



**Town of Hamilton  
Select Board  
Monday, May 20, 2024**

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

7:00 PM

Hamilton Wenham Public Library Meeting Room  
14 Union St., Hamilton, MA

**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/89960647298?pwd=dUUyYUyYclldPdGlMeStjOHdpbDh1Wklxdz09>

**Meeting ID: 899 6064 7298**

**Passcode: 824614**

**One tap mobile**

+16469313860,,89960647298#,,,,\*824614# US  
+19292056099,,89960647298#,,,,\*824614# US (New York)

**Dial by your location**

- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)

7:00 p.m.	Call to order - Memorial Room
<b>ANNOUNCEMENTS &amp; BOARD OPENINGS</b>	
	<p><b>Board and Committee openings:</b></p> <ul style="list-style-type: none"> <li>• Conservation Commission – 2 openings</li> <li>• Council on Aging - 2 associate openings</li> <li>• Finance and Advisory Committee – 1 opening, 1 associate opening</li> <li>• Hamilton Wenham Cultural Council – 1 opening</li> <li>• 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)</li> <li>• Human Rights Commission - 1 opening</li> <li>• Planning Board - 1 associate opening</li> <li>• Zoning Board of Appeals – 1 associate opening</li> </ul>
	<b>Public Comment (3 minutes on topics not already on the agenda)</b>

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.

	<b>Select Board Members/Town Manager Reports</b>
<b>CONSENT AGENDA</b>	
<ul style="list-style-type: none"> <li>• Approve Minutes of April 22, 2024 Select Board meeting</li> </ul>	
<b>AGENDA</b>	
7:15 p.m.	<ul style="list-style-type: none"> <li>• Approve request from HWRHS to allow graduate flags along Bay Road</li> <li>• Review project priorities and ARPA funding request for Patton Park and sidewalk improvements as presented on May 6, 2024 – Discuss and Vote</li> <li>• Review request for citizen led effort to create a bus shelter for students at Forest St. and Gregory Island Rd.</li> <li>• Discuss request by private citizens to use COA for a public information sharing on May 30, 2024 – the town does not have a policy on the use of public facilities</li> <li>• Discuss need for a one-page statement about various proposals and projects (ie., MBTA 3A zoning, Elementary School, Gordon Conwell and 133 Essex 40b)</li> <li>• Discuss roles of liaisons with boards and committees</li> <li>• Discuss Regional School District Agreement priorities and process</li> <li>• New Business</li> </ul>

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.



Town of Hamilton  
Select Board  
Meeting Minutes of April 22, 2024

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 April 22, 2024 at 7:00pm. This meeting was held via Zoom access 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: Caroline Beaulieu (2025); Thomas Myers (2025); Bill Wilson (2026); William Olsen (2027); Rosemary Kennedy (2027).

**Call to order:** *With a quorum present, Vice Chair Beaulieu called the meeting to order at 7:07 PM, identified the meeting was being recorded and those present:* B. Wilson, T. Myers, Clerk, C. Beaulieu, Vice Chair, R. Kennedy. Not present: W. Olson. Also present: Joseph J. Domelowicz Jr., Town Manager; and others as noted.

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

- 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
- Human Rights Commission - 1 opening
- Planning Board - 1 Associate opening
- Zoning Board of Appeals – 1 Associate opening

**Select Board updates:**

**R. Kennedy** reported that the Master Plan Steering Committee met the previous week, reviewed the final draft plan and endorsed it to go on to the Planning Board. She was pleased with the finished product. She noted that the Friends of the COA have donated a new ping-pong table to the Senior Center and they would like to put the old table into surplus status, and accept the new table. J. Domelowicz noted they could put the disposition of the old table on the next agenda. It is not necessary to vote to accept the new table.

**B. Wilson** thanked everyone who served on the Master Plan committee and to the Town staff for their work also. He expressed his support of the finished product as well.

**Public Comment:** There were no comments.

**Agenda:**

- **Organize the Select Board for the coming year**

**o Nominations and Votes for Select Board Chair**

B. Wilson nominated C. Beaulieu as Chair of the Board. C. Beaulieu accepted the nomination.

**Vote:** *The Board voted unanimously by roll call to appoint C. Beaulieu as Chair of the Board.*

**o Nominations and Votes for Select Board Vice Chair**

R. Kennedy nominated B. Wilson as Vice-Chair of the Board. B. Wilson accepted the nomination.

**Vote:** *The Board voted unanimously by roll call to appoint B. Wilson as Vice-Chair of the Board.*

**o Nominations and Votes for Select Board Clerk/Secretary**

C. Beaulieu nominated T. Myers to continue as Clerk. T. Myers accepted the nomination.

**Vote:** *The Board voted unanimously by roll call to re-appoint T. Myers as Clerk of the Board.*

- **Approve Appointment of Shawn Farrell to the Community Preservation Committee**

*Vote: The Board voted unanimously by roll call to appoint Shawn Farrell to the Community Preservation Committee.*

- **Approve banner request for HW Garden Club on banner rack on Bay Road - Vote**

*Vote: The Board voted unanimously by roll call to approve the banner request from the HW Garden Club.*

- **Approve banner request for Patton Homestead Music Series Banner on Tennis Courts – Vote**

*Vote: The Board voted unanimously by roll call to approve the banner request for Patton Homestead Music Series.*

- **Approve use of Perpetual Care Funds (\$3,084) for annual grub treatment at Hamilton Cemetery – Vote**

*Vote: The Board voted unanimously by roll call to approve the use of Perpetual Care Funds in the amount of \$3,084 for annual grub treatment at Hamilton Cemetery.*

- **Review Draft letter to MSBA (Massachusetts School Building Authority) regarding the offer of 50-year lease to the Cutler School Site to the Hamilton Wenham Regional School District – Vote**

Chair Beaulieu identified there was a draft of the letter in the packet regarding the Town of Hamilton commitment to the ongoing Cutler School Building project and the town's willingness to commit to a long-term lease of the Cutler School property, located at 237 Asbury St., for a school building project and proceeded to read the letter aloud for the benefit of the public. B. Wilson noted that this is part of the process of the MSBA, and also noted there is agreement to open the Regional School District Agreement among the two towns, Hamilton & Wenham, and the HW Regional School District.

*Vote: The Board voted unanimously by roll call to approve the draft letter to the MSBA, which offers a 50-year lease of the Cutler School Site to the Hamilton Wenham Regional School District.*

- **Discuss Draft Agreement with Chebacco Realty Trust for Friendly 40B and support at the ZBA**

**Town Counsel, Attorney Amy Kwesell, KP Law was present for this discussion.**

Chair Beaulieu observed there was a large number of people on Zoom waiting to speak on this issue, and outlined the process for public comment and asked for respectful dialogue. R. Kennedy opined this is a complicated issue and observed there was no application in the packet to review. She expressed concern about discussing an agreement without adequate background, and suggested postponing the discussion. Chair Beaulieu explained that the original application by the developer was rejected by the Planning Board. There was concern at the time that if the developer came back with a 40B proposal there would not be much, if anything, the town could do about it. Now that the 40B proposal has been received, this is the current situation.

She went on to clarify that the Select Board cannot stop a 40B application and does not have jurisdiction in this matter that it is within the purview of the Planning Board to some degree, but mainly is under the jurisdiction of the Zoning Board of Appeals (ZBA). T. Myers noted the letter under discussion would allow the Town to move into a friendly 40B agreement with the Developer and negotiate favorable terms for the town. The current application now includes 9 units of affordable housing in addition to the planned market rate units. If the development goes forward without being a friendly 40B, the development will still happen anyway and the Town will not get anything additional.

Town Counsel Amy Kwesell reviewed that the developer has offered some mitigation early in the process, which affords the Town the opportunity to enter into a memorandum of agreement with them. Chair Beaulieu explained that the Select Board draft letter states to the ZBA that if the project is approved, here are things that the Select Board has pre-negotiated on behalf of the Town in terms of mitigation, such as water line connection, trail connections, conservation restrictions, easements, trail head parking, funding for a COA van, etc. R. Kennedy reiterated that the applications are not in the packet, and questioned why the Town would enter into a friendly 40B given the original application was unanimously rejected by the Planning Board. She further asserted that the mitigations proposed are "ridiculous".

