodge Street Beverly, Massachusetts 01915 www.svdesign.com 1976.627.2715
Drawn By: _____ Checked By: _____ Date: 16 September 2019 Project #: _____		 Site Lighting Plan A1.05



① SITE SECTION LOOKING TOWARDS RAILROAD AVE

Date: _____
 Approved by Planning Board:

Submission: 16 September 2019 SITE PLAN REVIEW FILING Rev 1 AMENDED 23 October 2019 Rev 2 AMENDED 5 December 2019		Site Section Scale: _____ Drawn By: _____ Checked By: _____ Date: 16 September 2019 Project #: _____
Hamilton Development Corporation 59-63 Willow Street, Hamilton MA SV DESIGN 125 Dodge Street Beverly, Massachusetts 01915 www.svdesign.com 1978.927.2745		
 		
Site Section A1.06		

Attachment D
Civil Site Plan

PROJECT CONDITIONS:

PERMIT SITE DEVELOPMENT PLANS

(TO ACCOMPANY A SITE PLAN REVIEW APPLICATION)

59 & 63 WILLOW STREET

(MAP: 61 LOTS: 20 & 21)

LOCATED IN

HAMILTON, MASSACHUSETTS

DATE: SEPTEMBER 16, 2019

REVISED: OCTOBER 28, 2019

REVISED: DECEMBER 3, 2019

OWNER/APPLICANT:

HAMILTON DEVELOPMENT CORPORATION

P.O. BOX 2361

SOUTH HAMILTON, MA. 01982

PREPARED BY:

 **MERIDIAN
ASSOCIATES**

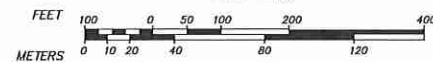
500 CUMMINGS CENTER, SUITE 500 69 MILK STREET, SUITE 202
BEVERLY, MASSACHUSETTS 01915 WESTBOROUGH, MASSACHUSETTS 01581
TELEPHONE: (978) 292-0447 TELEPHONE: (508) 871-7020
WWW.MERIDIANASSOC.COM

DRAWING INDEX

SHEET 1	COVER SHEET
SHEET 2	RECORD CONDITIONS PLAN OF LAND
SHEET 3	PERMIT SITE GRADING
SHEET 4	PERMIT SITE UTILITY
SHEET 5	PERMIT LANDSCAPE PLAN
SHEET 6	PERMIT DETAILS



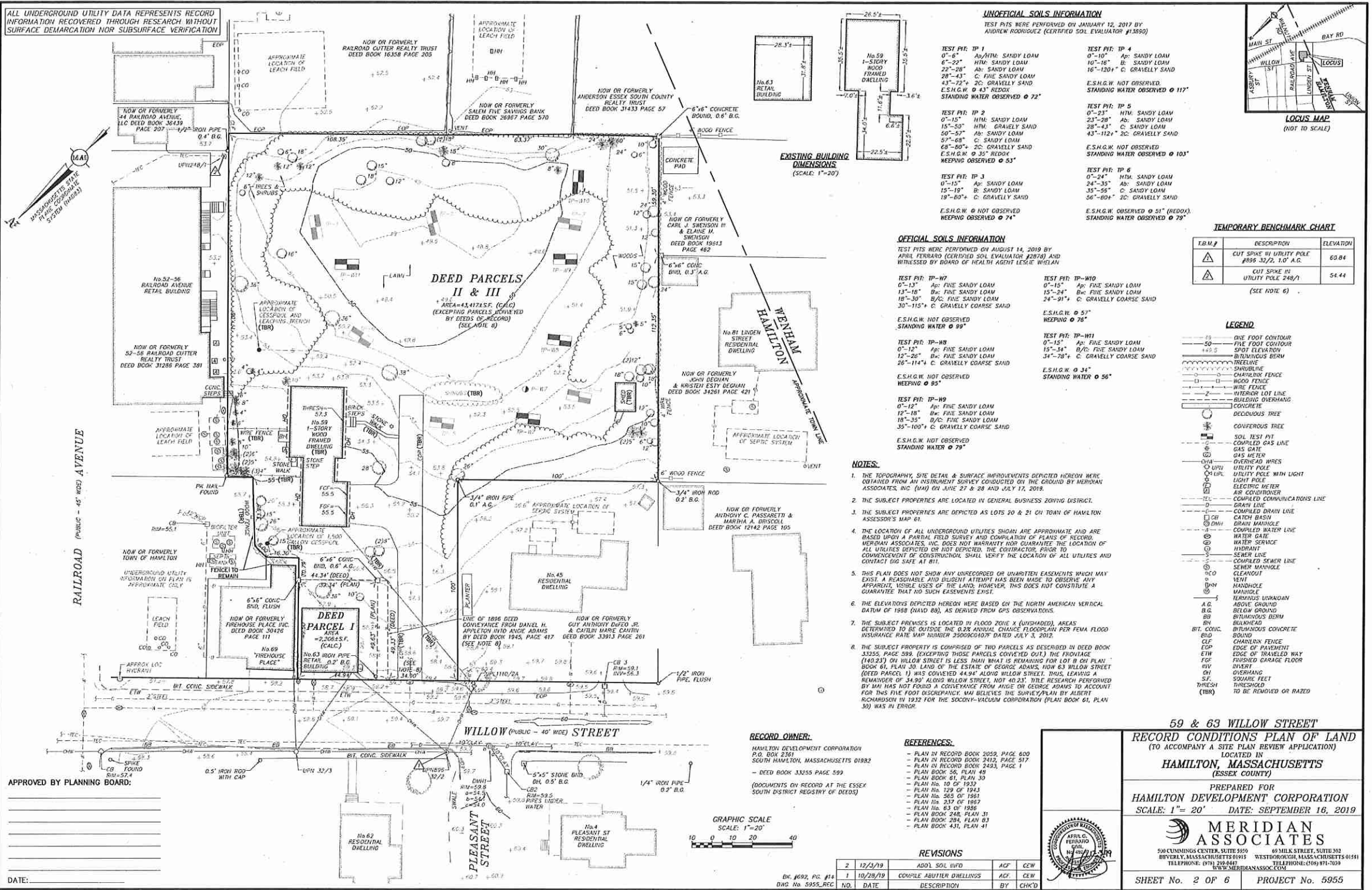
GRAPHIC SCALE
SCALE: 1"=100'



APPROVED BY PLANNING BOARD:

DATE: _____

ALL UNDERGROUND UTILITY DATA REPRESENTS RECORD INFORMATION RECOVERED THROUGH RESEARCH WITHOUT SURFACE DEMARCATION NOR SUBSURFACE VERIFICATION



