



Town of Hamilton
Select Board
Monday, July 7, 2025

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

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 at:

<https://us02web.zoom.us/j/86939647499?pwd=gaX2lkpBCE9cdoaZ6bLt1XoEltK8N7.1>

Meeting ID: 869 3964 7499

Passcode: 939766

One tap mobile

+13052241968,,86939647499#,,,,*939766# US

+13092053325,,86939647499#,,,,*939766# US

Dial by your location

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 929 205 6099 US (New York)

• +1 301 715 8592 US (Washington DC)

7:00 p.m.	Call to Order – Roll Call Vote
ANNOUNCEMENTS & BOARD OPENINGS	
	Board and Committee openings: <ul style="list-style-type: none">• Affordable Housing Trust – 1 opening• Conservation Commission – 3 openings• Community Preservation Committee – 1 opening for member of Historic District Commission• 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• Hamilton Wenham Cultural Council – 1 opening

	<ul style="list-style-type: none"> • Public Comment – Will be taken for a maximum of twenty (20) minutes, no speaker will be allowed to speak for more than three (3) minutes
	<ul style="list-style-type: none"> • Board and Town Manager Reports/Updates <ul style="list-style-type: none"> ○ Bridge Street and Essex Street (Rte. 22) paving ○ Block Party recap ○ Chief Guy Swearing In ○ Patton Park concerts ○ Patton Park maintenance – Electricity to surveillance cameras
CONSENT AGENDA	
	<ul style="list-style-type: none"> • Approve minutes Joint Select Board & Planning Board meeting for April 29, 2025 • Approve minutes of Select Board meeting for June 10, 2025 • Approve minutes of Select Board meeting for June 16, 2025 • Approve minutes of Joint Select Board & Planning Board meeting for June 24, 2025 • Approve reappointment of Reggie Maidment to a new three-year term on the Recreation Board
AGENDA	
7:25 p.m.	<ul style="list-style-type: none"> • Appoint Jeremy Foster to fill vacancy on the Hamilton Conservation Commission – Discuss and Vote • Amend Reappointment of Brian Stein to the Hamilton Development Corp. to be as a full member for three years term – Discuss and Vote • Review accessibility and voting clickers preparation for July 14, 2025 STM with Town Manager and Peter Babel or Meridia – Discuss • Review Script, FAQs and Presentation materials for July 14, 2025 STM, assign motion makers – Discuss and Vote • Approve lease renewals for Cutler and Winthrop schools – Discuss and Vote • Schedule Joint Meeting with the Hamilton Wenham Regional School Committee to fill vacancy on the School Committee – Discuss and Vote • Discuss Disposition of Surplus Equipment Policy – Discuss and Schedule for vote • Discuss edits/amendments to draft public comment policy and conduct for future Select Board meetings – Discuss and Possible Vote • Review feasibility study from the North Shore Regional 911 center - Discuss • Fiscal year 2026 Goal Setting and Select Board Workshop Meeting – Discuss and Schedule • Schedule Town Manager Annual Review - Discuss • Cell Tower updates • New Business • Adjourn

Cemetery Deed #1279



Town of Hamilton
Planning Board Joint with Select Board
Meeting Minutes of April 29, 2025

Pursuant to the Open Meeting Law, MGL Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Planning Board members, a meeting of the Hamilton Planning Board was posted for April 29, 2025 at 7:00pm. This meeting was held via Zoom and recorded. A zoom link was provided as a convenience for the public.

Planning Board Call to Order: *With a quorum present, Chair Crouch called the Planning Board meeting to order at 7:01pm, identified the meeting was being recorded and those present: Marnie Crouch, Jonathan Poore, Emil Dahlquist, Darcy Dale, Patrick Norton, William Wheaton, Matthew Hamel, Beth Herr, Jeff Austin.*

Select Board Call to Order: *with a quorum present, Chair Olson called the meeting to order at 7:01pm. Present: Bill Wilson, Rosemary Kennedy, William Olson, Thomas Myers, Ben Galuzza. The Select Board adjourned at 9pm. Also present: Mark Connors, Director of Planning; Joe Domelowicz, Town Manager, and others as noted.*

1. PLANNING BOARD – SELECT BOARD WORKSHOP:

a. The Planning & Select Boards will hold a workshop to review a revised draft code of proposed Town Center and MBTA Communities (Section 3A) compliant zoning & associated Design Guidelines with Utile Associates.
If time permits, public comments will be accepted but must be limited to no more than three minutes & germane to the subject material.

Matthew Littel and Zoe MacLaren from Utile began a presentation on the draft form-based code, explaining they issued a first draft code a couple of weeks ago, and a second draft the prior week. They are working backwards based on a June 26th Town Meeting, and assuming a target date of June 5th for the final warrant. By May 20th they will have a code that incorporates more comments, and substantially complete. There are new additions to the base zoning for the town center including 5 subdistricts and would replace the underlying zoning. There is an overlay designed to meet any outstanding capacity requirements as required by 3A MBTA Zoning. Together, these additions meet the compliance requirements in terms of density, acreage, and unit counts (Bay Rd mixed use, Willow St mixed use, Downtown Residential). The Depot Square mixed use, which is the most commercial of the districts in Bay Road, is outside of the requirements of 3A. The second 3A district is an overlay on Asbury Street, consisting two parcels - one of which has a 23 unit condominium development, and the other was recently permitted for 45 units. Together they comprise about 19 acres and are not likely to be redeveloped.

The zoning changes include changes to the underlying bylaw, mostly triggered by the new districts. The table of use has been updated as well. The Willow Street overlay was deleted, as it has been superseded by this zoning. The business district, has been replaced by the new district. The definition of floor area ratio was refined to align with changes the definition of gross floor area.

Utile also added site development standards, such as controls for smaller parking areas, guidance on landscaping in front yards, tree planting requirements, specificity about curb cuts, and some guidance on lighting. In in the 3A multi-family overlay district, the sunset clause has been added as requested.

There was discussion of the Carraige Lane district and possible alternatives to its zoning, such as whether it should allow commercial uses or be part of the downtown residential district, or remove it entirely and find additional acreage to satisfy the 3A requirements.

There was clarification that the code would not be a sudden change, it would apply as parcels are redeveloped. Existing uses are essentially grandfathered in, there is no immediate non-compliance or obligation to change.

The idea was to keep a lot of the busy commercial activity off Bay Road and allow that to be a scenic, more historic kind of road, and the side streets would be the active areas with more commercial uses, and density than what is currently existing.

Vote: *The Planning Board voted 4-3-0 to leave the zoning of the Carriage Lane area intact to its current proposed form – Bay Road Mixed Use. The Board would like the town to give property owners on Carriage Lane specific notice of the proposed change.*

Utile also discussed the permit threshold between by-right and by special permit in the Depot Square district. The intent was to model the closely knit small shops and walkability of Railroad Ave. The zoning as written now is by-right development is permitted for the first 80 ft. of the development frontage, and anything behind the 80 ft of frontage, would have to go through a special permit. Utile asked if the Board wanted the requirements to be more stringent. Discussion continued about the Depot Square area and how the rail line area could be incorporated into the vision of the zoning, as well as how various design elements

would be regulated. The Board wanted to prioritize having a low threshold for special permit, to start the conversation early and make sure the Town has more control over what is happening on the site.

It was recommended that Utile look at the Wenham language for a sunset clause in the zoning, which essentially is a statement that says that if the 3A Zoning becomes inactive or it has been overturned in part, the zoning bylaw is automatically voided. Town Counsel will review the language as adapted by Utile. It is unknown what the State will do with that language. However, it was pointed out that there is nothing to prevent the town from changing their zoning in the future, although rescinding zoning would require a 2/3 vote. Concerns were raised this may give residents a false sense of security about approving the 3A Zoning. The Board agreed Town Counsel review the sunset clause and provide recommendations.

The Board discussed the formatting, numbering, and ordering of the zoning code. Chair Crouch proceeded to read through a number of her editorial comments on the current draft citing it was not clear enough and further explained any non-conforming structures or uses are grandfathered in, and what changes would trigger the application of this town center zoning, and that it is not clear enough.

B.Herr expressed concern about moving forward with the 3A Zoning given the State Auditor's determination this is an unfunded mandate, and asked what the Select Board strategy was? W.Olson responded the Select Board has dual track plan at this time, to continue with the planning of a Special Town meeting and also to review the Wenham litigation and discuss options for Hamilton with Town Counsel.

3. OTHER BUSINESS:

a. Update regarding Planning/Zoning discussions with Gordon Conwell Theological Seminary

Chair Crouch provided background on the discussions with Gordon Conwell, stating that on December 19, 2023. The Planning Board paused its work on the Brown's Hill overlay district so a Development Agreement could be crafted between the Town and the Seminary. The last draft was dated March 6, 2025, and Carolyn Beaulieu provided a copy before leaving the Select Board. Chair Crouch noted she and some Planning Board members have comments to the draft, and wanted to know where the draft stands in terms of finalizing. She stated it is important that the Planning Board know the parameters of that Development Agreement. Chair Olson stated that comments have gone back to the Seminary, but that it is still in process.

➤ *Vote: The Select Board voted unanimously by roll call to adjourn the meeting at approximately 9:00PM*

2. REVIEW & VOTE ON DRAFT MINUTES FROM PREVIOUS MEETINGS:

a. **March 12, 2025** - The Board noted some revisions and edits to the minutes; these will be sent to Chair Crouch to compile and send a revised version to M.Connors.

b. Annual Planning Board Reorganization

Vote: The Board voted unanimously by roll call to reappoint Marnie Crouch as Chair of the Planning Board.

Vote: The Board voted unanimously by roll call to reappoint Emil Dahlquist as Vice-Chair of the Planning Board.

Vote: The Board voted unanimously by roll call to approve Chair Crouch and Vice-Chair Dahlquist attend a meeting with Merwyn Walters of Gordon Conwell Seminary and report back to the Planning Board.

Adjournment:

Vote: The Board voted unanimously to adjourn the meeting at approximately 9:12PM

Documents:

- Minutes of March 12, 2025

*Respectfully submitted by D. Pierotti, Recording Secretary, 6/10/25.
The minutes were prepared from video.*



Town of Hamilton
Planning Board joint with Select Board
Meeting Minutes of June 25, 2025

Pursuant to the Open Meeting Law, MGL Chapter 30 A, §§ 18-25, written notice posted by the Town Clerk delivered to all Planning Board members, a meeting of the Hamilton Planning Board was posted for June 25, 2025 at 7:00pm. This meeting was held at the Hamilton Council on Aging, Bay Road. A Zoom link was provided as a convenience for the public.

Call to Order:

- Planning Board: *With a quorum present, Chair Crouch called the Planning Board meeting to order at 7:03 PM, identified the meeting was being recorded and those present:* Marnie Crouch, Jonathan Poore, Emil Dahlquist, Darcy Dale, William Wheaton. Matthew Hamel, Beth Herr, Patrick Norton (arrived late). Not present: Jeff Austin.
- Select Board: At 7:22pm the Select Board reached quorum and B.Wilson called the meeting to order. Present: Bill Wilson, Ben Galuza, B.Wilson, B.Galuza, William Olson (Zoom at 7:22 pm). Not present: Rosemary Kennedy, Thomas Myers. Also present: Joe Domelowicz, Town Manager; Mark Connors, Director of Planning; and others as noted.

AGENDA:

1. JULY 14, 2025 SPECIAL TOWN MEETING

a. The Hamilton Planning Board & Select Board will meet jointly to discuss the finalization of the Warrant for a Special Town Meeting on July 14, 2025 at 6:30 p.m. for the purposes of considering Town Center & MBTA Communities/Section 3A compliant zoning.

- i. The Planning Board will vote to incorporate any final amendments into the draft zoning language if necessary and make a determination regarding a recommendation related to Articles I and II.
- ii. The Select Board will make a determination regarding a recommendation related to Articles I and II and vote on closing and signing the Warrant.

Chair Crouch opened the meeting and summarized the purpose of the meeting was to consider a report and recommendation on the two warrant articles. Her understanding was the changes discussed at the last meeting, including a reduction of the square footage from 8,000 to 4,000 square feet in the overlay district on Asbury was incorporated, and section 9.8.4 regarding nonconformities, as recommended by Town Counsel Robin Stein, was accepted.

Chair Crouch explained the separation of the zoning into two articles was because of the different quantum of vote required on each under Mass General Law. E.Dahlquist put together a flow chart showing how appendix A and B work in the event of positive vote or negative vote to help voters understand the ramifications. Chair Crouch stressed the important issue for this meeting was not how any Planning Board members intend to vote at Town Meeting, but whether the Board would issue a favorable report and recommendation, otherwise the Planning Board would not be unable to reconsider the articles for two years following the special town meeting. R.Stein clarified an amendment is substantially the same as the current one could not be brought back for two years if it had not been recommended by the Board. There was discussion regarding how the Planning Board might vote, such as on the articles together or separately, and how motions could potentially be worded.

E.Dahlquist remarked the selling point of the form-based code is that the downtown will be better protected from any kind of adverse development in response to 3A, because it will have greater design and reviewing powers. For people who are worried about the future of the downtown, then the form based code provides greater guidance and regulation. He also explained one of the common misunderstandings in town is the EOHLC (Executive Office of Housing & Livable Communities) could ignore the code and do what they want. However, consultants work with EOHLC to be sure they are aware of the conditions, listen to the town about the type of character desired for downtown, and produce a plan based on metrics that complies with 3A requirements.. Form-based code, in effect, protects the town so EOHLC can't override local zoning.

In response to a question about what some other towns have done, Matthew Little of Utile explained there are a few towns that have also incorporated elements of form-based code in their 3A zoning, such as Belmont and Brookline, but not to the same extent as Hamilton. He believes what Utile has put forward for Hamilton is a a very nice balance between some straightforward, dimensional requirements that can be translated into 3A compliance, and then good, sensible language and imagery about where parking should go, landscaping features, and other things that isn't in the current zoning.

There was brief discussion about that Middleton's appeal to their lawsuit was denied, under the unfunded mandate finding. One member wanted to hold off on voting 3A until that plays out, with others stating that even if the court finds in favor of Middleton, it is very unlikely have broad applicability to Hamilton or other towns.

Vote: The Planning Board voted 5-2-0 to recommend favorable action on Article 2025 6.1. (D.Dale and B.Herr opposed)

Vote: The Planning Board voted unanimously to recommend favorable action on Article 2025 6.2.

The Select Board discussed the importance of bringing 3A to the Special Town Meeting on July 14, 2025 for everyone to vote on. They expressed thanks and appreciation to the Planning Board for all their hard work and deliberations on the zoning.

Vote: The Select Board voted 3-0-0 to recommend favorable action and inclusion on the warrant for Article 2025 6.1.

Vote: The Select Board voted 3-0-0 to recommend favorable action and inclusion on the warrant for Article 2025 6.2.

Vote: The Select Board voted 3-0-0 to close the warrant for the Special Town Meeting on July 14, 2025.

Discussion followed on the best approach to explain to the public the implications of a yes or no vote on each of the articles. J.Domelowicz reported Utile is working on presentation slides for Town Meeting also, and another consultant is preparing a report speaking to the potential economic impacts of 3A. It was agreed there be one coordinated presentation and to include the Finance Committee, who is working similarly working on a report. There will be a meeting of representatives of each Board, and staff to plan and coordinate the presentation.

By way of summary, W.Wheaton stated in terms of 3A, which do not required the 3A zoned land to be developed. It also doesn't matter if it's by right, if it doesn't make economic sense. It has to make economic sense, and it does not make economic sense in many locations, aside from on rapid transit lines and urban places. He said there were ways of controlling what happens under 3A, starting with form-based code, and also with simple maximum building sizes and setbacks. He felt people still confuse 3A with 40 B, and they are two completely different. He added 3A is a perfectly reasonable policy under reasonable implementation guidelines for helping to support transit usage, get people off of roads, cluster development around transit and so forth. He remarked there isn't a city in the world that doesn't have cluster development around transit stops. And if the town doesn't comply with the law, it will potentially be fighting this for the next 5 years, one way or another.

J.Domelowicz clarified 3A regulations do not allow school sites to be zoned, therefore the Winthrop School site is fully excluded as a potential site. He noted it was never intended to be included, it is not included, and further, it cannot legally be considered for inclusion in the 3A zoning districts. The Winthrop site is leased under a contract to the School Districts with at least 7 or 8 years remaining in the contract.

B.Olson left the meeting at 8:45PM and the Select Board no longer had quorum.

Although public comment was not on the agenda, one member of the public was present and allowed to speak:

- **Tosh Blake, Sagamore St**, disagreed with the economic explanations by Planning Board members, and alleged 3A is politically based, not necessarily rationally based, and the State could take taxpayer money on a statewide basis, similar to a millionaire's tax or something analogous, and subsidize developers to purchase private properties and build up a town, and it would destroy a purely market-based economic reason why people shouldn't worry about 3A.

Adjournment:

Vote: The Planning Board voted unanimously to adjourn the meeting at approximately 9:00PM

*Respectfully submitted by D. Pierotti, Recording Secretary, 6/29/25.
The minutes were prepared from video.*

Reggie Maidment wasn't approved for a reappointment to the HW Rec Board for another 3 term at the last SB meeting with all the other appointments. Please add his name to the next SB agenda.

I also noticed that Brian Stein was voted in as "associate" for Ham Dev. Corp and he is a full member. Does his appointment need to be redone at the next SB meeting too?

54

Yes 961

Display : Raw Absolute

Result : Passed

Status : Close

6	61	76	91	106	121	136	151	166
7	62	77	92	107	122	137	152	167
8	63	78	93	108	123	138	153	168
9	64	79	94	109	124	139	154	169
0	65	80	95	110	125	140	155	170
1	66	81	96	111	126	141	156	171
2	67	82	97	112	127	142	157	172
3	68	83	98	113	128	143	158	173
4	69	84	99	114	129	144	159	174
5	70	85	100	115	130	145	160	175
6	71	86	101	116	131	146	161	176
7	72	87	102	117	132	147	162	177
8	73	88	103	118	133	148	163	178
9	74	89	104	119	134	149	164	179
0	75	90	105	120	135	150	165	180

Mu Editor

101

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All Data Results

Custom Title

Presentation Name: Hamilton STM, June 9, 2025

Poll Started: 8:32:18 PM

Metadata:

Keypad SN	First Name	Last Name	Height	Response	THE QUE	THE QUE	for which	THE QUE	an addition
1			1		Yes	No		Yes	No
2			1		Yes	Yes		Yes	
3			1						
4			1		Yes	Yes			
5			1		Yes	No		Yes	No
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7			1		Yes	Yes		Yes	Yes
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9			1		Yes	Yes		Yes	No
10			1		Yes	No		No	No
11			1		Yes	No		Yes	No
12			1		Yes	No		Yes	No
13			1		Yes				
14			1		Yes	No			
15			1						
16			1		Yes	No		Yes	No
17			1		Yes	No		Yes	No
18			1		Yes	No		Yes	No
19			1		Yes	Yes		Yes	Yes
20			1		Yes	No		No	No
21			1		No	No		Yes	No
22			1		Yes	Yes			
23			1		Yes	No		Yes	No
24			1		No	No		Yes	No
25			1		Yes	Yes		Yes	Yes
26			1		Yes	Yes		Yes	Yes
27			1		Yes	Yes		Yes	Yes
28			1		Yes	No			
29			1		Yes	No			
30			1		Yes	Yes		Yes	Yes
31			1		Yes	Yes		Yes	Yes
32			1		Yes	No		Yes	No
33			1		Yes	No		Yes	No
34			1	Yes	Yes	No		Yes	No
35			1						
36			1		Yes	Yes		Yes	Yes
37			1		Yes	No		Yes	No
38			1		Yes	No		Yes	No
39			1		Yes	No		Yes	No
40			1		Yes	No		Yes	No
41			1		Yes	Yes		Yes	



Special Town Meeting

July 14, 2025
6:30 p.m.
Hamilton-Wenham Regional High School
Auditorium

1. The constable has confirmed that the warrant for this STM has been properly posted. The Town Clerk has informed me there is a quorum present.

This Special Town Meeting of the Town of Hamilton is now open.

2. Good morning, my name is William Bowler, and I'm the Town Moderator. Welcome to the July 14, 2025 Special Town Meeting, and thank you for coming.

3. To assist me with vote counting if necessary I have appointed five tellers, who have been properly sworn as follows:

_____ [names of tellers]

4. We will start as we always do by saying the Pledge of Allegiance.

5. I'd like to start with some general reminders:

First, if you are a registered voter in Hamilton you should have picked up a voting clicker, which looks like this. If you haven't and wish to vote, then I ask you to get one now.

Second, please turn your cell phone to silent. If you need to take or make a call, please leave the meeting to do so.

Third, we welcome non-voters to Town Meeting, but do ask that you sit in the visitors' area, which is located in the back left section of the auditorium, so it will be easier to know who is able to vote and who is not.

6. I'd like to introduce the people who are sitting up front so you all know who they are.

Tom McEnaney	KP Law, Town Counsel
Robin Stein	KP Law, Town Counsel
Carin A. Kale	Town Clerk
Joe Domelowicz	Town Manager
Wendy Markiewicz	Finance Director
Bill Olson	Select Board Chair
Bill Wilson	Select Board
Rosemary Kennedy	Select Board
Tom Myers	Select Board
Benjamin Galuza	Select Board
John McGrath	FINCOM Chair
Alex Rindels	FINCOM
Chris Woolston	FINCOM
John Pruellage	FINCOM

Harry Philip
Sandy McKean

FINCOM
FINCOM

Commented [TM1]: Listed as an alternate on the website.
Please advise if should be included here.

I have asked non-resident Town officials and those assisting the Select Board or Finance Committee to be present here so they may be available to answer questions. Members of the press [and the video crew] have also been allowed to be present.

7. I hope you all read and brought your copy of the Warrant. If you did not, there may still be some extra copies. Please let me know. The agenda for the meeting is the Warrant. It was prepared by the Select Board.

To bring an agenda item before the meeting, I will recognize a member of the sponsoring board, committee, or individual so they can make a motion. If the motion is seconded, I will recognize the proponent to speak to you about it. Once they are done, I will open discussion up to you.

To ensure that we have an orderly meeting, if you wish to speak, you must first ask me to recognize you. To save time, I ask that you already be standing at one of the microphones.

Once you are recognized, please state your name and street address. We will use the same rules at today's Town Meeting that we use at

every Town Meeting. You will have 3 minutes to make comments or ask questions about the motion. When your 3 minutes is almost up, I will let you know so that you can wrap up your comments. If you continue to speak once your time has elapsed, my obligation to maintain a fair and efficient meeting requires that I move on to the next speaker.

Your comments and questions must be within what we call “the 4 corners of the motion.” Please remember that we are in a legislative session for the Town of Hamilton. While we can all agree that spirited debate is welcome, we recognize that being cordial and respectful is a priority for the efficiency of the Meeting and that every person who rises to debate a motion has an equal right to be heard. As such, we expect that at this Meeting, like at all Town Meetings, people will refrain from making remarks of a personal nature about any Town or School officials or any person who is in favor of or against the motion, and will just comment on the merits of the motion. Again, to ensure that the Meeting is run efficiently, any comments or questions must be directed to the Moderator rather than any individual or Town official.

If I deem it appropriate, I may then ask the person making the Motion or another Town official to respond through me to the question.

Please, no applause, cheering, booing or any other conduct that will disrupt or delay the Meeting.

All motions to amend must be submitted to the Town Clerk in writing. If you need assistance in framing a motion to amend, Town Counsel will provide you with some assistance.

No more than 1 amendment may be pending at the same time. A vote is first taken on the amendment and then on the main motion.

As I mentioned, when a vote is taken, we will be using the electronic voting clickers. Joe Domelowicz will demonstrate the use of the clickers in just a moment. In the unlikely event that we have trouble with the new technology, we will revert to the use of voter cards, and I will ask you to raise your voter cards and I will then decide visually whether there is the necessary majority or 2/3 vote. If I am in doubt, or 7 voters question the vote immediately after I declare the outcome, I will have the vote counted by the tellers.

Allow Joe Domelowicz to demonstrate the use of the clickers.

8. OK, we will now begin going through the Articles in the warrant.

ARTICLE 2025/7 1

*Zoning Bylaw
Amendment -
MBTA Communities
Zoning /
Form-Based Code*

To see if the Town will vote to amend the Town of Hamilton Zoning By-law and Zoning Map to: (1) identify and create three new zoning districts, being the Bay Road Mixed-Use, Willow Street Mixed-Use, and Downtown Residential sub-districts of the Town Center, to specify that multi-family housing is the only use allowed in those districts, and to incorporate intent and purpose statements for those districts; (2) re-zone certain land from the Business (B) District or the Residence (R-1a) District to one of the three new districts; (3) add or amend comprehensive provisions, including but not limited to, treatment of accessory uses and structures, and inclusionary housing, parking, signs, design, site, dimensional, use and administrative/permitting/site plan requirements applicable to those three new districts; (4) create a new 3A Multi-family Overlay District in which multi-family housing is allowed as of right, add comprehensive provisions regulating that use in the new overlay district and amend the application of Section 9.1 Groundwater Protection Overlay District to that new overlay district; (5) add or amend definitions; and (6) make related or necessary changes to other provision of the Zoning By-law, 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 By-law, or take any action thereon or relative thereto.

A majority vote is required to approve this article.

***Brief Summary:** This article seeks to implement new base zoning districts in the Town Center and a zoning overlay district encompassing two parcels on Asbury Street outside of the Town Center for the purposes of complying with the state's MBTA Communities (G.L. c. 40A, §3A) zoning requirement for multi-family housing.*

Massachusetts State Law (G.L. c. 40A, §5) governs the process by which the Town may amend its Zoning By-law. In most instances, a two-thirds vote of Town Meeting is required to approve a zoning amendment. One exception is that a simple majority vote of Town Meeting is required to amend the Zoning By-law to allow multi-family housing as of right in an eligible location. State law (G.L. c. 40A, §5) also provides that "[a]ny amendment that requires a simple majority vote shall not be combined with an amendment that requires a two-thirds majority vote" and that the effective date of any Zoning By-law amendment is the date on which is it voted upon by Town Meeting.

For these reasons, the proposed Town Center zoning is separated into two Articles. Article I includes only provisions that require a simple majority to pass. This includes the addition of three new Town Center Sub-Districts, the Bay Road Mixed-Use, Willow Street Mixed-Use, and Downtown Residential Sub-Districts which would replace the existing base zoning - of either Business or R-1a - on the affected parcels. A new 3A Multi-Family Overlay District, to encompass two parcels on Asbury Street outside of the Town Center, is also proposed. In these sub-districts and within the overlay district, multi-family housing would be permitted by right. Because state law does not allow other land uses to be passed by a simple majority, other land uses are not addressed under Article I and are reserved for Article II. Article I also includes dimensional requirements and associated form-based controls and regulatory language for the new districts.

Not all of Hamilton's Town Center is proposed to be re-zoned under Article I.

