



Town of Hamilton Select Board Monday, November 3, 2025

- Bill Olson,
Chair
- Bill
Wilson
- Rosemary
Kennedy
- Tom
Myers
- Benjamin
Galuza

7:00 p.m.

The Meeting Room
Hamilton-Wenham Library
14 Union St. Hamilton

AGENDA

This is an IN PERSON meeting. As courtesy for the public, zoom access will also be provided via the below link. However, the meeting will not be terminated in the event that technological issues disrupt the zoom broadcast.

Join Zoom Meeting

<https://us02web.zoom.us/j/83588206904?pwd=cSk6NFbtUHMv2kvcb2X9MOshaqHuLF.1>

Meeting ID: 835 8820 6904

Passcode: 580169

One tap mobile

+16469313860,,83588206904#,,,,*580169# US
+19292056099,,83588206904#,,,,*580169# US (New York)

7:00 p.m.	Call to Order – Roll Call Vote
	Board and Committee openings: • Affordable Housing Trust – 1 opening • Conservation Commission – 2 openings • Community Preservation Committee – 1 opening for member of Historic District Commission • Finance and Advisory Committee – 2 openings (through the Moderator) • 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 – 2 at-large openings
	• Public Comment – Will be taken for a maximum of thirty (30) minutes, no speaker will be allowed to speak for more than three (3) minutes
CONSENT AGENDA	
	• Approve minutes of September 23, 2025 Select Board meeting • Approve minutes of October 6, 2025 Select Board meeting

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.

	• Approve EdFund Christmas Tee Sale at Patton Park
AGENDA	
	• National Grid Pole Hearing for Asbury St. location – Discuss and Vote • National Grid Pole Hearing for Echo Cove Road location – Discuss and Vote • Reopen December 9, 2025 Special Town Meeting Warrant to add Utility Easement for National Grid for Town Hall project and then vote to close the warrant – Discuss and Vote* • Review Final Development Agreement with Gordon Conwell Theological Seminary and vote to authorize signing – Discuss and Vote* • Review Draft Warrant for December 9, 2025 Special Town Meeting, Vote Recommendations for Warrant – Discuss and Vote* • Approve new Intermunicipal Agreement for Veterans Services through the City of Gloucester – Discuss and Vote* • Discuss neighbor concerns about 19 Old Cart Road – Discuss* • Discuss Town Manager’s contract and option to extend - Discuss • New Business (Discussion of items to place on a future agenda) • Adjourn

Cemetery Deeds:

***Consistent with the Select Board’s Public Comment Policy, the Select Board Chair will set aside up to ten minutes during each marked agenda item, with no speaker being allowed to speak for up to three minutes, to allow for public comment on that topic, with the goal of having up to a total of 30 minutes of additional Public Comment during the Agenda portion of the meeting. Public Comment time does not include any time allocated to invited guests, members of other boards and committees or staff members who have been invited to speak to a particular issue.**



Pursuant to the Open Meeting Law, MGL Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Select Board members, a meeting of the Hamilton Select Board was posted for September 23, 2025 at 7:00pm. This meeting was held via zoom only.

The Select Board functions as the Chief Executive body of the Town. Its five members are elected to three-year terms with one or two seats up for election each year. The Board acts as the chief policy making body of the Town and directly supervises the activities of the Town Manager. The Select Board typically meets the first and third Monday evening at 7:00 p.m.

Select Board: Ben Galuza (2028); Thomas Myers (2028); Bill Wilson (2026); William Olson (2027); Rosemary Kennedy (2027).

Call to order: W.Olson, Chair, called the meeting to order at 7:00pm. Present: W. Olson, R.Kennedy, T.Myers, B.Wilson, Vice-Chair. Also present: Joe Domelowicz, Town Manager, and others as noted. Not present: B.Galuza.

The Chair announced Board & Committee openings as displayed on the agenda:

- Affordable Housing Trust – 1 opening
 - Conservation Commission – 2 openings
 - Community Preservation Committee – 1 opening for member of Historic District Commission
 - Finance and Advisory Committee – 2 openings
 - Historic District Commission - 2 openings for 3-year terms, 2 openings for 2-year terms
 - Human Rights Commission - 2 openings
- **Public Comment** – *Will be taken for a maximum of thirty (30) minutes, no speaker will be allowed to speak for more than three (3) minutes:* There was none.

CONSENT AGENDA

- **Approve minutes of August 4, 2025 meeting.**

Vote: The Board voted unanimously by roll call to approve the minutes.

AGENDA:

- **Department Reports – Director of Public Works & Special Projects Tim Olson to report on Town Hall & other capital projects**

T.Olson reported on the Town Hall building project. The contractor has completed all of the utility upgrades, drywall, and other interior work, and has been very diligent in keeping to the timeline and remains on track for a February 2026 completion. The roofers have been installing new installation and preparing for the new shingles. They are on track to have the exterior work completed before winter. The finishings in the interior will be done over the winter, and the final exterior plantings and exterior finishes in the spring. They are within the contingency of the budget, though T.Olson plans to apply for some additional contingency from the CPC to be safe. There is also a grant pending with the Mass Office of Disability to fund the elevator and ramp in the amount of \$250,000, which will help with the completion of the project. They are also looking at an A/V grant to fund the IT costs of the new conference room. The exterior will have the historic color, and the colors intended for the interior spaces were chosen to be consistent with the historic building. Much attention has gone into making sure the design details are historically consistent as well. T.Olson further described some of the issues encountered during construction and the rationale for increasing the contingency as a way to ensure funds are available if needed. It is no the intention to use all funding but to simply create a buffer to ensure the project has the funds it needs to get to completion, especially if the grants do not come through. They are looking towards an April/early May 2026 move-in date.

Route 22 paving is almost complete, Bridge St should be done in a couple of weeks. Miles River, Essex St, and lower Bridge St are the next round of road projects to start in the spring.

- **Cell Tower Lease discussion with Town Counsel**

The Town is considering the sale of the lease on the cell tower, and can offer about a 25-year lease as they are currently in year 5 of a 30-year lease. There is an offer from Tower Alliance of \$627,000 for a 30-year term, and an offer from Blue Sky for \$650,000, also for a 30-year term. They are not optimistic either firm is looking to change the terms of the offer to less than 30 years. The Board needs to discuss whether to go back to Town Meeting to request authorization for the full 30-year term. Lee

Smith from KP Law was present as Town Counsel to answer any questions. L.Smith explained the Town is relatively stuck in terms of the length of the lease, he believes they would need to ask Town Meeting for authorization of the term; he would help draft the language for a warrant article.

J.Domelowicz explained the proposal to put a second cell tower behind the public safety building is with Everest Infrastructures, the same company who built the current one. That Agreement was signed at the same time the original one was, but Everest chose not to pursue a tower at the time for a variety of reasons. Recently however, they have done a site walk and circulated a draft of the proposed design/ location. They are planning to file for a special permit by the end of October to build the second tower behind the public safety building. One option is to postpone the current sale and put both towers out to bid when the second is completed.

Chair Olson suggested L.Smith put together draft language for the warrant, and J.Domelowicz to contact the bidders to find out if they are willing to wait for the outcome of the special town meeting in December. There was discussion about whether Blue Sky would accept less than 30 years, and the Board agreed to put the question forward. B.Wilson stated he believed two towers were more valuable, and the longer the term of the lease the more valuable the asset would be, and the more the town stood to gain.

J.Domelowicz will add this issue to the draft warrant for the special town meeting.

- **Finalize Town Manager Evaluation & 2026 Goals – *Discuss & Vote***

Chair Olson said didn't have a chance to complete this yet, and it will be added to the next agenda.

- **Fiscal Year 2027 Budget Goals/Guidance – *Discuss & Vote***

J.Domelowicz displayed a list of budget goals developed by the staff and asked for input from the Select Board and Finance Committee. The goals include items such as not having an override, creating a level service budget, working to limit residential taxes, make road improvements, etc. The Board commented on the specific wording of the goals; J.Domelowicz will update it accordingly.

- **Review Draft Development Agreement with Gordon Conwell – *Discuss***

Chair Olson explained the Board was currently in negotiations with Gordon Conwell over the Development Agreement and the Zoning Bylaw changes. Gordon has an opportunity to sell some of their property to help the financial situation of the Seminary. The goal is to do something that benefits the town as well. The Select Board's responsibility is to come up with the Development Agreement, which governs much of the zoning. The Agreement will allow the sale of 209 apartments, which will then count towards the town's affordable housing and the Agreement would also prohibit any future 40B housing project on the site but would allow Gordon to split the property into three lots, upper, middle, and lower campus, to allow for future flexibility. The Agreement also defined financial reimbursements to the town for the impacts to the town, defined public access to the site, dictated on-site water treatment, and defined the deed.

Items that need to be finalized include disbursement of financial payments, public access, and heritage landscape definition.

This was a high-level discussion and did not delve into the details.

The overlay district zoning will cover what happens with the property in the event it is transferred to a third party.

The Board made some brief comments and Meirwyn Walters from the Seminary spoke regarding the bylaw being developed by the Planning Board, and stated they have kept tight control over the zoning. He noted there would be a significant influx of tax revenue to the town as soon as the apartments are sold.

The draft Development Agreement will be posted on the website as part of the packet for this meeting.

- Jacob Fiumara, who lives across the street, said it was important to remember this is a negotiation with a business, and the Seminary tried to sell the entire site and then pivoted. He was supportive of the 209 apartments being converted to affordable housing and advised the Board not to be 'wooed' by the \$1.1 million payment to the town, because the town is giving approval to a business to build on a site only intended for single family housing. He believed the Seminary needs to give more.
- Jack Davis, Lewis St, commented everyone in the town can benefit for the apartments to go on the tax rolls. He would like to age in place, and hopes the sale will mitigate increases in taxes, and he believed alternative housing was an important benefit to the town.

