



Town of Hamilton
Select Board
Monday, April 22, 2024

7:00 PM

- Bill Wilson
- Caroline Beaulieu
- Tom Myers
- Bill Olson
- Rosemary Kennedy

AMENDED AGENDA

This is a ZOOM only meeting. We expect to return to a hybrid meeting format on May 6, when the Select Board begins meeting in the Hamilton-Wenham Library Meeting Room.

Join Zoom Meeting

<https://us02web.zoom.us/j/81601629472?pwd=KzBaWGt5SXdiMExFRHdHTEZzTDFVUT09>

Meeting ID: 816 0162 9472

Passcode: 095814

One tap mobile

+13092053325,,81601629472#,,,,*095814# US

+13126266799,,81601629472#,,,,*095814# US (Chicago)

Dial by your location

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 646 931 3860 US

• +1 929 205 6099 US (New York)

7:00 p.m.	Call to order
ANNOUNCEMENTS & BOARD OPENINGS	
	<p>Board and Committee openings:</p> <ul style="list-style-type: none"> • Community Preservation Committee – 1 opening • Conservation Commission – 2 openings • Council on Aging - 2 associate openings • Finance and Advisory Committee - 1 associate opening • Historic District Commission - 2 openings for 3 year terms, 2 openings for 2 year terms (one must be a resident of the Historic District and one must be a resident Realtor) • Human Rights Commission - 1 opening • Planning Board - 1 associate opening • Zoning Board of Appeals – 1 associate opening •
	Public Comment (3 minutes on topics not already on the agenda)

Items may be heard out of the listed order. The agenda items listed are those items which were reasonably anticipated by the Chair to be discussed at the meeting. Not all items listed on the agenda may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

AGENDA

7:15 p.m.

- Organize the Select Board for the coming year
 - Nominations and Votes for Select Board Chair
 - Nominations and Votes for Select Board Vice Chair
 - Nominations and Votes for Select Board Clerk/Secretary
- Approve Appointment of Shawn Farrell to the Community Preservation Committee - Vote
- Approve banner request for HW Garden Club on banner rack on Bay Road - Vote
- Approve banner request for Patton Homestead Music Series Banner on Tennis Courts – Vote
- Approve use of Perpetual Care Funds (\$3,084) for annual grub treatment at Hamilton Cemetery – Vote
- Review Draft letter to MSBA RE: offer of 50-year lease to the Cutler School Site to the Hamilton Wenham Regional School District – Vote
- Discuss Draft Agreement with Chebacco Realty Trust for Friendly 40B and support at the ZBA
- New Business

TOWN OF HAMILTON
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

Board/Committee of Interest:

Community Preservation Committee

Would you consider another Committee: yes no

For how long should we keep your application on file? As long as needed.

Full Name: Shawn Farrell

Title (please circle) Mr. Ms./Mrs.

Home Address: 15 Hamilton Ave. Hamilton, MA 01982

Length of Residence in Hamilton: 20 + years

Occupation: Educator

Home Phone: (978) 468-2528 Cell (401) 529-9052

Home E-mail: sf.studios@hotmail.com

If you currently serve on a Board or Committee, please identify:

Recently served on the Select Board and CPC

Special Training, Interests, Qualifications: See above

Have you been asked by a Committee to become a member? Yes

How did you hear about the Committee? By being a part of it previously.

Please attach a current resume, if possible. Add any comments below or on a separate page.

Signature: Shawn Farrell Date: 4/11/24

Received by
Signature: Jamie Wilson Date: 4/11/24

Joe Domelowicz

From: Laurie Wilson
Sent: Tuesday, April 9, 2024 3:37 PM
To: Joe Domelowicz
Subject: FW: Agenda item for 4/22/24 SB mtg

For April 22 SB meeting, request for banner.

Thanks,
Laurie

From: Anne Hughen <ahughen@hamiltonma.gov>
Sent: Tuesday, April 9, 2024 3:00 PM
To: Laurie Wilson <lwilson@hamiltonma.gov>
Subject: Agenda item for 4/22/24 SB mtg

Hello Laurie,

Could you please put a request for the Hamilton-Wenham Garden Club to hang a banner advertising their annual plant sale in front of the Council on Aging building from May 4, 2024 to May 11, 2024 on the agenda for the next Select Board meeting on April 22, 2024?