UNOFFICIAL SOILS INFORMATION
TEST PITS WERE PERFORMED ON JANUARY 12, 2017 BY
ANDREW RODRIGUEZ (CERTIFIED SOIL EVALUATOR #13890)

TEST PIT: TP 1
0'-6" A: SANDY LOAM
6'-22" HTM: SANDY LOAM
22'-28" A: SANDY LOAM
28'-43" C: FINE SANDY LOAM
43'-72" C: GRAVELLY SAND
E.S.H.G.W. @ 47' REDOX
STANDING WATER OBSERVED @ 72"

TEST PIT: TP 2
0'-15" HTM: SANDY LOAM
15'-50" HTM: GRAVELLY SAND
50'-57" A: SANDY LOAM
57'-68" C: SANDY LOAM
68'-80" C: GRAVELLY SAND
E.S.H.G.W. @ 35' REDOX
WEEPING OBSERVED @ 53"

TEST PIT: TP 3
0'-15" A: SANDY LOAM
15'-19" B: SANDY LOAM
19'-60" C: GRAVELLY SAND
E.S.H.G.W. @ NOT OBSERVED
WEEPING OBSERVED @ 74"

OFFICIAL SOILS INFORMATION

TEST PITS WERE PERFORMED ON AUGUST 14, 2019 BY
APRIL FERRARO (CERTIFIED SOIL EVALUATOR #2878) AND
WITNESSED BY BOARD OF HEALTH AGENT LESLIE WELAN

TEST PIT: TP-W7
0'-13" A: FINE SANDY LOAM
13'-18" B: FINE SANDY LOAM
18'-30" B/C: FINE SANDY LOAM
30'-115" C: GRAVELLY COARSE SAND

E.S.H.G.W. NOT OBSERVED
STANDING WATER @ 99"

TEST PIT: TP-W8
0'-12" A: FINE SANDY LOAM
12'-26" B: FINE SANDY LOAM
26'-114" C: GRAVELLY COARSE SAND

E.S.H.G.W. NOT OBSERVED
WEEPING @ 95"

TEST PIT: TP-W9
0'-12" A: FINE SANDY LOAM
12'-18" B: FINE SANDY LOAM
18'-35" B/C: FINE SANDY LOAM
35'-100" C: GRAVELLY COARSE SAND

E.S.H.G.W. NOT OBSERVED
STANDING WATER @ 79"

TEST PIT: TP 4
0'-10" A: SANDY LOAM
10'-16" B: SANDY LOAM
16'-120" C: GRAVELLY SAND
E.S.H.G.W. NOT OBSERVED
STANDING WATER OBSERVED @ 117"

TEST PIT: TP 5
0'-23" HTM: SANDY LOAM
23'-28" A: SANDY LOAM
28'-43" C: SANDY LOAM
43'-112" C: GRAVELLY SAND

E.S.H.G.W. NOT OBSERVED
STANDING WATER OBSERVED @ 103"

TEST PIT: TP 6
0'-24" HTM: SANDY LOAM
24'-35" A: SANDY LOAM
35'-56" C: SANDY LOAM
56'-80" C: GRAVELLY SAND

E.S.H.G.W. OBSERVED @ 51" (REDOX)
STANDING WATER OBSERVED @ 79"

TEMPORARY BENCHMARK CHART

ITEM #	DESCRIPTION	ELEVATION
1	CUT SPIKE IN UTILITY POLE #996 32/2, 1.0' A.G.	63.86
2	CUT SPIKE IN UTILITY POLE #480/1	54.44

(SEE NOTE 6)

LEGEND

- ONE FOOT CONTOUR
- FIVE FOOT CONTOUR
- SPOT ELEVATION
- BUTYRUMUS BERM
- SHRUBLINE
- CHALKLINE FENCE
- WOOD FENCE
- WIRE FENCE
- WATER LOT LINE
- BUILDING OVERHANG
- CONCRETE
- DECIDUOUS TREE
- CONIFEROUS TREE
- SOL TEST PIT
- COMPLETED GAS LINE
- GAS METER
- OVERHEAD WIRES
- UTILITY POLE WITH LIGHT
- ELECTRIC METER
- AIR CONDITIONER
- COMPLETED COMMUNICATIONS LINE
- GRASS LINE
- COMPLETED DRAIN LINE
- CATCH BASIN
- GRASS MANHOLE
- COMPLETED WATER LINE
- WATER GATE
- WATER SERVICE
- HYDRANT
- SEWER LINE
- COMPLETED SEWER LINE
- SEWER MANHOLE
- CLEANOUT
- VENT
- HANDHOLE
- MANHOLE
- TERMINUS UNKNOWN
- A.G. ABOVE GROUND
- B.G. BELOW GROUND
- BUTYRUMUS BERM
- BN BULKHEAD
 BIT. CONC. | CLF | CLP | ETW | FGF | HV | SH | OF | THRESH |

NOTES:

- THE TOPOGRAPHY, SITE DETAIL & SURFACE IMPROVEMENTS DEPICTED HEREON WERE OBTAINED FROM AN INSTRUMENT SURVEY CONDUCTED ON THE GROUND BY MERIDIAN ASSOCIATES, INC. (MAI) ON JUNE 27 & 28 AND JULY 17, 2019.
- THE SUBJECT PROPERTIES ARE LOCATED IN GENERAL BUSINESS ZONING DISTRICT.
- THE SUBJECT PROPERTIES ARE DEPICTED AS LOTS 20 & 21 ON TOWN OF HAMILTON ASSESSOR'S MAP 61.
- THE LOCATION OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND ARE BASED UPON A PARTIAL FIELD SURVEY AND COMPILED PLANS OF RECORD. VERIDIAN ASSOCIATES, INC. DOES NOT WARRANT NOR GUARANTEE THE LOCATION OF ALL UTILITIES DEPICTED OR NOT DEPICTED. THE CONTRACTOR, PRIOR TO COMMENCEMENT OF CONSTRUCTION, SHALL VERIFY THE LOCATION OF ALL UTILITIES AND CONTACT DIG SAFE AT 811.
- THIS PLAN DOES NOT SHOW ANY UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST. A REASONABLE AND DILIGENT ATTEMPT HAS BEEN MADE TO OBSERVE ANY APPARENT, VISIBLE USES OF THE LAND, HOWEVER, THIS DOES NOT CONSTITUTE A GUARANTEE THAT NO SUCH EASEMENTS EXIST.
- THE ELEVATIONS DEPICTED HEREON WERE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS DERIVED FROM GPS OBSERVATIONS.
- THE SUBJECT PREMISES IS LOCATED IN FLOOD ZONE X (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 100% ANNUAL CHANCE FLOODPLAIN PER FEMA FLOOD INSURANCE RATE MAP NUMBER 2506000107D DATED JULY 3, 2012.
- THE SUBJECT PROPERTY IS COMPRISED OF TWO PARCELS AS DESCRIBED IN DEED BOOK 33255, PAGE 599, (EXCEPTING THOSE PARCELS CONVEYED OUT) THE FRONTAGE (140.23') ON WILLOW STREET IS LESS THAN WHAT IS REMAINING FOR LOT B ON PLAN BOOK 61, PLAN 30. LAND OF THE ESTATE OF GEORGE ADAMS, NOW 63 WILLOW STREET (DEED PARCEL 1) WAS CONVEYED 44.44' ALONG WILLOW STREET, THIS LEAVING A REMAINDER OF 34.39' ALONG WILLOW STREET, NOT 40.23'. TITLE RESEARCH PERFORMED BY MAI HAS NOT FOUND A CONVEYANCE FROM ANGE ON GEORGE ADAMS TO ACCOUNT FOR THIS FIVE FOOT DISCREPANCY. MAI BELIEVES THE SURVEY/PLAN BY ALBERT RICHARDSON IN 1932 FOR THE SOCIETY-VACUUM CORPORATION (PLAN BOOK 61, PLAN 30) WAS IN ERROR.