- **Review updated Special Town Meeting Calendar for Dec. 9, 2025 STM**

J.Domelowicz went over the schedule leading up to the Special Town Meeting, which will be held in the High School cafeteria, which can hold about 350 people. The warrant will close on October 6.

New Business:

- The Regional School Agreement – meetings continue, the working group is working on finalizing language with the goal of being ready for the April Town Meetings.
- The Town Clerk pointed out the 2026 Annual Town Meeting date falls on the day before Easter, and it may be prudent to change the date.

Adjournment Vote: *The Select Board voted unanimously by roll call to adjourn the meeting at approximately 8:50PM.*

Meeting Packet Enclosures:

- SB Meeting Minutes – August 4, 2025
- Email from Cell Tower Consultant Lisa Diamond and draft letter of intent re: Blue Sky potential buy out of cell tower
- Email and draft letter of intent re: Tower Alliance potential buy out of cell tower
- Everest Partners Draft Lease Agreement
- FY2026 Budget Goals
- Town Manager evaluation form for FY2024 and Hamilton Town Goals
- Draft Calendar for December 9, Special Town Meeting

Respectfully submitted by D. Pierotti, Recording Secretary, 10/2/25.

The minutes were prepared from video.

Respectfully submitted as approved at _____ meeting.

Rosemary Kennedy, Clerk



Town of Hamilton
Select Board
Meeting Minutes of October 6, 2025

Pursuant to the Open Meeting Law, MGL Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Select Board members, a meeting of the Hamilton Select Board was posted for October 6, 2025 at 7:00pm. This meeting was held via zoom only.

The Select Board functions as the Chief Executive body of the Town. Its five members are elected to three-year terms with one or two seats up for election each year. The Board acts as the chief policy making body of the Town and directly supervises the activities of the Town Manager. The Select Board typically meets the first and third Monday evening at 7:00 p.m.
Select Board: Ben Galuza (2028); Thomas Myers (2028); Bill Wilson (2026); William Olson (2027); Rosemary Kennedy (2027).

Call to order: W.Olson, Chair, called the meeting to order at 7:00pm. Present: R.Kennedy, B.Galuza, B.Wilson, Vice-Chair. Also present: Joe Domelowicz, Town Manager, and others as noted. Not present: T.Myers.

The Chair announced Board and Committee openings as displayed on the agenda:

- Affordable Housing Trust – 1 opening
 - Conservation Commission – 2 openings
 - Community Preservation Committee – 1 opening for member of Historic District Commission
 - Finance and Advisory Committee – 2 openings
 - Historic District Commission - 2 openings for 3-year terms, 2 openings for 2-year terms
 - Human Rights Commission - 2 openings
- **Public Comment** – *Will be taken for a maximum of thirty minutes, no speaker will be allowed to speak for more than three minutes:*
There was none.

AGENDA:

- **Close Warrant for Dec. 9, 2025 Special Town Meeting (STM) – Vote**
Brown's Hill Overlay District zoning
Bills of a prior year
Extend the term on Hamilton Cell Tower Leases
Community Preservation Fund – Town Hall request

Town Counsel will draft the language of the STM warrant articles; the vote this evening is to confirm the articles on the warrant and close the warrant. If there is not a draft Agreement with Gordon Conwell ready prior to the meeting, the meeting can either be cancelled or that item removed from the agenda.

Vote: *The Select Board voted unanimously to close the warrant for the December 9, 2025 Special Town Meeting.*

- **Set date for April 2026 Annual Town Meeting – Discuss & Vote**

Because the first Saturday of April 2026 is the day before Easter, the Town Clerk suggested that the Town Meeting move one week, which would also move the annual election day by one week.

Vote: *The Select Board voted unanimously to move the annual town meeting from April 4th to April 11th, and to move the annual town election to Thursday, April 16th.*

- **Finalize Draft Development Agreement with Gordon Conwell – Discuss & Vote**

Chair Olson summarized the draft Agreement has been discussed by a working group including himself and R.Kennedy from the Select Board and two members of the Planning Board. He noted an outstanding issue for him is public access to the Seminary. There are no trails on the property, but a fully open property can lead to liability issues. The Seminary has no intention of limiting access to the public now, but it is hard to predict 20 or 30 years into the future. The working group has defined a heritage landscape that would protect a certain portion of the middle campus, to include a conservation restriction. R.Kennedy questioned why a sunset clause was included, and would like to understand this from the Conwell's perspective. She also referenced approximately 2 acres at the top of the hill that are owned by the Town, and people should continue to have access to it. She also questioned what happened to the deed restriction of 30 years to not develop part of the site, as it was included in prior discussions.

Meirwyn Walters, attorney for the Seminary spoke to the issues raised. He explained the Seminary needs flexibility at the top of the hill for student use, including outdoor areas for the students, within the heritage landscape area. They want to retain the ability to improve their facilities under the Dover Amendment. There are 40 acres of green space that will be unbuildable under the agreement.

Attorney Walters reiterated six dorms will become taxable housing, which will be a direct benefit to the town. In addition, the Seminary is giving up their 40B rights on the entire property, and agreeing to give up 25% of the units for affordable housing, which is costing the Seminary \$1 million. They have agreed to payments to the town as well, as certain parcels get developed. He noted the public access question is complicated for the Seminary. They have no intention of changing the public access, however, security concerns for educational institutions are real, and something they cannot fully give up. They need to control the property for their mission, which is controversial, and they need to have some control over access if they need it. They are concerned about marketability of the property if there is unlimited public access, including insurance issues and liability. He noted there is no easement on the property for public access, and it is privately held property, they cannot grant full public access to the property. He noted the town will have great control over the property as any new building has to go through the Planning Board's special permit process.

Discussion continued around ways to manage public access in a more specific way.

The sunset date was changed to June 9, 2026.

Planning Board Chair Marnie Crouch cautioned against writing off the public access issue, and spoke regarding the heritage landscape, which is located on a steep slope and likely cannot be developed in any case. She noted that students may take advantage of the affordable housing that is created when the dorms are sold.

- Nancy Dashkin, Woodbury St, stated that there are significant issues that need to be resolved. She claims the apartments shifting to private rental will shift the demographics. She believes the roads will be busy, and she believes the wastewater treatment facility is not sufficient.
- Deb Safford, Maple St, wanted to know what happens if the deal falls through i.e. would it mean single family homes only? She opined the Seminary was a source of diversity in the community which provides value, as does the tax revenue, and satisfying the 40B requirement is significant. She was concerned if the agreement fails, the town could end up with something worse.
- Chris Payne, Woodbury St. would like to know what they are doing to fix the smell of the wastewater treatment plant, and what an accurate representation of the population increase would look like in terms of costs to the town.
- John Shaw, what bothers him is the money, that the driving point seems to be the money/ revenue, but there are other things that matter. He stated people send detailed comments on the agreement and the discussions, and there is no response from anyone. He says the abutters have no real input. He stated the Planning Board has listened to their concerns, but he has not seen that from anywhere else.

Chair Olson responded that they have been trying to take people's comments and incorporate them to the extent possible, and some of these issues are still to be discussed. It was clarified that the Town does not have jurisdiction over the wastewater treatment plant, that is State regulated and controlled.

Chair Olson would like to vote on the agreement at the next meeting.

• **Finalize Town Manager Evaluation & 2026 Goals – Discuss & Vote**

Chair Olson took everyone's notes and compiled a top ten goals list including the Gordon Conwell agreement, the MBTA 3A zoning, and the Town Hall project. Those three projects are close to completion. The others include: water, cell tower, council on aging, communication, Patton Homestead, traffic/ sidewalk improvements, School Agreement and budgeting, regionalization, and town services. He also identified other ongoing projects beyond the top ten. The Board discussed the goals, the interplay between the issues, and the perceived priorities of the public. The Board will think about prioritizing the list before the next meeting and a final iteration will be voted on.

• **Fiscal Year 2027 Budget Goals/Guidance – Discuss & Vote**

The updated version is in the packet for this evening. The Finance Committee has not registered any comments or concerns on the goals.

***Vote:** The Select Board voted unanimously to approve the Fiscal Year 2027 budget goals, including changing one word from improve to optimize, and accepting the highlighted changes.*

New Business:

- The Board should come prepared to vote on the Seminary Development Agreement next time.
- The Board needs to hold a public hearing on the renewal of the Verizon cable license.

***Adjournment Vote:** The Select Board voted unanimously by roll call to adjourn the meeting at approximately 9:15PM.*

Meeting Packet Enclosures:

- December 9 Draft Special Town Meeting Warrant Articles
- Draft Calendar for December 9, Special Town Meeting
- Town Manager evaluation form for FY2024 and Hamilton Town Goals
- FY2026 Budget Goals
- Memorandum of Agreement between the Town of Hamilton and Gordon Conwell Theological Seminary

Respectfully submitted by D. Pierotti, Recording Secretary, 10/13/25.

The minutes were prepared from video.

Respectfully submitted as approved at _____ meeting.

Rosemary Kennedy, Clerk

Town of Hamilton

Recreation Department

16 Union St
S. Hamilton, MA 01982
978-468-5590

Park Director: _____

Recreation Director: _____

Police Chief: _____

Fire Chief: _____

REQUEST FOR USE OF PATTON PARK FACILITIES

Today's Date

Organization Name

Organization Address

Date of Event Time

Type of Event ☒ Park ☐ Recreation ☒ School ☒ Town

Description of Event

Area/Field you are requesting

Number of Attendants

Name

accepts full responsibility to comply with and abide by all regulations of the Town of

Hamilton governing the use of Patton Park and to hold harmless and to defend the Town of Hamilton against claims of any type whatsoever arising in any way from use by our organization of the park and its facilities. The town requires a certificate of insurance naming the Town of Hamilton as an additionally insured party for a minimum of \$1,000,000 per incident general liability coverage and \$3,000,000 aggregate general liability coverage.