	<p><i>Several areas, including portions of Railroad Avenue, Bay Road, and Walnut Road, which include most of Hamilton's commercial land uses, were deliberately excluded in order to protect the Town's core commercial tax base and to provide the Planning Board greater control over mixed-use development in these areas.</i></p> <p><i>Although Articles I and II were drafted as a single comprehensive overhaul of Hamilton's zoning governing the Town Center, the language is separated into two articles to comply with state law. However, the zoning language included in both Articles I and II is designed to be comprehensive and synergistic to accomplish the Town's goals related to the Town Center and to comply with the state's MBTA Communities/Section 3A multi-family zoning requirement.</i></p> <p>Fiscal Year 2026 Tax Rate Impact: <i>None.</i></p> <p>The Select Board (3-0) recommends favorable action. The Planning Board (5-2) recommends favorable action. The Finance and Advisory Committee (4-0) recommends favorable action.</p> <p>MODERATOR: I recognize _____</p> <p>Motion of _____ I move that the Town approve Article 1 as printed in the Warrant.</p> <p>Is there a Second?</p> <p>Discussion:</p>
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<p>ARTICLE 2025/7 2</p> <p><i>Zoning Bylaw Amendment - Town Center Zoning/ Form-Based Code</i></p>	<p>To see if the Town will vote to amend the Town of Hamilton Zoning By-law and Zoning Map as just amended by Article 1 to: (1) identify and create two new zoning districts, being the Depot Square and Bay Road Civic sub-districts of the Town Center, and to specify the uses allowed and prohibited therein, and incorporate intent and purpose statements for those districts; (2) re-zone certain land from the Business (B) District or the Residence (R-1a) District to one of the two new districts; (3) eliminate the Business District and Willow Street Overlay district and delete references to the Business District and Willow Street Overlay District on the Zoning Map and throughout the Zoning By-law; (4) re-zone certain land from the Business (B) District to the Residence (R-1a) District; (5) add or amend comprehensive provisions, including but not limited to, treatment of nonconformities and accessory uses and structures, and parking, sign, design, site, administrative/permitting/site plan review, use and dimensional requirements applicable to the new Depot Square and Bay Road Civic districts; (6) specify additional provisions applicable to, and uses that are allowed and prohibited in, the new Bay Road Mixed-Use, Willow Street Mixed-Use and Downtown Residential districts and uses prohibited in the Residence (R-1a and R-1b) and Residential Agricultural (RA) Districts; (7) add and amend definitions; (8) amend section 10.6 Site Plan Review and (9) make related or</p>
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necessary changes to other sections of the Zoning By-law, all as set forth in Appendix B attached hereto; and to authorize the Town Clerk to undertake any necessary and related renumbering of the Zoning By-law, or take any action thereon or relative thereto.

A 2/3 vote is required to approve this article.

Brief Summary: Article II incorporates all other provisions of the proposed Town Center zoning, including the incorporation of new zoning districts covering the remainder of the Town Center which would not permit multi-family housing as of right. This includes the proposed new Depot Square and Bay Road Civic Sub-Districts which will replace the existing base zoning – of either Business or R-1a – on the affected parcels. The existing Business District and Willow Street Overlay Districts would be eliminated as they would be superseded by the new zoning. Article II also includes provisions related to all proposed land uses in the Town Center (apart from multi-family housing addressed in Article I), and includes additional form-based controls and regulatory language. Article II assumes that Article I has been adopted and treats the amendments proposed in Article I as already being in place. Article II cannot be passed without the passage of Article I because it depends on language and frameworks established under Article I. Accordingly, the Planning Board would recommend that Article II be referred back to the Planning Board for further study if Article I fails.

Fiscal Year 2026 Tax Rate Impact: None.

The Select Board (3-0) recommends favorable action. The Planning Board (7-0) recommends favorable action. The Finance and Advisory Committee (4-0) recommends favorable action

MODERATOR: I recognize _____

Motion of

I move that the Town approve Article 2 as printed in the Warrant, provided that the following language contained in Section 9.8.7.1 of Appendix B is deleted: “, provided however that site plan review for Multi-Family uses cannot be denied” as that language was not included and adopted in Article 1.

Is there a Second?

Discussion:

ADJOURNMENT

MODERATOR: I will now accept a Motion to dissolve.

Second?

This Special Town Meeting is now dissolved.

984095/HAML/0001



**FREQUENTLY ASKED QUESTIONS regarding
Hamilton's Proposed Town Center and Section 3A Compliant Zoning
June 28, 2025**

Hamilton residents will be asked to consider implementing new zoning at a Special Town Meeting on July 14, 2025 that will rezone the Town Center and bring the Town into conformance with the State's MBTA Communities/Section 3A requirements. Under the state's MBTA Communities/Section 3A requirements, Hamilton is required to implement zoning on a minimum of 49-acres where multi-family is permitted by right, at a minimum density of 15-units per acre, which could accommodate up to 731 housing units. Although the new zoning is oriented to meet the state's multi-family housing requirement, the proposed zoning also includes many additional new requirements regulating the form, siting, intensity of development, accessibility, and architectural design of new development to ensure it is consistent with historical building patterns in Hamilton's Town Center area.

This document is designed to clarify a few common questions related to this effort.

1.) What does 'permitted by right' mean? Will there still be a public process?

A use that is permitted by right in Massachusetts must be approved if the application is complete and meets all of the zoning requirements. However, most land uses permitted by right – including multi-family housing and commercial development – will continue to be subject to Site Plan Review by the Planning Board. Abutting property owners will be notified if an application is filed and have an opportunity to provide their comments. The Planning Board will conduct a review to ensure the application meets the Town's zoning requirements and has the opportunity to impose reasonable conditions on such applications if necessary to bring them in conformance with Town requirements. Site Plan Review differs from Special Permit applications in that the review is non-discretionary, however land use applications are still subject to a public review process.

2.) Does Hamilton permit multi-family housing 'by right' today?

Hamilton does not permit multi-family housing by right as a stand-alone use, however the Town permits multi-family housing by right in the Business District today – encompassing the if it is part of a Mixed-Use Development with residential units located on the second floor and above of a building. The Business District encompasses approximately 26 acres in Hamilton's Town Center. The zoning for Mixed-Use Developments is very flexible and does not limit the density of housing in such projects apart from requiring that a building not exceed 75% coverage of the lot. These provisions, permitting Mixed-Use Development by right, have been in place for approximately 20 years and has led to a relatively modest number of new housing units. In fact, the Town and/or Town-chartered organizations have partnered with private or non-profit entities to develop most new housing in the District. This includes the Firehouse Place development (4 housing units) and Willow Flats (18 housing units).

3.) Why is the proposed zoning split into two articles?

Massachusetts State Law (G.L. c. 40A, §5) governs the process by which the Town may amend its Zoning By-law. In most instances, a two-thirds vote of Town Meeting is required to approve a zoning amendment. One exception is that a simple majority vote of Town Meeting is required to amend the Zoning Bylaw to allow multi-family housing as of right in an eligible location. State law (G.L. c. 40A, §5) also provides that “[a]ny amendment that requires a simple majority vote shall not be combined with an amendment that requires a two-thirds majority vote” and that the effective date of any Zoning Bylaw amendment is the date on which it is voted upon by Town Meeting.

For these reasons, the proposed zoning is separated into two Articles. Article I includes only provisions that require a simple majority to pass. This includes the addition of three new Town Center Sub-Districts, the Bay Road Mixed-Use, Willow Street Mixed-Use, and Downtown Residential Sub-Districts which would replace the existing base zoning - of either Business or R-1A - on the affected parcels. A new 3A Multi-Family Overlay District, to encompass two parcels on Asbury Street outside of the Town Center, is also proposed. In these sub-districts and within the overlay district, multi-family housing would be permitted by right. Because state law does not allow other land uses to be passed by a simple majority, other land uses are not addressed under Article I and are reserved for Article II. Article I also includes dimensional requirements and associated regulatory language for the new districts and, if passed, would bring the Town into compliance with the state’s MBTA Communities/Section 3A zoning requirement for multi-family housing.

Article II includes all other provisions of the proposed Town Center zoning, including new sub-districts which would not permit multi-family housing by right. This includes the proposed new Depot Square and Bay Road Civic Sub-Districts which will replace the existing base zoning – of either Business or R-1A – on the affected parcels. The existing Business District and Willow Street Overlay Districts would be eliminated as they would be superseded by the new zoning. Article II also includes provisions related to all proposed land uses in the Town Center (apart from multi-family housing addressed in Article I), and includes additional regulatory language. Article II assumes that Article I has been adopted and treats the amendments proposed in Article I as already being in place.

Although, separated on the Town Meeting Warrant, it is important to emphasize that this zoning was crafted as part of a single effort and the two articles are designed to be comprehensive and synergistic to both accomplish the Town’s long-term goals related to the Town Center and to meet the requirements of the state’s multi-family housing mandate.

4.) How will the new zoning differ from the existing zoning in place in the Town Center?

The Section 3A compliant zoning districts in the Town Center, including the Bay Road Mixed-Use, Willow Street Mixed-Use, and the Downtown Residential Sub-districts, make up a total of 30 acres which is a bit larger than the existing Business District at 26 acres. Additionally, in these

districts, multi-family housing as a stand-alone use will become a permitted use which is not the case in the Business District today where multi-family housing is only permitted in Mixed-Use Developemnts.

However, the new zoning sub-districts include much more expansive requirements related to the form, siting, accessibility, and architectural design of new development than is required under Hamilton's existing Business District zoning. For example, there are virtually no safeguards in place limiting the intensity of development on a parcel apart from a requirement that a building not exceed 75% of the land area of a parcel. Since the Business District permits buildings up to three-stories by right, this means that a building up to 98,010 square-feet could be constructed on a one-acre parcel and the Town would have no recourse to deny such an application for its size. The proposed zoning includes minimum open space and floor-area ratio requirements that ensure development will not overwhelm a parcel and be out of place with its surroundings. For example, the total amount of building in the three Town Center sub-districts permitted on a one-acre parcel would be between 17,800 and 18,300 square-feet depending on the sub-district, an order of magnitude smaller than what is permitted under today's requirements. Additionally, the proposed zoning includes maximum footprints of buildings, limiting the size of individual buildings, representing a new requirement than what is in place today. This requirement will limit a single building to no larger than 9,000 square-feet in two of the sub-districts and between 15,000 to 20,000 square-feet in the third.

5.) Is it possible that the new zoning will lead to a net increase of 731 new housing units in Hamilton?

No. The MBTA Communities requirements mandate that municipalities develop zoning that can accommodate a minimum unit capacity on the land that is part of the eligible zoning. In Hamilton's case, this figure is 731 housing units. However, unit capacity does not consider or account for existing uses on the parcels. In Hamilton's case, the Town is proposing to rezone areas that are already densely settled. In the Town Center, 109 housing units are located on the parcels proposed to be re-zoned to meet the Section 3A requirements. In the area proposed for the Section 3A compliant overlay district on Asbury Street, 68 housing units are existing or have previously been approved. Use of the State's Compliance Model shows that a maximum of 732 housing units could be developed on the land proposed for re-zoning, however this does not include the 177 housing units already in place or approved on those parcels. Moreover, there are several conditions in place in Hamilton which will likely reduce the likelihood of a large number of multi-family residential development in Hamilton (described further below).

6.) Is it likely that the new zoning, if approved, will lead to a building boom of multi-family housing in Hamilton?

While it is impossible to make entirely accurate forecasts of future conditions, there are several conditions in place that make the Town less well-suited for multi-family development than other areas. Notably, Hamilton does not have municipal sewer system to serve new uses meaning that new developments need to construct on-site systems to accommodate their septage needs. Because building new systems represents a greater expense than simply connecting into existing sewer systems, and because this requires additional land area to accommodate the system, thus reducing the density of the development, multi-family development tends to congregate in areas with more developed infrastructure including municipal sewer facilities. Additionally, Hamilton's Town Center is made up almost entirely of very small land parcels. In fact, there are just five parcels that are one acre or larger and no parcels larger than two acres. Small parcels are less well suited for more intensive land uses like multi-family housing because the number of units

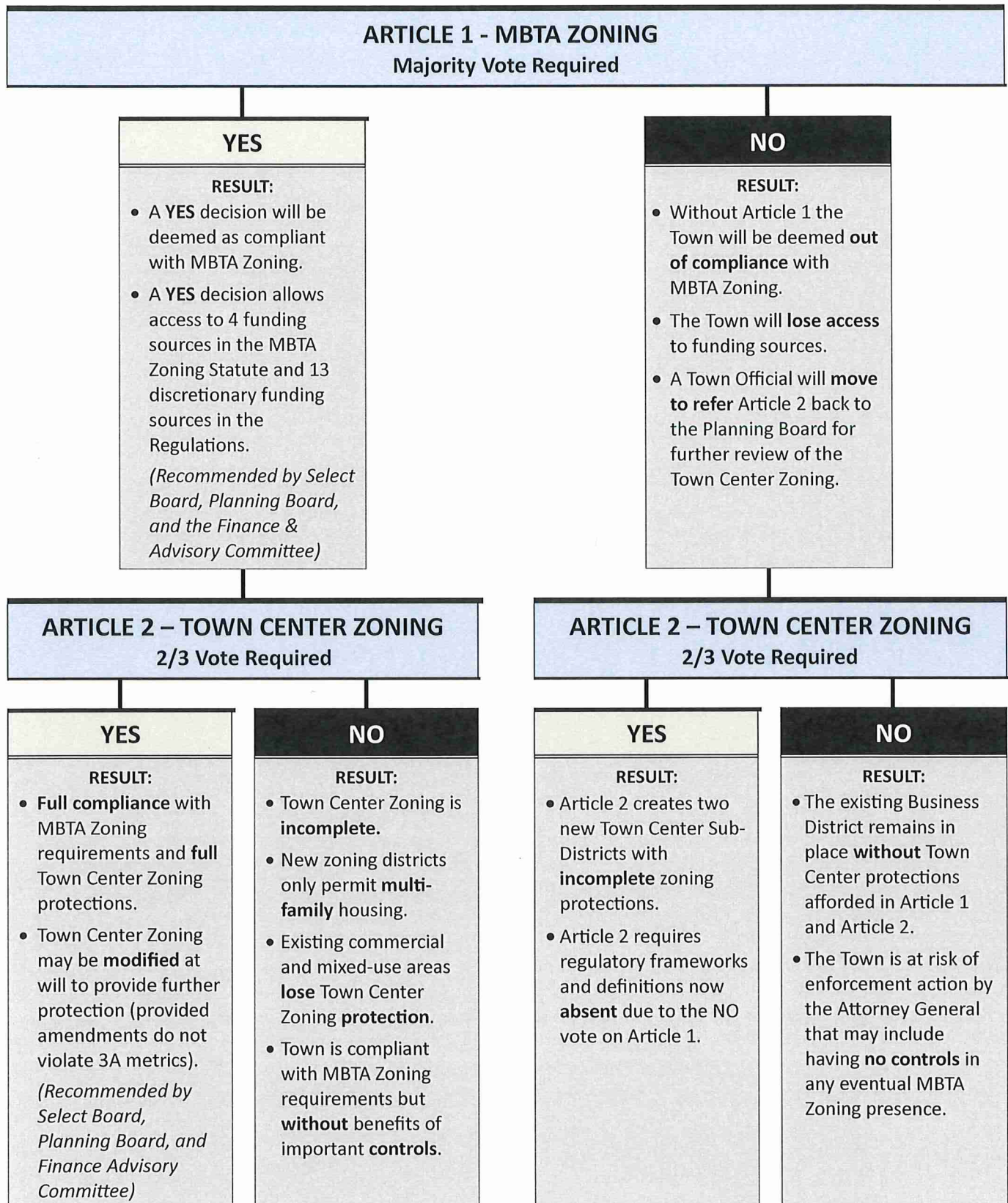
produced will be much smaller. Although it is possible for a potential developer to acquire contiguous parcels and merge them into a single parcel for development purposes, this is less likely because it represents a higher up-front expense and can take up much more time to conduct negotiations and acquisitions.

7.) What are the projected school impacts of multi-family housing on the community?

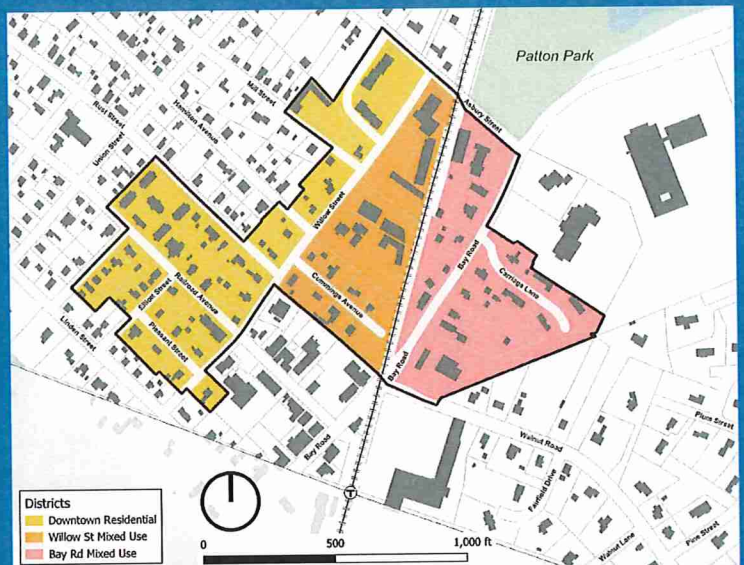
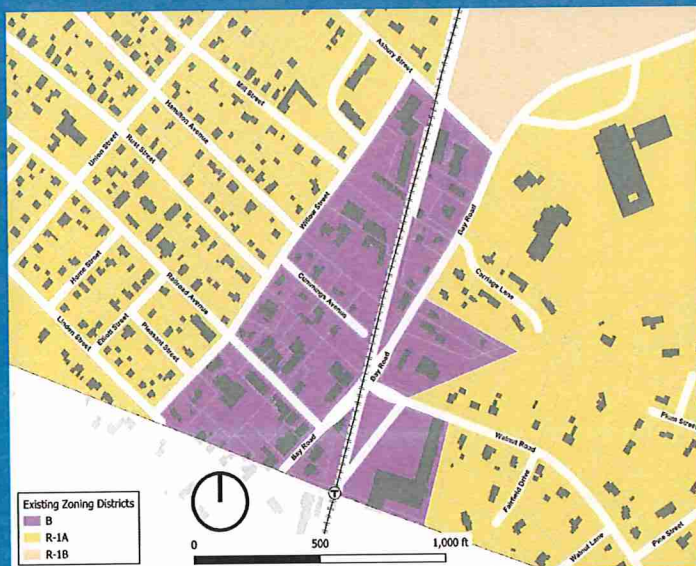
Although new multi-family housing will likely result in some new school-aged children, the impacts are often less than many anticipate. Multi-family housing units are typically a great deal smaller than traditional single-family homes – often just one or two bedrooms – so they generally are more accommodating of smaller households over families with children. In Hamilton, the Willow Flats development offers the best comparison as it includes the highest number of housing units (18) in one building in the Town Center. According to the Hamilton-Wenham School District, a total of three students residing in the development are currently enrolled in the Hamilton-Wenham public schools. This represents a ratio of 0.166 students per housing unit. Moreover, affordable housing units have been shown to accommodate a larger share of students than market rate units. Because Willow Flats includes a larger share of affordable housing units (50%) than what will be required under the MBTA Communities zoning (10%), it can reasonably be inferred that multi-family housing created under the new zoning will produce slightly less school children than what has been experienced at Willow Flats.

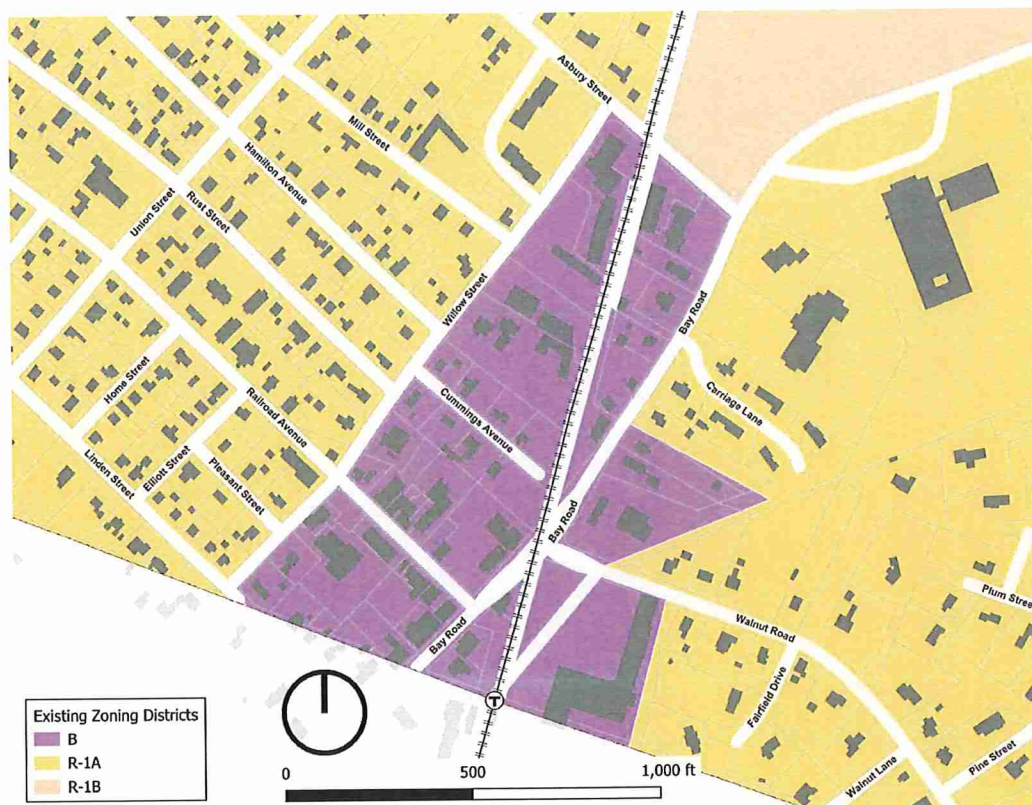
WARRANT ARTICLES 1 AND 2

DECISION PROCESS AND RESULTS

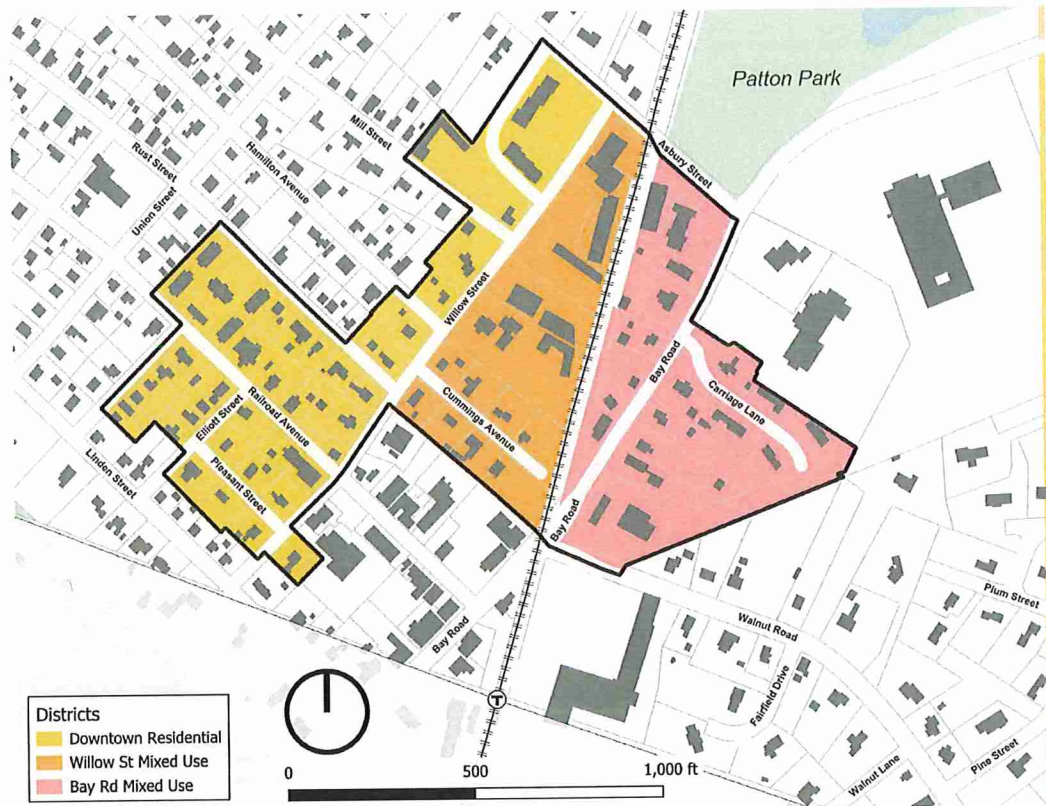


A Comparison of Existing Town Center Zoning with Proposed Zoning

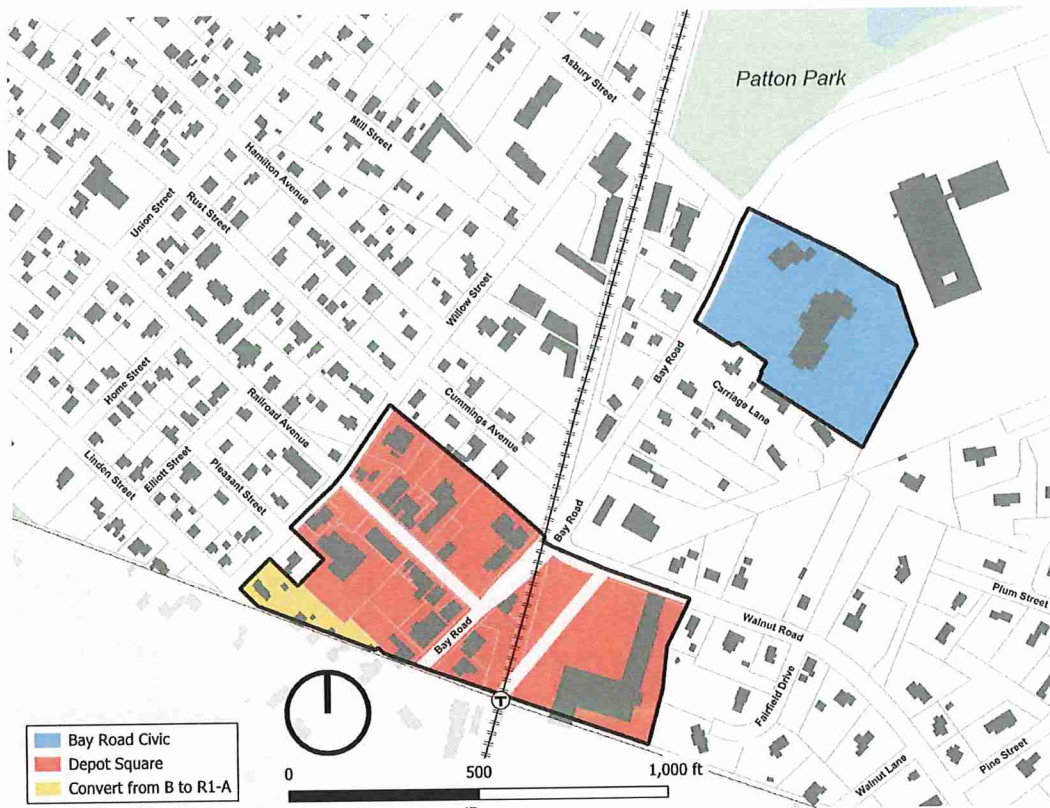




Existing Zoning: Hamilton adopted the existing Business District zoning in the Town Center to support 'by-right' redevelopment in the Town Center in the 2000s. The District extends from Willow Street to the west to Hamilton Crossing to the east and from Asbury Street to the north to the Wenham Town Line to the south.



Proposed Zoning (Section 3A): The Proposed three sub-districts depicted make up the proposed Town Center Section 3A compliant zoning. The zoning includes property west of Willow Lane and extends further along Bay Road to Carriage Lane. Notably, the core Downtown area (along Railroad Avenue, Bay Avenue, and Walnut Street) is excluded from the 3A zoning to preserve Hamilton's commercial-most areas and that important part of the tax base.



Proposed Town Center Zoning (NOT Section 3A compliant): The two depicted remaining sub-districts, including the Depot Square and Bay Road Civic Sub-Districts, make up the remainder of the proposed Town Center zoning. However, these districts are not compliant with the MBTA Communities requirements and do not permit multi-family housing as a stand-alone use.

There is not a substantial difference in the size of the Business District and the proposed Section 3A compliant districts:

Existing Size of Business District: 26 acres

Proposed Size of Downtown 3A-Contributing Districts: 30.00 acres

- *Bay Road Mixed Use District:* 9.50 acres
- *Willow Street Mixed Use District:* 7.20 acres
- *Downtown Residential:* 13.30 acres

Hamilton's existing Business District, which is comparable in size to the proposed MBTA Communities-contributing districts in the Town Center, permits multi-family housing as part of mixed-use developments by right when multi-family units are located on the second and third stories of a building. It does not permit multi-family housing as a stand-alone use.