Thank you!
Anne

Anne R. Hughen
Town Clerk's Office - Administrative Assistant

Town of Hamilton
650 Asbury St.
P.O. Box 429
Hamilton, MA 01936-0249
978-468-5570 ext. 3

Town Website: www.hamiltonma.gov
Town Clerk's Webpage: <https://www.hamiltonma.gov/government/town-clerk/>
Dog License Renewals Online: <https://epay.cityhallsystems.com/>

Joe Domelowicz

From: Holly Erickson
Sent: Tuesday, April 9, 2024 10:58 AM
To: Laurie Wilson
Cc: Joe Domelowicz; Sean Timmons
Subject: Music Banner

Hi!

The Patton Homestead Spring Music Series is scheduled to run from 5/23-6/13; I would like to hang my event banner on the tennis court fence from 5/6-6/17. I believe I need permission from the Select Board, so would it be possible to add my banner request to the 4/22 consent agenda?

Thank you!
Holly

Holly Erickson

Director of the Patton Homestead
650 Asbury Street
Hamilton, MA 01982
herickson@hamiltonma.gov

Joe Domelowicz

From: Tim Olson
Sent: Tuesday, April 16, 2024 8:22 AM
To: Joe Domelowicz
Cc: Wendy Markiewicz; Laurie Wilson
Subject: Annual Grub Treatment
Attachments: 2024-4-11_DPW2024-034_SavATree_Grub Treatment.pdf

Hi Joe,

I would like to request use of perpetual care funds for the annual grub treatment at the Hamilton Cemetery.

Can I be included in the April 22nd SB meeting agenda?

Also, I plan to have the information for additional ARPA funding for roadways and sidewalks and Patton Park for the 5/6 meeting.

Thanks

Tim

Timothy J. Olson

Town of Hamilton
Director of Public Works
577 Bay Road
PO Box 429
Hamilton, MA 01982
P: 978-626-5227
F: 978-468-5582
tolson@hamiltonma.gov

When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record and is subject to requests under MGL c.66 §10. This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please indicate to the sender that you have received this email in error, and delete the copy you received. Please do not print, copy, retransmit, disseminate, or otherwise use the information.



TOWN OF HAMILTON
 577 Bay Rd. Hamilton, Ma 01982

No: DPW2024-034

PURCHASE ORDER

VENDOR

Name SavATree
 Address 29885 Network Place
 City Chicago State IL ZIP 60673
 Phone 978-739-2300

Misc

Date 4/11/2024
 Order No. _____
 Cust. # _____
 Contract # _____

Qty	Description	Unit Price	TOTAL
1	Grub Treatment See attached quote	\$ 3,084.00	\$ 3,084.00

Subtotal \$ 3,084.00
 Shipping _____

Lease Rate(s) _____
 Tax Rate \$ -
TOTAL \$ 3,084.00

Tax Exempt No: 046-001-168

Comments: Cemetery Perpetual Care

Office Use Only

 Department Head

 Town Accountant

The Accounting Department of the Town of Hamilton confirms the funds are available and encumbered for payment in net 30 days from delivery goods and/or service unless other financing arrangements have been agreed to by both parties.

2024 Integrated Lawn Care Program
Hamilton Cemetery, Mr. Peter Cobb
For Service at: 577 Bay Road, South Hamilton

Phone: (978) 739-2300 Fax: (978) 739-2323

Current Program

Specialty Treatments:

Grub Solo Treatment

\$3,084.00

Grubs feed on the roots of the grass plants late August-October and can cause severe damage. This preventive treatment is applied in late May - early August. Rain or watering this application improves effectiveness.

Total for 1 services **\$3,084.00**

7% Prepay Discount \$215.88

Prepay Subtotal \$2,868.12

Tax \$0.00

TOTAL PREPAY DUE TO SAVE 7% \$2,868.12

Account Key:4363053 Billing:4331654 MID 17 B



Return enclosed coupon or visit savatree.com/renew to prepay or renew.

LETTERHEAD

Hamilton Wenham Regional School District

RE: Town of Hamilton commitment to long-term lease of property for school building project

This letter is to inform the Hamilton Wenham Regional School District of the Town of Hamilton's commitment to the on-going Cutler School Building project and of the town's intention and willingness to commit to a long-term lease of the Cutler School property, located at 237 Asbury St in Hamilton, based on the will of the voters.

On March 18, 2024, at a regularly scheduled and posted Select Board meeting the Hamilton Select Board voted 4-0, of the members present, in favor of committing the town to a 50-year lease of the property at 237 Asbury Street, to the Hamilton Wenham Regional School District to continue to operate an elementary school at the site.