It is understood that the use of alcoholic beverages, marijuana, or illegal substances on park property is prohibited. It is further understood that parking is only permitted in designated parking areas and never permitted on the grass or other lawn areas. All litter and refuse of any kind shall be removed and the park returned to its condition before use. If the Town incurs any expense due to our failure to comply with the above terms, we agree to be responsible and to pay the Town's expenses forthwith.

We agree to notify the Hamilton Police Department to inform them of the event and to pay for a police detail if required.

Signature

Print Name

Date

Approval for the Town: _____ Date: _____

Questions contact - Michael Kazadi michael.kazadi@nationalgrid.com

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectman
Of Hamilton, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Asbury Street - National Grid to install 1 JO pole on Asbury Street beginning at a point approximately 330 feet North of the centerline of the intersection of Porter Lane and Asbury Street and continuing approximately 20 feet in a West direction. National Grid is petitioning to install a stub pole across from pole 603 on Asbury Street, Hamilton, MA.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Asbury Street - Hamilton, Massachusetts.

No.# 30621466

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID *Nick Memmolo*

BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.

BY *[Signature]* _____
Manager / Right of Way

September 5, 2025

Questions contact – Central Design Michael Kazadi michael.kazadi@nationalgrid.com

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectman of Hamilton, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 4th day of August, 2025.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Asbury Street - Hamilton, Massachusetts.

No.# 30621466

Filed with this order:

There may be attached to said poles by Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Asbury Street - National Grid to install 1 JO pole on Asbury Street beginning at a point approximately 330 feet North of the centerline of the intersection of Porter Lane and Asbury Street and continuing approximately 20 feet in a West direction. National Grid is petitioning to install a stub pole across from pole 603 on Asbury Street, Hamilton, MA.

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
Of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 ____.

City/Town Clerk.

Massachusetts 20 ____.
Received and entered in the records of location orders of the City/Town of _____
Book _____ Page _____

Attest:

City/Town Clerk

I hereby certify that on _____ 20 ____, at _____ o'clock, M
At _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND,
INC. for permission to erect the poles, wires, and fixtures described in the order herewith recorded,
and that we mailed at least seven days before said hearing a written notice of the time and place of
said hearing to each of the owners of real estate (as determined by the last preceding assessment
for taxation) along the ways or parts of ways upon which the Company is permitted to erect
Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

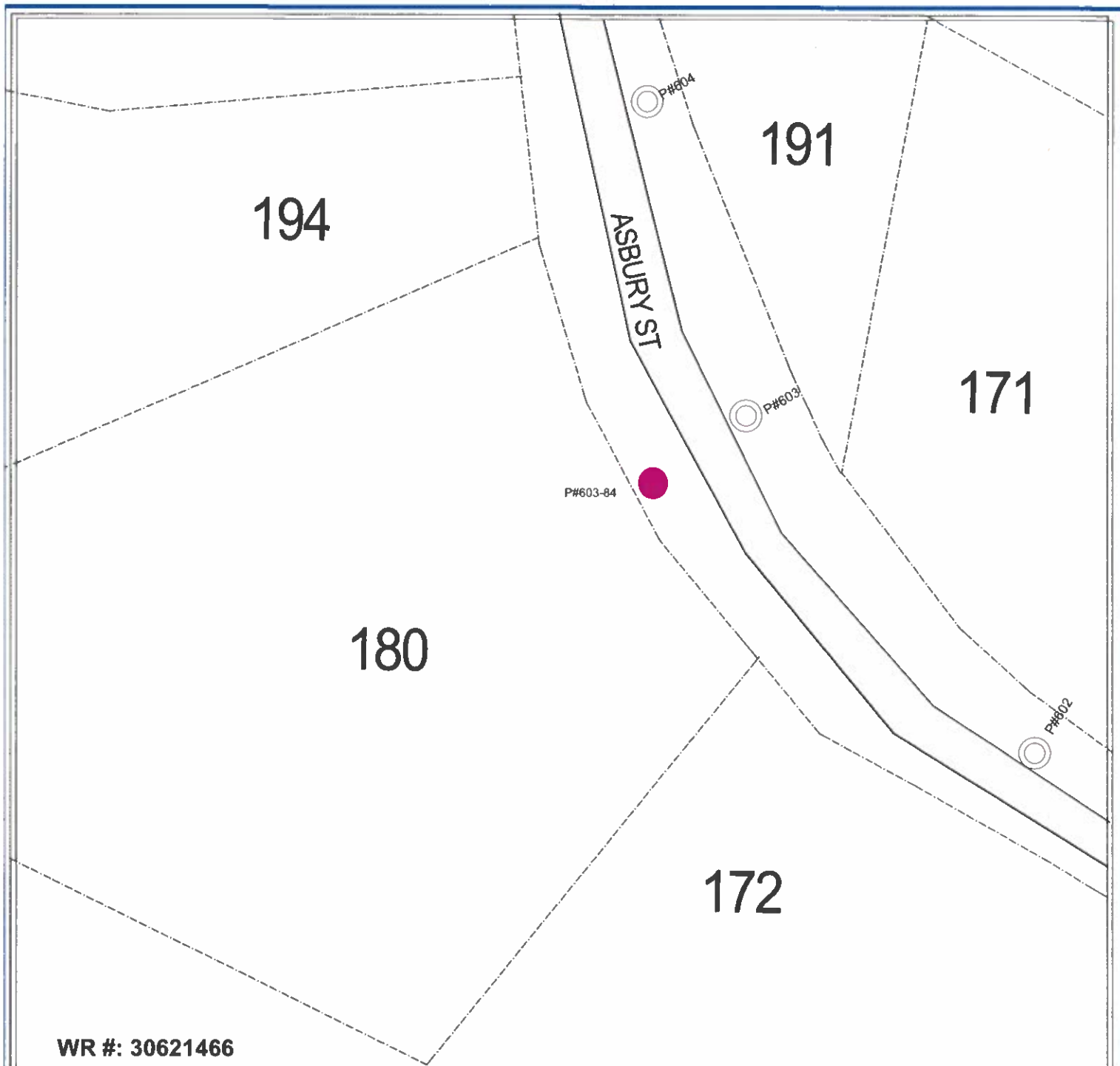
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Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the _____ of the City of _____
Massachusetts, on the _____ day of 20 ____ and recorded with the records of location
orders of the said City, Book _____, and Page _____. This certified copy is made under
the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

City/Town Clerk



PETITION SKETCH			
POLE (EXISTING)	PROPOSED STUB POLE		
		Date: 08-04-2025	
Job description NGRID is Petitioning to install a stub pole across from pole 603 on Asbury St.		WORK REQUEST: 30621466	
		To The: City Of Hamilton	
		For Proposed: POLE Location: 180 ASBURY ST	
		Drawn By: Michael Kazadi	
DISTANCES ARE APPROXIMATE			



100 feet Abutters List Report

Hamilton, MA
December 02, 2022

Subject Property:

Parcel Number: 55-0286
CAMA Number: 55-000-0286
Property Address: 180 ASBURY ST

Mailing Address: SWAIM TYLER DONELAN MEGAN
180 ASBURY ST
SOUTH HAMILTON, MA 01982

Abutters:

Parcel Number: 47-0001
CAMA Number: 47-000-0001
Property Address: 188 ASBURY ST

Mailing Address: DEJAGER PETER C ADRIANA JT
188 ASBURY ST
SOUTH HAMILTON, MA 01982

Parcel Number: 47-0154
CAMA Number: 47-000-0154
Property Address: 191 ASBURY ST

Mailing Address: SWANSON KENNETH C SWANSON
BETHANY DAVIS
191 ASBURY ST
SOUTH HAMILTON, MA 01982

Parcel Number: 55-0285
CAMA Number: 55-000-0285
Property Address: 172 ASBURY ST

Mailing Address: PRESS WILLIAM PRESS LISA KAPLAN
172 ASBURY ST
SOUTH HAMILTON, MA 01982

Parcel Number: 55-0287
CAMA Number: 55-000-0287
Property Address: 171 ASBURY ST

Mailing Address: GRIMES MICHAEL GRIMES EMILY
POWERS
171 ASBURY ST
SOUTH HAMILTON, MA 01982

Parcel Number: 55-0358
CAMA Number: 55-000-0358
Property Address: 184 ASBURY ST

Mailing Address: WHITMAN JEANNE B TRUSTEE JEANNE
B WHITMAN REALTY TRUST
184 ASBURY ST
SOUTH HAMILTON, MA 01982



www.cai-tech.com

12/2/2022

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Page 1 of 1

Questions contact - Sibhita Mahabier (978)-524-2240 or sibhita.mahabier-sheehy@nationalgrid.com

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectman
Of Hamilton, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Echo Cover Rd - National Grid to relocate 1 JO pole on Echo Cover Rd beginning at a point approximately 537+/- feet South of the centerline of the intersection of Marry Homans Drive and continuing approximately 20 feet in a South direction. Sketch to accompany petition for the installation of one (1) JO pole, anchors and guys and all appurtenances in Echo Cove Rd. Hamilton, MA 01982.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked - Echo Cover Rd - Hamilton, Massachusetts.

No.# 31149370

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID *Nick Memmolo*

BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.

BY *RB* _____
Manager / Right of Way

September 29, 2025

Questions contact – Central Design, Sibhita Mahabier (978)-524-2240 or sibhita.mahabier-sheehy@nationalgrid.com

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectman of Hamilton, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 25th day of August, 2025.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Echo Cover Rd - Hamilton, Massachusetts.