It does not include many dimensional and architectural controls that are proposed under the Town Center zoning.

Dimensional Requirements: Existing Business District and Proposed 3A-compliant Zoning Districts:

	Business District (Existing Zoning)	Bay Road Mixed Use District	Willow Street Mixed Use District	Downtown Residential
Maximum Building Footprint	None	3,000 sf	5,000 sf	3,000 sf
Maximum Building Height	35-feet	35-feet*	35-feet	35-feet
Maximum Building Stories	3-stories	2.5 stories*	2.5 stories	2.5 stories
Mixed Use Development Permitted?	Yes	Yes	Yes	No
Multi-Family uses permitted as part of Mixed Use Development?	Yes	Yes	Yes	No
Multi-Family permitted?	No	Yes	Yes	Yes
Maximum Floor Area Ratio	No requirement	0.39	0.42	0.4
Maximum Bldg Coverage	75%	See Min. Open Space below	See Min. Open Space below	See Min. Open Space below
Minimum Open Space	No requirement	40%	40%	40%
Min. Front Setback	25-feet**	20-feet	10-feet	10-feet
Min. Side Setback	***	5-feet	5-feet	10-feet
Min. Rear Setback	***	20-feet	20-feet	20-feet

* - 3.5 stories or 45-foot tall buildings are permitted only on the rear of lot

** - Or average of abutting lots

*** - To be determined during Site Plan Review

Average Size of Parcel in 3A-Contributing Downtown Districts is Small

Average Size of Parcels in proposed zoning districts:

- *Bay Road Mixed Use District:* 0.53 acres
- *Willow Street Mixed Use District:* 0.55 acres
- *Downtown Residential:* 0.35 acres
- **Average:** 0.43 acres

One factor which will likely limit development intensity in the Town Center is that there are very few large parcels ripe for redevelopment. In fact, there are no parcels in the proposed Town Center Section 3A-compliant sub-districts that are larger than 2 acres and only five that are larger than one acre.

There are a total of 69 parcels in the 30-acre area. The average parcel size is just 0.43 acres.

Only Five Parcels are one-acre or larger in the proposed Section 3A-Compliant Town Center Zoning:

The following slides highlight the only parcels larger than one acre in the proposed Section 3A-compliant districts. All parcels include existing land uses. For some parcels, redevelopment may provide additional benefits to the community.

- 1.) *300 Willow Street (Residential Condominiums)*
- 2.) *121 Railroad Avenue (Housing Authority – Existing multi-family use)*
- 3.) *121 Bay Road (Cumberland Farms)*
- 4.) *203 Willow Street (Offices)*
- 5.) *281 Willow Street (Industrial)*



300 Willow Street
(Residential Condos)



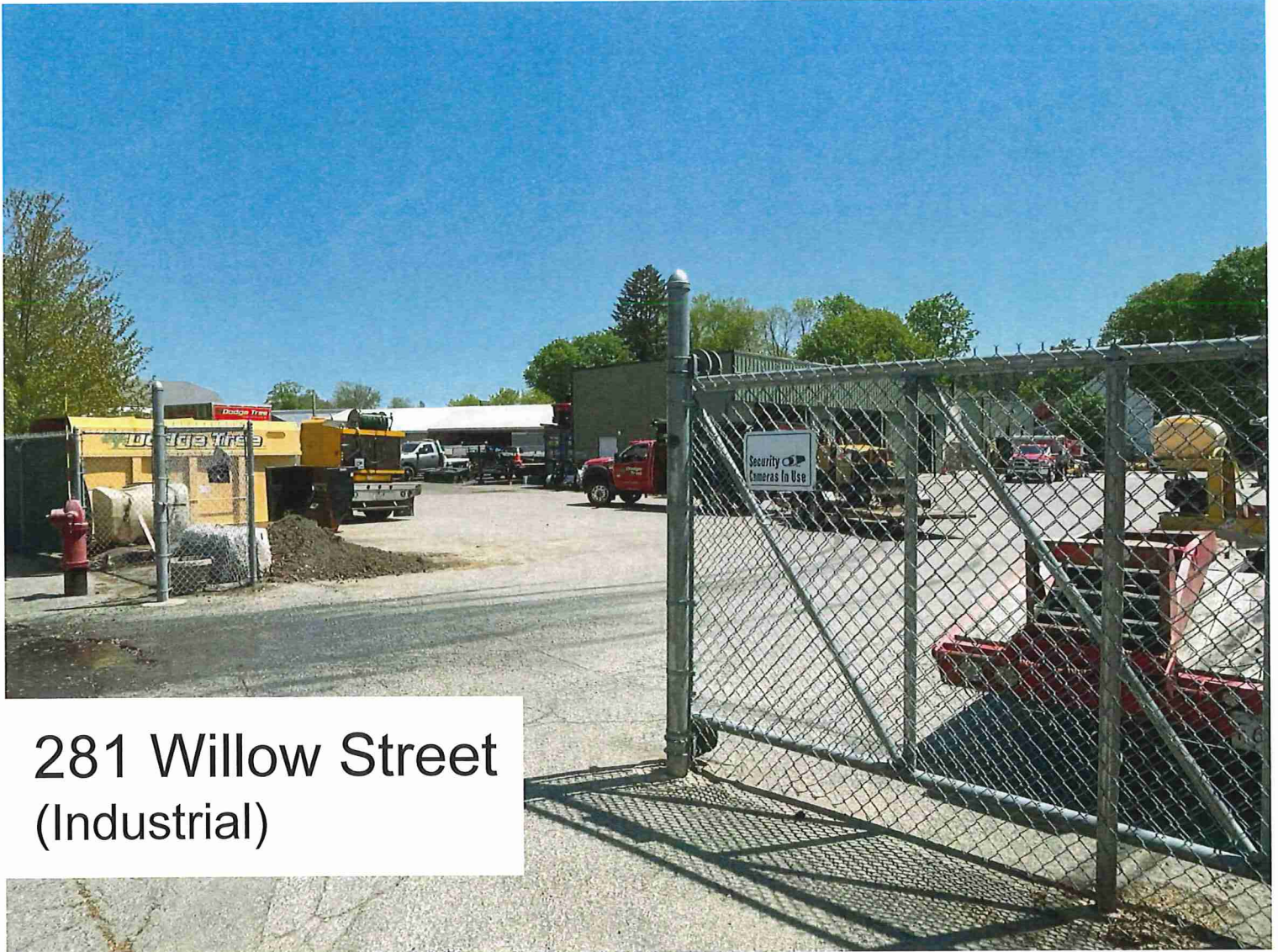
121 Railroad Avenue
(Hamilton Housing Authority)



121 Bay Road
(Cumberland Farms)



203 Willow Street
(Offices)



281 Willow Street
(Industrial)

AMENDMENT OF LEASE - EXTENSION OF LEASE TERM

This Amendment of Lease (the "Amendment"), is made as of June 30, 2025, by and between the Town of Hamilton, a Massachusetts, municipal corporation acting by and through its Select Board (the "Lessor"), and the Hamilton-Wenham Regional School District, a body politic and corporate organized and existing under and pursuant to G.L. c. 71, acting by and through its Regional District School Committee (the "Lessee"),

WHEREAS, the Lessor and Lessee entered into that certain Agreement of Lease dated as of July 1, 2015 (the "Lease") for the Lease of the **Winthrop School** in Hamilton, Massachusetts, more particularly described in Exhibit A to the Lease (the "Premises"); and

WHEREAS, Section 2. A of the Lease gives the Lessee the right to extend the term of the Lease for an additional term of up to ten (10) years, and the Lessee hereby exercises such right; and

WHEREAS, Section 14. B. provides that the Lease may be amended by a writing signed by the Lessor and the Lessee,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee hereby agree as follows:

1. The Term of the Lease shall be extended for an additional period of ten (10) years beginning on July 1, 2025, and ending on June 30, 2035, unless extended further or terminated according to the terms of the Lease.
2. All other terms and provisions of the Lease are hereby ratified and shall remain in full force and effect, unless their terms dictate otherwise, and the Lessee and Lessor acknowledge and agree that at present, neither party is in default under the terms of the Lease.

IN WITNESS WHEREOF, the Lessee and the Lessor have hereunto set their hands and seals as of the date first written above.

(Remainder of page intentionally left blank. Signature pages follow.)

**TOWN OF HAMILTON
BY ITS SELECT BOARD**

**HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT
BY ITS REGIONAL DISTRICT SCHOOL COMMITTEE**

AMENDMENT OF LEASE - EXTENSION OF LEASE TERM

This Amendment of Lease (the "Amendment"), is made as of June 30, 2025, by and between the Town of Hamilton, a Massachusetts, municipal corporation acting by and through its Select Board (the "Lessor"), and the Hamilton-Wenham Regional School District, a body politic and corporate organized and existing under and pursuant to G.L. c. 71, acting by and through its Regional District School Committee (the "Lessee"),

WHEREAS, the Lessor and Lessee entered into that certain Agreement of Lease dated as of July 1, 2015 (the "Lease") for the Lease of the **Cutler School** in Hamilton, Massachusetts, more particularly described in Exhibit A to the Lease (the "Premises"); and

WHEREAS, the Lessor has requested grant funding from the Massachusetts School Building Authority ("MSBA") for certain school building repair, renovation, and/or construction on the Cutler School and in connection therewith has executed an Initial Compliance Certification dated as of May 5, 2022 attached hereto as Exhibit B (MSBA Project No. 202106750015), pursuant to which the Lessor acknowledges and agrees that school facility shall have an anticipated useful life of fifty (50) years as a public school as required by 963 CMR 2.03 (2)(b), thereby necessitating a lease term for the Premises of fifty (50) years; and

WHEREAS, at the Hamilton Special Town Meeting held on June 9, 2025, Hamilton Town Meeting voted on Article 2025/6 2 to authorize the Select Board to extend the lease with the Hamilton-Wenham Regional School District for the Cutler Elementary School, located at 237 Asbury Street, Hamilton, MA, and identified on Assessor's Map 47, Lot 150, for an additional term of 50 years on such terms and conditions as the Select Board deems to be in the best interests of the Town, and further, to authorize the Select Board to execute any and all documents related thereto (See Town Meeting Vote attached hereto as Exhibit C); and

WHEREAS, Section 14. B. provides that the Lease may be amended by a writing signed by the Lessor and the Lessee,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee hereby agree as follows:

1. The Term of the Lease shall be extended for an additional period of fifty (50) years beginning on July 1, 2025, and ending on June 30, 2075, unless extended further or terminated according to the terms of the Lease.
2. All other terms and provisions of the Lease are hereby ratified and shall remain in full force and effect, unless their terms dictate otherwise, and the Lessee and Lessor acknowledge and agree that at present, neither party is in default under the terms of the Lease.

IN WITNESS WHEREOF, the Lessee and the Lessor have hereunto set their hands and seals as of the date first written above.

(Remainder of page intentionally left blank. Signature pages follow.)

**TOWN OF HAMILTON
BY ITS SELECT BOARD**

**HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT
BY ITS REGIONAL DISTRICT SCHOOL COMMITTEE**

EXHIBIT A

Lease of the Cutler School

AGREEMENT OF LEASE

This agreement of lease (this "Lease") made as of the 1st day of July, 2015, by and between the Town of Hamilton, a Massachusetts municipal corporation acting by and through its Board of Selectmen (the "Lessor"), and the Hamilton-Wenham Regional School District, a body politic and corporate organized and existing under and pursuant to G.L. c. 71 (the "Lessee"),

WITNESSETH THAT:

WHEREAS, the Lessor is a party to a certain Amended and Restated Agreement Between the Towns of Hamilton and Wenham with Respect to the Establishment of a Regional School District which was most recently amended effective September 15, 2014 (the "Agreement"); and

WHEREAS, the Lessor owns the land with the building(s) thereon known as the Cutler School and more particularly described in Exhibit "A" hereto, which exhibit is incorporated herein by this reference (the "Premises"); and

WHEREAS, Section III.B of the Agreement authorizes the Lessor to lease the Premises to the Lessee subject to certain terms and conditions; and

WHEREAS, the Lessor and the Lessee entered into a certain lease of the Premises dated as of July 1, 1975 for a twenty- (20-) year term subject to extension by a single additional term of twenty (20) years (the "Original Lease"), and the term, as so extended, of the Original Lease expired on June 30, 2015; and

WHEREAS, the Lessor and the Lessee desire to enter into a new lease of the Premises as authorized by the Agreement and on substantially similar terms to those contained in the Original Lease, all as set forth below;

NOW, THEREFORE, in consideration of the premises set forth above and the mutual promises set forth below and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned, intending to be legally bound, hereby agree as follows:

1. LEASE OF PREMISES; ACKNOWLEDGEMENTS BY BOTH PARTIES. The Lessor hereby lets, rents and demises unto the Lessee and the Lessee hereby leases and hires from the Lessor the Premises. The Premises are accepted by the Lessee in their present condition, "AS-IS, WHERE-IS," with no representations or warranties from the Lessor except as may be set forth herein, and the Lessor acknowledges that the Lessee committed no waste of and did no damage to the Premises during the extended term of the Original Lease and in no way violated or committed any breach of any of the terms thereof.

2. TERM. The initial term of this Lease shall be for a period ten (10) years commencing on July 1, 2015 and expiring on June 30, 2025, unless earlier terminated as set forth herein. Pursuant to Section III.B of the Agreement, the Lessee may extend and either party may terminate the term of this Lease as follows:

A. EXTENSION. The Lessee, may at its option, extend the term of this Lease for an additional term of up to ten (10) years by written notice to the Lessor at any time at least six (6) months prior to the expiration of the initial term hereof. It being the intent of the parties that the Lessee shall not suffer a forfeiture as a result of any inadvertent failure to give notice to the Lessor of its intent to extend the initial term hereof, it is agreed that no such failure by the Lessee shall be deemed to bar such an extension unless the Lessor, from or after the date that is six (6) months prior to the expiration of the initial term, makes written demand of the Lessee for a clear statement of the

Lessee's intentions concerning such extension and the Lessee shall fail, within sixty (60) days after actually receiving such demand, to send written notice to the Lessor of its desire to extend the initial term. As used herein, the "Term" shall mean and include the initial term of this Lease together with any extension thereof.

B. TERMINATION BY LESSEE. The Lessee may terminate the Term by written notice to the Lessor given at least six (6) months prior to the effective date thereof. Any such termination shall be effective with respect to the whole of the Premises; a partial termination effective as to only a portion thereof shall require the assent of the Lessor's Board of Selectmen, such assent not to be unreasonably withheld, conditioned or delayed.

C. TERMINATION BY LESSOR. The Lessor may terminate the Term through the process of withdrawal as set forth in Section VIII of the Agreement and not otherwise.

3. RENT. The Lessee shall not be obligated to pay any rent hereunder per Section III(B) of the Agreement.

4. QUIET ENJOYMENT. Upon the Lessee's performing its obligations under this Lease, the Lessee may peaceably and quietly have, hold, and enjoy the Premises during the Term hereof.

5. USE. The Lessee shall use the Premises only for the purpose of operating a school, including any ancillary functions such as school administration, and shall not commit or suffer any waste of the Premises.

6. OPERATING COSTS. The Lessee shall bear all costs for the operation, maintenance, repair, improvement, alteration, or remodeling of the Premises including, without limitation, all

expenses relating to utilities (e.g., for water, electricity, gas, heat and telephone), grounds keeping (e.g., the mowing and raking of grass, collection and removal of leaves, maintenance of shrubs and bushes), trash disposal, snow removal, and insurance, except that the Lessor shall, at its cost, provide snow removal and sanding services with respect to the parking areas and driveways on the Premises.

7. CARE OF PREMISES AND CONSTRUCTION, IMPROVEMENTS AND DEMOLITION.

A. IN GENERAL. The Lessee shall bear all costs of maintaining, repairing, improving, altering and remodeling the Premises. The Lessee shall be responsible to make such repairs as are necessary to keep the Premises in good and habitable condition reasonable wear and tear and damage by fire or other casualty excepted. The Lessee shall also make such alterations or repairs to the Premises as may from time to time be required by law. All articles of personal property and all fixtures, appurtenances, machinery, equipment and furniture owned or installed by the Lessee in the Premises, and any so-called portable or modular classroom units purchased and installed by the Lessee, shall remain the property of the Lessee and may be removed by the Lessee at any time before the expiration or other termination of this Lease, provided that the Lessee, at its expense, shall repair any damage to the Premises caused by such removal. The Lessee shall not be obligated to remove any improvement at the end of the Term unless the Lessor so specifies at the time the Lessor consents to the installation of such improvement.

B. APPROVAL PROCESS. The Lessee shall give written notice to the Board of Selectmen of the Lessor not less than two months before the Lessee undertakes any project to alter, improve, remodel or enlarge any building on the Premises if the estimated cost thereof exceeds fifty thousand dollars (\$50,000) unless (i) the Lessee is authorized to incur debt for such project pursuant to

Section IX of the Agreement, (ii) the Lessor, by vote of a Town Meeting, shall have approved the undertaking of such project, or (iii) the Superintendent of the Lessee reasonably determines such project to constitute an emergency and promptly notifies Town Manager of Lessor. Upon the expiration of such two-month period, the Lessee may undertake such project unless the Lessee shall have received during such period written notice from the Board of Selectmen of the Lessor of its disapproval of the proposed project and of the reasons for such disapproval, provided that the Board of Selectmen of the Lessor shall not unreasonably disapprove any such project.

C. DEMOLITION. Notwithstanding any other provision hereof, the Lessee shall not demolish any building on the Premises except with the prior, written approval of the Board of Selectmen of the Lessor as evidenced by a writing from Lessor's Town Manager, which approval shall not be unreasonably withheld, delayed or conditioned, and unless the Lessee replaces the building so demolished with another of at least equivalent value and utility. The Lessee shall bear all costs of such demolition, including the removal of debris and replacement. For the purposes of this paragraph, "building" shall not include any so-called portable or modular classroom units.

8. INSURANCE. The Lessee shall obtain from companies qualified to do business in Massachusetts, and with Best's Superior to Excellent rating, and keep in force and pay for insurance in form reasonably acceptable to the Lessor of the kinds set forth below. Upon request, and at least once per year, the Lessee shall furnish the Lessor with copies of all property, general liability, and umbrella/excess liability insurance policies reflecting the amount and scope of coverage pursuant to this Lease. The Lessee shall furnish the Lessor with certificates of insurance reflecting that the Lessor is Loss Payee or Additional Insured as appropriate and that the insurer will not cancel such policies without giving Lessor at least 30 days notice thereof.

A. PROPERTY. The Lessee shall keep insured, for the benefit of the Lessor and the Lessee, as their interests may appear, all buildings, fixtures, appurtenances, furniture and ancillary equipment on the Premises against loss or damage by fire and against other risks for Replacement Cost Values with limits of Insurance per Occurrence as provided for in the Lessee's property coverage policy. Lessor shall be made a Loss Payee on any draft issued in payment for such loss. If parties hereto do not agree upon disbursement of insurance proceeds, then any dispute about such disbursement shall be resolved by an arbitrator or mediator agreed to by the parties.

B. LIABILITY. The Lessee shall maintain adequate comprehensive general liability insurance for the benefit of the Lessor and the Lessee, as their interests may appear, against all claims for bodily injury, death, property damage, or advertising injury which may be alleged to have occurred upon the Premises. In no event shall the amounts of coverage be less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate per year. In addition, Lessee will maintain umbrella/excess liability coverage against all claims for bodily injury, death, property damage, or advertising injury in an amount not to exceed Five Million Dollars (\$5,000,000), single limit any one occurrence. The Lessor shall be listed as an Additional Insured on both the general liability and umbrella/excess liability policies as described herein.

C. IN CONNECTION WITH CONSTRUCTION. With respect to any renovations, repairs, additions or improvements, the Lessee shall maintain and, where appropriate, require all contractors and subcontractors to maintain, general builder's risk insurance with the Lessor and the Lessee being named as insured as their interests may appear, reasonable comprehensive general liability insurance and workers' compensation insurance.

9. COMPLIANCE WITH LAWS. The Lessee shall comply with all federal, state and local statutes, laws, codes, regulations and bylaws in connection with the use of the Premises and shall procure at its own expense all necessary licenses, permits and government approvals.

10. CASUALTY OR CONDEMNATION. If the Premises are substantially damaged by fire or casualty, or if as a result of any exercise of the right of eminent domain the Premises are no longer useable as a school (collectively, a "Taking"), then the Lessee shall have the right to terminate this Lease by giving to the Lessor written notice of the Lessee's election so to do within forty-five (45) days after the occurrence of such casualty or the effective date of such Taking, whereupon this Lease shall terminate thirty (30) days after the date of such notice with the same force and effect as if such date were the date originally established as the expiration of the Term. Lessor shall be made a Loss Payee on any draft issued in payment for such loss or condemnation. If the parties hereto do not agree upon the disbursement of insurance or condemnation proceeds, then any dispute about such disbursement shall be resolved by an arbitrator or mediator agreed to by the parties. If this Lease is not so terminated, then the Lessee shall restore the Premises to their good and habitable condition, provided that such obligation shall be limited to the amount of insurance proceeds and/or award of damages for the Taking available therefor. Nothing contained herein shall be construed to prevent the Lessee from prosecuting in any condemnation proceedings a separate claim for the value of any of fixtures, appurtenances, machinery, equipment and furniture, and any so-called portable or modular classroom units owned or installed by the Lessee in the Premises, and for relocation expenses.

11. DEFAULT. If at any time during the Term of this Lease the Lessee shall neglect or fail to perform or observe any covenant herein contained on the Lessee's part to be performed or observed and the Lessee shall fail to remedy the same within thirty (30) days after notice to the Lessee

specifying such neglect or failure, or if such failure is of such a nature that the Lessee cannot reasonably remedy the same within such thirty (30) day period, and the Lessee shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with diligence and continuity, then the Lessor may pursue such rights and remedies as it may have at law or in equity, provided only that the Lessor may not terminate the Term of this Lease except by withdrawal as set forth in Section VIII of the Agreement. The Lessee shall pay Lessor's reasonable attorney fees and costs to enforce this section of the Lease.

12. SIGNS. The Lessee shall be entitled to maintain any signs or placards upon the Premises substantially in the location and of the same dimensions as the signs currently there in place, as shown on the sketch that is attached hereto as Exhibit "B". The Lessee may alter at will the design and wording of any sign, provided that it obtains whatever permits or approvals are required by the Town's Zoning or General By-laws. In addition to the approvals required by local by-law, the Lessee shall not post any additional signs without first submitting a drawing or other plan indicating the size, design, location and wording of the proposed sign to the Lessor's Board of Selectmen for its approval, which approval shall not be unreasonably withheld, conditioned or delayed.

13. USE OF PREMISES BY OTHERS. The Lessee may permit the use of the Premises by individuals and associations for such educational, recreational, social, civic, philanthropic and like purposes as it deems to be in the best interest of the community and Lessee, pursuant to G.L. c. 71, § 71, provided that (a) in permitting such use, the Lessee shall adhere to the standards as set forth in the Lessee's School Committee Policy F6001, Public Use of School Buildings & Grounds, and (b) the Lessee shall give priority to requests for use of the Premises by the Lessor for purposes of holding town meetings and related events.

14. GENERAL.

A. ASSIGNMENT. This Lease is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign, mortgage, pledge, hypothecate or otherwise transfer its rights or delegate its obligations under this Lease, nor shall the Lessee sublet the whole or any part of the Premises, without the express, prior, written permission of the other party.

B. AMENDMENT. This Lease may be amended from time to time by a writing signed by the Lessor and the Lessee in accordance with Section III(B) of the Agreement, and may not otherwise be amended, modified, extended, renewed, changed or discharged, in whole or in part.

C. NOTICES. Any notice from the Lessor to the Lessee relating to this Lease shall be duly served if mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the Lessee as follows:

Superintendent of Schools
Hamilton-Wenham Regional School District
5 School Street
Wenham, MA 01984

or to such other address as the Lessee may by written notice indicate. Any notice from the Lessee to the Lessor relating to this Lease shall be deemed duly served only if mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the Lessor as follows:

Hamilton Town Manager
Town Hall
P.O. Box 429
577 Bay Road
Hamilton, Massachusetts 01936

or to such other address as the Lessor may by written notice indicate.

D. INTEGRATION. This Lease and the Agreement are the only agreements between the parties concerning the subject matter hereof and supersede all other agreements, written or oral, between the Lessor and the Lessee relating to the subject matter hereof.

E. CONSTRUCTION. In construing the terms of this Lease, the rule of contractual interpretation that any ambiguity shall be construed against the draftsman shall not apply.

F. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which when executed and delivered will be an original and all of which will constitute but one and the same Lease.

G. WAIVER. No delay or omission by either party in exercising any right under this Lease will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

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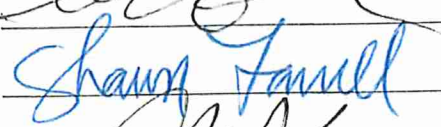
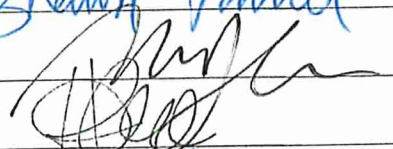
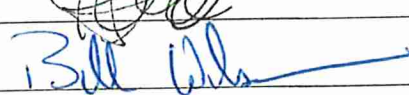
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the

first date set forth above.

TOWN OF HAMILTON

BY AND THROUGH ITS

BOARD OF SELECTMEN

 _____, Chair
 _____
 _____
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HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

BY AND THROUGH ITS

REGIONAL DISTRICT SCHOOL COMMITTEE

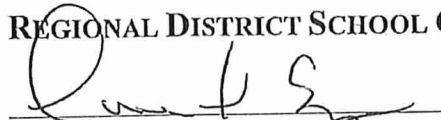
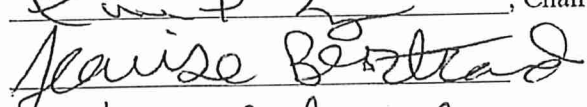
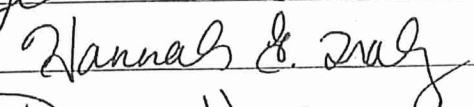
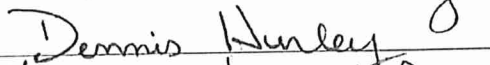
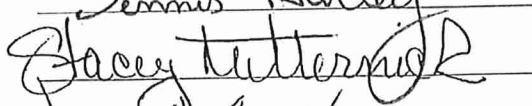
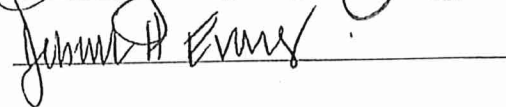
 _____, Chair
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EXHIBIT "A"
DESCRIPTION OF PREMISES

- I. Two certain parcels of land situated in Hamilton, Massachusetts, together comprising the site of the present Cutler School, and being the following:

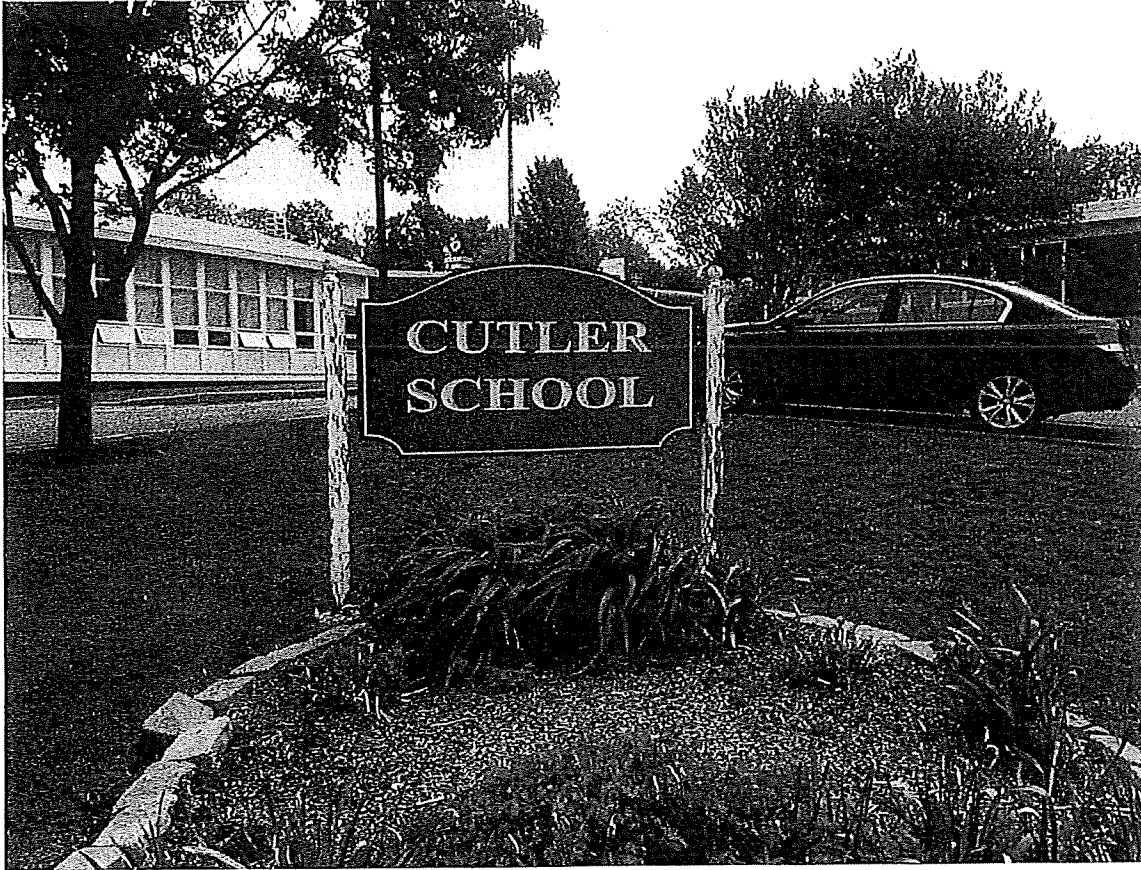
PARCEL ONE: A certain parcel of land situated on the easterly side of Asbury Street, being approximately shown as the parcel marked "McKean" on a Plan of Land for New Elementary School Site in the Town of Hamilton, Mass. dated February 23, 1951, by Anderson-Nichols & Company, Engineers, which Plan is recorded with Essex South District Deeds, Plan Book 81, Plan 76; being the same parcel conveyed to the Lessor by deed of Katherine Winthrop McKean dated May 21, 1951 and recorded with said Deeds, Book 3820, Page 478.