Attorney Kwesell spoke on the 40B application process and explained that once the ZBA opens the public hearing on a 40B application, the developer does not have to offer the things they are currently offering in negotiations with the Town. She clarified that under a 40B application, the ZBA will act on behalf of the other Town Board/Committees as waivers may not be denied for 40B developments because Hamilton has not yet reached 10% of its housing inventory as affordable housing. This is state regulated with a presumption by the state that affordable housing outweighs other needs. The goal is to condition this project to get the best possible outcome for the Town. If the memorandum is delayed, the risk to the Town is the loss of mitigation items currently being offered by the developer.

Attorney Kwesell explained the fluctuation in the affordable housing counts and how the state process works in terms of counting units towards the Subsidized Housing Inventory (SHI). B. Wilson commented that this is a private landowner who has the right to sell their land and trying to deny them their rights could lead to expensive litigation. R. Kennedy stated again that she

believes they should postpone the discussion until it has been more fully examined and more asked of the developer. Chair Beaulieu expressed that if the discussion is postponed, it will be on the agenda for the Select Board agenda on May 6, allowing for time to think through additional mitigations to ask of the developer. She reminded the Board of the legal advice they have received that the Town has very little leverage in this situation. T. Myers noted that he, the Town Manager, and the previous Chair Shawn Farrell already had a lengthy meeting with the developer and discussed a lot of the issues, and the result is the list of mitigation factors that they were willing to agree to, as currently stated in the draft letter. There is a chance that all of that could be lost by delaying and spending more time on generating ideas. The Board ultimately agreed to table this discussion to the May 6 meeting and to prepare a draft list of mitigations to be reviewed by Town Counsel. Suggestions for mitigations to be requested from the Board members and from the public should be submitted to Town Manager J. Domelowicz, who will compile the responses.

**New Business:** Future agenda items will include the disposition of the ping-pong table for the Senior Center, the Town Manager contract, and liaisons to Boards and Committees. Board members should submit their liaison preferences to the Chair in advance of the meeting.

**Adjournment Vote:** *The Select Board voted unanimously by roll call to adjourn the meeting at 8:10PM.*

*Meeting Packet Enclosures:*

- Application for Board and Committee membership – Shawn Farrell
- Email request from HW Garden Club re: plant sale banner
- Email request from Patton Homestead for Spring Music Series banner
- Email from Tim Olson requesting use of the Perpetual Care funds, and quote for grub treatment
- Draft letter to the HW Regional School District re: Cutler School site lease
- Draft Memorandum of Understanding re: Chebacco Hill Capital Partners
- Draft letter of support to Zoning Board of Appeals re: Chebacco Hill Capital Partners

*Respectfully submitted by D. Pierotti, Recording Secretary, 4/10/24.  
The minutes were prepared from video.*

Respectfully submitted as approved at \_\_\_\_\_ meeting.

\_\_\_\_\_ Tom Myers, Clerk

## Joe Domelowicz

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**From:** Laurie Wilson  
**Sent:** Thursday, May 16, 2024 9:23 AM  
**To:** Joe Domelowicz  
**Subject:** FW: External Email Warning Re: External Email Warning Follow up on phone call

Joe, did you receive this information also?

**From:** Menegoni, Bryan <B.Menegoni@hwschools.net>  
**Sent:** Wednesday, May 15, 2024 7:55 PM  
**To:** Laurie Wilson <lwilson@hamiltonma.gov>  
**Subject:** External Email Warning Re: External Email Warning Follow up on phone call

Hi Laurie –

Yes, I would like to submit an agenda item.

We would like to place yard signs with Class of 2024 graduates' names and possibly pictures down 1A in Hamilton and Wenham.

The signs are 18 inches by 24 inches.

We likely would place them at some point during the week leading up to graduation, probably soon after Memorial Day and then take them down Sunday/Monday after graduation.

We are hoping that this can be a nice connection with the communities as we celebrate our newest graduates.

We are still seeing if this is feasible on our end, and just want to have the permission of the towns if we are able to pull this together.

Thanks

Bryan

★ ★ ★ ★  
Bryan Menegoni  
Principal  
Hamilton-Wenham Regional High School  
775 Bay Road  
Hamilton, MA 01982  
978-468-0488  
Go Generals!

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**From:** Laurie Wilson <[lwilson@hamiltonma.gov](mailto:lwilson@hamiltonma.gov)>  
**Date:** Tuesday, May 14, 2024 at 11:17 AM

**To:** Bryan Menegoni <[B.Menegoni@hwschools.net](mailto:B.Menegoni@hwschools.net)>  
**Subject:** RE: External Email Warning Follow up on phone call

**Caution:** This email originated from an external source and not from the hwschools.net email ecosystem. Be thoughtful when interacting with any links, attachments, or responding, unless you know the sender and expect such an email.

Hello Bryan,

Joe mentioned to me that you were going to submit an agenda item for the Select Board meeting on May 20. We will be working on the agenda over the next couple of days, so if you could let us know soon that would be helpful.

Thank you,  
Laurie

*Laurie Wilson*

Assistant to the Town Manager / Community Preservation Coordinator  
Town Offices at Patton Homestead – 650 Asbury St. | Mailing Address - P.O. Box 429, Hamilton, MA 01936  
978-626-5202 | [lwilson@hamiltonma.gov](mailto:lwilson@hamiltonma.gov)

**From:** Menegoni, Bryan <[B.Menegoni@hwschools.net](mailto:B.Menegoni@hwschools.net)>  
**Sent:** Thursday, May 9, 2024 10:55 AM  
**To:** Laurie Wilson <[lwilson@hamiltonma.gov](mailto:lwilson@hamiltonma.gov)>  
**Subject:** External Email Warning Follow up on phone call

Hello Laurie –

I am following up on a phone message I left regarding something we would like to do for the high school graduation.

Could you give me a call at the number below and we can discuss?

Thanks

Bryan

★ ★ ★ ★  
Bryan Menegoni  
Principal  
Hamilton-Wenham Regional High School  
775 Bay Road  
Hamilton, MA 01982  
978-468-0488  
Go Generals!

**Town of Hamilton**  
**ARPA FUNDS #0212**

Select Board Authorized Spending per Memo 9/27/2022:	Amount Authorized	FY2023 Spending	FY2024 Spending	Remaining Funds
Public Health Response to COVID	\$ 75,000.00	\$ 54,748.21	\$ -	\$ 20,251.79
Municipal Employee Pandemic Stipends	\$ 79,250.00	\$ 79,250.00	\$ -	\$ -
GAC Pre-Filtration Project	\$ 1,400,000.00	\$ 666,317.01	\$ 592,066.55	\$ 141,616.44
Asbury Grove Backflow Project	\$ 115,000.00	\$ 101,732.70	\$ -	\$ 13,267.30
Strategic Plan - Gordon Conwell Seminary	\$ 65,000.00	\$ 62,096.90	\$ -	\$ 2,903.10
	<u>\$ 1,734,250.00</u>	<u>\$ 964,144.82</u>	<u>\$ 592,066.55</u>	<u>\$ 178,038.63</u>
<hr/>				
<b>Select Board Authorized Spending per Memo 7/17/2023:</b>				
Town Master Plan Implementation	\$ 31,500.00	\$ -	\$ 31,500.00	\$ -
MCVC Cultural Facilities Grant Matching	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
<b>Unencumbered Funds</b>	<b>* \$ 590,749.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 590,749.00</b>
<b>Total ARPA Funds</b>	<u><b>\$ 2,406,499.00</b></u>	<u><b>\$ 964,144.82</b></u>	<u><b>\$ 623,566.55</b></u>	<u><b>\$ 818,787.63</b></u>
<hr/>				
<b>Proposed Request to Select Board 3/18/2024:</b>				
<b>Unencumbered Funds</b>	<b>* \$ 590,749.00</b>			
Single Audit Act - CliftonLarsenAllen LLP Single Audit Expense - already paid	\$ (5,500.00)			
Sidewalk Repairs & Improvements	\$ (250,000.00)			
Patton Park Improvements	<u>\$ (100,000.00)</u>			
Remaining Unencumbered Funds	<u><u>\$ 235,249.00</u></u>			



# TOWN OF HAMILTON

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## TOWN MANAGER

Date: March 13, 2024  
TO: Hamilton Select Board  
FROM: Town Manager Joseph Domelowicz Jr.  
& Finance Director Wendy Markiewicz  
RE: Request for use of ARPA funds for Sidewalks & Patton Park

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I request the Select Board authorize the use of ARPA (American Rescue Plan Act) funding to be used to pay for the following items:

Single Audit of ARPA Expenses -	\$5,500
Sidewalk repairs and improvements -	\$250,000
Patton Park Improvements -	\$100,00

The town currently has a total of \$590,749 in unencumbered ARPA funds, it must obligate by December 2024, as well as an additional \$178,038 in previously authorized funds that have not been spent and will likely have to be reauthorized to new projects. To obligate funds the town must enter into contracts or otherwise expend the funds.