RECORD OWNER:

HAMILTON DEVELOPMENT CORPORATION
P.O. BOX 2361
SOUTH HAMILTON, MASSACHUSETTS 01982
- DEED BOOK 33255 PAGE 599
(DOCUMENTS ON RECORD AT THE ESSEX SOUTH DISTRICT REGISTRY OF DEEDS)

REFERENCES:

- PLAN IN RECORD BOOK 2059, PAGE 600
- PLAN IN RECORD BOOK 2412, PAGE 517
- PLAN IN RECORD BOOK 2493, PAGE 1
- PLAN BOOK 56, PLAN 48
- PLAN BOOK 91, PLAN 30
- PLAN NO. 10 OF 1932
- PLAN NO. 129 OF 1943
- PLAN NO. 363 OF 1951
- PLAN NO. 237 OF 1957
- PLAN NO. 63 OF 1986
- PLAN BOOK 248, PLAN 03
- PLAN BOOK 294, PLAN 03
- PLAN BOOK 431, PLAN 41

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK'D
2	12/3/19	ADD SOL INFO	ACF	CEW
1	10/28/19	COMPLETE BATHING DRAININGS	ACF	CEW



59 & 63 WILLOW STREET

RECORD CONDITIONS PLAN OF LAND
(TO ACCOMPANY A SITE PLAN REVIEW APPLICATION)

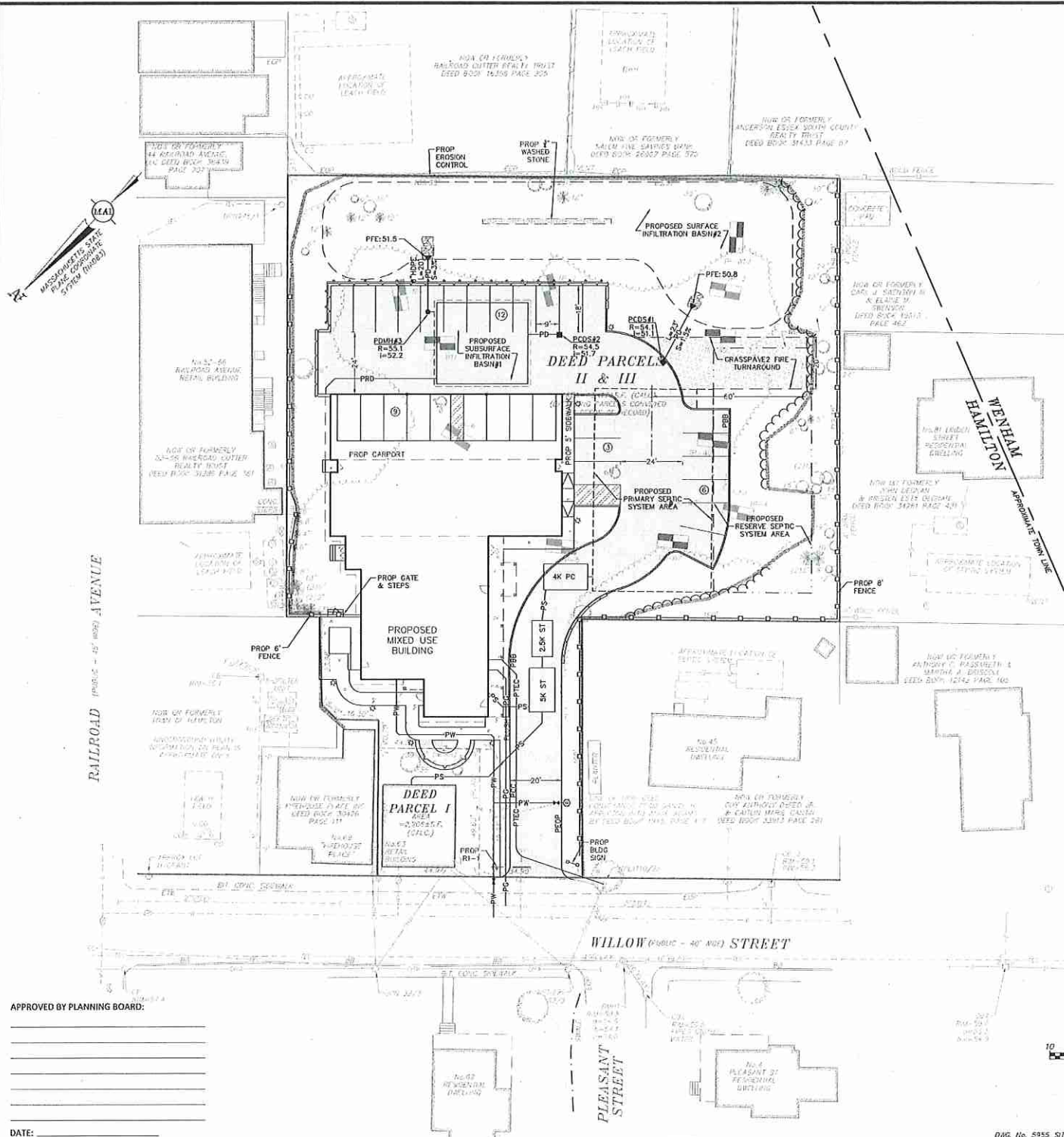
LOCATED IN
HAMILTON, MASSACHUSETTS
(ESSEX COUNTY)