PARCEL TWO: A certain parcel of land situated on the easterly side of Asbury Street, being approximately shown on the aforementioned plan as the parcel marked "Mann"; being the same premises taken in fee by the Lessor by Order of Taking dated May 7, 1951 and recorded with said Deeds, Book 3820, Page 480, and subsequently conveyed to the Lessor by deed of John R. Mann and Anna L. Mann dated August 15, 1951 and recorded with said Deeds, Book 3843, Page 531.

- II. The buildings erected or to be erected thereon, together with any improvements or additions which may from time to time be made to those buildings.
- III. All fixtures, appurtenances and furniture of any kind and nature whatsoever, used or procured for use or in connection with the operation and maintenance of the buildings on said land, provided that all articles of personal property and all fixtures, appurtenances, machinery, equipment and furniture owned or installed by the Lessee, and any so-called portable or modular classroom units purchased and installed by the Lessee, shall remain the property of the Lessee.

EXHIBIT "B"
LOCATION AND SIZE OF SIGNS

Current Signage Location and Picture:



Current Signage Specifications:

Height – 7' 0"

Width – 6' 3"

Thickness – 0' 4"

EXHIBIT B

MSBA Initial Compliance Certification

Massachusetts School Building Authority

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Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

INITIAL COMPLIANCE CERTIFICATION Hamilton-Wenham Regional School District Cutler Elementary School MSBA Project Number: 202106750015

This Initial Compliance Certification ("ICC") must be completed by all Eligible Applicants who have submitted a Statement of Interest to the Massachusetts School Building Authority (the "Authority") and have been invited into the Eligibility Period. The Authority will not consider a District to be eligible for a school building repair, renovation or construction grant until after the District has properly submitted an ICC in the form and manner prescribed by the Authority. Each District shall exercise due diligence in ascertaining and certifying the truth, completeness and accuracy of each of following statements, acknowledgements, certifications, agreements and representations. The Eligible Applicant shall also have a continuing duty throughout the Eligibility Period, a Feasibility Study, and all phases of a Proposed Project or Approved Project to inform the Authority in writing when it becomes aware of information that impairs the truth, completeness or accuracy of any of the following statements, acknowledgements, agreements or representations. The Authority's reference to certain of its regulations, policies, procedures, guidelines and standards in this ICC shall not be construed in any way as a waiver of any of its other regulations, policies, procedures, guidelines, or standards and the Authority's reference to a portion of a regulation, policy, procedure, guideline, or standard, or paraphrasing thereof, shall not be construed as a waiver of the remainder.

Unless otherwise specified, all capitalized terms shall have the meanings ascribed to such terms in M.G.L. c. 70B or 963 CMR 2.00 et seq.

1. The Hamilton-Wenham Regional School District ("District") hereby certifies that it shall remain in compliance with, the provisions of M.G.L. c. 70B, Chapter 208 of the Acts of 2004, 963 CMR 2.00 et seq., and all other applicable statutes, rules, policies, procedures, guidelines and standards of the Authority.
2. The District hereby certifies and represents that all meetings of all public bodies in the District that relate in any way to the Proposed Project including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 et seq., and all other applicable law.
3. The District hereby acknowledges and agrees that the school building renovation and construction grant program established by M.G.L. c. 70B is a discretionary program based on need, as determined by the Authority. The District hereby further acknowledges and agrees that it shall have no entitlement to receive approval or funding

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for a Proposed Project or for any other purpose except at the sole discretion of the Authority.

4. The District hereby agrees to work in collaboration with the Authority in all phases of the process, including at least: (a) identifying perceived deficiencies with school buildings, (b) validating those deficiencies, (c) identifying educationally and financially sound solutions to validated deficiencies, (d) agreeing on a project scope and budget, (e) implementing a solution as agreed upon, and (f) the final project audit and close-out. The District hereby further acknowledges and agrees that, to remain eligible for project approval and potential funding from the Authority, the District must work collaboratively and in cooperation with the Authority through all phases of the Authority's process including, at a minimum, the phases described above, to the satisfaction of the Authority.
5. The District hereby acknowledges and agrees that in order to qualify for any funding from the Authority, the District must comply with M.G.L. c. 70B and 963 CMR 2.00 *et seq.* which require the Authority's collaboration and approval at each step of the school facility grant approval process and further acknowledges and agrees that any actions taken, costs incurred or agreements entered into for the repair, renovation or construction of school facilities without the explicit prior written approval of the Authority shall not be eligible for grant funding.
6. The District hereby certifies, and can demonstrate, that it has expended at least the minimum amount of the District's calculated foundation budget amounts for the purposes of foundation utility and ordinary maintenance expenses and extraordinary maintenance allotment as defined in M.G.L. c. 70, and as required by the provisions of M.G.L. c. 70B, § 8, 963 CMR 2.10(2)(c) & 2.17, and hereby further acknowledges and agrees that the Authority may not approve any project for any school district that fails to meet such minimum maintenance expenditure requirements.
7. The District hereby certifies that the perceived deficiencies, as set forth in the Statement of Interest submitted to the Authority for this Proposed Project, in whole or in part, are not a result of negligence by the District; are not under warranty with material suppliers or installers; are not the subject of, nor could be the subject of, ongoing litigation by the District or, if so, the District has notified the Authority in writing of such ongoing or potential litigation and has provided and will continue to provide the Authority with information about such ongoing or potential litigation to the satisfaction of the Authority in its sole discretion; are not a result of inadequate routine or capital maintenance by the District; are not covered by available insurance proceeds.
8. The District hereby certifies that, if invited to collaborate with the Authority to conduct a Feasibility Study, it will study and consider all available options for remedying the

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deficiencies asserted in the Statement of Interest, including, to the extent applicable, regionalization or tuition agreements with adjacent school districts, district assignment policies within the school district, rental or acquisition and any necessary rehabilitation or usage modification of any existing building which could be made available for school use.

9. The District hereby acknowledges and agrees that, before the Authority can grant final approval of a Project, the District must vote to authorize and appropriate the full amount of funding for the Proposed Project that is necessary to meet the total project budget as agreed to by the Authority and as described in 963 CMR 2.10 (10)(c) and shall use any standard formats and language established or developed by the Authority to draft warrant articles, motions, orders, votes, and ballot questions related to the funding for the Proposed or Approved Project. The District shall submit its draft language for warrant articles, motions, orders, votes, and ballot questions to Authority for its review prior to its publication or use.
10. The District hereby acknowledges and agrees that, in connection with a Proposed Project or an Approved Project, it shall use any standard forms; standard formats for local votes and approvals; standard contract documents; and any standard contract language and clauses that may be established or developed by the Authority, and as may be amended by the Authority from time to time.
11. The District hereby acknowledges and agrees that it shall submit to the Authority, and shall comply with the terms of, any certifications, statements, forms, affidavits, and agreements that the Authority may require for a Proposed or Approved Project and that any such certifications, statements, forms, affidavits, and agreements shall be completed, duly executed and submitted in a form and manner prescribed by or otherwise acceptable to the Authority.
12. The District hereby acknowledges and agrees that no Total Facilities Grant, or any portion thereof, shall be disbursed by the Authority for a Proposed Project or an Approved Project until after a Feasibility Study Agreement, where required by the Authority, and a Project Funding Agreement, have been executed by duly authorized representatives of both the District and the Authority.
13. The District hereby certifies that it has provided or will provide the Authority with all Audit Materials requested by the Authority in connection with any Assisted Facility including, but not limited to, Prior Grant Projects, Waiting List Projects, and any other school building projects for which the District has received or will receive funding from the Authority or the Commonwealth. The District hereby further acknowledges and agrees that it shall continue to cooperate with the Authority and provide any additional

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documentation or information that may be requested by the Authority in connection with any Assisted Facility.

14. The District hereby certifies that the school building for which it has submitted a Statement of Interest is not a school building that has been the site of an approved school project pursuant to G.L. c. 70B or chapter 645 of the Acts of 1948 within the ten (10) years prior to the Proposed Project's application date, or, in the alternative, that the Proposed Project would be unrelated to such previously approved project in the same school building. The District acknowledges and agrees that only the Authority, in its sole discretion, can make the determination as to whether a Proposed Project is to be deemed unrelated to a previously approved project in the same school building. Any such determination shall be made in writing by the Authority prior to the execution of this ICC.
15. The District hereby certifies that prior to submitting any part of its Application to the Authority, it has not sold, leased, or otherwise removed from service any schoolhouse operated by the District, or portion thereof, within the last ten (10) years, or that, if it has done so, the Authority has determined in writing, pursuant to M.G.L. c. 70B, § 15(c): (1) that the grant sought by the District is not for the purpose of replacing such schoolhouse, or (2) that the need for the Proposed Project could not have been reasonably anticipated at the time that such schoolhouse was sold, leased, or otherwise removed from service. Further, the District acknowledges and agrees that only the Authority, in its sole discretion, can make the determination as to whether a Proposed or Approved Project replaces a schoolhouse that was sold, leased or otherwise removed from service and whether the need for the Proposed Project could not have been reasonably anticipated at that time. Any such determination shall be made in writing by the Authority prior to the execution of this ICC.
16. The District hereby acknowledges and agrees that, if it sells, leases, or otherwise removes from service an Assisted Facility, or portion thereof, that the Authority may stop making grant payments associated with the Assisted Facility, may recapture the financial assistance that the Assisted Facility has received from the Authority or the Commonwealth, and may decline to approve any future grants for the District.
17. The District hereby acknowledges and agrees that, as part of a Feasibility Study where a new school option is among the options that may be studied, the District shall study potential sites for the Proposed Project and hereby acknowledges and agrees that it shall base its site selection for a Proposed or Approved Project on, among other things, cost and environmental factors, including an awareness of soil conditions and their probable effect on foundation and site development costs, transportation effects, dislocation of site occupants and relationship to other community facilities. The District further

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acknowledges and agrees that if the Authority were to approve a project for the District, (a) the Authority will not pay for any costs associated with acquiring the site or remediating the site, and (b) the District shall comply with the Authority's specifications and requirements for the site, including, but not limited to, any applicable site cost regulations, policies, guidelines and standards, and any cap on site costs that the Authority may establish from time to time.

18. The District hereby acknowledges and agrees that throughout the planning and construction of an Approved Project, if such final approval is received from the Authority, the District shall follow procedures and practices satisfactory to the Authority such as will assure maximum attention to the operating and capital cost effects of program and design decisions, materials and systems selections.
19. The District hereby certifies that it is current on any payments that it may owe to the Authority and does not have any outstanding amounts past due to the Authority.
20. The District hereby certifies that it is unaware of any lawsuit filed in a court of law against the Authority to which the District is a party and further certifies that it is unaware of any other lawsuit filed in a court of law against either the Authority or the District in relation to the District's Statement of Interest, Proposed Project, or Approved Project.
21. The District hereby certifies that it has specifically read the provisions of 963 CMR 2:03 (2)(a)-(q) and certifies that it has met or will meet each of the requirements described therein and further acknowledges and agrees that the District's failure to comply with each requirement, as determined by the Authority, may be grounds for, among other things, denial of a Total Facilities Grant, rescission of a Total Facilities Grant already issued, or the suspension, termination, or recoupment of reimbursement payments made by the Authority to the District.
22. The District hereby certifies that it has a school specific Multi-Hazard Evacuation Plan for each school under the superintendent's supervision and is in compliance with Section 363 of Chapter 159 of the Acts of 2000.
23. The District hereby acknowledges and agrees that if the District and the Authority execute a Feasibility Study Agreement or Project Funding Agreement, the District shall promptly develop, implement and actively pursue a fraud, waste and abuse detection and prevention program in connection with any Proposed Project or Approved Project and develop written procedures to detect and prevent fraud, waste and abuse.

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24. The District hereby certifies that the Eligible Applicant or its designee who will be in charge of the procurement for the Proposed or Approved Project is, or will be prior to the procurement of any services for the Proposed Project, duly certified as a Massachusetts Certified Public Purchasing Official ("MCPPO") for design and construction contracting in the MCPPO Program administered by the Inspector General of the Commonwealth of Massachusetts.
25. The District hereby acknowledges and agrees that any Approved Project for the construction of a new facility, or for the addition to or renovation of an existing school facility, for which the District is seeking partial funding from the Authority shall have an anticipated useful life of fifty (50) years as a public school in the District as required by 963 CMR 2.03 (2)(b).
26. The District hereby certifies that it has read and understands the provisions of 963 CMR 2.19 and acknowledges and agrees that if the Authority determines that any false or intentionally misleading information or documentation has been provided to the Authority by or on behalf of the District, either in relation to this Initial Compliance Certification or in support of any effort to influence any action by the Authority, or if the District or its agents do any other act affecting the integrity of the Authority's Program, the Authority may suspend or revoke any and all grant payments approved for the District; may recover any previous payments made to the District; and may prohibit the District from receiving a Total Facilities Grant for a period of time to be determined by the Authority.
27. The District hereby acknowledges and agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Project by the District and that the Authority shall have full and complete access to all information and documentation relating to the Project to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The District agrees to execute, deliver and/or

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Executive Director / Deputy CEO

communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Project.

28. The District hereby acknowledges and agrees that, if the District wishes to utilize an existing District employee as its Owner's Project Manager pursuant to M.G.L. c. 149, § 44A½, the employee shall meet the minimum requirements established by law and any additional requirements that may be established by the Authority. The District further acknowledges and agrees that it shall complete the application form and certification developed by the Authority before the Authority will consider or approve the use of an existing District employee as an Owner's Project Manager.
29. The District acknowledges and agrees that it shall be solely responsible for the timely and effective communication and distribution of all public information about the Proposed Project to the local community including, but not limited to, elected and appointed officials, boards, committees, commissions, agencies, departments, voters, community and neighborhood organizations, advocacy groups, the media, and the general public. The District shall be solely responsible for the timely identification of, and outreach to, all individuals and entities that may have an interest in the Project or that may be affected by the Project and shall be solely responsible for responding to inquiries about local procedures, financing, budgets, site selection, educational programs, historic preservation issues, voter information, and other project-related information to which the District has access in a timely and effective manner. The District further acknowledges and agrees that the Authority shall not bear any responsibility for developing or maintaining community support for the Proposed Project which shall be the sole responsibility of the District.
30. The District acknowledges and agrees that it shall duly appropriate and authorize the full amount of the funding for a Feasibility Study within the timeframe prescribed by the Authority following the vote of the Authority's Board to invite the District into the Eligibility Period. The District shall not be eligible for an invitation into Feasibility Study unless and until local funding for the Feasibility Study has been secured.
31. The District acknowledges and agrees that it shall complete, to the Authority's satisfaction, all applicable Eligibility Period prerequisites established by the Authority before the Board of the Authority will invite the District to collaborate with the Authority on a Feasibility Study and the Authority will execute a Feasibility Study Agreement including, but not limited to, the submission of a School Building Committee

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

membership form to the Authority for acceptance; enrollment information through the Authority's online Enrollment Projection tool; an Educational Profile Questionnaire; a summary of the District's existing maintenance practices; a duly executed Design Enrollment Certification for the Proposed Project; a certified copy of the vote authorizing the District to enter into and be bound by terms of the Feasibility Study Agreement, where applicable; certified copies of all local funding votes to authorize and appropriate funding for the Feasibility Study for the Proposed Project, all in the form and manner required by the Authority.

32. The District acknowledges and agrees that it shall complete, to the Authority's satisfaction, all prerequisites established by the Authority before the Board of the Authority will approve a Proposed Project and authorize the Authority to execute a Project Scope and Budget Agreement and/or Project Funding Agreement with the District, including, but not limited to, the submission of a detailed breakdown of total project budget; a detailed project scope description; a duly executed Reimbursement Rate Certification; a project schedule through completion; an estimated project cash flow through completion; project site information; a furnishings, fixtures, and equipment list; a certified copy of the vote authorizing the District to enter into and be bound by terms of Project Scope and Budget Agreement and/or Project Funding Agreement, where applicable; certified copies of all local funding votes to authorize and appropriate funding for the Proposed Project; no-action letters from Regional School District member communities, where applicable, all in the form and manner required by the Authority.
33. The District acknowledges and agrees that, a Project Scope and Budget Agreement for a Proposed Project, which arises out of the provisions of an executed Feasibility Study Agreement, will not be approved by the Authority's Board until, on, or after the specific date which shall be set forth in the Feasibility Study Agreement.
34. The District acknowledges and agrees that it shall duly execute a Reimbursement Rate Certification which shall be attached to the Project Scope and Budget Agreement ("PSBA") and Project Funding Agreement ("PFA") before either of them, if any, is executed by the Authority. The District further acknowledges and agrees that the Reimbursement Rate Certification attached to the PSBA and PFA, if any, includes any incentive reimbursement points that may be approved by the Authority's Board for an Approved Project and that such incentive reimbursement points are awarded provisionally and must be earned by the District in accordance with the Authority's requirements. In the event that a District fails to meet the Authority's requirements for earning incentive points that have been provisionally awarded by the Authority's Board, the District acknowledges and agrees that the Authority shall adjust the reimbursement rate and Total Facilities Grant accordingly.

Massachusetts School Building Authority

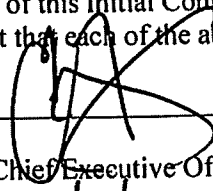
Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

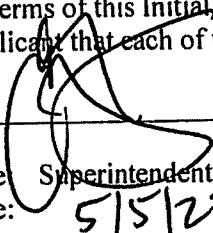
John K. McCarthy
Executive Director / Deputy CEO

35. The District specifically agrees to the provisions of M.G.L. c. 70B, § 9(a)
36. The District acknowledges and agrees that it shall be subject to the Authority's regulations, policies, procedures, standards and guidelines throughout the Proposed or Approved Project, as they may be amended from time to time.
37. The District certifies that it has exercised due diligence in ascertaining and certifying the truth, completeness, and accuracy of each of the statements, acknowledgements, certifications, agreements and representations contained in this Initial Compliance Certification
38. The District hereby acknowledges and agrees that the Authority reserves the right to modify and supplement the Initial Compliance Certification form at any time and may require the District to complete a revised Initial Compliance Certification.

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By: 
Title: Chief Executive Officer
Date: 5/5/22

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By: 
Title: Superintendent of Schools
Date: 5/5/22

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

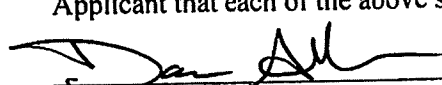
By: 
Title: Chair of the School Committee
Date: 5/5/22

EXHIBIT C

Town Meeting Vote



WARRANT

For

Special Town Meeting

Monday, June 9, 2025
6:30 p.m.

Hamilton-Wenham Regional High School Gymnasium
775 Bay Road, Hamilton
(Please us the Miles River Middle School entrance)

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

WARRANT ARTICLE	DESCRIPTION	PAGE No.
2025/6 1	HWRSD Consolidated Elementary School	4
2025/6 2	Extension of Lease Cutler School	5



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 Monday, the 9th day of June, in the year Two Thousand Twenty-five (June 9, 2025) at 6:30 o'clock in the evening (6:30 p.m.), then and there to act on the following articles.

ARTICLE 2025/6 1

*HWRSR Consolidated
Elementary School
Project*

To see if the Town will approve the \$142,266,034 borrowing authorized by the Hamilton-Wenham Regional School District, for the purpose of paying costs for designing, constructing, and equipping a new Cutler Elementary School at 237 Asbury Street, Hamilton, MA, including the payment of all costs incidental or related thereto (the "Project"), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended at the direction of the Hamilton-Wenham School Building Committee. The MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District and its member municipalities. Any grant that the District may receive from the MSBA for the Project shall not exceed the lesser of (1) fifty-one point twenty-eight percent (51.28%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA, or take any action thereon or relative thereto.

A 2/3 vote is required to approve this article.

***Brief Summary:** This article seeks to approve a borrowing authorized by the Hamilton-Wenham Regional School District for the new Cutler Elementary School project. The Hamilton Finance and Advisory Committee is expected to make a presentation about the potential tax impacts of this question on the floor of Town Meeting. The article above states that the MSBA is projected to cover 51.28% of allowable project costs that would be equal to 35% of total project costs.*

***Fiscal Year 2026 Tax Rate Impact:** If approved and also approved at Town Meeting in Wenham, the costs of the new school would be added to future*

	<p><i>years tax bills as a debt-exclusion, which bot Towns approved at the _____, 2025 election, and would be in addition to taxes authorized for the annual operating budgets.</i></p> <p><i>The Select Board (3-1) recommends favorable action. The Finance and Advisory Committee (4-0) recommends favorable action. The HWRSD Committee voted (5-1) to authorize the borrowing for this project.</i></p>
<p>ARTICLE 2025/6 2</p> <p><i>Extension of Lease Cutler School</i></p>	<p>To see if the Town will vote to authorize the Select Board to extend a lease with the Hamilton-Wenham Regional School District for the Cutler Elementary School, located at 237 Asbury Street, Hamilton, MA, and identified on Assessor's Map 47, Lot 150, for an additional term of 50 years on such terms and conditions as the Select Board deems to be in the best interests of the Town, and further, to authorize the Select Board to execute any and all documents to carry out the purposes of this article, or take any action thereon or relative thereto.</p> <p><i>Brief Summary: This article seeks to authorize the Select Board to extend the existing lease with the Hamilton-Wenham Regional School District for the Cutler Elementary School for an additional 50 year term.</i></p> <p><i>Fiscal Year 2026 Tax Rate Impact: None.</i></p> <p><i>The Select Board (3-0-1) recommends favorable action. The Finance and Advisory Committee (4-0) recommends favorable action.</i></p>

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

975968/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

_____ day, June __, 2025

SPECIAL TOWN MEETING

*Hamilton-Wenham Regional High School
Auditorium*

____:00 __.m.

Commented [TM1]: The date will need to inserted.

DEMOCRACY IS NOT A SPECTATOR SPORT

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

975968/HAML/0001



The Leader in Public Sector Law

T: 617.556.0007 F: 617.654.1735
101 Arch Street, 12th Floor, Boston, MA 02110

TO: Hamilton Town Manager Joseph J. Domelowicz, Jr. (*By Electronic Mail Only*)
Wenham Town Administrator Steve Poulus (*By Electronic Mail Only*)

FROM: Lauren F. Goldberg, Esq.

CC: Thomas W. McEnaney, Esq.
Robin Stein, Esq.

RE: Matters relative to Cutler Elementary School Borrowing

DATE: April 25, 2025

Question You have asked several questions concerning the authorization by the Hamilton-Wenham Regional School District (“HWRSD”) School Committee (“School Committee”) authorization of debt for the construction of a new Cutler Elementary School, as follows:

- (1) What is the process for amending the HWRSD Agreement (“Agreement”), and, if an amendment is possible, what is the effective date of a properly authorized amendment?
- (2) Do the Select Boards of the Towns of Hamilton and Wenham have discretion to put the debt authorization back before a special town meeting, and is there a specific time frame for that action? How does the fact that the towns have both approved Proposition 2 ½ debt exclusions impact this issue?
- (3) What is the process for a so-called “citizen petition” to place the debt authorization article on a special town meeting warrant?
- (4) Do the provisions of G.L. c.71, §14D apply to the HWRSD, thereby allowing the School Committee to call for a district-wide election, and, if so, what is the process for holding a district-wide election?

Short Answer In my opinion, it is possible to amend the Agreement, and to have such amendment apply to a subsequent vote taken at the same meeting. In my further opinion, the Select Boards of the Towns of Hamilton and Wenham may, at their sole discretion, chose to again bring the relevant matters to a special town meeting. Such articles could similarly be brought before each town meeting by petition. Finally, the provisions of G.L. c.71, §14D provide that a regional school district may, regardless of the process for authorizing debt set forth in a regional school district agreement, call for a district-wide special election, meaning, in short, that such option would “supersede” any contrary provision of a regional agreement. I have analyzed each of these matters, below.

Detailed Analysis

1. Amendment of the HWRSD Agreement

Section VI of the Agreement provides two mechanisms for its amendment. The first is majority vote of all of the members of the School Committee. The other option is a petition signed by at least 10% of all the voters of either of the Member Towns. Here, therefore, if the School Committee were to initiate an amendment, the Agreement establishes the following process:

1. HWRSD Secretary mails notice to the Select Boards of each Member Town of the proposed amendment;
2. Select Boards of the Member Towns “shall” include in the warrant for the next annual or special town meeting an article presenting the proposed amendment; and
3. The amendment must be approved by each town meeting by majority vote.

Although not addressed in the Agreement, pursuant to applicable DESE regulations, the amendment must also be approved by the Commissioner once it has been approved by the member towns.

Approval of the Commissioner of DESE. Due to the requirement that the Commissioner approve the amendment, I consulted with DESE about the effective date. They suggested that while it may be a “best practice” to wait until an amendment is approved by the Commissioner to take action pursuant thereto, they did not see any legal prohibition to taking such action. They suggested, therefore, that any vote to amend the Agreement contain that condition, and, further, that a subsequent town meeting vote to approve the School Committee’s authorization of debt also contain that condition.

2. Further Consideration by Hamilton and Wenham Town Meetings of Debt Authorization

In my opinion, there is nothing in state law or in the Agreement that would prohibit further consideration of the debt authorization by the Member Towns. The question of whether to call for a special town meeting and include on the warrant for such meeting the debt authorization article falls solely within the discretion of the Select Boards of each town, except as set forth below in Section 3.