### Single Audit expense –

The \$5,500 sought here is for an expense that has already been incurred and paid through the Finance Department for the 2023 Single Audit of the town's federal funding. A Single Audit is required in any year, when a community spends at least \$750,000 in federal funds to ensure that spending was conducted in accordance with federal guidelines. The Single Audit in this case was conducted on FY2023 spending but the expense is a current FY 2024 expense. At the time we contracted for the audit and paid the expense, audit expenses were not classified as an allowable expense under the ARPA guidelines. Audit expenses have since been authorized under ARPA. Reclassification of this expense to ARPA, would allow the town to reclaim the \$5,500 in its Finance expenses and make that funding available for other finance related expenses or fall to free cash at the close of the year.

### Sidewalks and Patton Park –

In the current year 2024 capital plan, the Town Manager's proposal had called for authorizing \$250,000 in sidewalk repairs and improvements and \$100,000 toward improvements at Patton Park, following the completion of the Patton Park Master plan. Due to staff turnover in the finance department and other on-going projects, the request to the Select Board for these funds was delayed until now. The 2025 proposed capital spending plan again calls for these projects to be highlighted and undertaken.



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# TOWN OF HAMILTON

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## TOWN MANAGER

The requested \$250,000 for sidewalks will be added to a proposed \$250,000 in Assessors Overlay release expense being sought in the FY2025 Capital Plan at Town Meeting in April. This would give the Public Works Department a total of \$500,000 to expend toward sidewalk repairs and improvements in the next calendar year.

Similarly, the \$100,000 for Patton Park improvements, consistent with priorities identified in the Patton Park Master Plan, would begin to make progress in improving and beautifying the largest single park in our community.

If these requests are granted as presented, the town will still have \$235,249 in unencumbered ARPA funds and potentially \$178,038 in reclaimed ARPA funds. That could be a total of \$413,287 that must be obligated by the town by December 31, 2024, or it will be lost. If the Select Board in its discussions would like to authorize more funding to either of these two projects, there certainly is room to do so – with the \$235,249. Though, at this point, I would refrain, from re-authorizing the \$178,038, because there may still be some bills received on the GAC project.

I would also ask that we keep aside \$5,000 or so, to be able to afford a second Single Audit of FY2024 federal spending as well.



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**HAMILTON PATTON PARK MASTER PLAN**

Prepared by CBA Landscape Architects LLC  
5/6/2024

<b>PHASE A1</b> Phase A1 Scope: Primary Park Path System, Improve Site Drainage near Pond, and Benches/Trash Receptacles						
Phase	Item	Quantity	Unit	Unit Price	Subtotal	Total
<b>Site Preparation, Demolition, Earthwork</b>						
	Misc Geotechnical Exploration	1	ALLOW	\$16,000.00	\$16,000.00	
	Mobilization, Logistics, Site Fencing, Erosion Control	1	ALLOW	\$15,000.00	\$15,000.00	
	Earthwork	1	ALLOW	\$15,000.00	\$15,000.00	
	Repair Drainage by Pond	1	LS	\$30,000.00	\$30,000.00	
						<b>\$76,000.00</b>
<b>Paving, Furnishings, &amp; Site Improvements</b>						
	Bit. Conc. Paving (Pedestrian) - Primary Park Path	10600	SF	\$8.00	\$84,800.00	
	Conc. Pads for Benches	150	SF	\$12.00	\$1,800.00	
	Stabilized Stonedust Paving (Organic-Lock) or All-Persons "Trail Mix" (Mass Audubon)	660	SF	\$8.00	\$5,280.00	
	Bench with Back (along paths)	5	EA	\$2,274.00	\$11,370.00	
	Set of Trash and Recycling Receptacles	2	EA	\$3,000.00	\$6,000.00	
	Park Entrance Sign and Stone Entrance Markers	1	ALLOW	\$10,000.00	\$10,000.00	
	3 Wayfinding Signs Along Main Pathways	1	ALLOW	\$10,000.00	\$10,000.00	
						<b>\$129,250.00</b>
<b>Plantings</b>						
	Lawn (Along Paths) - Loam & Seed	10000	SF	\$1.00	\$10,000.00	
						<b>\$10,000.00</b>
Subtotal						<b>\$215,250.00</b>
2.5% Bond, 15% Overhead and Profit, 10% Contingency / Misc. Expenses						\$59,193.75
3% Escalation (3% over 1 year)						\$8,233.31
<b>PHASE A1 Construction Cost</b>						<b>\$282,677.06</b>
Design Fee - 12% of Construction Cost for DD through CA, Incl. All Engineering:						\$33,921.25
<b>PHASE A1 Total Cost</b>						<b>\$316,598.31</b>

<b>PHASE A2</b> Phase A2 Scope: Pond Loop Path, Improve Drainage in Field, Shade Tree Planting, and Benches/Trash Receptacles						
Phase	Item	Quantity	Unit	Unit Price	Subtotal	Total
<b>Site Preparation, Demolition, Earthwork</b>						
	Misc Geotechnical Exploration	1	ALLOW	\$16,000.00	\$16,000.00	
	Mobilization, Logistics, Site Fencing, Erosion Control	1	ALLOW	\$15,000.00	\$15,000.00	
	Earthwork	1	ALLOW	\$15,000.00	\$15,000.00	
	Repair Drainage at Ball Field	1	LS	\$100,000.00	\$100,000.00	
						<b>\$146,000.00</b>
<b>Paving, Furnishings, &amp; Site Improvements</b>						
	Bit. Conc. Paving (Pedestrian) - Pond Loop Path only	10000	SF	\$8.00	\$80,000.00	
	Conc. Pads for Benches	100	SF	\$12.00	\$1,200.00	
	Stabilized Stonedust Paving (Organic-Lock) or All-Persons "Trail Mix" (Mass Audubon)	1000	SF	\$8.00	\$8,000.00	
	Bench with Back (along paths)	5	EA	\$2,274.00	\$11,370.00	
	Set of Trash and Recycling Receptacles	2	EA	\$3,000.00	\$6,000.00	
						<b>\$106,570.00</b>
<b>Plantings and Pruning</b>						
	Prune Existing Tree	30	EA	\$300.00	\$9,000.00	
	Shade Tree – 3.5-4" Caliper	48	EA	\$1,800.00	\$86,400.00	
	Flowering Trees - 2.5-3" Caliper	11	EA	\$1,200.00	\$13,200.00	
	Shrubs	42	EA	\$150.00	\$6,300.00	
	Lawn (Along Paths) - Loam & Seed	10000	SF	\$1.00	\$10,000.00	
						<b>\$124,900.00</b>
Subtotal						<b>\$377,470.00</b>
2.5% Bond, 15% Overhead and Profit, 10% Contingency / Misc. Expenses						\$103,804.25
3% Escalation (3% over 2 years)						\$28,876.46
<b>PHASE A2 Construction Cost</b>						<b>\$510,150.71</b>
Design Fee - 12% of Construction Cost for DD through CA, Incl. All Engineering:						\$61,218.08
<b>PHASE A2 Total Cost</b>						<b>\$571,368.79</b>

**PHASE A1 SCOPE**

- Drainage repair near Route 1A
- Primary park path system



**ROADWAYS \$ 2,173,250**

**Chebacco Road  
SAY \$ 470,000**

Item	Quantity	Units	Unit Price	Total
HMA Mill & Overlay	6844	SY	\$ 22	\$ 150,578
Full Depth Pavement	2933	SY	\$ 100	\$ 293,333

Subtotal = \$ 443,911  
5% Contingency = \$ 22,196  
Total = \$ 466,107

**Bridge Street - Bay Rd to Miles River Culvert  
SAY \$ 420,000**

Item	Quantity	Units	Unit Price	Total
HMA Mill & Overlay	5200	SY	\$ 22	\$ 114,400
Full Depth Pavement	0	SY	\$ 100	\$ -
Drainage Modifications	1	LS	\$ 250,000	\$ 250,000

Subtotal = \$ 364,400  
15% Contingency = \$ 54,660  
Total = \$ 419,060

**Miles River Road  
SAY \$ 410,000**

Item	Quantity	Units	Unit Price	Total
HMA Mill & Overlay	8000	SY	\$ 22	\$ 176,000
Full Depth Pavement	1600	SY	\$ 100	\$ 160,000
Drainage Modifications	1	LS	\$ 20,000	\$ 20,000