The Select Board vote does not favor any particular school building option currently being considered by the Cutler School Building Committee during the feasibility study and the Board expects that the Cutler School Building Committee will consider all public input before making a decision on a preferred option.

The Select Board will plan to bring the issue of the 50-year lease to the Annual Town Meeting in April 2025, so that the Town Meeting can consider the lease as well as the final school building option.

MEMORANDUM OF AGREEMENT
Town of Hamilton and Chebacco Hill Capital Partners LLC
_____ , 2024

This Agreement (“Agreement”) is entered into by and between Chebacco Hill Capital Partners LLC (“Developer”), with a usual place of business at 176 Barton Road, Stow, MA 01775, and the Town of Hamilton, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 577 Bay Road, Hamilton, MA 01936 (“Town”), acting by and through its duly elected Select Board (with the Developer, Town and Select Board collectively referred to herein as the “Parties.”), regarding the proposed G.L. c. 40B development at 133 Essex Street, Hamilton, MA, consisting of 56.81 acres more or less (“Property”). The proposed development consists of 59 mixed income residential dwelling units in 32 buildings. The development includes 44 age-restricted units priced at market rate, and 15 units income restricted to households at or below 80% of AMI. The market rate units will not allow householders under the age of 18. The income restricted units will allow householders of any age as long as one household member is age 55 or older. Building styles will be a mixture of single, duplex, and triplex unit layouts. All units will be energy-efficient with two bedrooms, 2 ½ bathrooms, two garages, and a primary bedroom attached to an en-suite on the first floor.

WHEREAS, the Town has not yet achieved and seeks to achieve the goal of ten percent affordable housing as defined under the affordable housing statute and regulations, respectively, G.L. c. 40B, §§20-23 and 760 CMR 56.00;

WHEREAS, the Town desires to consider the approval of additional affordable housing to increase its affordable housing stock in an effort to reach ten percent;

WHEREAS, the Developer has submitted an application for a Comprehensive Permit pursuant to G.L. c. 40B to the Town of Hamilton Zoning Board of Appeals for a public hearing. Said application is seeking the approval of 59 units of for-sale housing (condominiums), of which 25% shall be affordable housing units, under G.L. c. 40B, §§20-23 (the “Project”);

WHEREAS, the Property is currently owned by Country Squire Realty Inc. (“Owner”), and Developer has executed a Purchase and Sale Agreement to acquire the Property from the Owner;

WHEREAS, the obligations and benefits as stated in this Agreement are contingent upon the Developer acquiring title to the Property from the Owner;

NOW THEREFORE, based upon good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Parties agree as follows:

I. DEVELOPER’S UNDERTAKINGS

A. The Project shall consist of no more than 59 residential rental units, of which the maximum allowed by the Executive Office of Housing and Livable Communities (“EOHLC”) shall be targeted for local preference, and such marketing plan details to ensure this standard is met shall be filed prior to the issuance of any occupancy permit.

B. The 32 buildings shall consist of 59 units with a maximum of 118 bedrooms.

C. The Developer shall provide the proposed mitigation provided in its application to the Zoning Board of Appeals dated March 22, 2024 including:

- 1) Trail Connection: The Project includes a trail connection to Chebacco Woods through the Site from Chebacco Road to be provided in perpetuity with a donated easement to the Town.
- 2) Public Parking: The Project includes a public trail head parking area at the entrance to the Site on Chebacco Road to aid in trail access. The Parking area will include an electric vehicle (“EV”) charging station open to the public.
- 3) Conservation Restricted Open Space: The Site is 56.81 acres, plus or minus. Of that amount only 16 acres will be used for the development of the Project. In total only 228,646 SF (5.25 acres) of the Project will be impervious. The Applicant proposes that the remaining approximately 40 acres, plus or minus, which are contiguous to Chebacco Woods will have a Conservation Restriction to be held by the Town.
- 4) Support for Council On Aging: The Applicant will donate \$70,000 to the Town of Hamilton Council on Aging to fund a handicapped vehicle. The funds would be paid as follows: payment #1: \$35,000 within ten days of the conveyance of the second market rate unit at the Village at Chebacco Hill and payment # 2: \$35,000 within ten days of the conveyance of the fourth market rate unit at the Village at Chebacco Hill.

D. Further, the Developer is proposing mitigation related to the water line on Chebacco Road whereby the Developer will provide \$100,000 to the Town to be used for the extension of the water main down Chebacco Road beyond the site drive. The funds will be paid as follows: \$30,000 after the 15th market unit sale, \$35,000 after the 20th market unit sale, and \$35,000 after the 25th market unit sale.