Control over Warrant (in absence of Citizen Petition). General Laws c.39, §10 establishes that the Select Board has complete discretion as to whether and when to call for a special town meeting, and as to what articles to include on that warrant. There is nothing in the Agreement that limits consideration of debt authorization to a single occurrence, or that appears otherwise in G.L. c.71.

Quantum of Vote. If the Agreement is not amended, and the respective Select Boards decide to call for a special town meeting for such purposes, the 2/3 requirement for approval of debt authorized by the School Committee, as set forth in Section VI of the Agreement, would apply. If the Agreement is first amended under a preceding article to eliminate the 2/3 requirement,

however, in my opinion, approval of the debt would require a majority vote in accordance with the applicable provisions of G.L. c.71, §16(d). As noted above, if this is route chosen by the Select Boards, then DESE recommends that a condition be included that the approval include a condition that the amendment is approved by the Commissioner of DESE.

Proposition 2 ½ Debt Exclusion Language. As both Towns have approved debt exclusions for the project at their respective Annual Town Elections, in my opinion, an article approving the debt authorized by the School Committee need not include the Proposition 2 ½ debt exclusion language. Proposition 2 ½, and specifically G.L. c.59, §21C(k) and (m), do not require that the debt authorization by town meeting, and the debt exclusion approval at a town election, occur in any specific sequence. Therefore, where the Towns have already approved debt exclusions, subsequent approvals of the debt authorizations will mean that the monies needed to repay the principal and interest on the loan would be allowed to be raised outside the tax levy during the life of the loan.

3. Citizen Petition

General Laws c.39, §10 allows a select board's authority over the warrant to be overridden only in particular circumstances. Ten registered voters can petition for an article to appear on an annual town meeting warrant. One-hundred registered voters can petition for an article to appear on a special town meeting warrant. Finally, 200 registered voters can petition for a special town meeting to be held, and for an article to appear on the warrant at that special town meeting. The law requires that the special election be held within 45 days of the filing of the petition.

Here, therefore, if the Select Boards of each Member Town were to receive a petition for a special town meeting signed by not less than 200 registered voters, this would trigger the requirement that a special town meeting be called. Note that once the petition was received, any citizens petition containing the requisite number of voters would need to be included on the warrant (so, therefore, if a petition had been filed with signatures of 100 registered voters, that article would also need to be added to the special town meeting warrant). Finally, the select board in each town would have the option of adding to the warrant any other articles of their choice.

4. Applicability of G.L. c.71, §14D

General Laws c.71, §16D. General Laws c.71, §16 contains two options to authorize regional school district debt. The first provides that upon receipt of notice from the district of the district committee's authorization of debt, a member town may, within 60 days, hold a meeting to approve or reject the debt authorization. If the member town does not act at all, the debt is approved. Currently, Section VI of the Agreement makes this option inapplicable to the Town, instead requiring that any regional school district debt be authorized by a 2/3 vote of town meeting in each of the Member Towns.

General Laws c.71, §16(n). The provisions of G.L. c.71, §16(n), in contrast, provide for what is known as a “district-wide election”. Such an election is called for and paid for by the regional school district. It involves having an election in all the member towns on the same date and during the same polling hours. If this option is used, town meeting approval of the debt is simply not required. Under such circumstances, as with the vast majority of all elections, approval is by majority vote. As in the HWRSD, this option was not included in all regional school district agreements.

General Laws c.71, §14D. However, several years ago the General Court amended G.L. c.71, §14D to ensure that this mechanism is available to all districts regardless of any provisions in a regional school district agreement to the contrary. Under this provision, the district bears the entire cost of the election. Further, rather than the select board of any member town, the district, following consultation with the towns, issues a warrant that includes date of the election, the polling places to be used, and the hours that the polls will be open. The polling hours must be consistent throughout the district, and the polls must be not less than 4 and not more than 8 consecutive hours. At least 10 days prior to the date of the election, notice must be posted in each member municipality and be published in a newspaper of general circulation in the district.

No Early Voting at a District-Wide Election. Be aware that there is another important distinction between a local or state election, and a regional school district district-wide election. As you are aware, early voting by mail, in accordance with G.L. c.54, §25B, is required at all local elections unless a particular town “opts out”, and early voting in person is allowable only if a municipality “opts in”. However, the statute does not apply to district-wide elections. For that reason, only absentee voting can be utilized in connection with a district-wide election. For practical purposes, this means that more persons will be likely to vote in person on the day of a district-wide election than would need to appear at another local election.

5. Summary

As is evident above, each of these questions raise complicated legal issues. I have, therefore, provided a brief analysis of each major issue. Should further analysis be needed, please let me know how I can be of further assistance.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

SUPERIOR COURT
CIVIL ACTION
NO. 2019-00059

TOWN OF YARMOUTH

vs.

DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT & another¹

**MEMORANDUM OF DECISION AND ORDER ON DEFENDANTS' MOTIONS
FOR JUDGMENT ON THE PLEADINGS**

The Town of Yarmouth (“Yarmouth”), the plaintiff, is a member of the defendant Dennis-Yarmouth Regional School District (the “district”), along with defendant Town of Dennis (“Dennis”). The district, seeking to construct a new middle school building, sought authorization to incur substantial debt by holding a district-wide election pursuant to G. L. c. 71, § 16(n). The election was certified as approving the debt by a narrow majority of the combined vote totals across the two towns. However, the measure failed to obtain a majority within Yarmouth: the overall result was driven by a substantial majority of Dennis votes. Thereafter, Yarmouth filed this action to challenge the validity of the election. Count I seeks a declaration invalidating the district-wide election as in violation of the district’s regional agreement, which required the consent of a majority vote at each town meeting through a procedure set out in G. L. c. 71, § 16(d). Count II seeks a declaration that the election failed to approve the debt under § 16(n) because that statute requires a majority of votes in each town, not a majority of the combined vote totals across the district, to approve debt. The defendants move for judgment on the pleadings, the plaintiff opposes. For the following reasons, the motion is **ALLOWED**.

¹ Town of Dennis

BACKGROUND

The towns of Dennis and Yarmouth entered into an agreement to form a regional school district and governing regional school district committee (“committee”) in 1975, under the auspices of G. L. c. 71, §§ 14-16. The regional agreement (“agreement”) executed and adopted by both towns pursuant to G. L. c. 71, §§ 14B and 15, sets out a cost-sharing formula under which debt and expenses are assessed to the member towns.² Among other provisions, Section 9 of the agreement states that

“[t]he incurring of debt, except temporary indebtedness in anticipation of revenue, by the District shall be subject to disapproval by the registered voters in the member towns pursuant to the provisions of [G. L. c. 71, § 16(d)], as it may from time to time be amended.”

Section 16(d) states that a district may incur debt for constructing a school building if the committee first submits a proposal to each member town so that they may, within sixty days, hold an optional “town meeting for the purpose of expressing disapproval of the [debt] authorized by the district committee.” The debt is authorized under § 16(d) unless “a majority of voters present and voting [at that meeting] express disapproval.” If such a majority is recorded, then “the debt shall not be incurred” by the district, and a new proposal must be submitted. *Id.*

In 2016, the district used the town meeting-based procedure set out in § 16(d) to approve a \$500,000 expenditure to conduct a feasibility study as to the Mattacheese Middle School building located in Yarmouth: the Yarmouth town meeting vote did not yield a majority in favor of disapproval, thereby approving the debt.³ The feasibility study concluded that a new unified middle school building should be constructed to replace Mattacheese and another building located in Dennis, the Wixon Innovation School. The committee moved forward with plans to

² This agreement has been amended over the years, most recently in 2013.

³ The parties dispute whether the use of this § 16(d) procedure has always been “the custom and practice” of the member towns when approving district capital projects. The dispute is not material to this court’s analysis.

construct the new school building at a total cost of approximately \$117 million, with approximately \$73 million assessed to the member towns in accordance with the formula set out in the agreement, and approximately \$44 million reimbursed by the Massachusetts School Building Authority ("MSBA"). In July 2018, the committee voted by a two-thirds supermajority to use a different procedure than § 16(d) to seek approval of the \$73 million debt. The committee voted to submit the debt question directly to the voters of the entire district through a special election under G. L. c. 71, § 16(n). Section 16(n) permits the district to incur debt for school building construction if the committee's vote to do so is "approved by a majority of the registered voters in the member towns voting on the question at an election called and held pursuant to" specified provisions.

A district-wide election was held on December 4, 2018. The combined vote totals certified by the respective town clerks were 2,863 in favor of the project, and 2,831 opposed. On this basis, the election was declared to have approved the expenditure, and the district went forward with the process of securing the MSBA grant funding. However, sentiment in the member towns differed: while Dennis voters approved the project by 1361 to 879, Yarmouth voters opposed the project by 1957 to 1500. After Board of Selectmen meetings in January 2019, Yarmouth filed this action to challenge the district's conclusion that the debt had been properly approved by the district-wide election, arguing that the committee either misinterpreted the proper vote tallying method under § 16(n), or was required by the agreement to give each town the opportunity to put the issue to separate town meetings for disapproval under § 16(d).

The matter is before this court on the defendants' motions for judgment on the pleadings under Mass. R. Civ. P. 12(c). Yarmouth opposes, and filed motions to strike certain documents attached to the defendants' motions (Papers 7.4 and 8.4), as well as to strike the entirety of the

motions for failure to comply with Superior Court Rules 9A and 9C (Papers 7.3 and 8.2). However, at hearing, Yarmouth declined the court's invitation to make arguments regarding the motions to strike, and thus those motions are deemed waived. Accordingly, this court addresses only the substance of the defendants' motion for judgment on the pleadings, on the record as submitted.⁴

DISCUSSION

"The effect of a motion for judgment on the pleadings is 'to challenge the legal sufficiency of the complaint.'" *Minaya v. Mass. Credit Union Share Ins. Corp.*, 392 Mass. 904, 905 (1984), citing *Burlington v. District Attorney for the N. Dist.*, 381 Mass. 717, 717-718 (1980). Thus, "[a] defendant's [Mass. R. Civ. P.] 12(c) motion is actually a motion to dismiss that argues that the complaint fails to state a claim upon which relief can be granted. In deciding a rule 12(c) motion, all facts pleaded by the nonmoving party must be accepted as true." *Jarosz v. Palmer*, 436 Mass. 526, 529-530 (2002) (internal citations and quotations omitted). In addition to the complaint, the court may take into account "items appearing in the record of the case, . . . exhibits attached to the complaint," and documents attached to the defendants' answer when deciding Rule 12(c) motions. See *Schaer v. Brandeis University*, 432 Mass. 474, 477 (2000); Mass. R. Civ. P. 10(c) ("A copy of any written instrument which is an exhibit to a pleading is a part thereof for all purposes.").

A. Count I

Count I seeks a declaration that the certified election result is invalid because Section 9 of the agreement requires debt to be approved using the § 16(d) town meeting-based procedure. The defendants argue that this claim fails as a matter of law, because the district was statutorily

⁴ Although the plaintiff waived its challenge to the defendants' motion exhibits, this court notes that its analysis does not turn on any of the substantive exhibits offered by either defendant.

authorized to use the § 16(n) procedure despite the agreement's debt approval provision.

Specifically, the defendants rely on G. L. c. 71, § 14D, which states that any regional school district agreement

“may provide that the incurring of indebtedness by the district shall be approved by the registered voters in the member towns pursuant to the provisions of [§ 16(n)]. In any district for which the agreement does not so provide, the incurring of indebtedness shall be subject to disapproval by any member town pursuant to the provisions of [§ 16(d)]. Notwithstanding the provisions of this section, the regional district school committee may, by vote of two-thirds of all its members, require that the approval of any particular authorized issue of indebtedness shall be by the registered voters of the member towns of the district pursuant to the provisions of [§ 16(n)] rather than pursuant to the provisions of [§ 16(d)].” As amended by St. 2016, c. 218, § 179.

The defendants interpret the last sentence of § 14D, beginning “[n]otwithstanding the provisions of this section,” to preserve a district's option to use the § 16(n) procedure regardless of the specific debt approval provisions in its regional agreement. The defendants acknowledge that there is no published case law endorsing this interpretation of § 14D, but assert that it reflects long-standing consensus in the practice area. See N.J. Company, M.A. McNulty, M.R. Tobin, & P.L. Tobin, *Massachusetts Municipal Law* §8.1.3(c) (2nd ed. 2015) (characterizing §§ 16(d) and 16(n) as “alternative processes” and concluding that “[r]egardless . . . of the contents of the regional agreement, a district may, ‘by vote of two-thirds of all its members,’ require that approval of a particular item of indebtedness be submitted to the registered voters of the member towns, pursuant to . . . § 16(n), rather than through the approval process detailed by . . . § 16(d).”) (emphasis added).

Yarmouth opposes,⁵ arguing that the text of § 14D only sets out a statutory right to select § 16(n) when a regional agreement is silent on the method of debt approval, and does not address

⁵ Yarmouth does not formally cross-move for judgment on the pleadings. In its opposition memoranda, Yarmouth argued that judgment would be premature where there are triable issues of fact material to the interpretation of § 14D, including “(1) issues of fact concerning relevant legislative history and that legislative history's role in resolving the parties' competing and disputed interpretations of the aforementioned statutes; (2) disputes over the

a circumstance where the agreement expressly selects § 16(d). Further, Yarmouth asserts, the meaning of the § 14D “[n]otwithstanding” clause is irrelevant to this case because the statute does not apply retrospectively to agreements, like the one at issue here, which predate the 1995 amendment adopting that clause. For these reasons, Yarmouth argues that the district was required to use the § 16(d) procedure specified in the agreement. The court addresses each theory in turn.

1. Meaning of § 14D

In the absence of controlling case law, the court is faced with a novel question of statutory interpretation: what effect, if any, does § 14D have on a regional agreement specifying debt approval through § 16(d)? “The general and familiar rule is that a statute must be interpreted according to the intent of the legislature ascertained from all of its words construed by the ordinary and approved usage of the language, considered in connection with the cause of its enactment, the mischief or imperfection to be remedied and the main object to be accomplished, to the end that the purpose of its framers may be effectuated.” *Knapp Shoes, Inc. v. Sylvania Shoe Mfg. Corp.*, 418 Mass. 737, 744-745 (1994) (internal citations omitted). “[T]he court must first turn to [the statute’s] language as the principal source of insight into legislative intent. Where the meaning of the language is plain and unambiguous, we will not look to

interpretation of the Regional Agreement; (3) disputes concerning the parties’ prior customs and practices, and their relevance to the present disputes; and (4) disputes over whether the relevant statutes, including G. L. c. 71, § 14D, are to be applied retroactively so that they effectively override and/or supersede the Regional Agreement, which was in place at the time of their adoption.” However, at hearing, Yarmouth asserted that there were no relevant facts in dispute, and that the issue before the court was a pure question of law. Moreover, Yarmouth did not advance any arguments as to the relevance of the parties’ prior practices or the nature of its claimed dispute with the legislative history of the statutes at issue, nor did it indicate what admissible evidence relating to these issues would be material to its declaratory judgment claims. See also *Plymouth County Bus Transp., Inc. v. Greater New Bedford Regional Vocational Technical High School Committee*, 11 Mass. App. Ct. 551, 559 n.15 (1981) (“It is established that post-enactment testimony of an individual legislator is inadmissible to show the Legislature’s intent in enacting a statute or the meaning of the language used therein.”). Accordingly, these arguments are waived, and Yarmouth’s remaining position is effectively an informal cross-motion for judgment on the pleadings.

extrinsic evidence of legislative intent unless a literal construction would yield an absurd or unworkable result.” *Goodwin’s Case*, 82 Mass. App. Ct. 642, 646 (2012) (internal quotations and citations omitted).

The first two sentences of the statute state that regional agreements “*may* provide that the incurring of indebtedness by the district shall be approved . . . pursuant to” § 16(n), and that “[i]n any district for which the agreement does not so provide, the incurring of indebtedness *shall* be subject to disapproval” under § 16(d). G. L. c. 71, § 14D (emphasis added). Yarmouth interprets these sentences to be limited to two situations. First, member towns are given the option to expressly include § 16(n) debt approval procedures in their agreements, and if they have done so, the remainder of § 14D is inapplicable surplusage. Second, if a regional agreement is completely silent on the issue of debt approval procedure, § 16(d) “shall” apply automatically. Yarmouth then reads the third sentence of § 14D, beginning with “notwithstanding the provisions of this section,” to apply solely to agreements which are silent on debt approval and thus are subject to automatic application of § 16(d). Yarmouth concludes that the remaining language in the third sentence, stating that the district committee “may” use § 16(n) “rather than” § 16(d), can only override the automatic application of § 16(d) for such an agreement.

This construction is strained. It results in the de facto creation of three categories of agreements: those which expressly select § 16(n), those which are silent as to debt approval, and those which expressly select § 16(d). As to the first, there is no need to set out an alternate procedure where the agreement has already expressly selected § 16(n). For the second category, there is a specific procedure empowering the district committee to implement § 16(n) for a particular issue. The third category is entirely unaddressed, and Yarmouth argues that it would

be error for this court to insert such category into the scope of the alternate § 16(n) procedure where it has been intentionally omitted. See *Doe v. Superintendent of Sch. of Worcester*, 421 Mass. 117, 128 (1995) (“If the Legislature intentionally omits language from a statute, no court can supply it.”).

Thus, Yarmouth’s reading of the statute results in substantially different positions for districts otherwise operating under identical debt approval procedures: the third category, whose agreements expressly select § 16(d), and the second category, where § 16(d) applies automatically due to the silence of the agreement. But yet § 14D makes no reference to this substantial differentiation, and, under Yarmouth’s construction, makes no provision at all for the third category. Notably, there is no textual or other evidentiary support for the proposition that the legislature intended to so exclude a subset of regional agreements. Moreover, while Yarmouth’s category-excluding interpretation falls within a possible literal meaning of the statute, it is not the only construction permitted by the plain meaning of the words of the statute’s key phrases: “does not so provide” and “[n]otwithstanding the provisions of this section.” As it is a “basic principle of statutory construction that a statute must be read as a whole,” *Commonwealth v. Adams*, 389 Mass. 265, 273 (1983), the court must consider the meaning of the key phrases within the context of the entire section.

The defendants argue that the plain meaning of the “[n]otwithstanding” clause includes all regional agreements under Chapter 71, and thus does not result in substantially different posture for various district committees. The defendants’ construction effectively requires the first two sentences to be read as specifying two all-encompassing categories of agreements: those which “do[] . . . so provide” by expressly adopting § 16(n) for some or all instances of debt approval; and those which “do[] not so provide,” including both agreements expressly adopting §

16(d) and agreements failing to set forth any debt approval procedures. Such a two-category construction is consistent with the language of the second sentence: § 16(d) “shall” apply equally to districts with agreements which expressly select it, and also to those which fail to designate a procedure. By reading the first two sentences of § 14D as setting out these two categories, all agreements, regardless of the specific debt provisions therein, are included in the “provisions of this section” and fall within the scope of the third sentence’s “[n]otwithstanding” provision. Under this construction, § 16(n) is always available to all committees: those whose agreement specifies the use of § 16(n), those whose agreement specifies the use of § 16(d), and those whose agreement does not specify a procedure and are therefore subject to automatic application of § 16(d).

The facial differences between the parties’ constructions are clear. In short, Yarmouth’s construction of the statute would produce an unreasonable result that is inconsistent with the legislative intent, as conveyed by the plain meaning of the statutory language. See *Ciani v. MacGrath*, 481 Mass. 174, 178 (2019) (“where the language of a statute is plain and unambiguous, it is conclusive as to legislative intent” but the court does not “adopt a literal construction of a statute if the consequences of doing so are absurd or unreasonable, such that it could not be what the Legislature intended”) (internal quotations omitted). In contrast, the defendants’ construction would “effectuate the intent of the Legislature in a way that is consonant with sound reason and common sense.” *Id.* Accordingly, the court adopts the latter and finds as a matter of law that § 14D applies to regional agreements which expressly select the § 16(d) debt approval procedure.

2. Retrospective Application of § 14D

Next, the court considers Yarmouth's argument that § 14D is nevertheless inapplicable to the agreement at issue in this case, because said agreement was adopted several years before § 14D was amended to include the "[n]otwithstanding" clause in 1995. Relying on the familiar canon of statutory interpretation that the "statutory expression of one thing is an implied exclusion of other things omitted from the statute," *Commonwealth v. Russ R.*, 433 Mass. 515, 521 (2001), Yarmouth argues that § 14D must be solely prospective because it does not contain any language which specifies a retrospective effect on regional agreements already in existence. However, the statute cannot properly be characterized as "expressing" prospective application, and thus there is no implication that retrospective application has been excluded by omission.

Instead, the court must consider "[t]he general rule of interpretation . . . that all statutes are prospective in their operation, unless an intention that they shall be retrospective appears by necessary implication from their words, context or objects when considered in the light of the subject matter, the pre-existing state of the law and the effect upon existent rights, remedies and obligations." *Fontaine v. Ebtac Corp.*, 415 Mass. 309, 318 (1993), quoting *City Council of Waltham v. Vinciullo*, 364 Mass. 624, 626 (1974). "It is only statutes regulating practice, procedure and evidence . . . that commonly are treated as operating retroactively . . ." *Id.*

Here, § 14D explicitly concerns procedure: selecting one of two statutory procedures for authorization of indebtedness set forth in § 16. As such, it should be treated as having retrospective application. See *id.* However, even if the court were to credit Yarmouth's position that the "[n]otwithstanding" clause "affect[s] substantive rights" and therefore does not fall within the scope of procedural legislation commonly treated as operating retroactively, the

context of the enactment and amendment of § 14D demonstrates the Legislature's intent for retrospective application. *Id.*

When § 14D was originally enacted in 1968, the statute stated that a district's use of the § 16(n) procedure required prior town meeting approval:

"The agreement made under [§ 14B], or any amendment to such an agreement, may provide that the incurring of indebtedness by the district shall be approved by the registered voters in the member towns pursuant to the provisions of [§ 16(n)]. In any district for which the agreement does not so provide, the incurring of indebtedness shall be subject to disapproval by any member town pursuant to the provisions of [§ 16(d)]. *No amendment to an agreement to provide that the incurring of indebtedness shall be approved pursuant to the provisions of [§ 16(n)] shall take effect unless such amendment is approved by each of the member towns of the district.*"

As added by St.1968, c. 376, § 1 (emphasis added). In 1995, § 14D was amended to remove the third sentence. That sentence was replaced with the first iteration of the "[n]otwithstanding" clause, permitting a district to use § 16(n) without town meeting approval in the following circumstances:

"Notwithstanding the provisions of this section, the *regional district school* may, by vote of two-thirds of all its members, require that the approval of any particular authorized issue of indebtedness shall be by the registered voters of the member towns of the district pursuant to the provisions of [§ 16(n)] rather than pursuant to the provisions of [§ 16(d)]."

As amended by St.1995, c. 38, § 99 (emphasis added). This first iteration of the "[n]otwithstanding" clause differs from the second iteration, as amended in 2016, only by an apparent typographic error: the 2016 amendment inserted the term "committee" after "regional district school" to produce "regional district school committee" as the body which may vote to use § 16(n).

In this context, the legislative history demonstrates a clear intent to apply this procedural change retrospectively. The 1995 amendment removed a clause specifically concerning an

“amendment to an agreement,” a phrase which necessarily implies a pre-existing agreement. In its place, the legislature added the “[n]otwithstanding” clause without including any language reflecting an intent to create two classes of regional school districts, i.e. those already formed under pre-existing agreements that still must be amended at town meeting to use § 16(n), and those formed in the future which could use § 16(n) upon the district committee’s supermajority vote. Thus, the deletion of the 1968 statutory requirement for explicit amendment of pre-existing agreements through town meetings necessarily implies that the new “[n]otwithstanding” clause should apply to those same agreements. Otherwise, deletion would have been unnecessary: the legislature could have simply modified the original third sentence by adding the phrase “For agreements existing on this date,” and added the “[n]otwithstanding” clause as a fourth sentence with a further modifier that it apply to any and all future agreements. As such, the legislature’s choice to delete the original third sentence speaks volumes—the retrospective intent is facially apparent. See *Fontaine*, 415 Mass. at 318.

For these reasons, the court finds that § 14D applies retrospectively to the regional agreement between the parties to this action. Accordingly, Count I does not plead a claim upon which relief can be granted for violation of Section 9 of the agreement, because the district’s use of the § 16(n) election procedure was statutorily authorized under § 14D. The defendants’ motions for judgment on the pleadings must be **ALLOWED** as to **Count I**.

B. Count II

Count II seeks a declaration that the election failed to approve the debt under § 16(n) because that statute requires a majority of votes in each town, not a majority of the combined vote totals across the district, to approve debt. Once again, the claim presents a pure question of statutory interpretation, with no case law to guide the court.


Section 16(n) states that the district committee's vote to approve debt must be "approved by a majority of the registered voters in the member towns voting on the question at an election . . ." The defendants argue that the statute contemplates "*a* majority," singular, at "*an* election," singular, such that tallying votes by town would contradict the statute by effectively creating multiple elections with multiple results. Yarmouth argues that § 16(n) is "silent on the issue" of tallying, and thus urges the court to consider the terms of the regional agreement and its "intent to preserve and protect each member[town]'s independent and separate power."

The plain and unambiguous meaning of the singular forms of "majority" and "election" is controlling—the statutory language dictates a single district-wide election producing a single majority of all votes cast therein. This distinction is particularly clear when compared with the language used in § 16(d) to reference the possibility of multiple vote tallies arising from multiple town-specific counts: if "*any* member town . . . hold[s] a town meeting," the votes shall be tallied as "a majority of the voters present and voting" at "*that* meeting." (emphasis added). The court concludes that the Legislature's choice not to use similar such language in § 16(n) was deliberate, and reflects its intent for election by a single, district-wide majority.

Accordingly, the court finds that the district-wide vote tallies reported and certified for the December 4, 2018 election were proper under § 16(n). For that reason, the complaint does not set forth a claim upon which relief may be granted for improper tallying of votes or inaccurate certification of the election as approving the debt measure. The defendants' motions for judgment on the pleadings must also be **ALLOWED** as to **Count II**.

ORDER

For the foregoing reasons, it is hereby **ORDERED** that the Dennis-Yarmouth Regional School District and the Town of Dennis' motions for judgment on the pleadings be **ALLOWED**, and that judgment enter **DISMISSING** the action in its entirety.


Beverly J. Canhone
Justice of the Superior Court

DATED: June 11, 2019

TOWN OF HAMILTON
DISPOSITION OF SURPLUS SUPPLIES/EQUIPMENT

The following shall constitute the written procedures to be used by the Town of Hamilton (the "Town") for the disposition of surplus tangible supplies or equipment pursuant to G.L. c.30B, §15:

1. Upon determination by the Town that a supply or equipment is surplus and no longer useful to the Town, the Town in its reasonable discretion shall determine whether such supply or equipment has a resale or salvage value.
2. For a supply or equipment having an estimated net value of less than \$10,000.00, the Town may either: (1) solicit written or oral price quotes by posting written notice of the disposition (a) in a conspicuous place in or near the offices of the Town; (b) on the Town website, and/or posting notice in any other location or advertising in a newspaper of general circulation in Town, in the Town's sole discretion; (2) solicit no fewer than three written or oral price quotes from persons who customarily purchase and/or sell the supply or equipment of the type to be disposed of by the Town; or (3) listing the supply or equipment on an on-line auction website that is open to the public, provided that notice has also been posted in a conspicuous place in or near the offices of the Town, such posting to include the web address for the auction site, the opening and closing dates of the auction, and any keyword or auction identification number to locate the item on the auction website.
3. For a supply or equipment having an estimated net value of more than \$10,000.00, the Town shall offer such equipment through competitive sealed bids, public auction, or established markets. The notice of sale shall indicate the supply or equipment offered for sale, designate the location and method for inspection of such supply or equipment, state the terms and conditions of sale including the place, date and time for the bid opening or auction, and state that the Town retains the right to reject any and all bids. The notice of sale shall be posted for at least two weeks in a conspicuous place in or near the offices of the Town until the time specified in the invitation for bids; and be published at least once, not less than two weeks prior to the time specified for the receipt of bids, in a newspaper of general circulation within the area served by the Town and on the Commonwealth's COMMBUYS system.
4. In addition to the notice and posting requirements set forth in Paragraph (3) above, the Town shall provide the required notice in the Secretary of State's *Goods and Services Bulletin* for a supply or equipment having an estimated value of more than \$100,000.00.
5. The Town shall dispose of a supply or equipment to the bidder offering the highest bid price.