No.# 31149370

Filed with this order:

There may be attached to said poles by Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Echo Cover Rd - National Grid to relocate 1 JO pole on Echo Cover Rd beginning at a point approximately 537+/- feet South of the centerline of the intersection of Marry Homans Drive and continuing approximately 20 feet in a South direction. Sketch to accompany petition for the installation of one (1) JO pole, anchors and guys and all appurtenances in Echo Cove Rd.
Hamilton, MA 01982.

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
Of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 ____.

City/Town Clerk.

Massachusetts 20 ____
Received and entered in the records of location orders of the City/Town of _____
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____ 20 ____, at _____ o'clock, M
At _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND,
INC. for permission to erect the poles, wires, and fixtures described in the order herewith recorded,
and that we mailed at least seven days before said hearing a written notice of the time and place of
said hearing to each of the owners of real estate (as determined by the last preceding assessment
for taxation) along the ways or parts of ways upon which the Company is permitted to erect
Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

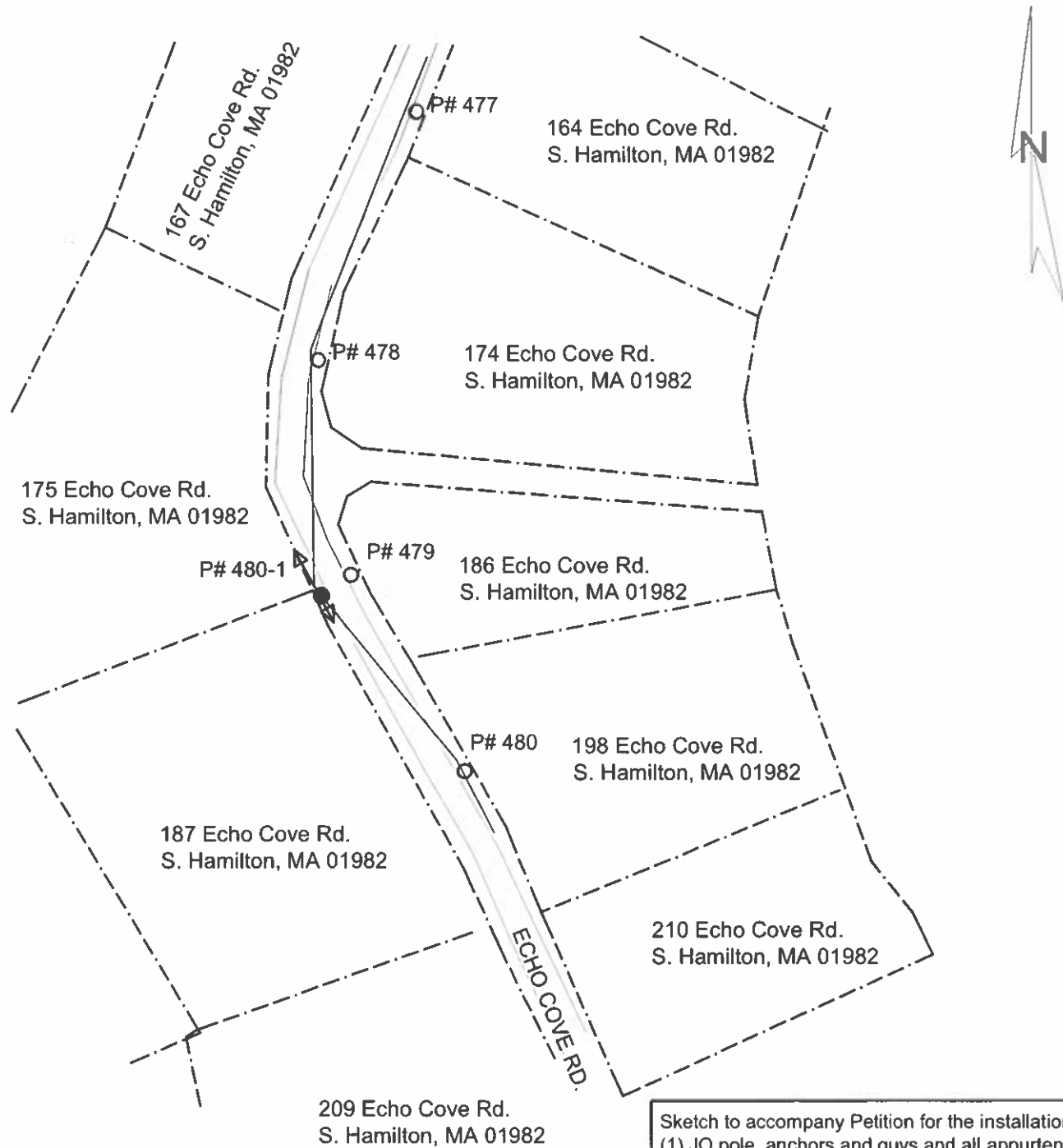
City/Town Clerk.

.....
.....
.....
.....
Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the _____ of the City of _____
Massachusetts, on the _____ day of 20 ____ and recorded with the records of location
orders of the said City, Book _____, and Page _____. This certified copy is made under
the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:
City/Town Clerk



Sketch to accompany Petition for the installation of one (1) JO pole, anchors and guys and all appurtenances in Echo Cove Rd., Hamilton, MA 01982.

JOINT OWNED POLE PETITION

- Proposed JO Pole Locations
- Existing JO Pole Locations
- ← Proposed Anchor and Guy Locations

DISTANCES ARE APPROXIMATE

nationalgrid
And
Verizon New England, Inc.

Date: 08-26-2025

Work Request Number: 31149370

To Accompany Petition Dated: 08-26-2025

To The: Town Of Hamilton, MA

For Proposed: Pole Pole: # 480-1 Location: Echo Cove Rd.

ADDRESS	OWNER	MAILING ADDRESS
167 Echo Cove Rd. S. Hamilton, MA 01982	William A. MacDonald	167 Echo Cove Rd. S. Hamilton, MA 01982
175 Echo Cove Rd. S. Hamilton, MA 01982	Fletcher P. Boland	175 Echo Cove Rd. S. Hamilton, MA 01982
187 Echo Cove Rd. S. Hamilton, MA 01982	Leonard W. Michalski	187 Echo Cove Rd. S. Hamilton, MA 01982
209 Echo Cove Rd. S. Hamilton, MA 01982	Nina Lynn Faragher Trust	209 Echo Cove Rd. S. Hamilton, MA 01982
174 Echo Cove Rd. S. Hamilton, MA 01982	Helene Indiv Hutchinson	174 Echo Cove Rd. S. Hamilton, MA 01982
186 Echo Cove Rd. S. Hamilton, MA 01982	Mary M. Monahan	24 Enfield Dr. Andover, MA 01810
198 Echo Cove Rd. S. Hamilton, MA 01982	Victor J. Theriault Ann M. Theriault	198 Echo Cove Rd. S. Hamilton, MA 01982
210 Echo Cove Rd. S. Hamilton, MA 01982	Michael Lauber	210 Echo Cove Rd. S. Hamilton, MA 01982

GRANT OF EASEMENT

TOWN OF HAMILTON, a Massachusetts municipal corporation having a mailing address at 577 Bay Road, Hamilton, Massachusetts 01982 (hereinafter referred to as the “Grantor”), for consideration of One (\$1.00) dollar, grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with its usual place of business at 170 Data Drive, Waltham, Massachusetts 02451 (hereinafter referred to as the “Grantee”) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but not limited to, one (1) pole, (which may be erected at different times) with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the “OVERHEAD SYSTEM”) and an “UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM” (hereinafter referred to as the “UNDERGROUND SYSTEM”) consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires, all located over, across, under and upon a portion of the Grantor’s land in Hamilton, Essex County, Massachusetts, for the purpose of serving the Grantor’s property and others.

Said “OVERHEAD SYSTEM” and “UNDERGROUND SYSTEM” are located in, through, under, over, across and upon a portion of the Grantor’s property situated on the easterly side of Bay Road, being more particularly shown as “LOT AREA = 136,830.46 s.f. 3.14± Ac.” on a Plan of Land recorded with the Essex South District Registry of Deeds (the “Registry”) in Plan Book 361, Plan No. 8.

Said “OVERHEAD SYSTEM” is to originate from Pole P.537, which is located on the easterly side of Bay Road, then proceed in an easterly direction from said Pole crossing over, upon and across a portion of the Grantor’s property to Pole P.537-1, to be established by and upon the final installation thereof by the Grantee.

WR# 31085916

Address of Grantees:
Mass El. – 170 Data Drive, Waltham, Massachusetts 02451

After recording return to:
Jessica White
National Grid USA
Service Company, Inc.
170 Data Dr.
Waltham, MA 02451

05 HAMIMA GEN

And further, said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) are approximately shown on a sketch entitled: "ELECTRIC DISTRIBUTION EASEMENT; Owner: TOW OF HAMILTON; Address: 577 Bay Road, Hamilton, MA 01982; Sketch to Accompany Easement for: P# 537 with 3PH primary riser, 2-4" PVC conduit with UG primary encased in concrete to PAD 2272-1 at Cell Tower, the installation of P# 537-1 with 52ft +/- of OH primary from P# 537, 3PH Riser on P# 537-1 with 100ft +/- of 2-4" PVC conduits with 3PH primary encased in concrete to PAD 537-1 on the property of 577 Bay Rd., Hamilton, MA 01982," dated September 30, 2025, a reduced copy of said sketch is attached hereto as "Exhibit A", copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "OVERHEAD SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time without further payment therefor to pass and repass over, across and upon said Grantor's property as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the Grantor's property wherein the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to shall become unsuitable for the purposes of the Grantee or the Grantor, their successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments hereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent shall not be unreasonably withheld. Any relocation so requested shall be at the sole cost and expense of the requesting party.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's property an "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service to the Grantor's property, including, without limitation, the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and

the right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

Following such installation, Grantor may, at its sole cost and expense, prepare and submit to Grantee for review and approval an "as-built" plan in recordable form showing the permanent locations of the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM", following which Grantor and Grantee, at Grantor's sole expense, may enter into an amendment to this easement to establish such permanent locations with such plan attached.