E. Twenty-five percent of the units shall be affordable pursuant to G.L. c. 40B, §§20-23 (the “Affordable Units”). The Affordable Units at the Project shall be permanently restricted as affordable, and shall remain affordable so long as the Project continues to benefit from the comprehensive permit because the Project does not conform to zoning requirements. The Town may also require that a separate permanent restrictive covenant providing for a right to enforce affordability restrictions in the event that the EOHLC Affordable Housing Restriction is not sufficient.

F. Developer agrees that it shall not assert to the ZBA or to the Housing Appeals Committee or to any other entity that the payment of any of the improvements or costs detailed in this agreement causes or contributes towards causing the Project to be uneconomic under G.L. c. 40B or 760 CMR 56.00, et seq., provided that all of the terms of this Agreement are satisfied.

G. The obligations hereunder shall be enforceable only if a comprehensive permit is granted and takes final effect without altering the terms and conditions of this Agreement. If there are

changes to the Project in the future that are not detailed in this Agreement, then Developer shall return to the Select Board to seek to amend this Agreement.

H. Commencement of construction of the Project shall begin no later than 24 months from the date the comprehensive permit is recorded as defined in 760 CMR 56.03(2)(b).1. (unless the comprehensive permit is appealed by a person that is not a party to this Agreement, in which case construction shall commence six months after the comprehensive permit becomes final and all appeals have been exhausted and completed). The Developer agrees to file the necessary paperwork with the Building Commissioner to obtain the necessary building permits within 12 months of recording the comprehensive permit is recorded as defined in 760 CMR 56.03(2)(b).1, subject to the Developers election to extend this up to 6 additional months with notice up to 30 days prior to the end of the 12-month period. Developer will record the decision at the Registry of Deeds no later than 7 days after a certificate of no appeal has been issued by the Hamilton Town Clerk. Developer shall make diligent efforts to ensure that construction of the Project continues without interruption or unreasonable delay so as to satisfy the requirements of 760 CMR 56.03(2)(c) for the units to be counted and remain on the Town's Subsidized Housing Inventory as maintained by EOHLC.

I. Developer shall cooperate with the Town and in a timely manner, provide the Town Manager and Town Planner with all relevant information and material to support applications by the Town to EOHLC to add the Project's units to the Subsidized Housing Inventory (SHI).

J. Developer shall pay all reasonable monitoring fees required by EOHLC and enumerated in the Regulatory Agreement to be executed with the Town and EOHLC. If EOHLC discontinues monitoring this project, and the Town is required to take on that role, then the Developer will pay such monitoring fees which are consistent with those specified in the Regulatory Agreement to the Town or other entity which acts as Monitoring Agent.

K. The Developer acknowledges and agrees to its obligations herein stated and shall be bound in contract to such obligations, said obligations to be enforceable by a court of competent jurisdiction.

L. The Parties agree that failure of the Developer to make payment of the amount specified in Items C.4 or D above will constitute grounds for rescission of any building permit(s) that have been issued for the Project and that no party will assert otherwise in any proceeding. Town building and other permit and inspectional fees shall be paid in full by the Developer.

M. Developer agrees that this Agreement shall bind it and its successors in interest and that the Town may record a Notice of this Agreement against the Property once the Developer takes title to the Property and the comprehensive permit has been issued.

II. TOWN'S UNDERTAKINGS

A. The Select Board will provide a letter of support for the proposed Project and offered mitigation to the Zoning Board of Appeals and will continue to support the Project as presented by the Developer and as subject to this Memorandum of Agreement.

III. PARTIES' RIGHT TO CANCELLATION

A. If the comprehensive permit issued for the Project: (a) increases the number of units or bedrooms other than as agreed to above; (b) decreases the number of Affordable Units agreed to above; or (c) substantially changes the location and/or size and height of the building as shown on the Plans presented to the Select Board by Developer and filed with the Application, the Select Board may, within thirty days of issuance of the comprehensive permit, give written notice of such inconsistency to Developer, and if Developer fails to initiate and diligently pursue a conforming amendment to the comprehensive permit, the Select Board may withdraw its support of the Application and the Project by providing written notice of the same to Developer.

B. If the Property is not conveyed to the Developer or an affiliated entity controlled by the principals of the Developer, this Agreement is deemed null and void.

IV. MISCELLANEOUS

A. Any breach of this Agreement shall be enforceable by the Parties.

B. Any amendment to this Agreement shall occur only pursuant to a written amendment that is duly authorized by the Parties and then duly executed by the Parties.