Subtotal = \$ 356,000  
15% Contingency = \$ 53,400  
Total = \$ 409,400

**Bridge Street - School St to Rt 22  
SAY \$ 515,000**

Item	Quantity	Units	Unit Price	Total
HMA Mill & Overlay	17000	SY	\$ 22	\$ 374,000
Full Depth Pavement	500	SY	\$ 100	\$ 50,000
Drainage Modifications	1	LS	\$ 20,000	\$ 20,000

Subtotal = \$ 444,000  
15% Contingency = \$ 66,600  
Total = \$ 510,600

**Rock Maple Avenue  
SAY \$ 305,000**

Item	Quantity	Units	Unit Price	Total
HMA Mill & Overlay	7920	SY	\$ 22	\$ 174,240
Full Depth Pavement	880	SY	\$ 100	\$ 88,000
Drainage Modifications	1	LS	\$ -	\$ -

Subtotal = \$ 262,240  
15% Contingency = \$ 39,336  
Total = \$ 301,576

**Greenbrook Road  
SAY \$ 50,000**

Item	Quantity	Units	Unit Price	Total
Full Depth Pavement	200	SY	\$ 100	\$ 20,000
Additional Exc	220	CY	\$ 100	\$ 22,000
Additional Gravel	220	CY	\$ 60	\$ 13,200

Subtotal = \$ 42,000  
15% Contingency = \$ 6,300  
Total = \$ 48,300

**SIDEWALKS \$ 2,110,000**

**Essex Street  
SAY \$ 205,000**

Item	Quantity	Units	Unit Price	Total
HMA Sidewalk	500	SY	\$ 80	\$ 40,000
New Granite Curb	900	FT	\$ 85	\$ 76,500
Loam & Seed	300	SY	\$ 25	\$ 7,500
Drainage Modifications	1	LS	\$ 50,000	\$ 50,000

Subtotal = \$ 174,000  
15% Contingency = \$ 26,100  
Total = \$ 200,100

**Highland Street - #50 to Asbury  
SAY \$ 560,000**

Item	Quantity	Units	Unit Price	Total
HMA Sidewalk	1700	SY	\$ 80	\$ 136,000
New Granite Curb	3000	FT	\$ 85	\$ 255,000
New ADA Ramps	10	EA	\$ 2,000	\$ 20,000
Loam & Seed	1000	SY	\$ 25	\$ 25,000
Drainage Modifications	1	LS	\$ 50,000	\$ 50,000

Subtotal = \$ 486,000  
15% Contingency = \$ 72,900  
Total = \$ 558,900

**Highland Street - Asbury South to Asbury North  
SAY \$ 75,000**

Item	Quantity	Units	Unit Price	Total
HMA Sidewalk	250	SY	\$ 80	\$ 20,000
New Granite Curb	440	FT	\$ 85	\$ 37,400
New ADA Ramps	2	EA	\$ 2,000	\$ 4,000
Loam & Seed	150	SY	\$ 25	\$ 3,750
Drainage Modifications	1	LS	\$ -	\$ -

Subtotal = \$ 65,150  
15% Contingency = \$ 9,773  
Total = \$ 74,923

**Asbury Street North  
SAY \$ 460,000**

Item	Quantity	Units	Unit Price	Total
HMA Sidewalk	1300	SY	\$ 80	\$ 104,000
New Granite Curb	2300	FT	\$ 85	\$ 195,500
New ADA Ramps	2	EA	\$ 2,000	\$ 4,000
Loam & Seed	800	SY	\$ 25	\$ 20,000
Drainage Modifications	1	LS	\$ 75,000	\$ 75,000

Subtotal = \$ 398,500  
15% Contingency = \$ 59,775  
Total = \$ 458,275

**Lois Street  
SAY \$ 265,000**

Item	Quantity	Units	Unit Price	Total
HMA Sidewalk	925	SY	\$ 80	\$ 74,000
New Granite Curb	1650	FT	\$ 85	\$ 140,250
Loam & Seed	550	SY	\$ 25	\$ 13,750
Drainage Modifications	1	LS	\$ -	\$ -

Subtotal = \$ 228,000  
15% Contingency = \$ 34,200  
Total = \$ 262,200

**Postgate Road  
SAY \$ 295,000**

Item	Quantity	Units	Unit Price	Total
HMA Sidewalk	1025	SY	\$ 80	\$ 82,000
New Granite Curb	1830	FT	\$ 85	\$ 155,550
Loam & Seed	610	SY	\$ 25	\$ 15,250
Drainage Modifications	1	LS	\$ -	\$ -

Subtotal = \$ 252,800  
15% Contingency = \$ 37,920  
Total = \$ 290,720

**Madonna Drive and Anthony Road  
SAY \$ 235,000**

Item	Quantity	Units	Unit Price	Total
HMA Sidewalk	625	SY	\$ 80	\$ 50,000
New Granite Curb	1650	FT	\$ 85	\$ 140,250
Loam & Seed	550	SY	\$ 25	\$ 13,750
Drainage Modifications	1	LS	\$ -	\$ -

Subtotal = \$ 204,000  
15% Contingency = \$ 30,600  
Total = \$ 234,600

**Willow Street Access Ramps  
SAY \$ 15,000**

Item	Quantity	Units	Unit Price	Total
New Curb Ramps	6	EA	\$ 2,000	\$ 12,000

Subtotal = \$ 12,000  
15% Contingency = \$ 1,800  
Total = \$ 13,800

## DONATION AND LICENSE AGREEMENT

THIS AGREEMENT made the 27 day of March, 2024 by and between the Town of Hamilton, Massachusetts, a municipal corporation with a usual place of business at Hamilton Town Hall, 577 Bay Road Street, Hamilton, MA 01936, acting by its Board of Selectmen (the "Town"), and Eric Mimmo, with an address of 3 Beech St, S Hamilton, Massachusetts ("01982").

WHEREAS, Eric Mimmo desires to donate materials and labor to construct Bus Stop, including time + material at a Town-owned property located at Gregory Island Road (the "Property").

WHEREAS, the Town is willing to accept Eric Mimmo's donation of materials and labor for the stated purpose.

NOW THEREFORE, in consideration of the promises and covenants exchanged herein and other good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the Town and Eric Mimmo agree as follows:

1. Bus Stop and Associated Work. Eric Mimmo shall construct Bus Stop Structure which shall consist of the installation of concrete pad, benches, and covering on the Property in strict accordance with the "Design," hereinafter defined. Eric Mimmo agrees that he shall donate all materials and labor required for the design, site preparation and installation of the pavilion, and the Town shall have no obligation or liability to Eric Mimmo, nor to any other person or entity, for or in connection with such work.
2. Laws and Regulations. During the performance of any work on the Property, Eric Mimmo, and any person or entity acting for him or on his behalf, shall comply with all local, state and federal laws, codes and regulations, including, but not limited to, such codes, laws and regulations regarding worker safety.
3. Security of the Work Site and Stored Materials. Eric Mimmo shall be solely responsible for the safety of the work site, and shall install such fences or barriers as shall protect the work site and the public during the construction period. Eric Mimmo shall also be solely responsible for the security of all materials and equipment stored at the work site, and the Town shall have no liability for loss or damage to same.
4. Property Restoration. Eric Mimmo shall restore to its original condition the Property and surrounding areas affected by any construction or related work, and shall remove all construction related materials and equipment from the Property upon the completion of the work.
5. Before the commencement of any construction work, the following tasks must be completed:

- a. Design Plans. Eric Mimmo must submit to the Town Manager a complete set of design plans and/or construction documents (the "Design") for review by the Town. Said plans and documents must be stamped by a Massachusetts licensed architect or engineer, as appropriate. No trees may be removed as part of the Project.
- b. General Contractor. If Eric Mimmo intends to have the construction work performed by a contracting firm or other business entity ("Contractor"), Eric Mimmo must provide the Town with the following:
  - i. The name and address of the Contractor and such other information as the Town may reasonably request with respect to the identity, responsibility and integrity of the Contractor.
  - ii. Certificates of insurance or other documents requested by the Town evidencing that the Contractor maintains automobile insurance, general liability insurance covering personal injury, including death, and property damage, both in amounts satisfactory to the Town, and statutorily required workers' compensation insurance. The Town must be named an additional insured on the automobile and general liability insurance policies.
  - iii. The Contractor must sign the release and indemnification form attached to this Agreement as Exhibit A, and the signed form must be provided to the Town prior to the commencement of any work.
  - iv. Any changes in the construction methods, materials and sequencing from the original approved plans shall be submitted to the Town Manager for review and approval.
  - v. A detailed budget for the full scope of the project and evidence that Eric Mimmo has the financial ability to cover the cost of the Project including a contingency fund for unforeseen issues during the construction phase.
- c. Individual Volunteers. If Eric Mimmo intends to have the construction work performed by individual volunteers, each volunteer must sign the release form attached to this Agreement as Exhibit B, and the signed forms must be provided to the Town prior to the commencement of any work.
- d. Insurance. Eric Mimmo must provide the Town with certificates of insurance other documents requested by the Town evidencing that he maintains automobile insurance, liability insurance covering personal injury and property damage, both in amounts satisfactory to the Town and, if applicable, statutorily required workers' compensation insurance. The Town must be named an additional insured on the automobile and liability insurance policies.