PREPARED FOR
HAMILTON DEVELOPMENT CORPORATION
SCALE: 1" = 20' DATE: SEPTEMBER 16, 2019

MERIDIAN ASSOCIATES

500 CUMMINGS CENTER, SUITE 500
Beverly, Massachusetts 01915
TELEPHONE: (978) 290-0441
WWW.MERIDIANASSOC.COM

SHEET No. 2 OF 6
PROJECT No. 5955



APPROVED BY PLANNING BOARD:

DATE: _____

PROPOSED UTILITY NOTES:

- COORDINATE UTILITY CONSTRUCTION WITH ALL TRADES AND CORRESPONDING DESIGN PLANS FOR CONNECTION TO PROPOSED BUILDING AND SITE UTILITIES.
- PROPOSED ELECTRIC AND UTILITY CONNECTIONS DEPICTED HEREIN HAVE BEEN PROVIDED FOR SCHEMATIC PURPOSE ONLY. ACTUAL UTILITY CONFIGURATIONS SHALL BE DETERMINED BY RESPECTIVE UTILITY PROVIDERS, DEP. SPECIFICATIONS AND ARCHITECTURAL PLANS.
- LOCATION OF PROPOSED SUBSURFACE SEWAGE DISPOSAL SYSTEM AND COMPONENTS, SHOWN FOR SCHEMATIC PURPOSE ONLY. ALL DESIGN CALCULATIONS AND DETAIL FOR SYSTEM SHALL BE SHOWN ON SUBSURFACE SEWAGE DISPOSAL SYSTEM CONSTRUCTION PLANS WHICH WILL BE PROVIDED TO THE BOARD OF HEALTH FOR REVIEW AND APPROVAL.
- LOCATIONS OF ROOF DRAIN GUTTER DOWNSPOUTS TO BE COORDINATED WITH ARCHITECTURAL PLANS.
- PROPOSED BOLLARD LIGHTING SHOWN SCHEMATICALLY. SEE LIGHTING PLAN PREPARED BY SV DESIGN.

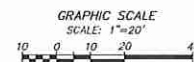
PROPOSED LEGEND

- PD - PROPOSED DRAIN LINE
- PRD - PROPOSED ROOF DRAIN LINE
- PW - PROPOSED WATER LINE
- PTC - PROPOSED TELEPHONE, ELECTRIC, CABLE
- PS - PROPOSED SEWER LINE
- PFM - PROPOSED FORCE MAIN
- PF - PROPOSED FENCE
- PG - PROPOSED GUARDRAIL
- PTB - PROPOSED BITUMINOUS BERM
- PE - PROPOSED EROSION CONTROL SOCK
- PTL - PROPOSED TREELINE
- PSH - PROPOSED PARKING SPACE COUNT
- PSMH - PROPOSED SEWER MANHOLE
- PCDS - PROPOSED VORTEX WITH GRATE
- PDH - PROPOSED DRAIN MANHOLE
- PFE - PROPOSED FLARED END
- PWG - PROPOSED WATER GATE
- PTM - PROPOSED TYPING
- PC - PROPOSED CONCRETE
- PBB - PROPOSED BITUMINOUS DRIVEWAY
- PGS - PROPOSED GRASSPAVEL SYSTEM
- PL - PROPOSED BOLLARD LIGHT
- PCB - PROPOSED BITUMINOUS BERM
- PCG - PROPOSED CONCRETE GUM
- PEP - PROPOSED EDGE OF PAVEMENT
- PR - PROPOSED
- RH - R/W ELEVATION
- RT - INVERT ELEVATIONS
- L - PROPOSED PIPE LENGTH
- S - PROPOSED PIPE SLOPE
- K - ONE THOUSAND
- ST - PROPOSED SEPTIC TANK
- PC - PROPOSED PUMP CHAMBER
- RT-1 - PROPOSED STOP SIGN

SEE RECORD CONDITIONS PLAN FOR EXISTING NOTES AND LEGEND

RECORD OWNER:

HAMILTON DEVELOPMENT CORPORATION
P.O. BOX 2381
SOUTH HAMILTON, MASSACHUSETTS 01982
- DEED BOOK 33255 PAGE 599



REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK'D
2	12/3/19	HYDRANT, STOP SIGN, EXTEND P&C	ACF	CEW
1	10/28/19	REMOVE WALK OVER BASIN	ACF	CEW