C. The Parties acknowledge they had advice of counsel before executing the Agreement.

D. Notice of this Agreement may be recorded by either party when or after the application for the comprehensive permit is submitted, but a discharge shall be provided if the Agreement is cancelled as provided for hereunder; otherwise this Agreement shall bind all of Developer's successors in interest including any transferee pursuant to 760 CMR 56.05(12)(b).

E. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Developer and its successors in interest agree to submit to the jurisdiction of any appropriate Massachusetts court for the adjudication of any dispute arising out of this Agreement.

F. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. An electronic signature on this Agreement shall have the same effect as an original.

G. All notices and other communications required or permitted to be given under or by reason of this Agreement shall be in writing and may be delivered by electronic mail, facsimile, US mail or overnight mail. Notices, demands, and communications will, unless another address is specified in writing, be sent to the persons and at the addresses indicated below:

For the Select Board:

KP Law, P.C.
101 Arch Street
Boston, MA 02110

With a copy to the Town Manager and Select Board Chair:

Town Manager
577 Bay Road
Hamilton, MA 01936

To Developer:

Chebacco Hill Capital Partners LLC
176 Barton Road
Stow, MA 01775

With a copy to:

Lisa Mead, Esq.
Mead, Talerman & Costa LLC
30 Green St
Newburyport MA 01950

IN WITNESS, the parties hereunto set their hands and fixed their seals as of _____, 2024.

By: **Hamilton Select Board***

*Pursuant to a vote taken by the Select Board on _____, 2024.

COMMONWEALTH OF MASSACHUSETTS

Essex, SS.

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared _____ of the Hamilton Select Board, as aforesaid, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Hamilton.

(Official Signature and Seal of Notary)

Developer

By: _____,
Chebacco Hill Capital Partners LLC, Manager

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared _____, SS. _____, as Manager of Chebacco Hill Capital Partners LLC who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above, and acknowledged s/he signed it voluntarily for its stated purpose on behalf of _____.

(Official Signature and Seal of Notary)

LETTERHEAD

Town of Hamilton Zoning Board of Appeals

RE: Village at Chebacco Hill 40B, 133 Essex Street

The Select Board has evaluated the application filed by Chebacco Hill Capital Partners LLC (“Applicant”) regarding the proposed G.L. c. 40B development at 133 Essex Street, Hamilton, MA, consisting of 56.81 acres more or less (“Property”). The proposed development consists of 59 mixed income residential dwelling units in 32 buildings. The development includes 44 age-restricted units priced at market rate, and 15 units income restricted to households at or below 80% of AMI. The market rate units will not allow householders under the age of 18. The income restricted units will allow householders of any age as long as one household member is age 55 or older. Building styles will be a mixture of single, duplex, and triplex unit layouts. All units will be energy-efficient with two bedrooms, 2 ½ bathrooms, two garages, and a primary bedroom attached to an en-suite on the first floor (the “Project”).

The Select Board is supportive of the Project for the following reasons:

- The Town has 5.67% affordable units on the Subsidized Housing Inventory (“SHI”) maintained by the Executive Office of Housing and Livable Communities (“EOHLC”) and therefore the Town is susceptible to unfriendly 40B projects. Here, the Applicant has offered mitigation that the Select Board finds to be advantageous to the Town along with a Project that can increase Hamilton’s affordable housing stock in an effort to reach ten percent.
- The Project includes a trail connection to Chebacco Woods through the Site from Chebacco Road to be provided in perpetuity with a donated easement to the Town.
- The Project will include a public trail head parking area at the entrance to the Site on Chebacco Road to aid in trail access. The Parking area will include an electric vehicle (“EV”) charging station open to the public.
- The Site is 56.81 acres, plus or minus. Of that amount only 16 acres will be used for the development of the Project. In total only 228,646 SF (5.25 acres) of the Project will be impervious. The Applicant proposes that the remaining approximately 40 acres, plus or minus, which are contiguous to Chebacco Woods will have a Conservation Restriction to be held by the Town.
- The Applicant will donate \$70,000 to the Town of Hamilton Council on Aging to fund a handicapped vehicle.
- Further, the Developer is proposing mitigation related to the water line on Chebacco Road whereby the Developer will provide \$100,000 to the Town to be used for the extension of the water main down Chebacco Road beyond the site drive.

As you can see, the mitigation offered will benefit the entire Town along with increasing our affordable housing stock with an age-restricted development. Therefore, we encourage the Zoning Board of Appeals to approve the Project with conditions.

Thank you,