The easements herein granted are non-exclusive, however, it is agreed that the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall remain the exclusive property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

[Signature page follows]

For Grantor's title see deed dated March 13, 1982, recorded with the Registry in Book 6938, Page 84; a deed dated November 26, 1979, recorded in Book 6679, Page 747; a deed dated April 26, 1926, recorded in Book 2678, Page 49; and a deed dated April 28, 1897, recorded in Book 1514, Page 354.

IN WITNESS WHEREOF, the Town of Hamilton has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by the members of its Select Board, being thereto duly authorized this _____ day of _____, 2025.

TOWN OF HAMILTON

By: William A. Olson
Its: Chair

By: William W. Wilson
Its: Vice Chair

By: Rosemary I. Kennedy
Its: Clerk

By: Thomas B. Myers
Its: Board Member

By: Benjamin Galuza
Its: Board Member

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 205, before me, the undersigned Notary Public, personally appeared William A. Olson, William W. Wilson, Rosemary I. Kennedy, Thomas B. Myers and Benjamin Galuza, proved to me through satisfactory evidence of identity, which was/were _____, to be the persons whose names are signed on the preceding Grant of Easement and acknowledged to me that they signed it voluntarily for its stated purpose, as members of the Select Board of the Town of Hamilton.

Signature of Notary Public

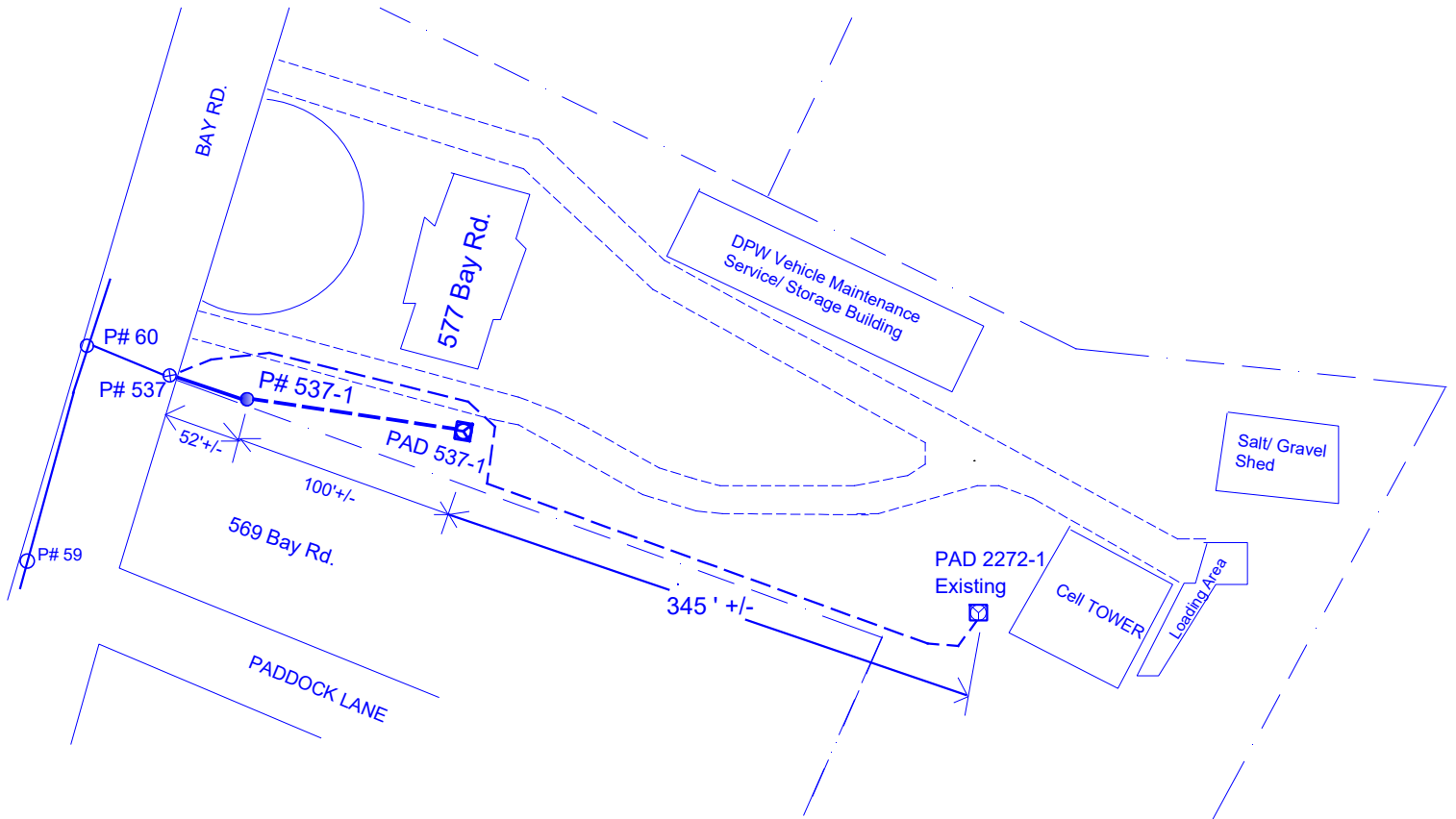
Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

Exhibit A – Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



ELECTRIC DISTRIBUTION EASEMENT

LEGEND

Existing JO Pole	Existing OH Lines
JO Pole to be Removed	Proposed OH Lines
JO Pole to be Replaced	Property Line
Proposed JO Pole	Existing UG Lines
Proposed Pad-Mounted Transformer Location	Proposed UG Lines
	Existing Pad-Mounted Transformer Location

nationalgrid

Owner:

TOWN OF HAMILTON

Address:

**577 Bay Road
Hamilton, MA 01982**

Sketch to Accompany Easement for:

P# 537 with 3PH primary riser, 2-4" PVC conduit with UG primary encased in concrete to PAD 2272-1 at Cell Tower, the installation of P# 537-1 with 52ft +/- of OH primary from P# 537, 3PH Riser on P# 537-1 with 100ft +/- of 2-4" PVC conduits with 3PH primary encased in concrete to PAD 537-1 on the property of 577 Bay Rd., Hamilton, MA 01982.
WR# 31085916

Date: 09/30/2025

Drawn By: S. Mahabier

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.

MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF HAMILTON AND GORDON CONWELL THEOLOGICAL SEMINARY

This Agreement (“Agreement”) dated this __ day of October 2025, by and between the TOWN OF HAMILTON, a Massachusetts municipal corporation with an address of 577 Bay Road, Hamilton, MA (“Hamilton” or “Town”) and GORDON-CONWELL THEOLOGICAL SEMINARY, a Massachusetts nonprofit corporation with an address of 130 Essex Street, South Hamilton, MA (“GCTS”); together with Hamilton, “the Parties”.

WHEREAS, GCTS is the owner of the Campus (as hereinafter defined) which contains approximately 102 acres of real property in the Town as shown on Attachment “A” (“Campus Plan”), currently used in a campus setting for religious and educational purposes such that the land and structures have been entitled to certain exemptions from the Town’s Zoning Bylaw pursuant to G.L. c.40A §3;

WHEREAS, as indicated on the Campus Plan, the Campus contains five (5) subareas referred to herein as the “Upper Campus”, “Middle Campus”, “Lower Campus”, “Heritage Landscape” and “Natural Zone”;

WHEREAS, GCTS wishes to work with the Town to plan for and adopt amendments to the Zoning Bylaw and Zoning Map applicable to the Campus that may include permitting enumerated nonresidential uses and structures on the Upper Campus;

WHEREAS, GCTS wishes to sever approximately 12 acres located in the Lower Campus containing the Apartment Lots (as hereinafter defined) historically used for student housing and convey the same to a third party for conversion of the structures into 209 privately-owned rental units;

WHEREAS, GCTS will agree that upon conveyance of the Apartment Lots to a private party, no fewer than twenty-five (25%) percent of the apartments within the Lower Campus Apartment Lots shall be available for rent by individuals and families that qualify for below market rate housing as set out herein;

WHEREAS, the Town wishes to ensure that the Commonwealth of Massachusetts include the entirety of the Apartment Project on the Subsidized Housing Inventory (“SHI”) maintained by the Commonwealth of Massachusetts Executive Office of Housing and Livable Communities (“EOHLC”);

WHEREAS, within the limits of the law, the Parties support and wish to cooperate in plans for the 102 acres, particularly the conversion of the Lower Campus Apartment Lots into private rental housing, and the rezoning necessary to facilitate the Apartment Project;

WHEREAS, the Town seeks to provide for and manage the zoning of the remaining land within the GCTS campus including the Middle and Upper Campuses;

WHEREAS, the Planning Board is proposing to accomplish the necessary rezoning **through the adoption of a revision** to the Zoning Bylaw that includes the Campus (“Zoning Amendment”);

WHEREAS, the parties intend to seek approval of the Zoning Amendment **from** Hamilton Town Meeting anticipated to be held on December 9, 2025; and,

WHEREAS, GCTS intends to divide the Campus and sell the Apartments and the Apartment Lots pursuant to approvals under the Zoning Amendment;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Terms of the Agreement

A. Definitions

1. “Apartments” are each of the six apartment buildings as identified on the Campus Plan.
2. “Apartment Lots” are the two (2) lots of real property, containing approximately 12 acres, on which the Apartments and related infrastructure is located as shown on the Campus Plan as the Lower Campus.
3. “Apartment Project” shall mean the redevelopment, alteration, maintenance, operations and occupancy of the Apartments under private ownership for leasing to the public.
4. “Campus” shall mean the 102 acres owned by GCTS containing five (5) areas referred to as “Upper Campus”, “Middle Campus”, “Lower Campus”, “Heritage Landscape” and “Natural Zone”; as identified on the Campus Plan.
5. “Gordon-Conwell Theological Seminary” or “GCTS” shall mean the current owner of approximately 102 acres, inclusive of the Apartments, with an address of 130 Essex Street in South Hamilton, Massachusetts as identified on the Campus Plan.
6. “Preexisting Structures” shall mean the buildings and improvements currently located on the Campus, as those may be renovated and reconstructed within the existing footprint and with the same total square footage.