6. Notice to Proceed. Upon approval by the Town of the Design, the Town Manager will issue a written notice to proceed to Eric Mimmo, upon receipt of which Eric Mimmo shall commence the work immediately or on such date as may otherwise be agreed upon by the parties. Eric Mimmo shall diligently prosecute the work to completion. Eric Mimmo shall not construct any portion of this Project until he has received a valid building permit from the Building Inspector's office. A copy of the permit must be submitted to the Town Manager as part of the approval process. Eric Mimmo agrees that the Town's review and approval of the Design shall not be deemed an opinion by the Town that the Design is appropriate or that the construction, when completed, will be fit for its intended purpose.
7. Release of Claims and Indemnification. Eric Mimmo hereby agrees to release, indemnify and defend the Town from and against any and all claims, liability, damages, costs, and expenses, including attorneys' fees, arising out of this Agreement or the work performed by, for, or on behalf of Eric Mimmo pursuant to this Agreement. Eric Mimmo further agrees to indemnify the Town for any and all damage to Town property caused by Eric Mimmo or by anyone acting on his behalf or for whom he is otherwise responsible.
8. License. Upon receipt of a written notice to proceed from the Town Manager, Eric Mimmo shall have a revocable license to enter upon the property of the Town identified herein for the purpose of constructing Bus Stop as indicated in the Design. The duration of the license shall be concurrent with the time period stated in the notice to proceed for the completion of the work contemplated in this Agreement and depicted in the Design, or if there is no such period stated, for such reasonable time as may be required to complete such work and the release of all liens. Notwithstanding anything to the contrary herein, the license is revocable at will by the Town, and the Town may revoke such license at any time and for any reason. Should the Town do so, Eric Mimmo agrees that he shall not assert, any claims against the Town for any reason whatsoever, and the Town shall have no obligation or liability to Eric Mimmo or any other person or entity for any revocation of the license, nor for any other reason. → Structure
9. Jurisdiction. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, and the parties agree to submit to the jurisdiction of the courts of that state.
10. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreement either written or oral. This Agreement may be amended only by written instrument signed by both Town and Eric Mimmo.

**EXHIBIT A**

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

TOWN OF HAMILTON  
By its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Eric Mimmo*

Signature

*Eric Mimmo*

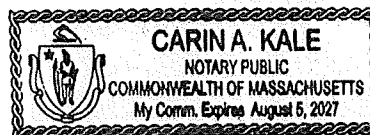
Printed Name

*General Contractor*

Title

Witness: *Carin A. Kale*

753290/SUTT/0001



**Release of Claims, Indemnity and Hold Harmless Agreement**

The below named contractor ("Contractor"), in consideration of its participation in the construction of Bus Stop Structure in the Town of Hamilton (the "Project"), and for other good and valuable consideration hereby acknowledged, does hereby agree to forever RELEASE the Town of Hamilton, its employees, agents, officers, volunteers, or contractors (the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries or property damage which Contractor, its employees, agents, successors or assigns may sustain as the result of Contractor's participation in the Project and in any activities related thereto.

Contractor also promises to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries or property damage sustained by Contractor, its employees or agents, the Town, the Releasees, or by any other person or entity and resulting from Contractor's participation in the Project.

Contractor further covenants for itself, its successors and assigns not to sue the said Releasees on account of any such claim, demand or liability.

Contractor is fully aware that by signing this document it is releasing the above Releasees from liability that may arise as a result of intentional or negligent acts of the Releasees. In addition, it is Contractor's intention to release the Releasees from liability and defend and indemnify the Releasees for liability relating to any accident and resulting injuries and/or death and/or property damage that may occur as a result of Contractor's work on the Project.

Witness my hand and seal this 28th day of March, 2024

Eric Mimmo  
Name (Printed)

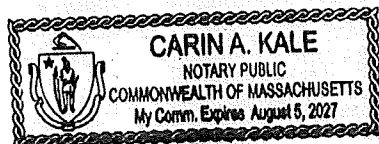
[Signature]  
Contractor Name

Carin A. Kale  
Signature, duly authorized

Carin A. Kale  
Witness

**THIS FORM MAY NOT BE ALTERED**

753290/SUTT/0001



**EXHIBIT B**

**Release of Claims Agreement**

I, the undersigned, in consideration of my participation in the construction of The Bus Stop in the Town of Hamilton (the "Project"), and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Hamilton, its employees, agents, officers, volunteers, or contractors (the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries and/or property damage which I, or my employees, agents, successors or assigns, if any, may sustain as the result of my participation, or the participation of my employees or agents, if any, in the Project and in any activities related thereto.

I hereby further covenant for myself, my successors and assigns not to sue the said Releasees on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the Releasees from liability that may arise as a result of intentional or negligent acts of the Releasees.

Witness my hand and seal this 28th day of March, 2024

Eric Mimmo

Name (Printed)

[Handwritten Signature]

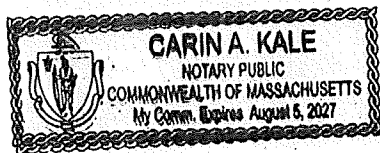
Signature

Carin A. Kale

Witness

**THIS FORM MAY NOT BE ALTERED**

753290/SUTT/0001

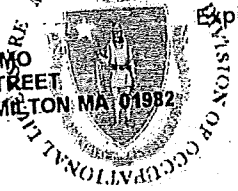


Commonwealth of Massachusetts  
Division of Occupational Licensure  
Board of Building Regulations and Standards  
Construction Supervisor

CS-089167

ERIC E MIMMO  
3 BEECH STREET  
SOUTH HAMILTON MA 01982

Expires: 02/23/2024



Commissioner *Jayla R. Fleming*

## Joe Domelowicz

---

**From:** Joe Domelowicz  
**Sent:** Friday, February 16, 2024 10:20 AM  
**To:** Theresa Woodbury  
**Subject:** RE: Hamilton Democratic Town Committee

Nancy? Nancy Stehfast?

What meeting?

I have no problem with people using the COA for meetings, with Town Hall closing to meetings soon, people are going to be asking to use the COA more...

**From:** Theresa Woodbury <[twoodbury@hamiltonma.gov](mailto:twoodbury@hamiltonma.gov)>  
**Sent:** Friday, February 16, 2024 10:16 AM  
**To:** Joe Domelowicz <[jdomelowicz@hamiltonma.gov](mailto:jdomelowicz@hamiltonma.gov)>  
**Subject:** Hamilton Democratic Town Committee

Hi Joe-

Nancy reached out wanting to know if they could use the center in April for a meeting. I don't have a problem with it but wanted to run it by you to make sure there wasn't anything I was missing.

Thanks

Theresa



## Joe Domelowicz

---

**From:** Courtney Ashwood <courtney.oak@comcast.net>  
**Sent:** Thursday, May 9, 2024 5:06 PM  
**To:** Joe Domelowicz; Theresa Woodbury; Lisa Terranova  
**Subject:** External Email Warning Council on Aging - MBTA presentation

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Hello Joe & Theresa,

I'm reaching out to inquire about hosting a presentation for HW residents at the COA on May 30th. The presentation will cover the MBTA zoning mandate and the presenters are attorneys from Rockport and Winthrop who understand the law, are up to date on the current lawsuits, and who are working with many surrounding communities. We had a smaller gathering at the Legion last week which was very successful and has generated more interest, so we want to offer a second presentation. Please let myself & Lisa (copied on this email) know what additional information you will need.