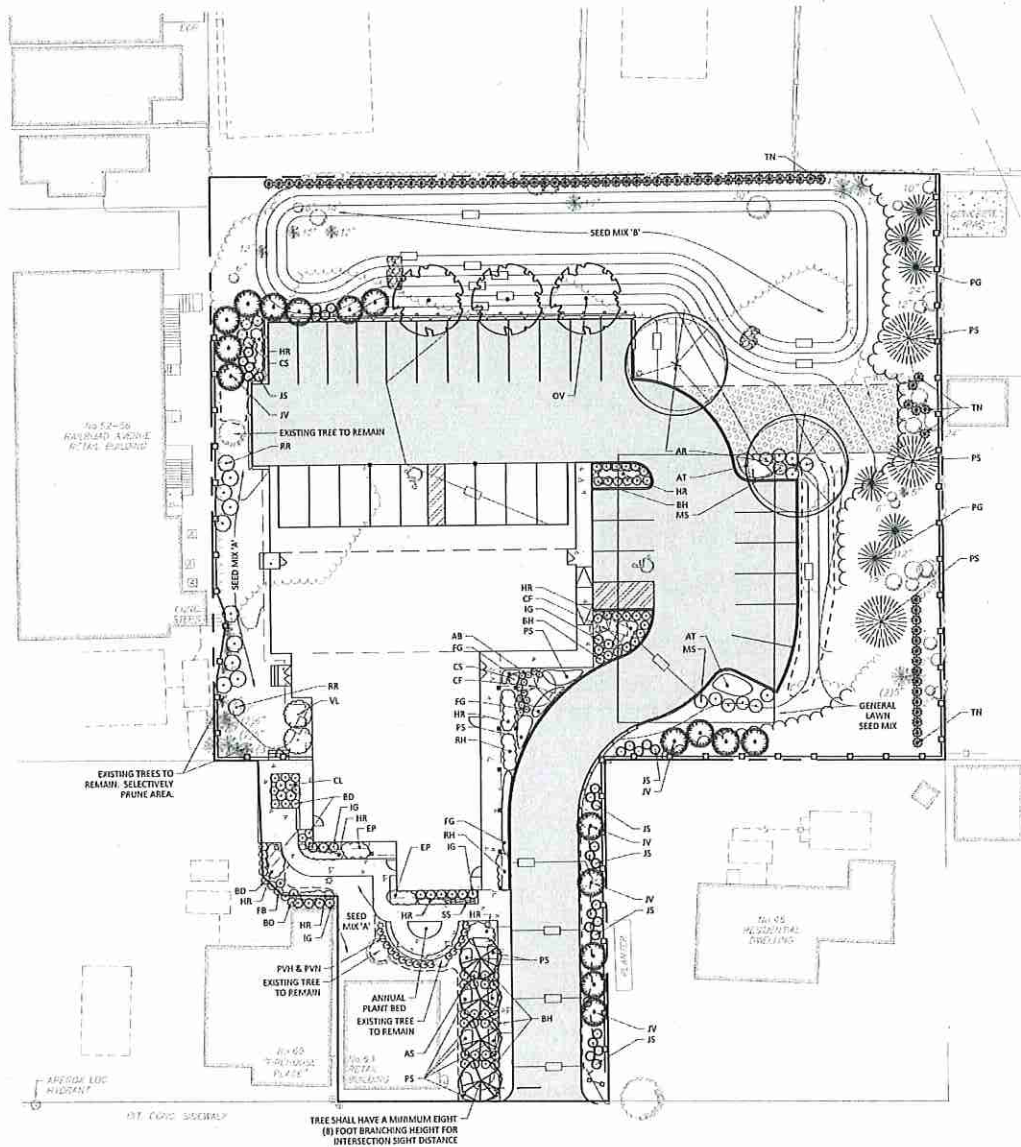


59 & 63 WILLOW STREET
PERMIT SITE UTILITY
(TO ACCOMPANY A SITE PLAN REVIEW APPLICATION)
LOCATED IN
HAMILTON, MASSACHUSETTS
(ESSEX COUNTY)

PREPARED FOR
HAMILTON DEVELOPMENT CORPORATION
SCALE: 1"= 20' DATE: SEPTEMBER 16, 2019

MERIDIAN ASSOCIATES
300 CUMMINGS CENTER, SUITE 500 60 MILK STREET, SUITE 302
BURLINGTON, MASSACHUSETTS 01813 WESTBOROUGH, MASSACHUSETTS 01581
TELEPHONE: (978) 299-0441 TEL/FAX: (508) 871-2010
WWW.MERIDIANASSOC.COM

SHEET No. 4 OF 6 PROJECT No. 5955



WILLOW (PUBLIC - 40' WDE) STREET

PLEASANT STREET

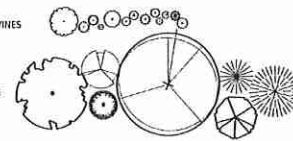
APPROVED BY PLANNING BOARD:

DATE: _____

PROPOSED LEGEND

SHRUBS, PERENNIALS, GROUNDCOVERS & VINES

EVERGREEN, SHADE & ORNAMENTAL TREES



LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE "AMERICAN STANDARD FOR NURSERY STOCK" PUBLISHED BY American Hort 2014 AND AS AMENDED.
2. ALL PLANT MATERIALS SHALL BE GUARANTEED FOR ONE YEAR FOLLOWING DATE OF FINAL ACCEPTANCE.
3. VERIFY LOCATIONS OF ALL EXISTING UTILITY LINES PRIOR TO PLANTING AND REPORT ANY CONFLICTS TO THE OWNER OR OWNER'S REPRESENTATIVE.
4. PROVIDE TREES, SHRUBS, AND GROUNDCOVERS AS SHOWN AND SPECIFIED. THE WORK INCLUDES: SOIL PREPARATION, INSTALLATION OF TREES, SHRUBS AND GROUNDCOVERS, PLANTING MIXES, MULCH AND PLANTING ACCESSORIES, WARRANTY, WATERING AND MAINTENANCE DURING CONSTRUCTION AND WARRANTY PERIODS.
5. BALLED AND BURLAPPED PLANTS MAY BE PLANTED IN THE SPRING FROM APRIL 1ST UNTIL JUNE 15TH AND IN THE FALL FROM AUGUST 15TH TO NOVEMBER 1ST.
6. PLANTING PLAN IS DIAGNOSTIC IN NATURE. FINAL PLACEMENT OF PLANTS TO BE APPROVED BY THE LANDSCAPE ARCHITECT IN THE FIELD.
7. ALL SHADE TREES ALONG SIDEWALKS SHALL HAVE A MINIMUM SIX (6) FOOT BRANCHING HEIGHT.
8. PLANT MATERIALS DEFECTED IN ROWS SHALL CONTAIN MATCHING PLANT SPECIMENS SPACED EQUALLY ALONG INDICATED AREA.
9. ALL PLANT MATERIALS AND LAWN AREAS TO BE MAINTAINED BY LANDSCAPE CONTRACTOR UNTIL FINAL WRITTEN ACCEPTANCE PROVIDED TO CONTRACTOR BY OWNER OR OWNER'S REPRESENTATIVE.
10. ALL PLANT MATERIALS TO REMAIN ALIVE AND BE IN HEALTHY, VIGOROUS CONDITION AND SHALL BE GUARANTEED FOR ONE YEAR FOLLOWING DATE OF FINAL WRITTEN ACCEPTANCE FROM THE OWNER OR OWNER'S REPRESENTATIVE.
11. ALL PLANT MATERIALS ARE INTENDED TO BE DROUGHT TOLERANT ONCE ESTABLISHED. NO IRRIGATION SYSTEM IS PROPOSED.
12. LOAM AND SEED ALL DISTURBED AREAS UNLESS OTHERWISE INDICATED ON PLAN. LOAM WITH TOPSOIL SPREAD TO A MINIMUM DEPTH OF SIX INCHES.
13. GENERAL LAWN SEED MIX: SEED OR PROVIDE SOO FOR ALL TURFGRASS LAWN AREAS WITH A DROUGHT TOLERANT TURFGRASS SEED MIX (80% TALL FESCUE, 10% PERENNIAL RYEGRASS, 10% KENTUCKY BLUEGRASS).
14. PERENNIALS, BULBS AND ANNUALS ARE TO BE PLANTED IN A WELL PREPARED BED WHICH SHALL INCLUDE PEAT AND SLOW RELEASE FERTILIZER. BEDS SHALL BE SKIMMED WITH ONE AND ONE-HALF (1-1/2) INCH TO TWO (2) INCH MULCH (INCLUDING GROUNDCOVERS).