B. Apartment Project: Total Number of Dwelling Units and Bedrooms

The Parties agree that the Apartment Project shall consist of no more than 209 rental dwelling units.

C. Apartment Project: Affordability Requirement

GCTS shall restrict 25% of the dwelling units on the lower campus for occupancy by households earning no greater than 80% area median income for the Hamilton region as that number is calculated from time to time by the Commonwealth pursuant to G.L. c.184, ss.31-32, with said restriction to be enforceable and applicable to any third-party private party purchasing the Apartments.

D. Apartment Project: Project Qualification for Subsidized Housing Inventory

The Town and GCTS agree that they will work cooperatively and in good faith to request from the appropriate state agencies the inclusion of the dwelling units contained within the Apartment Project on the Town's subsidized housing inventory as the same is maintained by the Commonwealth.

E. Monetary Contribution to Town of Hamilton

To cover the Town's consulting, legal and other expenditures associated with the process of creating the Brown's Hill Zoning District, and as a further act of goodwill to the community, GCTS offers and agrees to donate to the Town unrestricted funds in the amount of One Million, One Hundred Thousand (\$1,100,000.00) Dollars as follows:

1. One Hundred Thousand (\$100,000.00) Dollars to be paid upon the passage of the Brown's Hill Zoning District Zoning Bylaw by Hamilton Town Meeting;
2. Three Hundred Fifty Thousand (\$350,000.00) Dollars to be paid upon the conveyance of the Apartment Project to an unrelated third party (with deeds on record with all monies paid and received);
3. Four Hundred Thousand (\$400,000.00) Dollars to be paid upon the conveyance of the Upper Campus to an unrelated third party; and,
4. Three Hundred Fifty Thousand (\$350,000.00) Dollars to be paid upon the conveyance of the Middle Campus to an unrelated third party.
5. In addition to the donation of One Million, One Hundred Thousand (\$1,100,00.00) as set forth above, GCTS agrees to donate, on or before **[DATE PRIOR TO TOWN MEETING]** a sum of no greater than Twenty Thousand (\$20,000) Dollars to cover a portion of the anticipated costs of preparing an expanded traffic analysis, inclusive of recommendations for improving vehicular and pedestrian safety on intersections and roadways proximate to, and including, the GCTS campus.

F. New Zoning District

The Town, in coordination with the Planning Board, shall draft and submit to Town Meeting the **Zoning Amendment** specifying details of use and development within the 102 acre campus consistent with terms herein and with content similar to that as attached hereto as Exhibit A. Notwithstanding, the Parties agree that revisions to the Zoning Amendment as attached hereto may be made by the Planning Board following the Board's public hearing(s) pursuant to G.L. c.40A §5 and Town Meeting prior to adoption of the Zoning Amendment.

G. Certain Developments Approved Pursuant to G.L. 40B §§20-23

Upon passage of the Zoning Amendment and its approval by the Attorney General, GCTS agrees to impose a restriction pursuant to G.L. c.184 §27 with the Town of Hamilton as an intended beneficiary that neither it nor its successors or assigns shall apply to develop the Campus pursuant to G.L. c.40B, ss. 20-23 and, accordingly, waives

any right to claim that the Town of Hamilton is not “consistent with local needs” as that phrase is defined in G.L. c.40B, s.20 but excluding 40B applications pursuant to a Select Board endorsed “local initiative program” or similar initiative.

H. Preservation of Public Access

GCTS agrees to continue permitting access to the Campus (excluding the Apartment Lots) by Hamilton residents for walking, horse-riding, and other recreational purposes upon the same conditions and in the same manner as it has done historically within the Campus. The Town agrees that such uses by any member of the public shall be pursuant to and subject to General Laws, Chapter 21, Section 17C. The Town acknowledges that GCTS’s permission provided hereunder may be modified, conditioned or terminated by GCTS upon written notice to the Town.

I. Construction within the Heritage Landscape Portion of the Campus

Upon the satisfaction of the conditions found in Section II. H., below, GCTS agrees to impose a deed restriction pursuant to G.L. c.184 §27 upon that portion of the campus identified on the Campus Plan as “Heritage Landscape”. Said restriction to be in force for the longest period permitted by law, but in no event, less than thirty (30) years and shall include prohibitions on the construction of any new structure or additions, alterations or changes to existing structures other than as required due to threats to public health or safety by the Building Commissioner, Board of Health or relevant state agency and provided further that said deed restriction is not intended to restrict or in any manner limit beyond that authorized by law, those uses or structures otherwise protected by G.L. c.40A §3. In addition, the provisions of this paragraph are not intended to prohibit or restrict improvements to utilities, parking, landscaping or other nonstructural alterations within the Heritage Landscape as identified on the Campus Plan.

J. Required Connection to On-Site Wastewater Treatment Plant

GCTS agrees that all residential and commercial wastewater generated on the Campus, including the proposed Apartment Project and those uses and structures entitled to protections pursuant to G.L. c.40A §3, shall be treated by means of an onsite wastewater treatment plant in full compliance with 314 CMR 5.00 et seq. and relevant regulations adopted by the Hamilton Board of Health generally applicable to all properties in the Town.

K. No Change for Current Permitted Uses

This Agreement shall not operate or be interpreted to restrict any lawful or currently permitted uses of the Campus unless the same is expressly limited or prohibited by this Agreement. **Notwithstanding**, unless protected by G.L. c.40A §3, no expansion, alteration or change to a preexisting structure or use lawfully in existence or lawfully begun as of the effective date of the Zoning Amendment shall be permitted unless authorized by the Zoning Bylaw as modified by the Zoning Amendment.

L. Cooperation and Prompt Review Efforts by the Town

Cooperation: The Town, acting within the respective jurisdiction of Select Board, Planning Board, Zoning Board of Appeals, Conservation Commission, Building Department, Water Department, Fire Department and Police Department, to the extent permitted by law and with due regard to all relevant statutes, regulations and public policy, will cooperate with GCTS to support the passage of the Zoning Amendment and in applications and approvals required for the Apartment Project.

Prompt Review: To the extent permitted by law and with due regard to all relevant statutes, regulations and public policy, the Select Board shall facilitate prompt review of the Project and the cooperation of all Town Boards Commissions, Departments and staff in the review and implementation of the Project.

M. Successors and Assigns

This Agreement shall run with the Campus and shall be binding upon and inure to the benefit of the Town, and the burden of the GCTS, and its successors in interest and assigns and all persons claiming any rights under GCTS including its successors, assigns, mortgagees and all others taking title in fee or less than fee or otherwise acquiring an interest to a part or all the Campus. The parties further agree that this Agreement, once executed, may be recorded by either party in the Essex County Registry of Deeds against the title of the Campus.

II. Additional Terms and Conditions

- A. Except for the provisions permitting unilateral termination by either Party contained in Section II.H., below, no modification or termination of this Agreement will be effective unless it is in writing and is signed by GCTS and the Select Board on behalf of the Town.
- B. The Parties agree that this Agreement is a fully integrated document and constitute the entire Agreement between them. The Parties expressly disclaim reliance on any representations, written or oral, other than those expressly contained in this Agreement.
- C. The Parties and their counsel agree that each party and counsel for each party to this Agreement has reviewed and had the opportunity to revise this Agreement and accordingly, the normal rule of construction (to the effect that any ambiguities are to be resolved against the drafting party) will not be employed in any interpretation of this Agreement.
- D. The Parties acknowledge that this Agreement shall be considered a public document pursuant to the Massachusetts Public Records Law and may be offered in evidence by either Party in any judicial or other legal proceeding to enforce any of its provisions against the other Party.

- E. The Parties agree that if any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality or unenforceability; all other terms hereof shall remain in full force and effect.
- F. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts.
- G. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.
- H. The Agreement shall become binding on and enforceable against the parties hereto only at such time as the Zoning Amendment in form and content acceptable to GCTS has been adopted by the Hamilton Town Meeting and approved by the Attorney General, with all rights of appeal exhausted or terminated and all permits and authorizations, if necessary, have been issued by the Town or its applicable boards and officials for the Apartment Project.
- I. Except as extended by written agreement signed by both parties, in the event the contingency contained in paragraph H is not satisfied by June 9, 2026, **then, no later than July 9, 2026**, either party may rescind this Agreement by delivering written notice of rescission to the other party and this Agreement shall be null and void and of no further legal effect on the parties.
- J. In the event that the Agreement is recorded and thereafter terminated, the parties agree to record a notice of termination of this Agreement at the Essex County Registry of Deeds.



WARRANT

For

Special Town Meeting

December 9, 2025

7:00 p.m.

Hamilton-Wenham Regional High School

Please recycle this warrant after the Town Meeting.

Town By-Laws

CHAPTER II

RULES AND PROCEDURE OF TOWN MEETINGS

SECTION 1. All articles in the warrant shall be taken up in the order of their arrangement, unless otherwise decided by a two-thirds vote, except that unanimous consent shall be required for inclusion of an Article in a "Consent Motion" group of Articles that will be taken up by the meeting for voting on the group.