Kind Regards,  
Courtney Ashwood  
Sent from my iPhone



# Council on Aging Town of Hamilton

299 Bay Road  
Hamilton, Massachusetts 01982  
herickson@hamiltonma.gov

## FACILITIES USE AGREEMENT

Police – _____
Fire – _____

Today's Date: \_\_\_\_\_

Name: \_\_\_\_\_ Group/Organization: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Use Date: _____	Use Time: _____	Guest Count: _____
Purpose for Use: _____		
Space (s) Requested: (please circle) 1 <sup>st</sup> FL ROOM and/or KITCHEN		Total Fee: WAIVED
<i>*COI and proof of ServSafe certification required for use of kitchen</i>		

\*\*\*Fees may apply for post event cleanup, permits or police detail.

(Client's name) \_\_\_\_\_ accepts full responsibility to comply with and abide by all regulations of the Town of Hamilton governing the use of Town property 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 property and its facilities. **If applicable**, we will provide the Town with a **Certificate Of Insurance (COI)**, with comprehensive general liability coverage in the amount of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, naming the Town as additionally insured.

It is understood that the use of alcoholic beverages on Town property requires a license. It is understood that the renter, vendors, and all event participants will follow the rules laid out by the Director of the COA. 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 understand that there may be other conditions of use, which we will discuss with the Director and abide by. 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: \_\_\_\_\_  
USER

Approval for the Town \_\_\_\_\_ Date: \_\_\_\_\_  
TOWN MANAGER

**Town of Hamilton  
Code of Conduct of the Select Board**

**1. A member of the Select Board, in relation to his or her community should:**

- a. Realize that his or her basic function is to make policy, with administration delegated to the Town Manager.
- b. Realize that he or she is one of a team and should abide by, and carry out, all Board decisions once they are made.
- c. Be well informed concerning the duties of a Board member on both local and state levels.
- d. Remember that he or she represents the entire community at all times.
- e. Accept the role of a member is a means of unselfish service, not to benefit personally or politically from his or her Board activities.
- f. Abide by the ethics guidelines established by the State and not use the position of Select Board member to obtain inside information on matters that may benefit someone personally

**2. A member of the Select Board, in his or her relations with the Town Manager, should:**

- a. Endeavor to establish sound, clearly defined policies that will direct and support the administration of or the benefit of the staff and residents of the community
- b. Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
- c. Give the Town Manager full responsibility for discharging his or her disposition and solution.
- d. Not give instructions to or request assistance from Town department heads, but rather channel all such activities through the full Board and the Town Manager.

**3. A member of the Select Board, in his or her relations with fellow Board members, should:**

- a. Recognize that action at official legal meetings is binding and that he or she alone cannot bind the Board outside of such meetings.
- b. Not make statements or promises of how he or she will vote on matters that will come before the Board until he or she has had an opportunity to hear the pros and cons of the issue during a Board meeting.
- c. Uphold the intent of executive session and respect the privileged communication that exists in executive session.
- d. Make decisions only after all facts on a question have been presented and discussed.
- e. Refrain from communicating the position of the Select Board to such entities as reporters or state officials unless the full Board has previously agreed on the position.
- f. Treat with respect the rights of all members of the Board despite differences of opinion.

**4. A member of the Select Board, in his or her relations with Town staff, should:**

- a. Treat all staff as professionals, with clear, honest communication that respects the abilities, experience, and dignity of each individual.
- b. Questions for Town staff and/or requests for additional background information should be directed to the Town Manager or Administrative Assistant to the Select Board. The office of the Town Manager should be copied on all requests or correspondence.
- c. Never publicly criticize an individual employee. Concerns about staff performance, should only be made to the Town Manager through private conversation.
- d. Limit requests for staff support, and insure that all requests go through the Town Manager's office.
- e. Insure that any materials or information provided to a Select Board member from a staff member be made available to all Select Board members.
- f. A member of the Select Board, in his/her relations with Town Staff should refrain from making request of Town staff to perform or carry out initiatives that have not been approved or endorsed by the majority of the Select Board.

First adopted by the Select Board May 7, 2013

Please note: This code of conduct was originally developed based on similar codes used by other elected boards and committees in other communities



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Updated: January,2017

### 1. Introduction

Unlike some other offices in colonial America, the office of selectman was not imported from England but evolved here. Early in the history of the Commonwealth, towns had no regularly elected town officials. Town meetings would periodically "select" prominent citizens to perform the business of the town between town meetings. The Select Board operates as a collective decision-making body. An individual member of the board may act independently only if specifically authorized by the board. One example of this is the chair, who often acts on behalf of the board on routine matters between meetings (such as setting appointments and scheduling). The chair of the Select Board and clerk are chosen by the Select Board member themselves for a one-year term at the first meeting following the local election.

### 2. . Select Board member Roles and Responsibilities

Select Board member represent all the citizens of Hamilton. We communicate regularly with our many volunteer boards and committees, solicit new volunteers, listen to and read a large amount of input before deliberating and making decisions in public meetings. We develop an effective working relationship with our Town Manager through meetings, phone calls, development of his/her annual goals as well as meeting with and providing his/her annual review. Our citizens are essentially the legislature of our town, voting at our annual town meeting in the spring and special town meeting in the fall, on warrant articles (e.g., town budget, CPC spending, zoning by laws, etc.). The Select Board member are responsible for policy while the Town Manager is responsible for working with the Select Board and all elected and



appointed officers, boards and commissions to ensure appropriate coordination in the implementation of town policy. Select Board member review and approve polices based upon best practices review with other similarly sized towns as well as the implications on productivity and cost of our town's services.

#### 2.1. . Bylaws

Chapter III of our town's bylaws (see website) authorize the Select Board member to "provide for general direction and management of the Town". We have a Town Manager form of government so the Act (Senate bill 2084, see Town Manager roles and responsibilities below) is critical to being an effective selectman and to form an effective working relationship with the Town Manager. Important bylaw sections include acquisition and sale of property, appointing boards and committees, and the appointment of a Town Manager, who in turn with Select Board member approval, appoints department leaders with the approval of the Select Board member (note: in total, we employ about 70 people). The town also has zoning bylaws to control by authority of the use of land and of the buildings (see website).

#### 2.2. Code of Conduct

Annually the Select Board member review and adopt a code of conduct (see website) requiring us to solicit and listen carefully to all inputs before collectively making decisions to which we all abide and support. Our conduct with the community, Town Manager & staff, as well as each other are guided by our code.

#### 2.3. Open Meeting Law

Each year all Select Board member review the Commonwealth's open meeting law (see State's website), take online training and provide our certifications to the Town Clerk. Key elements include: posting agendas with the Town Clerk at least 48 hours in advance of our meetings; agendas list the topics that the chair reasonably anticipates will be discussed at the meeting be adequate detail to cover the topic under discussion from the public's perspective, not just the perspective of the board; if anyone wishes to audiotape or videotape the meeting, then they may do so, but they must inform the chair and the chair must announce that the meeting is being taped; encourage the Clerk of the Select Board member to prepare minutes and to have our board approve them in a timely fashion; and, not engage in deliberation with a majority of the Board outside of posted meetings, including social and email.

#### 2.4. Liaison Roles and Appointed Board and Committees

Select Board member liaisons (see website) often attends meetings to listen, help answer questions and to help prepare for joint meetings with the BoS and other boards. The role can also help the BoS by communicating information among its members. The liaison role should not be interpreted as the only communication path with the BoS but it is the primary means to help with interaction amongst the Town's boards & committees. Coordination and cooperation is needed among the town's boards, committees and commissions to: set and implement consistently, town wide goals and priorities; Identify and anticipate major problems and then work together towards their resolution; collaborate on long-range planning understanding that long-range capital planning is the authority of the Town Manager; and, work cooperatively toward revenue generation. Liaison roles are updated annually after each election and are assigned by the chairman.



**Select Board  
Handbook and Orientation**

**(978) 468-5572  
www.hamiltonma.gov**

**2.5. Town Meetings**

The Select Board member help prepare the warrant for town meeting by: calling for warrant articles that may include spending, capital, community preservation (housing, recreation, open space), zoning by laws, and citizen petitions; holding a warrant hearing with the Town Moderator and Finance and Advisory Committee to obtain citizen input on the articles; and, taking a position (e.g., recommend favorable action, recommend unfavorable action) on each article before the town meeting. Since the Select Board member have before town meeting, deliberated and reported a position on each article, if any individual selectman want to speak in opposition to the board's decision, s/he speaks as an individual from the floor of town meeting.