PLANT SCHEDULE

QTY	SYM	LATIN NAME	COMMON NAME	SIZE	NOTES
TREES					
AR		Acer rubrum	Red Maple	3"-3.5" Cal. B&B	DR DT N Red Fall Color March-April
AS		Acer saccharum 'Fatigata'	Columnar Sugar Maple	3"-3.5" Cal. B&B 12' OC	DT N Greenish-yellow Birds Fall Interest March
CF		Cornus florida 'Cherokee Princess'	Cherokee Princess Flowering Dogwood	3"-3.5" Cal. B&B	DR N White Birds/Butterflies April-May
JS		Juniperus scopulorum 'Blue Arrow'	Blue Arrow Rocky Mountain Juniper	6'-7' Ht. B&B 36" OC	DR DT N ST Blue Green Evergreen
JV		Juniperus virginiana	Eastern Red Cedar	10'-12' Ht. B&B	DR DT N ST Blueish/Black Fruit Wildlife Evergreen
OV		Ostrya virginiana	Eastern Hop Hornbeam	3"-3.5" Cal. B&B	DR DT N Red-Brown (M)/Light Green (P) April
PG		Picea glauca	White Spruce	7'-8' Ht. B&B	DR N Birds/Small Mammals Evergreen Winter Interest
PS		Pinus strobus	Eastern White Pine	8'-10' Ht. B&B	DR DT N Birds Evergreen Winter Interest
TN		Thuja occidentalis 'Higra'	American Arborvitae	6'-7' Ht. B&B 36" OC	DR N Evergreen Winter Interest
SHRUBS					
AB		Azalea 'Blauw's Pink'	Blauw's Pink Azalea	18"-24" Ht. #3 Pot 24" OC	Salmon Pink Showy Pollinators Evergreen April-May
CS		Cornus sericea 'Farrow' Arctic Fire'	Arctic Fire Redosier Dogwood	24"-30" Ht. #3 Pot 36" OC	DT N ST White Birds/Butterflies Fall/Winter Interest May-June
IG		Ilex glabra 'Shamrock'	Shamrock Inkberry	24"-30" Ht. B&B 36" OC	DR DT N ST Greenish-White Birds Evergreen May-June
RR		Rhododendron maximum 'Roseum'	Rosebay Rhododendron	30"-36" Ht. B&B 60" OC	DT Reddish/Pink Showy Heavy Shade Evergreen June-July
VL		Viburnum lentago	Nannyberry Viburnum	36"-48" Ht. #7 Pot	DR N ST White Birds/Butterflies Shade Tolerant May
ORNAMENTAL GRASSES					
CL		Chasmanthium latifolium	Northern Sea Oats	#2 Pot 18" OC	N ST Green Fall Color Winter Interest Shade August-September
FG		Festuca glauca 'Elijah Blue'	Elijah Blue Fescue	#1 Pot 12" OC	DT DR ST Green-Purple Tinge June-July
MS		Miscanthus sinensis 'Gracillimus'	Maiden Grass	#3 Pot 48" OC	DR DT ST Copper Birds Winter Interest August-February
PVH		Panicum virgatum 'Heavy Metal'	Heavy Metal Switchgrass	#3 Pot 24" OC	DR DT N ST Pink-Tinged Winter Interest July-February
PVN		Panicum virgatum 'Northwind'	Northwind Switchgrass	#3 Pot 24" OC	DR DT N ST Yellow Winter Interest July-February
SS		Schizachyrium scoparium	Little Bluestem	#2 Pot 18" OC	DR DT N ST Bronze Winter Interest August-February
PERENNIALS & GROUNDCOVER					
AT		Aster tataricus	Tartarian Aster	#1 Pot 24" OC	DR Violet-Blue with Yellow Butterflies Showy September
EP		Echinacea purpurea	Purple Coneflower	#1 Pot 18" OC	DR DT N ST Purple Birds/Butterflies June-August
HR		Hemerocallis 'Happy Returns'	Happy Returns Daylily	#1 Pot 12" OC	DR DT ST Yellow Butterflies Fragrant June-October
BD		Hosta 'Big Daddy'	Big Daddy Hosta	#1 Pot 30" OC	ST White-Pale Lavender Hummingbirds Showy Heavy Shade July-August
FB		Hosta 'Fragrant Bouquet'	Fragrant Bouquet Hosta	#2 Pot 30" OC	ST White Fragrant Hummingbirds Heavy Shade June-July
BH		Juniperus horizontalis 'Bar Harbor'	Bar Harbor Juniper	#3 Pot 36" OC	DR DT N ST Blue-Gray Foliage Evergreen Winter Interest
PS		Phlox subulata 'Drummond's Pink'	Drummond's Pink Phlox	#1 Pot 12" OC	DR DT N Pink Birds/Butterflies April-June
RH		Rudbeckia hirta	Black-eyed Susan	#1 Pot 18" OC	DR DT N ST Yellow Butterflies June-September

ABBREVIATIONS:
B&B: BALL AND BURLAP
CAL: CALIPER
DIL: DEER RESISTANT
DT: DROUGHT TOLERANT
N: NATIVE
OC: ON CENTER
ST: SALT TOLERANT

SEED MIXES:

- A. NEW ENGLAND SEMI-SHADE GRASS AND FORBS SEED MIX (as provided by New England Wetland Plants, Inc. or approve equal)
Virginia Wildrye (Elymus virginicus), Canada Wild Rye (Elymus canadensis), Partridge Pea, (Chamaecrista fasciculata), Red Fescue, (Festuca rubra), Spiked Gayfeather/Harsh Blazing Star (Liatris spicata), Sensitive Fern (Onoclea sensibilis), Zigzag Aster (Aster prenanthoides/Symphotrichum prenanthoides), Hollow-Stem Joe Pye Weed (Eupatorium fistulosum/Eutrochium fistulosum), White Avena, (Avena canadensis), Eastern Columbine (Aquilegia canadensis), Path Rush (Juncus tenuis)
- B. NEW ENGLAND EROSION CONTROL/RESTORATION MIX FOR DETENTION BASINS (as provided by New England Wetland Plants, Inc. or approve equal)
Riverbank Wild Rye (Elymus riparius), Creeping Red Fescue (Festuca rubra), Little Bluestem (Schizachyrium scoparium), Big Bluestem (Andropogon gerardii), Switch Grass (Panicum virgatum), Upland Bentgrass (Agrostis perennans), Heddige Bur Marigold (Bidens cernua), Hollow-Stem Joe Pye Weed (Eupatorium fistulosum/Eutrochium fistulosum), New England Aster (Aster novae-angliae), Boneset (Eupatorium perfoliatum), Blue Vervain (Verbena hastata), Soft Rush (Juncus effusus), Wool Grass (Scleroporum cyperinus).