SECTION 2. In case of motions to amend, or to fill out blanks, the one expressing the largest sum or the longest time shall be put first, and an affirmative vote thereon shall be a negative vote on any smaller sum or shorter time.

SECTION 3. The report of a committee shall be deemed properly before a meeting if a request for its acceptance is included in an article of the warrant and a copy is published in the Special Report or is filed with the Town Clerk fifteen days prior to the meeting. A vote to accept a final report shall discharge the committee but shall not be equivalent to a vote to carry out its recommendations. A vote on recommendations included in a committee report shall only be in order under an article to that effect in the warrant. A vote to accept a report of progress shall continue the committee under its original authority unless otherwise specified.

SECTION 4. If an article of the Warrant has once been acted upon and disposed of, it shall not be again considered at the meeting except by a two-thirds vote.

SECTION 5. No money shall be appropriated from the Stabilization Fund except by a 2/3 vote at a Town Meeting.

SECTION 6. Only registered voters of the Town shall be admitted and entitled to vote at any Annual or Special meeting provided that upon prior request the Moderator may admit to the meeting persons who are not registered voters and in his discretion may permit them to speak on a subject. Any person so permitted to speak at a meeting shall announce his full name and address to the meeting.

SECTION 7. Motions at Town Meeting shall be made orally, but the Moderator may require any motion also to be submitted in writing. Unless otherwise directed thereby the Moderator shall appoint all committees created by the vote of the Town.

SECTION 8. The conduct of all Town Meetings not prescribed by law or by the foregoing rules shall be determined by the rules of practice contained in the most current edition of Town Meeting Time, A Handbook of Parliamentary Law.

SECTION 9. On matters requiring a two-thirds vote, either by statute or these By-Laws, a count need not be taken and the vote need not be recorded unless the vote declared is immediately questioned by seven or more voters as provided in General Laws, Chapter 39, Section 15.

TABLE OF CONTENTS

Commented [TM1]: This will need to be updated.

WARRANT ARTICLE	DESCRIPTION	PAGE No.
SECTION 1	ELECTIONS, REPORTS, PROCEDURES	
2025/12 1-2	Reports	
2025/12 1-3	Article for Consent Motion	
SECTION 2	FINANCIAL ACTIONS	
2025/12 2-1	Prior Year Bills	
2025/12 2-2	Community Preservation – Town Hall Building Project	
SECTION 3	OTHER APPROPRIATIONS AND ACTIONS	
2025/12 3-1	Extension of Cell Tower Lease	
2025/12 3-2	Authorization to Convey Easement to NGrid – Town Hall Project	
SECTION 4	ZONING BYLAW AMENDMENTS	
2025/12 4-1	Zoning Bylaw Amendment – Brown’s Hill Overlay District	



ESSEX, SS

TO THE CONSTABLE OF THE TOWN OF HAMILTON:

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Hamilton qualified to vote in election and town affairs, to meet at the Hamilton-Wenham Regional High School Auditorium, 775 Bay Road in said town, on Tuesday, the ninth day of December, in the year Two Thousand Twenty-five (December 9, 2025) at seven o'clock in the evening (7:00 p.m.), then and there to act on the following articles.

SECTION 1: ELECTIONS, REPORTS, PROCEDURES

ARTICLE 2025/12 1-1 <i>Reports</i>	To hear reports of Town Officers and selected committees and to take action thereon or relative thereto.
ARTICLE 2025/12 1-2 <i>Article for Consent Motion</i>	To see if the Town will consolidate in one consent motion containing the motions for those articles that, in the opinion of the Moderator, are not controversial and can be passed without debate, or take any action thereon or relative thereto.

SECTION 2: FINANCIAL ACTIONS

ARTICLE 2025/12 2-1 <i>Prior Year Bills</i>	To see if the Town will raise and appropriate, transfer from available funds, or borrow pursuant to any applicable statute, a sum of money to pay any unpaid bills incurred in prior years, or take any action thereon or relative thereto. (Expected request \$_____) <i>A 9/10 vote is required to approve this article.</i> Brief Summary: <i>This article provides for payment of prior year bills which were not submitted or processed prior to the fiscal year ending on June 30, 2025.</i> Fiscal Year 2026 Tax Rate Impact: <i>None, as it is anticipated that the funds will come from Free Cash.</i> The Select Board (____) recommends favorable action. The Finance and Advisory Committee (____) recommends favorable action.
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Commented [TM2]: I note that if the tax rate has been set, the Town will not be able to fund this Article through taxation, and as a result, this funding source should be deleted.

Commented [TM3]: Please confirm.

ARTICLE 2023/12 2-2	To see if the Town will vote, pursuant to G.L. c.44B, to appropriate \$250,000.00 from the [Community Preservation Fund Historic Reserves Account Community Preservation Fund Undesignated Reserve Fund Account], which sum shall supplement the funds appropriated under various articles previously approved by Town Meeting for the restoration, rehabilitation and preservation of the historic Town Hall located at 577 Bay Road, including but not limited to design, project management costs, construction and all incidental and related costs; or take any action thereon or relative thereto. <i>Brief Summary: This article seeks to appropriate additional CPA funds to supplement prior appropriations for the Town Hall Building Project that commenced with the establishment of a Town Hall Building Committee by Town Meeting in April 2017. If approved, these funds, together with funds appropriated by previous Town Meetings, will enable the Town to complete the construction of the Town Hall Project.</i> <i>Fiscal Year 2026 Tax Rate Impact: The Community Preservation Budget is allocated from a 2% surcharge on to the property tax plus State matching funds. This is noted as a separate line item on your tax bill.</i> <i>The Select Board () recommends favorable action. The CPC (-) recommends favorable action. The Finance and Advisory Committee (-) recommends favorable action.</i>
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Commented [TM4]: Need to identify account.

Commented [TM5]: We could revise this to list the specific articles. However, as there were several articles over the past few years, some of which were further amended by subsequent Town Meeting votes, my thought is to use more general language.

SECTION 3: OTHER APPROPRIATIONS AND ACTIONS

ARTICLE 2025/12 3-1 <i>Extension of Lease Cell Tower</i>	To see if the Town will vote to authorize the Town Manager, with the approval of the Select Board, to enter into one or more leases with one or more telecommunications companies or extend the term of the existing lease, each for a term not to exceed forty (40) years, for the location of a telecommunications cell tower on the land located at 577 Bay Road, Hamilton, MA, being the rear parcel of the Town Hall property, on such terms and conditions as are acceptable to the Select Board and Town Manager, and further, to authorize the Town Manager to execute any and all documents necessary or appropriate to carry out the purposes of this article, or take any action thereon or relative thereto. <i>Brief Summary: This article seeks to authorize the Select Board to enter into a new lease or leases or extend the existing lease for the cell tower located at 577 Bay Road for up to a 40 term.</i> <i>Fiscal Year 2026 Tax Rate Impact: None.</i> <i>The Select Board () recommends favorable action. The Finance and Advisory Committee () recommends favorable action.</i>
ARTICLE 2025/12 3-2	To see if the Town will vote to authorize the Select Board to grant to Massachusetts Electric Company, also known as National Grid, on such terms

<i>Authorization to Convey Easement to NGrid – 577 Bay Road</i>	and conditions as the Select Board deems appropriate, a permanent utility easement in, through, under, over, and across a portion or portions of the Town-owned property located at 577 Bay Road and described in deeds dated April 8, 1897 in Book 1514, Page 354, April 26, 1926 in Book 2678, Page 49, November 26, 1979 in Book 6679, Page 747 and March 13, 1982 in Book 6938, Page 48, recorded with the Essex South County Registry of Deeds, which portion or portions are approximately shown on the sketch plan on file with the Town Clerk, as may be revised, or take any action thereon or relative thereto. Brief Summary: <i>This article seeks authorization to convey an easement to NGrid to enable NGrid to install conduit for the purposes of upgrading the electrical system at Town Hall as part of the Town Hall renovation project.</i> Fiscal Year 2026 Tax Rate Impact: <i>None.</i> The Board of Selectmen () recommends favorable action. The Finance and Advisory Committee () recommends favorable action.
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SECTION 4: ZONING BYLAW AMENDMENTS

ARTICLE 2025/12 4-1 <i>Zoning Bylaw Amendment - Brown's Hill Overlay District</i>	To see if the Town will vote to amend the Town of Hamilton Zoning Bylaw and Zoning Map to identify and create a new zoning district, being the Brown's Hill Overlay District; add or amend definitions; and make related or necessary changes to other sections of the Zoning Bylaw, all as set forth in Appendix A attached hereto; and to authorize the Town Clerk to undertake any necessary and related renumbering of the Zoning Bylaw, or take any action thereon or relative thereto. <i>A 2/3 vote is required to approve this article.</i> Brief Summary: <i>This article seeks to _____.</i> Fiscal Year 2026 Tax Rate Impact: <i>None.</i> The Select Board () recommends favorable action. The Finance and Advisory Committee () recommends favorable action. The Planning Board () recommends favorable action.
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Commented [TM6]: Please note that this is a placeholder pending approval of the final version of the ZBL amendment by the Planning Board.

ADJOURNMENT

Given under our hands this _____ day of
_____, 2025.

HAMILTON SELECT BOARD

William A. Olson, Chair

William W. Wilson

Rosemary I. Kennedy

Thomas B. Myers

Benjamin Galuza *Hamilton, Massachusetts*

I have this day served this warrant as directed by Chapter 1, Section 1b of the Town By-laws.

Constable, Town of Hamilton

Date

1000829/HAML/0001

**BULK RATE
U.S. POSTAGE PAID
PERMIT #24
HAMILTON, MA
01936**

POSTAL PATRON

Visit our website at www.hamiltonma.gov

Please join us

Tuesday, December 9, 2025

SPECIAL TOWN MEETING

***Hamilton-Wenham Regional High School
Auditorium***

7:00 p.m.