**2.6. Press Relations**

Relations with the press are to share public information and public meeting decisions and/or deliberations that may not reach enough voters via public meetings, including those of appointed boards and committee. The goals are to represent the entire town, provide facts and reduce any apprehension and/or miscommunications. Operational and emergency items are primarily discussed by Town Manager while political topics are handled by Select Board member, the chairman or someone s/he designates because of a particular expertise.

**3. Typical Select Board member Calendar**

Many items that need deliberation and decisions have a regular recurring cadence, including financial planning, tax rates, town meetings as well as updates from other boards and committees as well as town departments .The follow example calendar, represented both by topic and by order in the year are many of the regular recurring items:

Items by Date	Example Date	Notes
Select Board meetings		1st and 3rd Monday's each month
Recreation Department 1st bi-annual report	18-Jan	3rd Monday in January
Budget Development Workshop, annual	23-Jan	3rd Saturday in January
Annual Town (ATM) call for warrant articles	1-Feb	2 months before ATM
Affordable Housing 3rd quarter review	6-Feb	1st Monday in February
DPW 1st bi-annual report	15-Feb	3rd Monday in February
Current Fiscal Year 2nd quarter report	20-Feb	3rd Monday in February, with FinCom
ATM Warrant Hearing	21-Mar	3rd Monday in March
Public Safety Department 1st bi-annual report	21-Mar	3rd Monday in March
Annual Town Meeting	2-Apr	First Saturday in April
Affordable Housing 4th quarter report	4-Apr	1st Monday in April
Current Fiscal Year 3rd quarter report	18-Apr	3rd Monday in April, with FinCom
Council on Aging 1st bi-annual report	18-Apr	3rd Monday in April
Planning Board joint annual goal setting	2-May	1st Monday in May, with PB
School Committee qualitative requests	7-May	1st Saturday in May, with FinCom
Town Manager goals workshop	7-May	1st Saturday in May
Hamilton Development Corporation 1st bi-annual report	16-May	3rd Monday in May



**Select Board  
Handbook and Orientation**

**{978} 468-5572  
www.hamiltonma.gov**

Items by Date	Example Date	Notes
Recreation Department 2nd bi-annual report	2-Jun	3rd Monday in June
Appoint members to Boards & Committees	6-Jun	1st Monday in June
Patton Homestead BoD 1st bi-annual report	20-Jun	3rd Monday in June
Affordable Housing Trust 1st quarter report	1-Aug	1st Monday in August
Current Fiscal Year 4th quarter report	15-Aug	3rd Monday in August with FinCom
DPW Department 2nd bi-annual report	15-Aug	3rd Monday in August
Call for Special Town Meeting (STM) warrant articles	22-Aug	2 months before STM
School Committee quantitative requests	10-Sep	2nd Saturday in September, with FinCom
3-Year Financial Forecast Workshop	10-Sep	2nd Saturday in September, with FinCom
Annual Town Report (prior fiscal year)	5 Sep	1st Monday in September
Town Audit report from Auditors	19-Sep	3rd Monday in September
Public Safety Department 2nd bi-annual report	19-Sep	3rd Monday in September
STM Warrant Hearing	3-Oct	1st Monday in October
Affordable Housing Trust 2nd quarter report	3-Oct	1st Monday in October
Special Town Meeting	17-Oct	3rd Monday in October
Senior Tax Exemption review	17-Oct	3rd Monday in October, with Assessors
Current Fiscal Year 1st quarter report	17-Oct	3rd Monday in October, with FinCom
Council on Aging 2nd bi-annual report	17-Oct	3rd Monday in October
Property Classification Hearing	21-Nov	3rd Monday in November, with Assessors
Hamilton Development Corporation annual report	21-Nov	3rd Monday in November
Patton Homestead BoD 2nd bicannual report	19-Dec	3rd Monday in December
Hamilton Foundation annual report	?	?

Items by type of work	Example Date	Notes
Affordable Housing 3rd quarter review	6-Feb	1st Monday in February
Affordable Housing 4th quarter report	4-Apr	1st Monday in April
Affordable Housing Trust 1st quarter report	1-Aug	1st Monday in August
Affordable Housing Trust 2nd quarter report	3-Oct	1st Monday in October
Annual Town (ATM) call for warrant articles	1-Feb	2 months before ATM
DPW Department 2nd bi-annual report	15-Aug	3rd Monday in August
Recreation Department 1st bi-annual report	18-Jan	3rd Monday in January
Town Audit annual report	19-Sep	3rd Monday in September
3-Year Financial Forecast Workshop	10-Sep	2nd Saturday in September, with FinCom
Annual Town Meeting	2-Apr	First Saturday in April
Appoint members to Boards & Committees	6-Jun	1st Monday in June
ATM Warrant Hearing	21-Mar	3rd Monday in March
Select Board meetings		1st and 3rd Monday's each month
Budget Development Workshop, annual	23-Jan	3rd Saturday in January
Call for Special Town Meeting (STM) warrant articles	22-Aug	2 months before STM
Council on Aging 1st bi-annual report	18-Apr	3rd Monday in April



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Items by type of work	Example Date	Notes
Council on Aging 2nd bi-annual report	17-Oct	3rd Monday in October
Current Fiscal Year 1st quarter report	17-Oct	3rd Monday in October, with FinCom
Current Fiscal Year 2nd quarter report	20-Feb	3rd Monday in February, with FinCom
Current Fiscal Year 3rd quarter report	18-Apr	3rd Monday in April, with FinCom
Current Fiscal Year 4th quarter report	15-Aug	3rd Monday in August with FinCom
DPW 1st bi-annual report	15-Feb	3rd Monday in February
Hamilton Development Corporation 1st bi-annual report	16-May	3rd Monday in May
Hamilton Development Corporation annual report	21-Nov	3rd Monday in November
Hamilton Foundation annual report	?	?
Patton Homestead BoD 1st bi-annual report	20-Jun	3rd Monday in June
Patton Homestead BoD 2nd bi-annual report	19-Dec	3rd Monday in December
Planning Board joint annual goal setting	2-May	1st Monday in May, with PB
Property Classification Hearing	21-Nov	3rd Monday in November, with Assessors
Public Safety Department 1st bi-annual report	21-Mar	3rd Monday in March
Public Safety Department 2nd bi-annual report	19-Sep	3rd Monday in September
Recreation Department 2nd bi-annual report	2-Jun	3rd Monday in June
School Committee qualitative requests	7-May	1st Saturday in May, with FinCom
School Committee quantitative requests	10-Sep	2nd Saturday in September, with FinCom
Senior Tax Exemption review	17-Oct	3rd Monday in October, with Assessors
Special Town Meeting	17-Oct	3rd Monday in October
STM Warrant Hearing	3-Oct	1st Monday in October
Town Manager goals workshop	7-May	1st Saturday in May

### 3. Town Manager Roles and Responsibilities

The Senate and House of Representatives in General Court of The Commonwealth of Massachusetts enacted Senate bill 2084 in 2009. The Town Manager, reporting to and accountable to the Select Board, shall be the chief administrative and operating officer of the town of Hamilton. The town manager shall not set town policy but shall ensure appropriate coordination in the implementation of town policy, working with the Select Board and all elected and appointed officers, boards and commissions. The Town Manager shall supervise and manage the day-to-day activities of all town departments and employees under the jurisdiction of the Select Board and shall coordinate their activities with those of all other departments and employees. S/he shall appoint and may remove all department heads and officers, subordinates, and employees under the jurisdiction of the Select Board. Appointments and removals of department heads by the town manager shall be subject to confirmation by the Select Board. All other appointments shall be made in consultation with the respective department head, board, commission, or committee. S/he shall be appointed by the Select Board on the basis of executive and administrative qualifications and experience. The Town Manager shall be a person especially suited by education, training and professional experience to perform the duties of the office. The position of Town Manager is a fulltime commitment and the Town Manager shall not engage in any other business or occupation without the prior approval of the Select Board. The Town Manager shall be appointed for a term of three or less years, and shall be evaluated annually by the Select Board. The Select Board shall enter into an





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employment contract with the town manager. In addition, the town manager shall be responsible and accountable to the 23 Select Board, for the proper execution of the following powers and duties:

- a. implement all policies of the Select Board, to attend annual and special town meetings and respond to questions concerning all warrant articles, to implement and report progress on implementing actions taken by the town meeting, and to oversee preparation of all town reports including the annual report;
- b. attend meetings of the Select Board and have the right to address all matters coming before the board, to prepare agendas and research, collect, and disseminate information to enable the Select Board to make policy decisions, to inform the Select Board on implementation of policy decisions through regular reporting, and to inform the Select Board of important developments in the operation of town departments, fiscal affairs, personnel matters, procurement, and town compliance with federal, state, and local laws, rules, and regulations;
- c. oversee administration and implementation of all town fiscal actions, to oversee all town actions about municipal borrowing, to prepare and present detailed annual and interim operating and capital budgets to the Select Board, finance committee, and town meeting, to provide 41 regular, current analysis of performance relative to budget, to develop, present, and implement a long-range capital plan;
- d. serve as the town's personnel director, to administer the town's personnel policies, compensation plans, and employee benefit programs, to serve as the town's pension administrator, to serve as the town's coordinator for compliance with the Americans with Disabilities Act, to serve as the town's affirmative action officer, to prepare and implement job descriptions for town department heads and employees, to review personnel performance at least annually and recommend salary and benefit adjustments, to negotiate all collective bargaining agreements on behalf of the town, for which the town manager may seek the assistance of labor counsel as deemed necessary and which final agreement must be approved by the Select Board, and to establish compensation agreements for all town employees not subject to a collective bargaining agreement, which final agreement must be approved by the Select Board;
- e. serve as the town's chief procurement officer for the purchase and sale of equipment, materials, supplies, and services of all town departments, to supervise and coordinate all town construction projects and activities including design, construction and construction management, to coordinate preparation of information for bidders and proposers and all design and construction documentation, to review bids, award contracts and manage all claims activity, to oversee and report on construction progress and contractual compliance, to review and act upon all bills and payment requests, and to maintain all procurement and construction records;
- f. contract for and administer the town's insurance policies and programs and to file, prosecute, and settle all insurance claims;
- g. manage and oversee maintenance of all town property, real and personal, to act upon all requests for rental and use of town property, and to make recommendations regarding all requests for licenses and permits made to the Select Board



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- h. coordinate with Town Counsel on all legal matters affecting town government, compliance, claims, litigation and administrative proceedings and to oversee prosecuting, defense, and settlement of all claims and actions;
  - i. oversee and coordinate computer operations of town departments to ensure efficiency, economy, and currency, to serve as procurement officer for purchase of hardware and software and maintenance and repair services, to oversee training of personnel, and to implement and oversee maintenance of the town website;
  - j. serve as the town's liaison with residents, the media, and the general public, to cultivate and maintain effective relations with the citizens of the town, ;;ind to maintain cordial and effective relationships with governmental officials at all levels including those of neighboring towns.

**4. Polices**

The Select Board member are responsible for policy while the Town Manager is responsible for working with the Select Board and all elected and appointed officers, boards and commissions to ensure appropriate coordination in the implementation of town policy. Select Board member review and approve polices based upon best practices review with other similarly sized towns as well as the implications on productivity and cost of our town's services. Town polices are published on the town's website and include: Personnel; Select Board Code of Conduct; Land Acquisition; Citizens Petitions; and, Building Use.

**5. Mass Municipal Association Training and Handbook**

All Select Board member should be members of the MMA's Selectman's Association. Professional networking, training and advice are available from the Selectman's including seminars for budgeting best practices; capital planning; open meeting and public records law, town communications and other topics. The MMA has an extensive website with a member sections for advocacy, resources and events and publishes the Mass Municipal Guide (directory of towns, regional/state/federal agencies, State House/Senate directory) and the Handbook for Massachusetts Select Board member (260 pages covering virtually all aspects of being a selectman).

# TOWN OF HAMILTON

## SELECTBOARD

August 3, 2021

Dana Allara, Chairwoman  
Hamilton-Wenham Regional School Committee  
Hamilton-Wenham Regional School District  
5 School St.  
Wenham, MA 01984

Dana,

Greetings, I hope you are well and on behalf of the Hamilton Board of Selectmen, I congratulate you on your election as the new Chair for the Hamilton-Wenham Regional School Committee.

I am writing today on behalf of the Hamilton Board of Selectmen, which voted on Monday, August 2 to formally request that the Hamilton-Wenham Regional School Committee, vote to re-open the Regional School Agreement that governs the relationship between the two towns and the School District.

As you know, this past winter our three boards - the Hamilton and Wenham selectboards and the School Committee - jointly discussed the need to modernize the agreement, provide for more predictability and support to the budget process and resolve inconsistencies in the language of the agreement. The existing document was originally drafted in 1959, was modified to include the elementary schools in the early 1970s and has only been minimally edited since then.

When last we spoke about the need to improve the agreement for all parties, the School Committee requested we delay re-opening the agreement until after the collective bargaining and budget processes were complete. At that time, all three boards agreed to delay reopening the agreement until the fall of 2021.

The Hamilton Board of Selectmen views the reopening of the regional school agreement as an opportunity to build on the enhanced collaboration and cooperation between the three bodies that has developed over the past year or so.

Among the items in the agreement that require our collective attention are:

- Section I: The Regional School Committee: subsections (D), (E) and (F) all deal with School Committee elections and are generally inconsistent with state election laws;



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# TOWN OF HAMILTON

## SELECTBOARD

- Section IV: Apportionment and Payment of Costs: This section explains how the various costs are assessed to the two municipal organizations, but offers no framework or requirement for long-term planning (OPEB, Capital), collaboration (Budgetary and goal setting), or limits on spending (as a proportion of the municipal budgets). These deficiencies in this section have frequently left the towns and the District at odds over school department expenses. We believe there is a way to provide better collaboration and predictability within the budgetary process, such that all three entities – the towns and the District will benefit in the long-term.
- Section X: Budget: This section does not provide for ample opportunity for the towns and District to exchange forecasts or discuss looming challenges, Together with the deficiencies in Section IV, there is no requirement for the towns and District to collaborate during their budget seasons.
- Need for a transparent mechanism for regular reporting of District revenues and expenses to assure accountability to the taxpayers.

We are also open to discussing other areas of the Regional Agreement that may be priorities for Wenham or the School District. This agreement establishes a partnership in the interest of educating the children in both communities to the best of our abilities, but without a properly constructed working document that requires collaboration, we will continue to meet conflict in our annual processes, despite the fact that all three entities wish to support our schools and the children and teachers in them.

On behalf of the Hamilton Board of Selectmen, I thank you for your consideration of this request and I look forward to discussing this further as necessary. If there is an interest in having me or any member of the Hamilton Board of Selectmen appear before the Hamilton-Wenham Regional School District, please do not hesitate to contact us.

Best regards,

William Olson  
Chairman Hamilton Board of Selectmen

CC: Hamilton Town Manager Joseph Domelowicz  
Wenham Selectboard  
Hamilton-Wenham Regional School Committee



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# TOWN OF HAMILTON

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## SELECTBOARD

August 3, 2021

Catherine Harrison, Chair  
Wenham Selectboard  
Wenham Town Hall  
138 Main St.  
Wenham, MA 01984

Catherine,

Greetings, I hope you are well and on behalf of the Hamilton Selectboard I congratulate you on your election as the new Chair for the Wenham Selectboard.

I am writing today to inform your board that the Hamilton Board of Selectmen has formally requested that the Hamilton-Wenham Regional School Committee (HWRSC), vote to re-open the Regional School Agreement. Please see a copy of our letter attached. The Hamilton Board of Selectmen formally requests the Wenham Selectboard to consider making the same request of the HWRSC.

As you may know, this past winter our three boards - the Hamilton and Wenham selectboards and the HWR School Committee - jointly discussed the need to modernize the agreement, to provide for more predictability and support to the budget process and to resolve inconsistencies in the language of the agreement. The existing document was originally drafted in 1959, was modified to include the elementary schools in the early 1970s and has only been minimally edited since then.

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# TOWN OF HAMILTON

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We are also open to discussing other areas of the Regional Agreement that may be priorities for Wenham or the School District. This agreement establishes a partnership in the interest of educating the children in both communities to the best of our abilities, but without a properly constructed working document that requires collaboration, we will continue to meet conflict in our annual processes, despite the fact that all three entities wish to support our schools and the children and teachers in them.

On behalf of the Hamilton Board of Selectmen, I thank you for your consideration of this request and I look forward to discussing this further as necessary. If there is an interest in having me or any member of the Hamilton Board of Selectmen appear before the Hamilton-Wenham Regional School District, please do not hesitate to contact us.

Best regards,

William Olson  
Chairman Hamilton Board of Selectmen

CC: Hamilton Town Manager Joseph Domelowicz  
Wenham Selectboard  
Hamilton-Wenham Regional School Committee



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