6. If the Town rejects the bid of the highest responsive bidder, the Town may negotiate a sale of such supply or equipment so long as the negotiated sale price is higher than the bid price, or resolicit bids.
7. Alternatively, the Town's Select Board may, by a majority vote, dispose of such supply or equipment to a tax-exempt charitable organization at less than fair market value.

975628/HAML/0001

**Hamilton Select Board
Policy Governing Public Comment at Public Meetings**

I. PURPOSE

The Select Board ("Board") welcomes and encourages its residents to attend its public meetings, excepting executive session meetings that are held in accordance with General Laws Chapter 30A, Section 21, so that residents may become better acquainted with and provide feedback on the policies, operations, services, programs, applications, and/or general Town matters within the Board's jurisdiction.

To that end, the Board may open up for residents a limited public comment period on any or none of its open session meeting agendas. If the Board opens up such a period, the period shall be and is intended to be a limited public forum for the purpose of providing residents with an opportunity to comment on matters within the public body's jurisdiction and authority. All such comments are subject to reasonable time, place, and manner regulations as set forth in the following policy. This policy applies to public comment only. It does not apply to petitioners, applicants, or similar persons/entities who are required to appear before the Board in accordance with a statute, regulation, bylaw, or otherwise.

This policy is adopted to facilitate an efficient public comment period at meetings of the Board and to ensure that the Board has the ability to conduct its business in an orderly fashion. To allow speakers a fair opportunity to address the Board, and to ensure the Board may accomplish its stated business on matters within its jurisdiction in an efficient manner, the following rules and procedures are adopted, consistent with the First Amendment to the United States Constitution, Article 16 to the Massachusetts Declaration of Rights, and the Massachusetts Open Meeting Law.

II. AUTHORITY OF CHAIR

Pursuant to General Laws Chapter 30A, Section 20(g), no person shall address a meeting of a public body without permission of the Chair, and all persons shall, at the request of the Chair without regard to the content of their speech but to promote an orderly meeting, be silent. Any person wishing to speak at an open meeting, during a limited public comment period, must first be recognized by the Chair, and all questions raised and comments made by a duly-recognized speaker must be directed to the Chair as opposed to individuals or other public body members, to ensure that a meeting is conducted in an orderly and peaceable manner and that comments can be made in an open and welcoming atmosphere without regard to the content thereof.

Neither the Chair of the meeting, nor any public body members, may interrupt speakers who have been recognized to speak except that the Chair may cut off a speaker whose time has run out, as detailed in Section III. The Chair also may terminate a speaker's comments when it falls within a category of unprotected speech because it constitutes a true threat, an incitement toward imminent lawless conduct, sexually explicit and obscene comments made to appeal to prurient interests with no literary, scientific, or artistic value, or comments that have already been found by a court of law to constitute defamation.

Because of constitutional principles governing freedom of speech, neither the Chair of the meeting, nor any public body members, have the authority to prevent comments that may be deemed highly offensive

Commented [DB1]: In general, there is no requirement to provide public comment at all. The Chair can decline to open it up. Once it is opened up, however, the Board may not impose any content-based restrictions. It may only impose certain time, place, and manner restrictions, such as "designating when public comment shall be allowed in the governmental meeting, the time limits for each person speaking, and rules preventing speakers from disrupting others, and removing those speakers if they do." *Barron v. Kolenda*, 491 Mass. 408, 410 (2023).

Commented [DB2]: This policy currently applies only to the Select Board.

Note that some municipalities adopt a policy applicable to all public bodies in Town, due to the high level of risk posed by civil rights claims where a prevailing party can recover attorney's fees for public bodies who are violating free speech principles in public comment policies.

Although the Board may require all boards it appoints to utilize such a uniform policy, it may be difficult to enforce use of the policy by elected boards and committees. Importantly, in our opinion, consistent use of the policy by all boards and committees will better insulate the Town from potential civil rights claims, so the Board may wish to adopt a more uniform application to "all public bodies" in Town.

Commented [DB3]: Notably, courts in other jurisdictions have concluded that conducting an efficient meeting is a "significant governmental interest" sufficient to regulate public comment. See, e.g., *Grayned v. City of Rockford*, 408 U.S. 104, 119 (1972) (city has compelling interest in undisrupted meeting sessions); *Jones v. Heyman*, 888 F.2d 1328, 1333 (11th Cir. 1989) (significant governmental interest in controlling agenda and preventing disruption of public meetings); *Wright v. Anthony*, 733 F.2d 575, 577 (8th Cir. 1984) (significant governmental interest in conserving time and allowing others opportunity to speak during public hearing). See also *Spaulding v. Town of Natick School Committee*, Sup. Ct. C.A. No. 2018-01115 (Nov. 21, 2018) (public body has "compelling interest" in "conducting the [public body's] meeting in an orderly and efficient fashion").

Therefore, this statement of purpose attempts to make clear that any regulation of public comment is to effectuate these interests.

Commented [DB4]: Speech may be curtailed for violations of content-neutral reasonable time, place and manner restrictions, such as when a speaker has not been recognized, interrupts the recognized speaker, disrupts the meeting by talking to others, or in similar situations. See, e.g., *White*, 900 F.2d at 1425 (moderator "certainly may stop [the speaker] if his speech becomes irrelevant" or if they are "speaking too long"); *Eichenlaub v. Twp. of Indiana*, 385 F.3d 274, 281 (3d Cir. 2004) (restricting public comments that are "repetitive and truculent, and [where speaker] repeatedly interrupted the chairman of the meeting ... is the sort of time, place, and manner regulation that passes muster under the most stringent scrutiny").

or upsetting, and therefore, a content warning or disclaimer may be made by the Chair, at their discretion, at the start of the public comment period.

III. PUBLIC COMMENT GUIDELINES

The limited public comment period provides an opportunity to address matters of public concern within the public body's jurisdiction to provide feedback or request future action or response. Public comment segments are listening sessions and the public body is there to listen. It will not engage in any attempt to initiate discussion, debate, or dialogue between and among the public body and an individual on any matter. If they are not recognized by the Chair or time does not permit, individuals always have the alternative forum of submitting a written statement to the public body.

1. All speakers are encouraged to present their remarks in a respectful and civil manner but cannot be required to do so.
2. Each speaker will be asked to sign up on a sheet to speak to promote order and efficiency and will be recognized by the chair in the order in which they are signed up.
3. Public comments will be taken first from individuals attending the public body's meeting and not from those accessing the meeting online or remotely, unless any speaker requires a special accommodation to speak from another location and notifies the public body by telephone or email at least 48-hours in advance of the meeting if they wish to request an extension of time or other accommodation for a disability.
4. Once recognized by the Chair, speakers will begin their remarks by stating their name for the record. Street addresses are not required but may be provided at the speaker's discretion, particularly if they are relevant to the public body's consideration and the weight to be accorded a particular matter.
5. Assuming that five (5) or fewer speakers sign up for public comment, each speaker will be limited to three (3) minutes to present their remarks. If more than five (5) speakers sign up for public comment, then each speaker will be limited to two (2) minutes to present their remarks. The total public comment period shall not exceed fifteen (15) minutes.
6. At the discretion of the Chair, in addition to and/or in lieu of a general public comment period at a designated time of the meeting, the Board may open up any particular agenda item for individual public comment. However, the Board is not required to open up individual agenda items to additional public comment, and the decision to do so on one or more occasions does not mean it will be done on another occasion. Therefore, members of the public are reminded that they can always submit a written comment letter on a particular matter for the Board's consideration.
7. Large groups addressing the same topic are encouraged to consolidate their remarks and/or designate a spokesperson to comment on their behalf.
8. Speakers may not assign their time to another speaker, and in general, extensions of time will not be permitted. If a speaker's time is extended at the discretion of the Chair, all other speakers' comments in that public comment period must be extended accordingly. An extension of the

Commented [DB5]: See, e.g., *Madison, Joint Sch. Dist. No. 8 v. Wisconsin Employment Relations Comm'n*, 429 U.S. 167, 175 n.8 (1976) ("Plainly, public bodies may confine their meetings to specified subject matter ..."); *Spaulding, supra* (complaints made during public speak "must fall within the ... scope [of the public body's jurisdiction]"). Indeed, whenever a public body "is prevented from accomplishing its business in a reasonably efficient manner," the meeting has been disrupted and the body may reasonably limit its speakers to proceed with the actual business before it. See *White v. City of Norwalk*, 900 F.2d 1421, 1425 (9th Cir. 1990).

Commented [DB6]: This section provides that members of the public body will not respond to matters raised during public comment. Avoiding debate between the speaker and the board reduces the likelihood that someone will be cut short or feel as though they should stop talking based upon the content of their speech. Importantly, avoiding debate between speakers and the public body allows the board to address only the matters on its agenda and not weigh into topics that are not posted in accordance with the Open Meeting Law.

Commented [DB7]: The *Barron* court observed that "[a]lthough civility can and should be encouraged in political discourse, it cannot be required." *Id.* (emphasis added).

Commented [DB8]: Please revise accordingly for time per speaker and time for total public comment period, as desired by the Board.

Commented [DB9]: Be reminded that this is not required and, in our experience, can lead to issues outside of the general public comment period. Members of the public still can comment on particular agenda items during the general public comment period. Therefore, the Board may wish to consider, as a matter of policy, whether it wants to consider including a public comment period on specific agenda items or just include the general public comment overview at the beginning of a meeting.

Be reminded also that no public comment period is ever required. Once it is allowed, however, there can be no restriction on the content of the speaker's remarks. Only reasonable time, place, and manner restrictions are allowed.

total public comment period on one occasion does not mean that it will be extended at another meeting.

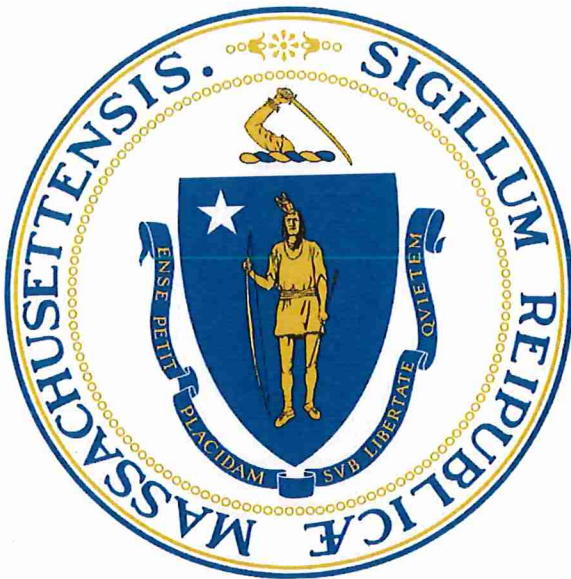
Speech may be curtailed for violations of content-neutral reasonable time, place and manner restrictions, such as when a speaker has not been recognized, interrupts the recognized speaker, disrupts the meeting by talking to others, or in similar situations. See, e.g., White, 900 F.2d at 1425 (moderator “certainly may stop [the speaker] if his speech becomes irrelevant” or if they are “speaking too long”); Eichenlaub v. Twp. of Indiana, 385 F.3d 274, 281 (3d Cir. 2004) (restricting public comments that are “repetitive and truculent, and [where speaker] repeatedly interrupted the chairman of the meeting ... is the sort of time, place, and manner regulation that passes muster under the most stringent scrutiny”).

Based upon these principles, the chair of a public body should not limit or interrupt a speaker except for the following:

- Speaking without being recognized;
- Continuing to speak after the chair has curtailed additional verbal comment;
- Interrupting a recognized speaker;
- Speaking about matters not within the jurisdiction of the public body;
- Engaging in conversations while another person is speaking;
- Making true threats of violence directed toward a particular individual; and
- Making comments inciting imminent lawlessness.

The Board may wish to include such express examples in the policy itself.

**Commonwealth of Massachusetts
State 911 Department
North Shore Regional 911 Center**



**Feasibility Report
to Onboard
Hamilton**

Issued: May 23, 2025

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EXECUTIVE SUMMARY

In 2011, five communities within Essex County, Massachusetts, formed a partnership to consolidate their emergency communications operations and establish a Regional Emergency Communication Center (RECC) that would later be called North Shore Regional 911 Center (NSR911). Those communities include the city of Amesbury and the towns of Essex, Middleton, Topsfield, and Wenham. Between 2011 and 2013 construction of a new dispatch center was completed in the Town of Middleton. In June 2013, the RECC commenced operations at its emergency communications facility in the Town of Middleton and now serves as the primary Public Safety Answering Point (PSAP) for all wireless and wireline 911 calls that originate within Amesbury, Essex, Middleton, Manchester-by-the-Sea, Rowley, Topsfield, and Wenham. Since its inception and successful operation, other communities have expressed interest in becoming a partner in the NSR911. The center is currently in the process of onboarding North Reading. Furthermore, at the time of this report, at least two other communities have also submitted letters of intent to potentially join NSR911.

The center's Executive Advisory Board (EAB) has developed protocols for the onboarding process. Part of the protocols includes a feasibility study of the candidate community. This study intends to provide the information needed for the EAB and executives at the State 911 Department to determine whether it is possible, both operationally and fiscally, to approve the integration of the candidate community into the center. NSR911 was tasked to provide this evaluation for Hamilton's emergency communications operation.

This evaluation includes migrating the Town of Hamilton's Communication Department to the North Shore Regional 911 Center. It does not take into consideration other concurrent feasibility studies. Operation and system evaluation surveys were distributed to stakeholders in Hamilton to capture the current technology, operational environment, and statistics. Data collected was analyzed by NSR911 and compiled into this report, which identified the operational and technical objectives for integrating with the Hamilton Communications Department. Cost estimates necessary to complete the onboarding process were noted, when possible and applicable.

It is NSR911's opinion that Hamilton would benefit from added technology and capabilities by joining NSR911. Member communities and Hamilton would benefit from greater situational awareness and crime analytic tools. Further, emergency responders would gain increased situational awareness by using mobile data terminals in police, fire, and EMS apparatus procured by NSR911.

The table below identifies a high-level summary of estimated annual recurring charges (ARC) and non-recurring charges (NRC) that NSR911 expects to incur. **These are charges that would be paid for by NSR911 with no cost required for Hamilton for onboarding.**

Table 1 - Total NSR911 Estimated Integration Costs

Category	Estimated ARC	Estimated NRC
Technology Costs (Table 8)	\$53,645	\$644,370
Additional Personnel Costs (Table 9) ¹	\$127,800	\$0
Total Estimates	\$181,445	\$644,370

¹ These positions have been previously identified in other feasibility studies conducted in 2025. At this time, NSR911 only needs the 0.5 CAD FTE and 0.5 Radio FTE. For transparency, it is being included in each study.

Validity Period:

This report is valid for 90 calendar days from issuance.

Supplemental Analysis:

A supplemental analysis may be required if additional communities sign an Intermunicipal Agreement (IMA) to join NSR911 within 180 days of this report being issued.

Report Expiration:

After 90 calendar days, the report's information may no longer be accurate or relevant, and the report may be considered outdated or invalid. If a community decides to join NSR911 after the report's expiration date, a new feasibility report may be required.

1. PROJECT OVERVIEW

1.1 Background

As a result of discussions between the Town of Hamilton and North Shore Regional 911 Center (NSR911), the Town of Hamilton is strongly considering transferring its emergency communications services to NSR911. The NSR911, which has been fully operational since 2013, seeks to determine the impact of providing services to the Town of Hamilton from technological, staffing, spatial, and fiscal perspectives. NSR911 is conducting this assessment after receiving a Letter of Intent on March 26, 2025 (dated 2/11/2025), and subsequent data from the Town of Hamilton. The scope of NSR911's effort is outlined in subsequent sections.

1.2 Scope of Work

NSR911 conducted an assessment that contains the following components:

1. **Community Overview**

A review of the Town of Hamilton's demographics was conducted. This review included population factoring seasonal influxes, number of schools/colleges, population density, and the number of roadway/limited access mileage.

2. **Technology**

PSAP technology currently in place in the Town of Hamilton was inventoried and assessed to determine the level of effort needed to procure equipment and/or create interfaces with existing systems should a move to NSR911 occur. Key PSAP equipment assessed included Computer-Aided Dispatch (CAD), records management system (RMS), associated interfaces, network topography, mobile data terminals (MDTs), and radio infrastructure. NSR911 also assessed whether the community would require data conversion to migrate existing CAD/RMS data into NSR911's software.

3. **Staffing Analysis**

Based on the anticipated Hamilton call volume and dispatch responsibilities, NSR911 assessed existing staffing and, utilizing industry-approved calculators, determined whether increased staffing would be necessary. Staffing telecommunicators to cover Hamilton's emergency communications operation involves analyzing multiple factors, such as paid time off, shift duration and breaks, and meeting existing performance standards within NSR911.

Apart from operational concerns, other personnel and administrative considerations must be taken into account. These include potentially hiring new employees by NSR911, as well as certification and training needed. In addition, ancillary duties performed by Hamilton dispatch personnel that would need to be addressed with a move to NSR911 were also identified.

4. Spatial Needs

NSR911 assessed its facility's capacity to incorporate Hamilton's operation with existing equipment and spatial parameters or whether additional workstations are needed to accommodate the increased workload. When considering spatial needs, dispatch floor space is only one component; sufficient parking, locker, bathroom, and break room capacity must be considered when taking on additional employees.

5. Transitional Cost Analysis

A detailed cost analysis of additional technology or enhancement to existing technology was conducted; additional personnel salary and benefits were estimated, and facility enhancements to accommodate the additional operational workload were calculated. The cost analysis includes those up-front costs to ensure the move of Hamilton's emergency communications is a success and those recurring costs that NSR911 will incur annually by having Hamilton as a partner in its operation.

1.3 Methodology

NSR911 personnel conducted their assessment using the following methodology:

- ❖ Distribution and subsequent analysis of data collection surveys provided to the Town of Hamilton.
- ❖ Interviews with Hamilton management and staff.
- ❖ Use of industry-approved staffing calculators and the costs of past projects and/or established state contract prices to develop accurate estimates.

1.4 Assumptions

Key assumptions that were factored into this assessment are:

- ❖ Those ancillary duties currently performed by Hamilton PSAP staff and reported in their survey included handling walk-up window interactions and answering calls for the municipality during off-hours.
 - NSR911 would offer the following services:
 - Lobby interactions via camera/telephone
 - Answering business line calls, provided they are routed through an auto-attendant
 - Core services identified in APPENDIX A

- NSR911 would not provide the following services:
 - Monitoring prison cells
 - Filling shifts/details
 - Property returns
 - Answering business calls for other town departments off hours.
 - Direct monitoring of alarms
 - FCC Licensing
 - Oversight or integration of DPW's radio system
 - Oversight of the town's mobile & portable radios
 - Assumption of any town lease agreements
 - Keltron alarms would need to migrate to a central station alarm monitoring service.
 - Monitoring other municipal building alarms and/or lobby cameras
- ❖ When possible, CAD, RMS, 911, and administrative call volumes were reviewed for the past three calendar years.
- ❖ Other than estimating staffing needs at NSR911, no assumptions concerning Hamilton's staffing were made.
- ❖ Hamilton would be responsible for its employees' salary costs while attending any training course and/or onboarding process.

2. CURRENT ENVIRONMENT

The following sections provide an overview of the existing emergency communications environment within the Town of Hamilton and NSR911.

2.1 Town of Hamilton

Hamilton is a rural-suburban town in the eastern central portion of Essex County in eastern Massachusetts, United States. At the 2020 census, it had a population of 7,561. Currently the town has no manufacturing industry and no industrially zoned land.

Its location on the North Shore of Massachusetts provides easy access to the Atlantic seashore with its reservations, beaches and boating. The town includes many historic houses, pastoral landscapes, and old stone walls that accompany winding tree-lined roads. It also has a rich equestrian heritage, which remains strong due to the influence of the many horse farms and of Myopia Hunt Club, which holds frequent equestrian events, including polo most Sunday afternoons. (Myopia also hosts a Thanksgiving Day fox hunt each year that the public may attend.) Thus, the visitor to Hamilton may well share the secondary roads with horse and pony riders.

Hamilton is closely tied to neighboring Wenham, sharing a school system, library, recreation department, commuter rail station and newspaper. In 2010, the community of Hamilton-Wenham was listed among the "Best Places to Live" by Boston Magazine.

Hamilton includes South Hamilton, which is that part of Hamilton that the Postal Service has assigned the zip code 01982. "Hamilton" and "South Hamilton" are indistinguishable from each other except for the difference in zip codes."²

The Town of Hamilton encompasses approximately 14.9 square miles. The town is bordered by Ipswich to the north, Essex to the east, Manchester-by-the-Sea and Wenham to the south, and Topsfield to the west. Notably all towns bordered by Hamilton, excluding Ipswich, are members of North Shore Regional 911 Center.

State routes 1A and 22 cross through the town. The town also has one stop on the MBTA Commuter Rail line at Hamilton/Wenham Station.

There are two elementary schools in town, Cutler School and Winthrop School. The Hamilton-Wenham Regional Middle and High Schools are also located in Hamilton. Additionally, Pingree School, a private high school and Gordon Conwell Theological Seminary are also located within Hamilton.

According to the US Census, the town's population shrank by approximately 2.6% between 2010 and 2020. The 2020 population based on the US Census Bureau was 7,561. Based on the population divided by the square mileage, there is a population density of 507 residents per square mile.

Table 2 – Hamilton Demographics

Hamilton Demographics	
2020 Population (US Census)	7,561
Square Mileage of Community (US Census)	14.9
Population Density (Population/Sq Mi)	507

The town maintains a primary PSAP at the Police Department. The PSAP is staffed by civilian telecommunicators. The primary PSAP answers all 911 and 10-digit wireline calls for the Town of Hamilton. If the caller is requesting police or fire assistance, it is handled through the primary PSAP. Emergency Medical Services is contracted by the town with Beauport Ambulance Service. On August 8, 2018, the town began processing all Wireless Phase 2 (WPH2). It later began processing Wireless Phase 1 (WPH1) calls on August 2, 2021.

All police, fire, and medical calls for service are processed and dispatched in-house. Staff telecommunicators also perform Emergency Medical Dispatch (EMD) duties for medical calls using Priority Dispatch's EMD Program.

The Town of Hamilton also serves as the Boston Area Police Emergency Radio Network, or BAPERN, North District Control Point. As the North District Control Point, Hamilton PSAP is responsible for conducting ~2 radio checks via the North District and/or Area Wide 3 radio system

² About (n.d.). Retrieved May 14, 2025, from Hamilton: <https://www.hamiltonma.gov/about/>

per month. It is also responsible for coordinating planned and emergency channel usage on the North District, North Tactical, and Area Wide 3/4 channels.

2.1.1 Communications Department (Primary PSAP)

Between 2022 and 2024, the Hamilton PD primary PSAP received an average of 467- 911 calls and 1,813 administrative telephone calls per year. These calls, plus officer/firefighter-initiated calls, resulted in an average of 11,500 calls for service annually. Hamilton also handled an average of 4,500 walk-ins per year. Based on the figures provided, the PSAP is handling an average of 4-911 calls, 51 business calls, 53 calls for service per day, and 12 walk-ins per day.

Table 3 – 2022-2024 Hamilton PSAP Call Volume Summary

2022-2024 Hamilton PSAP Call Volume Summary		
Type of Call Type	Average Yearly Calls	Daily Average # of Calls
911 Calls	467	~1.3
Business Line Calls	1,813	~5
CAD Calls for Service	11,500	~95
Station Walk-Ins	4,500	~12
Total Annual Calls/Contacts	18,280	~113

Based on the last three (3) calendar years, the police department has averaged 1,585 reportable police incidents, 76 arrests, and 88 accidents per year. On a daily average, this equals about ~1.5 reportable incidents, ~0.2 arrests, and ~0.2 accidents per day.

Table 4 – 2022-2024 Hamilton Police Incident Volume Summary

2022-2024 Hamilton Police Incident Volume Summary		
Type of Call Type	Average Yearly Incidents	Daily Average # of Incidents
Police Incidents	1,585	~1.5
Arrests Incidents	76	~0.2
Motor Vehicle Accidents Incidents	88	~0.2
Total Annual Incidents	~1,749	~1.9

The Communications Department employs 4 full-time and 3 part-time / per diem telecommunicators. The PSAP is typically staffed by one telecommunicator each shift. During storms and other critical incidents, staffing may increase. There are three (3) operator positions that are equipped with radio and call-taking functions. The department reported that it is also responsible for answering the lobby window and answering the municipality's phones.

2.1.2 Police Department (Primary PSAP)

Fifteen (15) full-time and three (3) part-time / per diem officers cover the community. Staffing is typically comprised of two officers per shift overnight. During the day and evening shifts, there

are 3 working. Additionally, there are up to 3 additional administrative / support staff employees working during the day shift.

2.1.2.1 Technology

The following technology is currently in place in Hamilton PSAP:

1. 911 Answering Equipment or Customer Premise Equipment

The Commonwealth of Massachusetts provides all 911 telephony equipment for the primary Hamilton PSAP, also known as customer premise equipment (CPE).

2. Administrative Telephone Equipment

All town departments, including the school district, share a Voice over Internet Protocol (VoIP) Avaya phone system. The phone system was installed in 2017. The Police Department currently uses an auto-attendant on this phone system.

3. Computer-Aided Dispatch

The PSAP operates IMC's Computer-Aided Dispatch (CAD) system. The system was installed in 1999 and last updated in 2025.

Hamilton's CAD system currently provides interfaces to the following:

- ❖ CAD Data Analysis & Mapping
- ❖ Gang Module
- ❖ Law Enforcement RMS
- ❖ Law Enforcement Mobile Data Terminals (MDTs)
- ❖ Law Enforcement Field Reporting
- ❖ Mobile Mapping
- ❖ Paging

4. Records Management System (RMS)

The Police Department utilizes IMC's Records Management System. The system was installed in 1999 and last updated in 2025.

Hamilton utilizes the following modules within its RMS:

- ❖ Accident
- ❖ Arrest
- ❖ Asset Management
- ❖ Bar Coding
- ❖ Booking
- ❖ Case Management
- ❖ Civil Process
- ❖ Crime Analysis
- ❖ Detective
- ❖ Employee
- ❖ Felon
- ❖ Field Contact
- ❖ Imaging/Photo Lineup
- ❖ Internal Affairs
- ❖ Licensing & Permits
- ❖ Master Names
- ❖ Master Vehicle Index
- ❖ Mobile Field Reporting
- ❖ Mugshot
- ❖ Parking
- ❖ Probation/Parole
- ❖ Property & Evidence
- ❖ Traffic Citation
- ❖ Traffic Warning
- ❖ Training
- ❖ Warrants

RMS is also interfaced with the following:

- ❖ Asset Management Bar Coding
- ❖ CAD
- ❖ Courts
- ❖ eCitation
- ❖ RMV Crash Export
- ❖ Property Room Bar Coding
- ❖ NIBRS

5. Mobile Data Terminals (MDTs)

The Police Department reported that it has ten (10) vehicles, of which four (4) are currently equipped with MDTs. Vehicles that are equipped with MDTs all have IMC's mobile software installed, enabling officers to perform the following from the field:

- ❖ Add/update RMS records
- ❖ Cases
- ❖ Field Contacts
- ❖ Incidents
- ❖ Citations

6. Radio System Infrastructure

The police department operates an analog UHF duplex radio system. The radio system infrastructure system currently consists of a main repeater, a backup repeater, and three receiver sites (including the primary/backup repeaters). The department indicated that mobile radio coverage in town is very good; however, there is one section of town that lacks portable coverage. All radio sites were reported to have sufficient battery (UPS). Additionally, two of the three sites also had generator backups. The third site is located at a private facility, it is a "receive only" site, and it is not likely that a generator could be installed at this location. Each site is connected to the main comparator via Verizon fiber lines. Existing circuits are strictly from Location A to Location B (i.e., no secondary path). While the sites are all connected, NSR911 should explore the availability of a mesh network and connecting the primary and backup radio sites with diverse ENS circuits connected to disparate head ends, which are ultimately connected to the NSR911 radio network. Antennas at the public safety center were noted to be in need of replacement as they were 20+ years old.