DEMOCRACY IS NOT A SPECTATOR SPORT

Please bring this warrant with you to the Town Meeting. Thank you.

Appendix A
ZONING BYLAW AMENDMENT
BROWN'S HILL

INSERT FINAL VERSION

1000829/HAML/0001

INTER-MUNICIPAL AGREEMENT
BETWEEN THE CITY OF GLOUCESTER AND
THE TOWNS OF ROCKPORT, MANCHESTER-BY-THE-SEA, HAMILTON AND
WENHAM

District Veterans' Service Office

THIS AGREEMENT dated as of this _____ day of _____, 2025 ("Agreement") by and between the city of Gloucester (hereinafter "Gloucester"), the town of Rockport (hereinafter "Rockport"), the town of Manchester-by-the-Sea (hereinafter "Manchester"), the town of Hamilton (hereinafter "Hamilton") and the town of Wenham (hereinafter "Wenham").

WITNESSETH THAT:

WHEREAS, Gloucester, Rockport, Manchester, Hamilton and Wenham desire to share the benefits and costs associated with a veterans' district office; and

WHEREAS, Gloucester, Rockport, Manchester, Hamilton, and Wenham have obtained authority to enter into this Agreement pursuant to G.L. c. 40, §4A and G.L. c. 115, §10;

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

1. District Veterans' Services Office. It shall be the intent of the parties to this Agreement to create a District Veterans Services Office ("DVSO").
2. DVSO Office. During the Term of this Agreement, as defined below, Gloucester, Rockport, Manchester, Hamilton and Wenham shall assume their respective shares of the costs associated with a DVSO as outlined in Section 9, subsections a and b of this Agreement. The parties shall share the services of a District Veterans' Services Officer ("DVSO") and a District Veterans' Benefits Coordinator ("DVBC"), and other personnel required to staff the DVSO, pursuant the state Department of Veterans' Services minimum personnel staffing requirements or as otherwise approved by the state Department of Veterans' Services.
3. Term. The term of this Agreement ("Term") shall commence on the date of execution hereof, and shall expire on June 30, 2028 unless earlier terminated as set forth in Section 10 of this Agreement. On or before April 1 of each year during the Term, the parties shall review their contractual relationship, the terms of which are set forth herein, to ensure that this Agreement continues to satisfy the needs and objectives of each community.
4. District Board. Upon full execution of this Agreement, and approval by the

state Department of Veterans' Services, in accordance with G.L. c. 115, §11, a District Board, comprised of the Mayor of Gloucester (or his/her designee), and the Chair of the Select Boards (or their designees) of the towns of Rockport, Manchester, Hamilton and Wenham shall be created. Each member shall have an equal vote, on all matters that come before the Board. The Board shall meet on at least a quarterly basis; all meetings of the Board shall comply with the Open Meeting Law and Public Records Law.

5. District Veterans Services Advisory Committee. Upon full execution of this Agreement, and approval by the state Department of Veterans' Services, in accordance with M.G.L. c. 115, § 11, a District Advisory committee, comprised of one member from the Veterans community of each respective community, Gloucester (representative chosen from the Gloucester United Veterans Council) Hamilton (Hamilton American Legion 194) Manchester (Manchester American Legion 113), Rockport (Rockport American Legion 98), Wenham (Wenham Veterans Council) shall be created. The Advisory Committee will ensure the Veterans voice is heard for each respective community and provide input to the Veterans Service Office. The Committee shall meet on at least a quarterly basis; all meetings of the Committee shall comply with the Open Meeting Law and Public Records Law.

6. Identity and Hiring of Personnel Staffing for the District. Gloucester employs one veterans' services officer and one clerical support staff which shall, upon execution of this agreement, become the DVSO and the DVBC. The DVSO shall be tasked with the hiring/firing of any and all subordinate staff including the DVBC. All costs for hiring the DVSO and DVSO staff, including but not limited to compensation, benefits, workers compensation, unemployment compensation, and other insurances, and the like, shall be borne by Gloucester.

7. Business Hours and Locations with the District. Gloucester's main office for veterans' services is located at 12 Emerson Avenue, Gloucester, MA, and maintains regular business hours from 8:00 a.m. to 4:00 p.m. Monday through Wednesday, 8:00 a.m. to 6:00 p.m. on Thursday and 8:00 a.m. to 12:00 p.m. on Friday. The main office in Gloucester shall, upon execution of this agreement, become the district office for veterans' services. Rockport, Manchester, Hamilton and Wenham shall maintain a posting of the location and office hours for the DVSO, in a place where public postings are regularly maintained at the Rockport, Manchester, Hamilton and Wenham Town Halls, as well as the location of any local veterans' services offices.

8. Duties: General. Gloucester shall provide the personnel for the district with the following stipulations:

- a. Duties shall be performed in the Gloucester Veterans' Office during regularly scheduled business hours from 8:00 a.m. to 4:00 p.m. Monday through Wednesday, 8:00 a.m. to 6:00 p.m. on Thursday and 8:00 a.m. to 12:00 p.m. on Friday.
- b. Chapter 115 benefits shall continue to be billed directly to the city/town where the veteran resides, and distribution of benefits payable to veterans in the

member municipalities under G.L. c. 115 shall be paid by the Treasurer of the member municipality in which the veterans reside.

- c. The DVSO shall serve as the Director of the office and will supervise all staff in their duties as related to the office, in accordance with Gloucester's ordinances, rules and regulations, and personnel policies. The DVSO shall be appointed and supervised in accordance with Gloucester's ordinances, rules and regulations, and personnel policies. Rockport, Manchester, Hamilton or Wenham may bring any concerns, questions or suggestions with respect to the operation of DVSO, including the performance of the DVSO or any staff, to the Gloucester Chief Administrative Officer. Rockport, Manchester, Hamilton or Wenham may also bring such concerns, questions or suggestions to the District Board, at a duly called Board meeting.
- d. The DVSO shall work with local veterans' service organizations from the member communities to assist the organizations in coordinating all ceremonies and parades in all member communities except for the annual Veterans and Memorial Day ceremonies which will remain the responsibility of each member community.
- e. Maintenance and care of Veterans Memorials and/or cemeteries will remain the responsibility of each member community.

9. Duties: District Veterans' Service Officer. The DVSO shall perform his/her duties as required by the respective ordinances and job descriptions of Gloucester, Rockport, Manchester, Hamilton and Wenham. Should a conflict of ordinances arise, the Gloucester ordinance shall control. The DVSO shall work primarily in the office space(s) provided by Gloucester. Gloucester will assume the cost of office supplies, postage, membership fees, travel, dues and subscriptions.

10. Assessments:

- a. Rockport, Manchester, Hamilton and Wenham shall each be assessed the amounts as outlined below:
Year 1 (07/01/25 - 06/30/26): \$17,250
Year 2 (07/01/26 - 06/30/27) \$17,750
Year 3 (07/01/27 - 06/30/28): \$18,250
- b. Said assessments shall be billed by the Treasurer's Office of the City of Gloucester in two equal installments, payment of which shall be due on or about September 1 and March 1 of each fiscal year.
- c. As noted above, all costs associated with the operation of the DVSO shall be paid by Gloucester including salaries for the DVSO and the DVBC.
- d. Each member community will be responsible for funding its own procurement

of flags and maintenance of flag protocol. Purchase and placement of cemetery flags will remain the responsibility of each member community in accordance with MGL c. 155 §9 which includes the placement and removal of said flags.

11. Termination. This Agreement may be terminated by any party for any reason with written notice to the remaining parties, no later than sixty days prior to the expiration of the then-current fiscal year. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

12. Assignment. No party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other parties.

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

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

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

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

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

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

Office of the Mayor

City of Gloucester
9 Dale Avenue
Gloucester, MA 01930

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

[Intentionally left blank.]

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

Select Board
Town Office Building
34 Broadway
Rockport, MA 01966

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

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

Select Board
Town Office Building
10 Central Street
Manchester-by-the-Sea, MA 01944

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

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

Select Board
Town Office Building
577 Bay Road
Hamilton, MA 01936

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

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

Select Board
Town Office Building
138 Main Street
Wenham, MA 01984

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

18. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

19. Financial Safeguards. Gloucester shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Gloucester shall maintain accurate and comprehensive records of all costs incurred by or on account of the DVSO, and all reimbursements and contributions received from Rockport, Manchester, Hamilton and Wenham. On an annual basis, the parties' financial officers shall jointly audit the accounts of the DVSO to ensure accounting consistency and reliability.

20. Justification for District Formation per Massachusetts Department of Veteran Services. The parties hereto rely upon the documents attached as Appendix A as constituting a rational basis for approval by the Massachusetts Secretary of Veteran Services for the formation of a veterans' regional services district established in accordance with 108 CMR 12.02(2)(a) through 12.02(2)(f).

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

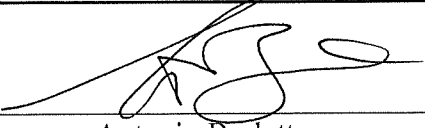
CITY OF GLOUCESTER

By _____
Greg Verga
Mayor of Gloucester

TOWN OF ROCKPORT

By _____
Mitchell Vieira
Town Administrator
As authorized by the Select Board

TOWN OF MANCHESTER-BY-THE-SEA

By  _____
Antonio Barletta
Town Administrator
As authorized by the Select Board

TOWN OF HAMILTON

By _____
Joseph J. Domelowicz Jr.
Town Manager
As authorized by the Select Board

TOWN OF WENHAM

By _____
Steve Poulos
Town Administrator
As authorized by the Select Board