SCALE: 1" = 20'



REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK'D
2	12/3/19	REVISED PLANTS PER COMMENTS	JBT	CEW
1	10/28/19	ADDED PLANTS PER COMMENTS	JBT	CEW

DWG. No. 5955-LAND



59 & 63 WILLOW STREET
PERMIT LANDSCAPE PLAN
(TO ACCOMPANY A SITE PLAN REVIEW APPLICATION)
LOCATED IN
HAMILTON, MASSACHUSETTS
(ESSEX COUNTY)

PREPARED FOR
HAMILTON DEVELOPMENT CORPORATION
SCALE: 1" = 20' DATE: SEPTEMBER 18, 2019



MERIDIAN ASSOCIATES

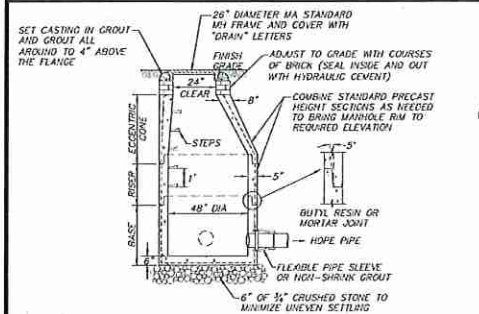
50 CANNING CENTER, SUITE 550
BEVERLY, MASSACHUSETTS 01915
TELEPHONE: (978) 269-0337
WWW.MERIDIANASSOCIATES.COM

60 MILK STREET, SUITE 302
WESTBOROUGH, MASSACHUSETTS 01581
TELEPHONE: (508) 871-7009

SHEET No. 5 OF 6

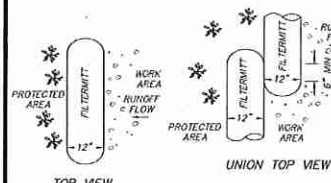
PROJECT No. 5955

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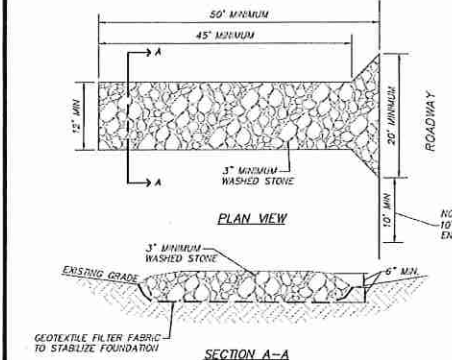


- NOTES:
1. 48" DIAMETER DRAIN MANHOLE AS MANUFACTURED BY SHEA CONCRETE PRODUCTS OR EQUAL.
 2. CONCRETE: 4,000 PSI MINIMUM AFTER 28 DAYS.
 3. REINFORCED STEEL CONFORMS TO LATEST ASTM A185 SPEC. 0.12 SQ IN./LINEAL FT AND 0.12 SQ IN. (BOTH WAYS) BASE EDITION.
 4. H-20 DESIGN LOADING PER AASHTO HS-20-44; ASTM C478 SPEC FOR PRECAST REINFORCED CONCRETE MANHOLE SECTIONS.
 5. BUTTE RESIN SECTION JOINT CONFORMS TO LATEST ASTM C930 SPEC.
 6. STEEL REINFORCED CONCRETE POLYPROPYLENE PLASTIC STEP CONFORMS TO LATEST ASTM C478 SPEC.
 7. PROVIDE EXTERIOR DAMPROOFING AS REQUIRED.

DRAIN MANHOLE DETAIL (NOT TO SCALE)



EROSION CONTROL SOCK - FILTERMITT DETAIL (NOT TO SCALE)



APPROVED BY PLANNING BOARD:

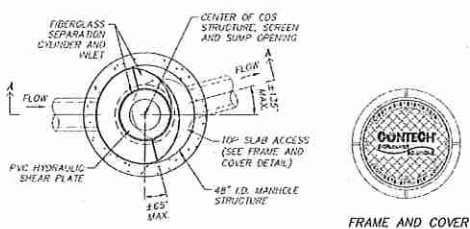
DATE: _____

FILTERMITT COMPONENTS:

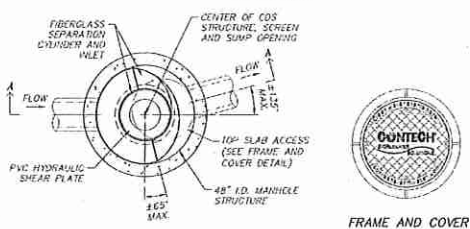
- OUTSIDE CASING: 100% ORGANIC HESSIAN
- FILTER INGREDIENT: FIBER ROOT MULCH
- BLEND OF COARSE & FINE COMPOST & SHREDDED WOOD
 - PARTICLE SIZES: 100% PASSING A 3" SCREEN; 90-100% PASSING A 1" SCREEN; 70-100% PASSING A 0.75" SCREEN; 30-75% PASSING A 0.25" SCREEN
 - WEIGHT: APPROXIMATELY 850 LBS/CU YD (AVE. 30 LBS/SQ FT)
- NOTE:
- PROVIDE FILTERMITT EROSION CONTROL AS MANUFACTURED BY GROUNDCAPES EXPRESS, INC. P.O. BOX 737 WINTHROP, MA 02093 (508)-384-7140 OR EQUAL

FILTERMITT INSTALLATION:

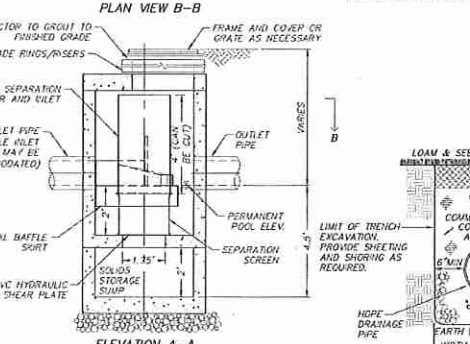
- SECTIONS CAN BE CONSTRUCTED ON SITE IN LENGTHS FROM 1' TO 100'.
- SECTIONS CAN ALSO BE DELIVERED TO THE SITE IN LENGTHS FROM 1' TO 8'.
- THE FLEXIBILITY OF FILTERMITT ALLOWS IT TO CONFORM TO ANY CONTOUR TERRAIN WHILE HOLDING A SLIGHTLY OVAL SHAPE AT 12" HIGH BY 12" WIDE.
- WHERE SECTION ENDS MEET, THERE SHALL BE AN OVERLAP OF 6" OR GREATER.