7. Emergency Notification System

The town of Hamilton currently utilizes CodeRed for its Emergency Notification System; however, it indicated that it would be interested in migrating to NSR911's system.

2.1.2.2 Police Administrative Staffing

The police department is currently reviewing options to staff the police lobby should it join NSR911. It is strongly considering staffing the station lobby at least eight (8) hours per day.

2.1.2.3 Station Security

In a review of the police department lobby, a camera and intercom system would need to be installed and connected to NSR911's system. This would allow NSR911 staff to maintain visual contact with the lobby and interact with customers via an intercom system.

2.1.3 Fire Department

Between 2022 and 2024, Hamilton FD handled an annual average of 583 fire incidents, 455 EMS incidents, and 394 inspections. On a daily average, this equals just over 3 calls per day.

Table 5 – 2022-2024 Hamilton Fire Call Volume Summary

2022-2024 Hamilton Fire Call Volume Summary		
Type of Call Type	Annual Average Volume	Daily Average Volume
Fire Calls	583	~1.6
EMS Calls	455	~1.2
Fire Inspections	131	~0.4
Total Call Volume	1,169	~3.2

Emergency Medical Services (EMS) for the Town of Hamilton is currently contracted by Beauport Ambulance Service. Beauport provides Basic Life Support (BLS) and Advanced Life Support (ALS) capabilities.

2.1.3.1 Technology

The following technology is currently in place at the Hamilton Fire Department:

1. Administrative Telephone Equipment

All town departments, including the school district share a Voice over Internet Protocol (VoIP) Avaya phone system. The phone system was installed in 2017. The Fire Department currently utilizes an auto-attendant system.

2. Records Management System (RMS)

The Fire Department reported that it utilizes ESO's Fire Records Management System. The system was initially installed in 2022, and it is unknown when the last update occurred. This RMS system is not interfaced with the CAD system used by Hamilton PSAP; therefore, firefighters need to manually enter all data into the RMS system.

Hamilton utilizes the following modules within its RMS:

- ❖ NFIRS Incident Reporting
- ❖ Fire Investigations
- ❖ Mobile Field Reporting
- ❖ Personnel

3. Mobile Data Terminals (MDTs)

The Fire Department has a fleet of nine (9) fire vehicles. It was reported that two (2) of these vehicles are currently outfitted with MDTs. In addition, none of the apparatus has MDTs that are integrated with the Town's CAD system.

4. Radio System Infrastructure

The fire department operates an analog VHF duplex radio system. The radio system infrastructure system currently consists of a main repeater, backup repeater, and five receiver sites (including

the primary/backup repeaters) – essentially the same setup the police department has. The department indicated that radio coverage in town is very good. All radio sites were reported to have sufficient battery (UPS). Additionally, two of the three sites also had generator backups. The third site is located at a private facility, it is a “receive only” site, and it is not likely that a generator could be installed at this location. Each site is connected to the main comparator via Verizon fiber lines. Existing circuits are strictly from Location A to Location B (i.e., no secondary path). While the sites are all connected, NSR911 should explore the availability of a mesh network and connecting the primary and backup radio sites with diverse ENS circuits connected to disparate head ends, which are ultimately connected to the NSR911 radio network. Antennas at the public safety center were noted to be in need of replacement as they were 20+ years old.

5. Fire Station Alerting

Hamilton currently utilizes a Zetron Model 6 Fire Station Alerting system (FSA) at its headquarters.

Hamilton has five (5) active apparatus.

2.1.3.2 Fire Tones (Paging)

The Town of Hamilton currently uses the following tones to alert firefighters of calls:

- Still Tone
- All Tone

2.1.3.3 Fire Stations

The Town of Hamilton maintains the following fire stations:

- **Headquarters**
 - 265 Bay Road

2.1.4 Municipal Network Topography

1. Internet Service Provider (ISP)

The Town of Hamilton indicated that it had an internet point-of-presence at the Public Safety Center and that there was sufficient capacity for NSR911 to connect to it. Additionally, the contractor indicated that it could provide a dedicated IP address to NSR911.

2. Backup Power (UPS / Generator)

The municipality has sufficient backup power, including Uninterruptable Power Supplies (UPS) and generator power for the police and fire stations.

3. Redundant Internet Service Provider (ISP) Connectivity

There is only one ISP connection currently. The Public Safety Center would benefit from a redundant ISP connection.

2.2 Interest in Consolidation

The Town of Hamilton has inquired about the potential of regionalization as a way to expand and update its communication and dispatch services.

During community discussions, the following concerns were expressed:

- ❖ Loss of local knowledge by PSAP staff.
- ❖ How would lobby interactions be handled?
- ❖ Familiarity with constituents.
- ❖ Monitoring of prison cells.
- ❖ Filling of shifts/details.

2.3 North Shore Regional 911 Center

NSR911 began operations in June 2013 with all-new technology supporting the communities served. NSR911 currently provides 911 call-taking and dispatch services for the towns of Essex, Manchester-by-the-Sea, Middleton, Rowley, Topsfield, Wenham, and the city of Amesbury. Further, the center is in the process of onboarding the Town of North Reading into its operation. The center also acts as one of three wireless PSAPs operated in the Commonwealth of Massachusetts.

In July 2019, the center transitioned under the management of the Commonwealth of Massachusetts' State 911 Department. The center is overseen by a director and deputy director. Additionally, the administrative team also includes an Operations Manager, Training/QA Training Coordinator, and an Operations Supervisor. The staff for NSR911 consists of thirty-nine civilian telecommunicators (call-takers/dispatchers). This number includes nine supervisor positions and call takers for the Wireless Center. The Wireless Center staff acts as a "pre-PSAP" and triages calls for over 84 cities and towns north of Boston.

The Regional Operations handled 12,167 911 calls, 18 Text-to-911 Calls, 21,260 2-Way Emergency Calls, 36,240 Business Calls (Inbound), and 20,110 Business Calls Outbound during 2024. The following table summarizes the 2024 call volume handled by NSR911:

Table 6 - 2024 Annual NSR911 Call Volume Summary

2024 NSR911 Call Volume Summary	
Type of Call Type	# of Calls
Regional 911 Calls	12,167
Regional Text-to-911 Calls	18
Regional 2Way Calls	21,260
Business Calls Inbound	36,240
Business Calls Outbound	20,110
Total Annual Call Volume	92,755

NSR911 staffs two supervisors per shift, 24/7. Additionally, two telecommunicators work during the overnight shift and four on the day and evening shifts in our Regional Operation Room. There is also one telecommunicator working 24/7 in the Wireless Operation Room³.

There are ten telecommunicator workstations in the Regional Operations Room. Nine of these positions are equipped with both radio and 911 call-taking equipment. Meanwhile, one position is equipped as a call-taker only (overflow) position.

2.3.1 Technology

The following sections provide an overview of the technology currently in place at NSR911.

1. 911 Answering Equipment or Customer Premise Equipment

The Commonwealth of Massachusetts provides all the 911 CPE for PSAPs in the state, including NSR911. Connectivity to the 911 system is achieved through diverse routes to eliminate any single point of failure.

The NSR911 has two core operational functions – the Regional Operation and the Wireless Center. Personnel within the Regional Operation process 911 calls from the communities served by NSR911, receive wireless 911 calls transferred from the Wireless Operation, and dispatch the public safety agencies served by NSR911.

There are a total of 17 workstations at NSR911. Ten are in the Regional Operation, and seven are in the Wireless Operation. Andover PSAP⁴ acts as the alternate/backup PSAP for Regional Operations. At the same time, State 911's PSAP Operations Division 1 (POD1) in Milford is the Wireless Operation's alternate PSAP and also acts as the Wireless Operation's backup PSAP.

2. Administrative Telephone Equipment

A state-of-the-art Voice over Internet Protocol (VoIP) telephone system is employed by NSR911. This system seamlessly connects with other member VoIP systems. To streamline operations, NSR911 has implemented auto-attendant telephone systems on all incoming business lines, which include directions to "hang up and dial 911." This same request would be asked of Hamilton.

3. Computer-Aided Dispatch (CAD)

NSR911 uses CentralSquare's IMC CAD system. It also includes a mobile data solution.

The following is a list of CAD modules provided by NSR911:

- ❖ CAD Call Taking/Dispatching Client
- ❖ CAD Mapping

³ This is based on May 2025 staffing levels and does not account for planned staffing increases with the onboarding of North Reading.

⁴ NSR911 maintains system-level connectivity with Andover PSAP. This provides radio and computer business continuity, in addition to the 911 system.

- ❖ ODBC Data Dictionary Files (DDF's)

The following is a list of CAD/RMS interfaces provided by NSR911:

- | | |
|--|---|
| ❖ CAD Server interface to Fire RMS Server | ❖ Field Ops |
| ❖ CAD Server interface to Police RMS Server | ❖ Fire Station Alerting (Zetron®) |
| ❖ CAD Server interface to FirstDue® RMS via XML feed | ❖ NCIC State Interface |
| ❖ electronic Patient Care Reports (ePCR) to Zoll® and FirstDue® via XML feed | ❖ Paging |
| ❖ LiveScan | ❖ Electronic Application for Criminal Complaints (EACC) |
| | ❖ Crash Report e-submission |
| | ❖ Automatic Vehicle Location (AVL) ⁵ |
| | ❖ Statewide Information Sharing System (SWISS) |

4. Law Records Management System (RMS)

NSR911 also utilizes CentralSquare's IMC Law Enforcement Records Management System. The system was initially installed in 2019 and last updated in 2025.

The following is a list of RMS modules provided by NSR911:

- | | |
|--------------------------------|---------------------------------------|
| ❖ Accident | ❖ Licensing and Permits |
| ❖ Arrest | ❖ Master Names |
| ❖ Bar Coding | ❖ Master Vehicle Index |
| ❖ Booking | ❖ Mobile Field Reporting |
| ❖ Case Management | ❖ Mobile – Law, Fire, and EMS Clients |
| ❖ Crime Analysis | ❖ Mugshot |
| ❖ Detective / Internal Affairs | ❖ ODBC Data Dictionary Files (DDF's) |
| ❖ Employee | ❖ Parking |
| ❖ Gang Tracking | ❖ Property & Evidence |
| ❖ Mobile Mapping Client | ❖ Traffic Citation |
| ❖ Internal Affairs | ❖ Traffic Warning |
| ❖ Law Administration | ❖ Training |
| ❖ Law Imaging and Photo Lineup | ❖ Warrants |

5. Fire Records Management System (RMS)

Fire Records Management System is provided by CentralSquare's IMC product. The system was initially installed in 2019 and last updated in 2025.

NSR911 utilizes the following modules within its RMS:

- | | |
|-----------------------|-----------------------|
| ❖ Fire Administration | ❖ Hydrant Maintenance |
| ❖ Asset Management | ❖ Inventory |
| ❖ Complaints | ❖ Inspections |
| ❖ Fleet Management | ❖ Master Names |

⁵ IMC's CAD system is capable of AVL reporting and can be configured based upon departmental needs.

- ❖ Mobile Field Reporting
- ❖ ODBC Data Dictionary Files (DDF's)
- ❖ Permits
- ❖ Personnel
- ❖ Pre-plans
- ❖ Training

6. CAD and Police / Fire RMS Annual Maintenance

Annual Maintenance for CentralSquare's IMC Computer-Aided Dispatch (CAD), police records management system (RMS), fire RMS, and associated interfaces is paid for by NSR911. This includes all IMC CAD/RMS modules currently supported by NSR911.

7. Mobile Data Terminals (MDTs)

Member communities use MDTs to run IMC Mobile. This allows users to see active calls, call comments, site file information, and even run NCIC queries (authorized users only).

8. Mapping and GIS

Mapping is achieved through CentralSquare's IMC product. While the mapping is based on Google Maps, the center can add GIS layers when appropriate. For example, member communities have created a layer for established medical landing zones and fire hydrants. NSR911 also has a close working relationship with local municipal assessors and MassGIS to ensure its 911 system utilizes the most accurate map data on its 911 system.

9. Radio Consoles and System

The radio systems, VHF and UHF, which NSR911 uses to communicate with the public safety agencies they dispatch, are integrated into state-of-the-art Motorola MCC7500 consoles. In addition, the center is connected to the Commonwealth of Massachusetts' Interoperable Radio System (CoMIRS), also known as the "Core." The connectivity provides access to additional state radio systems (i.e., LPS or EVENT channels). It also includes business continuity/disaster recovery (BC/DR) options allowing NSR911 to maintain radio communications from other core connected sites, including at our alternate PSAP.

10. Radio System Infrastructure

NSR911 maintains a robust radio network. The center maintains primary and backup radio connectivity for each member agency frequency monitored. This is achieved through a combination of direct connectivity to each department's radio system and on-site radio capabilities. When possible, system-level connectivity includes direct and diverse connections to each radio component (i.e., repeaters, receivers, comparators, etc.).

11. Fire Station Alerting

A Zetron® Internet Protocol Fire Station Alerting system (IPFSA) is in place at NSR911 and member fire departments. As of Spring 2025, NSR911 has installed the IPFSA system at most member departments and continues working with CentralSquare to configure the interface.⁶ The required

⁶ As of May 1, 2025, NSR911 is currently waiting on CentralSquare to address interface settings before this feature can be activated.

interfaces for IMC and Zetron® are already in place. Once connected, the IPFSA will provide audible and visual alerts for fire/EMS calls at each station.

12. Fire Tones (Paging)

NSR911 currently utilizes two (2) types of tones for each member department: "Still" and "All" Tones. These tones may be programmed with the same, different, or multiple hertz (Hz) tones based on the needs of each member community. Generally, the "Still" tone is used to alert a community's duty crew of certain call types. The "All" tone is used for subsequent calls and various significant call types (e.g., Structure Fires).

13. Fire Alarm Systems

NSR911 monitors fire alarms for the Towns of Middleton, North Reading, and Wenham via a SigCom® system. The center's advisory boards have voted not to take on additional municipal fire alarm systems. Therefore, this service would not be offered to other municipalities (see current Intermunicipal Agreement and list of Core Services).

14. Logging Recorder

Dual/Redundant logging recorders are maintained at NSR911. Each is synchronized with the center's Net Clock to ensure accurate timestamps. Additionally, the center records all 911 calls in addition to NSR911 specific radio frequencies.

15. Emergency Notification System

An Emergency Notification System (ENS) is available to member communities at no cost. Currently, this system is provided by Rave Mobile Alerts®, a Motorola® company. This system allows for alerts/messages to be sent via text, phone call, email, or even posted on social media platforms. If utilized, a member community would be responsible for appointing a system administrator and users to maintain its system.

16. NSR911 Server Infrastructure

NSR911 manages a robust server system that includes IMC's Computer Aided Dispatch (CAD) and Law/Fire Records Management System (RMS). Each member agency connects to the center via secure virtual private networks (VPNs). Data is backed up on a regular basis. The current setup is more than sufficient for the existing member community's needs.

17. Remote Agency Access

Remote Agency Access is achieved through two (2) separate licenses. One is through an Azure® Active Directory License, and the other is via Windows® Remote Desktop Server Client Access Licenses. This is procured on an as-needed basis; NSR911 would need to purchase additional licenses to onboard another department/community.

3. TECHNOLOGY ANALYSIS

An assessment of technological capabilities and the associated cost estimates are critical components of integrating Hamilton PSAP into NSR911. This section provides cost estimates and

analyses of the various integration components. Where applicable, cost estimates detail Non-Recurring Charges (NRC) and Annual Recurring Charges (ARC).

3.1 911 Network and Answering Equipment

The Commonwealth of Massachusetts provides all 911 CPE and call-taking hardware and software for every PSAP in the state. It utilizes a Next Generation 911 (NG911) system that uses multiple servers traveling over diverse routes. Migrating Hamilton's calls to NSR911 would require minimal effort from State 911 and Comtech. The process would be accomplished through a Modify/Add/Change, or MAC request, and coordinated by State 911 and Comtech. **All costs resulting from the MAC would be incurred by State 911.**

3.2 Administrative Telephone Equipment

The Town of Hamilton would need to update its an auto-attendants at the Police and Fire Department and then add an option to transfer specific calls to NSR911. We would then add Hamilton's calls into the current system using the following considerations:

- Hamilton will need to forward specific lines/calls to NSR911
 - NSR911 will need to procure two (2) Direct Inward Dial (DID) telephone lines⁷ (one for police and one for fire).
 - NSR911 would also need two (2) cloud extensions
- Under this process, Hamilton would be able to continue using internal transfers within its network.
- **Cost estimate would be about \$36 per month for NSR911 or ~\$430/year ARC.**

3.3 Computer-Aided Dispatch

It is recommended that the police department migrate to NSR911's CAD/RMS system. NSR911 would work with Hamilton to migrate existing CAD/RMS data into NSR911's system. It would also work with Hamilton's system administrator to ensure existing entries are appropriately mapped and data is converted. NSR911 would work with various municipal officials to ensure that streets, address ranges, intersections, and other points match the data on file with the town's assessor and Mass GIS offices. NSR911 would also need to obtain licenses for the Field Ops application that is part of the existing CAD/RMS system.

NSR911 would assume Hamilton's existing licenses for CAD Query and Reporting. It estimates there would be \$220 ARC. Field Ops licenses are estimated to cost \$1,300 ARC and would provide Hamilton with 10 licenses.

3.4 Records Management System

NSR911 would transfer existing RMS licenses for Hamilton Police and purchase additional licenses as noted below for each associated interface. Hamilton Fire does not seek to use IMC Fire RMS, therefore no costs for Fire RMS are included in this section.

⁷ NSR911's existing administrative VoIP system allows multiple concurrent calls to occur with minimal telephone numbers.

Cross Agency, Fingerprint, Forms, Mapping, NCIC, and Pervasive modules would need to be purchased. Approximate cost is \$6,700 NRC and \$6,700 ARC.

3.5 IMC Administration System

NSR911 would need to procure licenses for the Administration module for the police department. This is a service provided to all member departments. As such, these modules would need to be procured for Hamilton. Hamilton Fire does not seek to use IMC Fire Admin Module, therefore no costs for Fire RMS are included in this section.

It is estimated that these modules would cost approximately \$2,200 NRC and \$430 ARC.

3.6 IMC Mobile System

Based on Hamilton's survey, it was determined that most police vehicles, and only two fire vehicles, have Mobile Data Terminals. NSR911 would recommend dedicated MDTs for each Police and Fire vehicle with connectivity to IMC's mobile system.

It is estimated that these modules would cost approximately \$26,000 NRC and \$10,200 ARC to outfit all vehicles with IMC Mobile and Mapping software.

3.7 IMC Training Courses

Since Hamilton Police already use IMC, we believe that one day of system administrator training and one day of Go-Live assistance would be needed.

It is estimated that the cost of associated training courses would be approximately \$3,300⁸ NRC.

3.8 Data Conversion & Project Management

Hamilton currently uses IMC's CAD/RMS software for police and dispatch. The fire department currently uses ESO for Fire RMS. At this time, data conversion would only include police & CAD data. The fire department is interested in migrating to an alternative RMS system, along with other member fire departments. Should this migration occur, we would need to consider data conversion. NSR911 would recommend converting all legacy CAD and Law RMS data into NSR911's system, if possible and feasible. This is a very time-consuming process and requires a strong commitment from system administrators. Based on the current environment, NSR911 anticipates that it would likely take a vendor 18+ months to convert this data. System administrators should plan on spending approximately 80+/- hours over several months reviewing converted data.

It is estimated that data conversion & project management may cost approximately \$40,000 NRC.

3.9 CAD and Law/Fire RMS Annual Maintenance

As part of its core offering, NSR911 covers the costs associated with CAD and Law/Fire RMS⁹ Annual Maintenance. Specific costs associated with this are detailed in each applicable section.

⁸ Costs identified in this section are for courses/instructor costs only. This does not include salary costs that would be Rowley's responsibility.

⁹ Currently this only covers NSR911 maintained RMS systems and would not include the costs to maintain ESO.

3.10 Mobile Data Terminals (MDTs)

NSR911 provides each police, fire, and EMS frontline vehicle with a state-of-the-art MDT. Hamilton indicated it has a total fleet of 19 vehicles. Hamilton units would benefit from the data communications capabilities the client offers. Apart from the DCJIS capability, the IMC mobile system provides car-to-car messaging, an embedded mapping client, AVL capability, and silent emergency button capabilities. It would also allow CAD events to be transmitted directly to the mobile data client and then imported into the CAD and/or RMS to complete reports.

NSR911 estimates that it would cost approximately \$8,000 per MDT (including mounts and installation) for a total of \$142,500 NRC to outfit the Hamilton Police and Fire Departments with MDTs.

NSR911 would also need to procure 19 mobile air cards to establish data connectivity with its server infrastructure. **This currently costs approximately \$40 per month per connection. Based on 19 connections X \$40, it is estimated that this would cost \$760 per month or \$9,120 per year ARC.**

3.11 Mapping/GIS

Adding GIS layers into the IMC mapping system can be accomplished without incurring any additional costs to NSR911 or Hamilton. This mapping provides multiple data layers for the region in which the NSR911 serves. **There would be no cost to NSR911 to add mapping/GIS features.**

3.12 Radio System

The following sections discuss the radio integration of Hamilton's Police and Fire Departments into NSR911.

3.12.1 Radio Consoles/Infrastructure at NSR911

Dispatch services for the Hamilton Police and Fire Departments from NSR911 should be achieved through two methods. The primary method would be system-level connectivity with the existing repeaters. This method is further identified in §3.12.2. The secondary, or backup method, would be through the use of control stations operating on the inbound frequency to the main repeater. Two new control stations¹⁰ should be deployed in the NSR911 radio shelter, where they could be integrated into the Motorola MCC7500 radio console system. These new radios could connect to our existing VHF & UHF control station combiners. **It is estimated that it would cost approximately \$40,000 NRC for radios, installation, and programming at NSR911.**

A review of the available Conventional Channel Gateway (CCGW) resources at NSR911 indicates that there are at least four (4) open ports for radio resources. This would allow for one primary and one backup radio for both Hamilton Police and Fire. **This results in no additional costs.**

¹⁰ This includes police channel 1 and fire channel 1.

Once additional resources are added to the NSR911's network, they will need to be added to the existing radio services and preventative maintenance agreement. **NSR911 estimates that this would cost approximately \$1,000 per year ARC.**

3.12.2 Radio Network – Hamilton Police and Fire Departments

The police and fire departments each independently operate their own UHF and VHF radio systems, respectively. Municipal officials noted that each radio system operates at the same locations. The transmit (talk out) coverage is adequate throughout town, but the talkback (portable to repeater) coverage is lacking in at least one area of town. Each system is comprised of one (1) primary and one (1) backup repeater, in addition to three (3) receiver sites (including the primary and backup sites). All sites are currently connected through Verizon fiber lines with Motorola MLC voters.

Hamilton is also faced with another urgent challenge – the building that houses the town's primary repeater is due to be demolished within the next approximate 12 months.

To solve the current radio issues, and to improve interoperability, we believe that the radio systems could be enhanced through integration with the Wenham Police and Fire Radio Systems. Since each department's repeaters are located at the same site, the outbound coverage is identical. And with minimal investment, that talkback coverage (e.g., portable radio to the repeater) on both towns' systems could also be identical. To address this, we would recommend the following:

- Relocate Hamilton's primary repeaters to adjacent building (existing location is being demolished)
- Relocate Wenham's primary repeater to same building as Hamilton
- Install 2- new UHF and 2- VHF antennas
- Minimum 6-channel combiner and 8- channel receive multicoupler
- Relocate Wenham's backup repeaters to Hamilton PD
- Explore options to either install new UHF and VHF antennas at Hamilton PD or install combiner & receive multicoupler
- Purchase new GRV8000 comparators (four to be located at Hamilton and four to be at NSR911 in Middleton).
- Install at least 4 receivers at pre-existing sites

NSR911 estimates that we would need Receivers, comparators, and associated infrastructure with an anticipated cost of \$300,000 NRC and \$16,500 ARC.

NSR911 benefits by already having system-level connectivity at the current Hamilton primary site. We would also realize a cost savings when moving all radio equipment from Wenham Fire Station to Hamilton Public Safety Center as the existing circuit could be relocated. We would only need to install one additional fiber circuit to a receive only site in Hamilton. **This connection is estimated to be approximately \$350 per month for a total annual estimated cost of \$4,200 / year.**

As part of the system-level connectivity project, switches and routers would need to be procured in addition to setting up and programming the backhaul connectivity. This would involve installing 1 new switches at Hamilton's receiver site. **NSR911 estimates that this would be a one-time cost of \$6,500.**

3.12.3 Radio Licensing

NSR911 would need to secure licenses to transmit on applicable Hamilton radio frequencies as part of the onboarding process. A consultant should be hired to fill out the appropriate application forms (i.e., FCC Form 601), produce required letters of concurrence (if needed), and any other documentation as may be required to appropriately license NSR911 to operate on Hamilton's radio frequencies. **It is estimated that this would cost approximately \$2,000.**

3.12.4 Radio Power (UPS/Generator)

At the time of this report, none of the Hamilton sites require new UPS and or Generators. **It is estimated that this would cost approximately \$0.**

3.13 Fire Station Alerting

Hamilton currently uses a Zetron Model 6 system. We believe that the Model 6 is not able to integrate with NSR911's existing IPFSA system. NSR911 anticipates it would need to procure 1- Zetron 6203, 1- Zetron 6204, and 1- Handset. NSR911 would also likely need to install a pedestrian door access system, similar to other deployments. **NSR911 estimates this would likely cost \$55,000 NRC.**

3.14 Fire Tones (Paging)

Based on NSR911's analysis of Hamilton's current fire tones, NSR911 would offer two separate tones for Hamilton – a "Still" tone and an "All" tone. As previously discussed, these could use the same, different, or multiple hertz (Hz) tones based on the needs of Hamilton. **There is no charge to add tones to NSR911's radios or consoles.**

3.15 Logging Recorder

The State 911 Department provides a dual-redundant logging recorder to NSR911. The center would likely need to add four (4) radio channels onto the recorder. A MAC would need to be submitted; however, **this would not incur any additional costs to NSR911.**

3.16 Emergency Notification System

Hamilton indicated that it is interested in migrating to NSR911's ENS system. Hamilton is exploring the possibility of exporting their existing lists for importations into NSR911's system. **This would likely result in an increase to our current contract by approximately \$750 ARC.**

3.17 NSR911 Server Infrastructure

As discussed in § 2.3.1 Technology, NSR911 has sufficient server capacity within its cluster to handle the Hamilton Police and Fire Department's needs. **NSR911 estimates no additional costs.**

3.18 Remote Agency Access

As discussed in § 2.3.1 Technology, NSR911 would need to purchase Windows Remote Desktop Server licenses and Azure Active Director licenses. Both of these would be required on a 1:1 basis. The Town of Hamilton indicated that it has 20 police and 35 fire personnel (however, only three (3) firefighters would likely access). NSR911 would also need to buy three (3) firewall appliance devices and add them to its annual maintenance contract. **The Windows Remote Desktop Server license costs ~\$90/ea and is a non-recurring charge (NRC) totaling \$2,070. Azure Active Directory is an annual recurring cost (ARC) at ~\$15/ea for a total ARC of \$345. We anticipate the firewall will cost approximately \$6,900 NRC (including setup costs) with an annual maintenance cost of \$850 ARC.**

3.19 Station Security

Representatives from the police department expressed an interest in having its station monitored by NSR911. Since the fire department uses the same lobby, it would not need an additional camera/intercom. This would require a camera, recording equipment, intercom telephone, and VoIP telephone license. **NSR911 estimates that it would cost approximately \$11,200 in one-time charges and \$1,120 in recurring charges to complete this.**

3.20 Internet Connectivity

While the primary connection between Hamilton and NSR911 would be achieved through the town's existing ISP. A separate connection should be established using a wireless ISP. **NSR911 estimates it would cost approximately \$480 ARC to complete this.**

3.21 Technology Integration Cost Summary

The following table represents changes required from each technology area to integrate dispatch of the Town of Hamilton public safety agencies into the NSR911.