INLET WITH INTERIOR MANIFOLD SUBSURFACE INFILTRATION FACILITY (NOT TO SCALE)



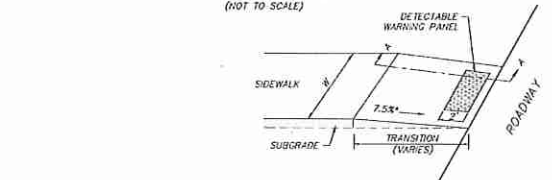
FRAME AND COVER



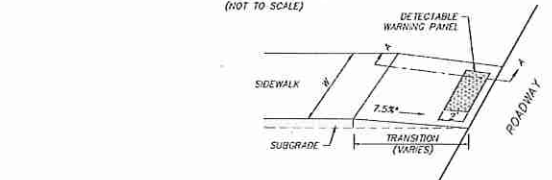
ELEVATION A-A

- NOTES:
1. PROVIDE CDS 2015-4-C AS MANUFACTURED BY CONTECH ENGINEERING SOLUTIONS OR EQUAL.
 2. UNIT CAN BE CONFIGURED WITH GRATED COVER AS NECESSARY.

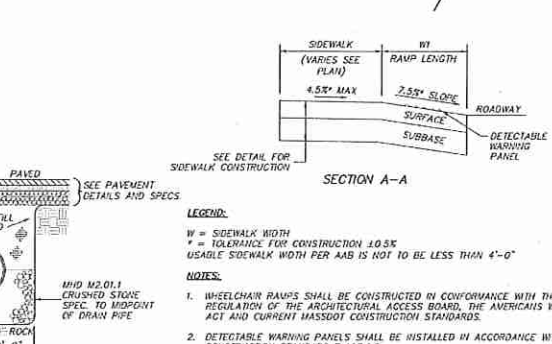
CONTECH CDS DETAIL (NOT TO SCALE)



SUBSURFACE INFILTRATION FACILITY (NOT TO SCALE)



STRAIGHT WHEELCHAIR RAMP (NOT TO SCALE)



IN-LINE WHEELCHAIR RAMP (NOT TO SCALE)

- NOTES:
1. WHEELCHAIR RAMPS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE CURRENT REGULATION OF THE ARCHITECTURAL ACCESS BOARD, THE AMERICANS WITH DISABILITIES ACT AND CURRENT MASSDOT CONSTRUCTION STANDARDS.
 2. DETECTABLE WARNING PANELS SHALL BE INSTALLED IN ACCORDANCE WITH MASSDOT CONSTRUCTION STANDARD E 107.6.5.

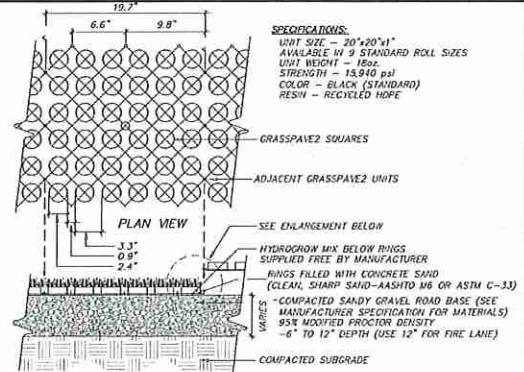
STRAIGHT WHEELCHAIR RAMP (NOT TO SCALE)

NO.	DATE	DESCRIPTION	BY	CHK'D
2	12/3/19	GRASSPAVE2	ACF	CEW
1	10/28/19	WOOD GUARD RAIL	ACF	CEW
1	10/28/19	WOOD GUARD RAIL	ACF	CEW

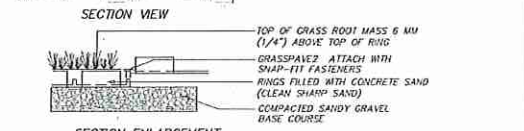
DWG. No. 5955_DET

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK'D
2	12/3/19	GRASSPAVE2	ACF	CEW
1	10/28/19	WOOD GUARD RAIL	ACF	CEW
1	10/28/19	WOOD GUARD RAIL	ACF	CEW



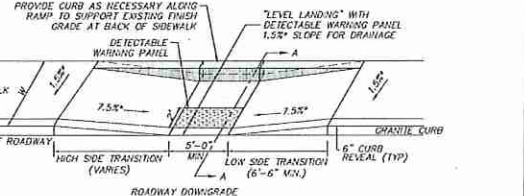
TYPICAL GRASSPAVE2 DETAIL (NOT TO SCALE)



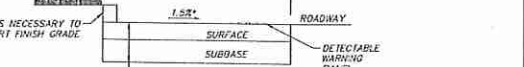
SECTION ENLARGEMENT

- NOTES:
1. GRASS/PLANT TYPES SHALL BE SPECIFIED BY A LANDSCAPE ARCHITECT OR LANDSCAPE DESIGNER.
 2. PROVIDE GRASSPAVE2 AS MANUFACTURED BY HYVIESE STRUCTURES, INC. (800-233-1810)

TYPICAL GRASSPAVE2 DETAIL (NOT TO SCALE)



ROADWAY DOWNGRADE



SECTION A-A

- LEGEND:
- NSL = HIGH SIDE TRANSITION (SEE MASSDOT CONSTRUCTION STANDARD E 107.9.0)
- W = SIDEWALK WIDTH
- T = TOLERANCE FOR CONSTRUCTION ±0.5"
- USABLE SIDEWALK WIDTH PER AAB = W - H
- USABLE SIDEWALK WIDTH PER AAB IS NOT TO BE LESS THAN 4'-0"

- NOTES:
1. WHEELCHAIR RAMPS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE CURRENT REGULATION OF THE ARCHITECTURAL ACCESS BOARD, THE AMERICANS WITH DISABILITIES ACT AND CURRENT MASSDOT CONSTRUCTION STANDARDS.
 2. DETECTABLE WARNING PANELS SHALL BE INSTALLED IN ACCORDANCE WITH MASSDOT CONSTRUCTION STANDARD E 107.6.5.

IN-LINE WHEELCHAIR RAMP (NOT TO SCALE)

59 & 63 WILLOW STREET
PERMIT DETAILS
(TO ACCOMPANY A SITE PLAN REVIEW APPLICATION)
LOCATED IN
HAMILTON, MASSACHUSETTS
(ESSEX COUNTY)

PREPARED FOR
HAMILTON DEVELOPMENT CORPORATION
SCALE: AS NOTED DATE: SEPTEMBER 18, 2019

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SHEET No. 6 OF 6
PROJECT No. 5955

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