Table 7 – Hamilton Technology Integration Cost Estimate Summary

Section	Estimated ARC ¹¹	Estimated NRC ¹²
3.1 – 911 Network and Answering Equipment	State Cost	
3.2 – Administrative Telephone Equipment	\$430	\$0
3.3 – Computer-Aided Dispatch Licenses	\$1,520	\$0
3.4 – Records Management System	\$6,700	\$6,700
3.5 – IMC Administration System	\$430	\$2,200
3.6 – IMC Mobile System	\$10,200	\$26,000
3.7 – IMC Training Courses		\$3,300

¹¹ ARC is Annual Recurring Charge

¹² NRC is Non-Recurring Charge (i.e., One-time charge)

3.8 – Data Conversion & Project Management	\$0	\$40,000
3.9 – CAD and Law/Fire RMS Annual Maintenance	Outlined in each row	
3.10 – Mobile Data Terminals (MDTs)	\$9,120	\$142,500
3.11 – Mapping/GIS	\$0	\$0
3.12 – Radio System	\$21,700	\$348,500
3.13 – Fire Station Alerting	\$0	\$55,000
3.14 – Fire Tones (Paging)	No Cost	
3.15 – Logging Recorder	State Cost	
3.16 – Emergency Notification System	\$750	\$0
3.17 – NSR911 Server Infrastructure	\$0	\$0
3.18 – Remote Agency Access	\$1,195	\$8,970
3.19 – Station Security	\$1,120	\$11,200
3.20 – Internet Connectivity	\$480	\$0
Total Cost Estimates	\$53,645	\$644,370

4. STAFFING ANALYSIS

4.1 Town of Hamilton Workload

Under routine operations, Hamilton PSAP is staffed by one telecommunicator (at the police station). However, during storms and critical incidents, the department may increase staffing. The total workload of these personnel is determined by the following.

- ❖ 911 Calls
- ❖ Dispatch positions
- ❖ Administrative Telephone Calls
- ❖ Ancillary Duties

As previously mentioned, the Town of Hamilton serves as the BAPERN North District Control Point. It is unknown whether the Control Point duties would transition to NSR911. Duties include conducting ~2 radio checks via the North District and/or Area Wide 3 radio system per month and coordinating planned/emergency channel usage on the North District, North Tactical, and Area Wide 3/4 channels. If the control point responsibilities transition to NSR911, we anticipate this could be accomplished with a minimal staffing impact.

4.1.1 911 Volume and Dispatch Responsibilities

The impacts of integrating the additional Hamilton call volume and dispatch responsibilities are discussed in subsequent sections.

4.1.2 Ancillary Duties

NSR911 has created a proposed list of its core services. This is available in APPENDIX A of this document. It outlines the standard ancillary duties that NSR911 would perform. This would

include lobby interactions, utility notifications, tow notifications, and the processing of business telephone calls through an auto-attendant telephone system.

4.2 NSR911 Staffing Impact

4.2.1 Dispatcher Staffing

The Hamilton PSAP received a yearly average of 1,408- 911 calls, 18,608- business calls, 19,463- CAD Calls for Service, and 3,675 station walk-ins. The Hamilton Police Department records an average of 15,039 police incidents, 15 arrests, and 162 accidents per year. This averages out to 124 incidents per day. The Hamilton Fire Department recorded an annual average of 599 fire incidents, 437 EMS incidents, and 359 fire inspections per year. This worked out to be about 4 incidents per day.

4.2.2 Staffing Summary

In performing the staffing analysis, NSR911 considered two different scenarios: (1) immediate needs and (2) considerations regarding the current North Reading onboarding. NSR911 anticipates that North Reading will Go Live in late Fall 2025 and is in the midst of an active hiring campaign to recruit telecommunicators. After thoroughly reviewing the average volume of 911 calls, administrative calls, and police/fire activity¹³, NSR911 believes that it has a sufficient number of telecommunicators based on the previous North Reading feasibility study.

We used APCO's Project RETAINS staffing tool and the Erlang-C calculator based on reported call volume and CAD entries to determine this. NSR911 applied industry standards and best practices when conducting these calculations. NSR911 also applied our subject matter expertise by considering the current NSR911 capacity for expansion in staff training, automated systems improvements/expansion, and understanding that Hamilton would be using an auto-attendant telephone system.

Additionally, as NSR911 grows, it is finding the need for additional support staff. Based on NSR911's current needs, in addition to the needs of North Reading and Hamilton, we believe that 0.5 full-time equivalent (FTE) is needed to support our CAD/RMS systems, and 0.5 FTE is needed to support our radio systems.¹⁴

One (1) CAD/RMS/Radio Technician is budgeted at \$90K plus 42% Other Post-Employment Benefits (OPEB). This would cost approximately \$127,800.

Table 8 – NSR911 Estimated Additional Staffing Costs

Category	Estimated ARC
Staffing Costs	\$127,800

¹³ Based on existing staff to frequency setup.

¹⁴ These positions have been previously identified in other feasibility studies conducted in 2025. At this time, NSR911 only needs the 0.5 CAD FTE and 0.5 Radio FTE. For transparency, it is being included in each study.

4.2.3 Call Taking and Dispatch Methodology

Traditionally, telecommunicators in smaller PSAPs often simultaneously function as a combined call taker and dispatcher. In other words, the incoming call is received and processed, and the same telecommunicator sends field units. Most often, this methodology works well in this environment. The splitting of functions represents significant changes from the traditional one-person-does-it-all approach but does provide benefits that cannot be achieved when a single telecommunicator performs both functions.

A true call taker and dispatcher system allows call-takers to be online with the caller, obtaining vital information for responders while the dispatcher sends units simultaneously. 911 callers are queried to determine the incident type (nature), the incident location, vital information, and the calling party's name and callback phone number. The call information is then sent via CAD to the appropriate dispatcher(s) for radio dispatch of field units. For example, CAD will generate two incidents, one police, and one fire, for a call that requires both police and fire response, ensuring that both response agencies are notified at the same time. When the call-taker remains online with the caller (when necessary), further information important to the response and mitigation of the incident can be gathered, entered into CAD, viewed by the dispatcher(s), and relayed to the field units. This model will provide the best possible service to callers by potentially reducing the overall response time through a faster dispatch time. This methodology also allows the call taker and dispatcher to both focus on obtaining necessary information and dispatching units without having to manage an upset caller, field personnel, and potentially additional incoming calls. The key to achieving maximum efficiency in call taking and dispatch is standardized call-taking protocols and effective use of the CAD system so that communications between call-taker and dispatchers are seamless.

In scenarios where a caller is in danger, best practices dictate that the call taker stays on the line with the caller until help arrives. The call taker provides updates for the dispatcher(s) and responders throughout the call via the CAD system. Situations where a caller may remain on the line may include in-progress/just occurred events and suicidal or homicidal persons. In these instances, the responders are already dispatched and are kept apprised of the updated information by the dispatcher(s). The unit's/apparatus' initial dispatch response, overall, will be potentially reduced by having the call available for dispatch simultaneously for all appropriate responders.

Taking this concept one step further, the dispatcher's role is generally split between fire, EMS, if appropriate, and law enforcement. This structure ensures that police, fire, and 911 callers all receive the same high-quality service from the PSAP.

In addition to allowing telecommunicators to better focus on only call taking or dispatching, splitting the functions helps the PSAP achieve the following industry standards for call taking:

- ❖ **NENA-STA-020.1-2020 & NFPA 1221 (2019 Edition) §7.4.1**, 911 Call Answering Standards, state that ninety percent (90%) of all 911 calls arriving at the Public Safety Answering

Point (PSAP) shall be answered within fifteen (15) seconds and ninety-five (95) percent of all 911 calls should be answered within twenty (20) seconds.

❖ **NFPA 1221 (2019 Edition), Chapter 7 Annex A.7.3.1** states, "...Consider the following two concepts of communications center operations:

1. Vertical Center. A telecommunicator performs both the call taking and dispatching functions
2. Horizontal Center. Different telecommunicators perform the call-taking and dispatch functions.

Telecommunicators working in a vertical center are known to engage in multitasking, which can inhibit their ability to perform assigned job functions.

These standards can be difficult to meet when a single employee must juggle multiple job functions simultaneously. As a center of excellence, NSR911 has adopted numerous key performance indicators (KPIs) for administrative, operations, and quality assurance. More information on NSR911's KPIs can be found at www.mass.gov/nsr911. Then, click "Reports / Statistics" and select the most recent "Key Performance Indicators" document.

4.3 Training

The NSR911 initial training requirements for their telecommunication staff include:

- ❖ 16-Hour 911 Equipment (CPE) training
- ❖ 40-hour APCO Basic Public Safety Telecommunicator Training
- ❖ 32-Hour APCO Emergency Medical Dispatch Training
- ❖ 8- Hour Cardio-pulmonary resuscitation (CPR)
- ❖ 32-Hour APCO Fire Communications
- ❖ 32- Hour APCO Law Communications
- ❖ FEMA - IS 100 Introduction to the Incident Command System
- ❖ FEMA - IS 200 Basic Incident Command System
- ❖ FEMA - IS 700 National Incident Management System
- ❖ FEMA - IS 800 National Response Framework, An Introduction
- ❖ 16-Hour CJIS Training & Testing
- ❖ 24-Hour Basic CAD Training
- ❖ 8- Hour Call Taking Basics Class
- ❖ 40-Hour Basic Call Taking Workshop (CAD Lab)
- ❖ Mental Illness Call Taking Training (Online Course)
- ❖ Suicidal Callers Call Taking Training
- ❖ Alzheimer's Call Taking Training
- ❖ Seabrook Nuclear Training
- ❖ State Ethics Online Training for State Employees
- ❖ National Center for Missing & Exploited Children
- ❖ Homeland Security Suspicious Activity Reporting Training

Other specific training that needs to occur prior to cutover needs to include:

- ❖ Identification and standardization of common protocols for Town of Hamilton agencies by agency heads.
- ❖ Adjustments and acclimation to unique requirements for call taking and dispatching of Hamilton emergency responders.
- ❖ Updated radio console and CAD system training that covers the changes implemented in these systems to accommodate the Town of Hamilton
- ❖ Town of Hamilton specific nuances and geography, including ride-alongs with Police & Fire

5. SPATIAL ANALYSIS

NSR911 evaluated the number of consoles within its building and identified that no additional console furniture would be required if Hamilton were to join the center.

6. TRANSITIONAL COST ANALYSIS

NSR911 analyzed the cost of transitioning the Town of Hamilton's PSAP and police/fire emergency communications into NSR911. The following information provides an overview of technology and staffing costs should the Town of Hamilton move forward with the transition to NSR911.

6.1 Technology Costs

In Table 8 – Hamilton Technology Integration Cost Estimate Summary, NSR911 identified the technology changes required to transition Hamilton to NSR911 successfully. This information is provided as a high-level estimate and does not include all direct or indirect costs associated with consolidating a PSAP; however, it does identify the significant costs that must be addressed for NSR911 to provide dispatch services for Hamilton.

6.2 Staffing Costs

As noted in Table 9 – NSR911 Estimated Additional Staffing Costs, NSR911 would need to add one FTE to support CAD/RMS/Radio systems.¹⁵ **We estimate this would cost \$90K annually plus 42% Other Post-Employment Benefits (OPEB). This would cost approximately \$127,800 ARC.**

6.3 Total NSR911 Estimated Integration Costs

The following table summarizes annual recurring charges (ARC) and non-recurring charges (NRC) for integrating the Town of Hamilton into NSR911. These are charges that would be paid for by NSR911 with no cost required for Hamilton for onboarding.

Table 9 - Total NSR911 Estimated Integration Costs

Total NSR911 Estimated Integration Costs		
Category	Estimated ARC	Estimated NRC
Technology Costs (Table 8)	\$53,645	\$644,370

¹⁵ Refer to Footnote 14

Additional Personnel Costs (Table 9) ¹⁶	\$127,800	\$0
Total Estimates	\$181,445	\$644,370

7. ADDITIONAL CONSIDERATIONS

As part of this feasibility study, it is important to identify that other communities are simultaneously interested in joining NSR911. This feasibility study, along with others conducted during the same time period, only takes one community into consideration.

7.1 Report Validity, Expiration, and Potential Need for Supplemental Analysis

Validity Period:

This report is valid for 90 calendar days from issuance.

Report Expiration:

After 90 calendar days, the report's information may no longer be accurate or relevant, and the report may be considered outdated or invalid. If a community decides to join NSR911 after the report's expiration date, an update to this feasibility report may be required.

Supplemental Analysis:

A supplemental analysis may be required if additional communities sign an Intermunicipal Agreement (IMA) to join NSR911 within 180 days of this report being issued. This analysis will need to review considerations that are identified in this section as well as a decision matrix to identify a timeline and order for onboarding.

7.2 Other Communities of Interest

While conducting this feasibility study, NSR911 has also received Letters of Intent from at least two other communities. This section identifies additional considerations that need to be taken in the event that multiple communities pursue joining NSR911 within close proximity to one another.

7.3 Supplemental Staffing Considerations

Section 4 of this report outlines staffing considerations using calculations based on current NSR911 call volume, North Reading's anticipated call volume, and Hamilton's call volume. Other feasibility reports are also currently being conducted using the same methodology. If one or more other communities decide to join NSR911, a new staffing analysis would need to be performed based on the total call volume impact. These combined calculations may result in the need for additional operational, support, and/or administrative staff.

7.4 Supplemental Technology Considerations

¹⁶ Refer to Footnote 14

Section 3 of this report identifies technological needs based on one community joining NSR911. Similarly to §7.3 above, NSR911 will need to perform a supplemental technology analysis if additional communities join.

7.5 Other Radio Considerations

The current Intermunicipal Agreement (IMA) requires all member communities to transition to a shared radio frequency system. NSR911 is exploring potential solutions to satisfy this obligation for all member communities. These potential solutions may require Hamilton to immediately be part of a shared radio system. As part of our review, existing sites and infrastructure may also be a factor that we consider.

7.6 Other Public Safety Considerations

Other considerations that may be a part of any supplemental analysis may include:

- a. Perspective communities' geographic proximity (does the community border existing NSR911 communities);
- b. Routine mutual aid sent/received with member communities; and
- c. Perspective communities' dispatch staffing crises (if applicable).

8. APPENDIX A

8.1 PROPOSED CORE SERVICES

This section identifies proposed core services that NSR911 would offer to the Town of Hamilton:

1. 911 Public Safety Answering Point (PSAP):
 - Answer Emergency 911 calls
 - Answer business lines on an emergency basis
 - Monitor Member shared radio frequencies
 - Monitor Mutual Aid Radio frequencies (BAPERN, CMED, MEMA, Fire District Control Point for situational awareness purposes)
 - Dispatch Police Fire and Ambulance resources for member communities including mutual aid and dispatch
 - Emergency notifications to utility companies, DPW, animal control, etc.
2. CJIS/Criminal record inquiries/ Arrest packets for **active calls for service**
3. Incident involvements for active incidents **IF** CAD allows backfill
4. Detail requests - forwarding name/number to single POC
5. Enter calls for service entries
6. Entering NCIC Warrants, Missing Persons, etc.
7. CAD Administrator
8. CAD Statistics
9. Automatic text/email Fire pages
10. Notifying DPW after hours - Single POC
11. Notifying ACO 24/7-one notification (page/call)
12. Requesting Tow Company

- 13. Monitor IAMRESPONDING
- 14. Lobby Interactions
- 15. Emergency Notifications Systems

Priority Goals for 2023

			MET	NOT MET
1		Water		
1	A	Complete pre/post-Treatment Project	X	
	B	Complete or developed strategy plan for regionalization of water, , including implementation recommendations and next steps for June goal setting	X	
2		Cell Tower		
	A	Develop options for a third site		X
	A1	Reach out to Everest to engage them to develop the public safety site. If they would work with us on an additional site, we'd like to give them priority		X
	A2	Look at town owned properties for viable option		X
	A3	Expand carriers at the existing tower. Report out on coverage maps		X
3		Town Hall		
3	A	Plan we can take to town meeting that does not require debt exclusion. Sensitive to the schools vs Town Hall	X	
4		Communication		
4	A	We completed an upgrade to the website	X	
	B	Website analytics		X
	C	Code red sign ups	X	
	D	How many followers to the Hamilton town page		X
	E	What are our current communication protocols, cadences, expectations. We can use this to make recs for improvements in June	X	
		Task & Support		
1		HIGH PRIORITY: Ensure socialization of GCTS recommendations to town at large		
	A	Presentation at town meeting	X	
	B	Participation in meetings/hearing	X	
	C	Other outreach as determined		X
2		Minutes	X	
3		Onboard HEIC	X	
4		Sidewalks/safety/visibility	X	
5		Brickends Contract		X
6		Do or delegation of Board Binder		X
		Monitor & Support		
1		MPSC	X	
2		Patton Homestead	X	
3		Patton Master Plan	X	
4		HEIC	X	
5		GCTS MP	X	
6		Developable Land		X

Year End Review by June 1
 Goal Setting by EOM June
 October/November mid-year review
 End of March- YE review

GOALS:
SELECT BOARD EXPECTS MEASURABLE, DELIVERED PROGRESS AGAINST GOAL AS OUTLINED
WATER:
- Complete the pre and post treatment
- Complete or developed strategy plan for regionalization of water
o Implementation recommendations
▪ Next steps for June goal setting
CELL TOWER
- Develop options for a third site
o Reach out to Everest to engage them to develop the public safety site
▪ If they would work with us on an additional site, we'd like to give them priority
o Look at town owned properties for viable option
o Expand carriers at the existing tower
▪ Report out on coverage maps
TOWN HALL
- Plan we can take to town meeting that does not require debt exclusion
o Sensitive to the schools vs Town Hall
COMMUNICATION
- We completed an upgrade to the website
- Website analytics
- Code red sign ups
- How many followers to the Hamilton town page
- What are our current communication protocols, cadences, expectations
o We can use this to make recs for improvements in June
TASKS & SUPPORT:
SELECT BOARD EXPECTS TO BE APPRISED AND ASSURED OF REASONABLE ONGOING PROGRESS:
- HIGH PRIORITY: Ensure socialization of GCTS recommendations to town at large
o Presentation at town meeting
o Participation in meetings/hearing
o Other outreach as determined
- Minutes

- onboard HEIC,
- SIDEWALKS/safety/viability,
- Brick Ends contract,
- do or delegation of board binder
MONITOR AND SUPPORT:
- MPSC
- Patton Homestead
- Patton Park Master Plan
- HEIC
- GCTS MP
- Developable land
FOR JUNE:
SELECT BOARD EXPECTS TO CREATE MEASURABLE GOALS AFTER MID YEAR
REGIONALIZATION; Additional opportunities for regionalization 1-5 years
SCHOOL RELATIONSHIP
- Buildings
- Operating costs
- Regional Agreement
INCREASED OUTREACH AND COMMS: Better, more consistent communication to and from the town and town officials

Town Manager Evaluation Form for Fiscal Year 2023						
Evaluation Date:						
			NOT APPLICABLE	EXCEEDS GOALS	MEETS GOALS	NEEDS IMPROVEMENT
1	General Management and Communication					
1	A	Prepares and distributes materials, information and reporting to Town boards, committees, staff and residents including posting this information on website				
1	B	Provides recommendations to assist the Select Board, Finance Committee, and Town Meeting in policy development and decision making				
1	C	Demonstrates ability to successfully execute provisions of Mass. General Laws, Town Charter & By-laws, Town Meeting votes, and votes of the Board of Selectmen per the Special Act.				
1	D	Effectively oversees Town's interests in all matters of litigation and delegates proper and efficient use of our town counsel.				
1	E	Keeps abreast of current developments in the field of public administration.				
2	Personnel Management					
2	A	Exercises leadership that promotes a positive, effective and productive work environment for all town staff.				
2	B	Instructs staff on town policies and properly supports their implementation				
2	C	Provides leadership in negotiating collective bargaining agreements with employees.				
2	D	Develops departmental objectives and relates them to the Town Manager's goals as established by the Select Board.				
2	E	Develops and maintains a system for senior staff performance evaluations and merit pay.				
2	F	Properly manages staff, sets goals, gives good direction, has continuous follow thru as well as promotes training and personal improvement goals for all employees with the result of attracting and maintaining effective employees				
3	Financial Management					
3	A	Plans and organizes the preparation of annual budget that provides financial plan for all Town departments & activities.				

3	B	Continually modifies and improves the long and short term budgeting process utilizing our financial policies.					
3	C	Works with Capital Committee and Develops and updates capital improvement plans to appropriately address Town infrastructure needs. Creates yearly report.					
3	D	Aggressively pursues, researches, reviews and submits on available Federal, State, and private grants in support of prioritized Town operational and capital needs.					
3	E	As Chief Financial Officer properly oversees integrity of Town funds, properly solicits funds and makes informed decisions.					
3	F	Effectively supervises bids and proposals, negotiates and awards contracts in the best interest of the Town.					
4		Planning					
4	A	Anticipates the needs of the Town and develops a proactive approach to developing plans and proposals to meet current and future town needs					
4	B	Follow master plan in determining and planning for future space and facility needs to operate Town government effectively					
4	C	Plans for the timely repair and maintenance of all Town-owned facilities.					
4	D	Demonstrates the ability to successfully deal with unforeseen and uncontrollable local, regional or global events affecting the Town's financial, physical and/or social well being.					
4	E	Periodically reviews and suggests improvements to Town policies and procedures.					
5		Interorganizational Cooperation					
5	A	Works effectively with Federal, State, County, Government representatives, Regional communities, and the HWRSD Committee.					
5	B	Properly Monitors, manages, and works effectively with our Regional and Wenham Shared Services, Employees, and Departments.					
5	C	Maintains good working relationships with other areas of government to, including public safety departments to maximize coordination and economy of service delivery effectively.					
6		Professional Growth and Goals					

6	A	Actively pursues own professional development by attending and participating in professional meetings and training.					
6	B	Models effective management practice through delegation.					
6	C	Properly communicates to the Board of Selectmen, future needs and requirements required to continuously improve job performance as well as town deliverables					
7		Community Outreach					
7	A	Implements town policies and develops plans to gain public support and consensus for them.					
7	B	Does the current Bi-Weekly town manager report an effective system of reporting to the public the current plans and activities of the and present to Select Board & Town staff.					
7	C	Promotes effective and open communications with the public, making full use of all media and personal visibility in representing the Town					
7	D	Demonstrates sensitivity and responsiveness to individuals in accessing Town services.					
7	E	Supports and recognizes the efforts of volunteer in the community including both town and local organizations, and invites them to share and communicate their progress and objectives.					
7	F	Instills an open door, customer friendly attitude on behalf of Town government toward citizen concerns and manages a response to all requests in a timely and professional manner					
8		Priority Goals for Fiscal 2025					
					MET	NOT MET	
1		Water					
1	A						
	B						
2		Cell Tower					
	A						
	A1						
	A2						
	A3						
3		Town Hall					

3	A			
4		Communication		
4	A			
	B			
	C			
	D			
5		3A ZONING		
6		GORDON CONWELL ZONING AND REUSE		
		Task & Support		
1		HIGH PRIORITY: Ensure socialization of GCTS recommendations to town at large		
	A			
	B			
	C			
2		Minutes		
3		Onboard HEIC		
4		Sidewalks/safety/visibility		
5		Brickends Contract		
6		Digitization of records		
7		Do or delegation of Board Binder		
		Monitor & Support		
1		Master Plan Implementation		
2		Patton Homestead Future		
3		Patton Park Master Plan Implementation		
4				
5		GCTS MP		
6		Developable Land		

July 2025

📅 **Untitled (1)**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jun 29	30	1	2	3	4	5
6	7 SB	8	9	10	11	12
13	14 STM	15	16	17	18	19
20	21 SB	22	23	24	25	26
27	28	29	30	31	Aug 1	2

August 2025

📅 **Untitled (1)**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jul 27	28	29	30	31	Aug 1	2
3	4 SB	5	6	7	8	9
10	11	12	13	14	15	16
17	18 SB	19	20	21	22	23
24	25	26	27	28	29	30
31	Sep 1	2	3	4	5	6

September 2025

📅 **Untitled (1)**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Aug 31	Sep 1	2	3	4	5	6
7	8 SB	9	10	11	12	13
14	15	16	17	18	19	20
21	22 SB	23	24	25	26	27
28	29	30	Oct 1	2	3	4



Town of Hamilton
577 Bay Road
Hamilton, MA 01936

RE: Everest Infrastructure Partners

Site Name: **South Hamilton 1**

Site Number : **701534** – Lease Buyout Project

Dear Joe Domelowicz,

Everest Infrastructure Partners has engaged Tower Alliance to be their authorized representative for your site lease. Consistent with our conversation regarding Everest's above-referenced site, below please see the following offer for your review and consideration:

- 99 Year Term Easement of the existing premises and a non-exclusive access and utility easement to the site. A one-time, lump sum payment of **\$627,000.00** upon full execution of documents:

This option may not have been available to you when your tower was first installed and may provide you with more flexibility going forward. You remain the owner of your property and all the protections you currently enjoy under your existing lease agreement remain in effect.

Many of our landlords have made the decision to convert their leases after considering the following advantages:

- **Use the monies to manage budget deficits, fund other projects, or to simply mitigate loss of future revenue.**

Please call me at your earliest convenience to discuss the conversion process. It's quite simple and I'll guide you every step of the way until you receive the funds in about 6-8 weeks from signature.

Sincerely,

Samantha Willis
Lease Consultant
1700 South Dixie Highway
Boca Raton, FL 33432
Phone: (561) 419-6864

This Letter is not intended to create any legally binding obligations on the part of you or Everest Infrastructure Partners, or any of their respective affiliates, and no such obligations will exist unless and until a definitive agreement with respect to a transaction is executed and delivered by the parties or their affiliates in their sole discretion, and then only as and to the extent provided in such definitive agreement.



Lisa.diamond713@gmail.com; 781-266-8505

6/14/2025

Mr. Joseph Domelowicz, Jr.
Town Manager
Town of Hamilton, MA
577 Bay Road
Hamilton, MA 01936

Proposal Regarding Site Audit and Carrier Lease Buyout/Easement

Dear Joe,

This letter is an outline of the essential features of the consulting agreement between OWNER ("Client") and Diamond Sell Tower Lease Consulting, LLC ("Consultant"). An executed copy of this letter shall serve as the consulting agreement between the parties (the "Agreement").

TERMS OF THE AGREEMENT

Scope of Work: Consultant will provide the following services to Client.

Right to Negotiate Cell Tower Lease and Sale

The Client does hereby grant to the Consultant the exclusive right to negotiate on behalf of the Client certain easement agreements regarding wireless communications (the "Lease/s or Agreement/s") from one or more Cell Tower Company(s) on terms and conditions acceptable to the Client for the Leases and any leasehold premises/easements located on Client's property. Consultant will request bids from at least six tower companies and present all received bids, along with their terms and conditions, to Client.

Fee - Lease Buyout: Consultant will collect from the **buyer** a fee paid outside of the closing statement. If Varsity/Everest purchases the easement, Consultant will be paid a flat fee from Client of \$5,000.00 at time of closing.

Additional Terms: Client agrees that Consultant will be the main point of contact with Carrier(s)/Tower Companies during the Lease Audit and Sale of the lease. If Tower Companies, Carriers or their Agents contact Client directly, Client will refer them to Consultant.

Info Needed:

Client agrees to provide the following items as available:

- Copies of all wireless communications leases and amendments
- Recent proof of rental income (paystub, bank statement, etc.)
- Tax bills/assessments related to property (if required)
- Authorization to Release Information (Exhibit A)

Term:

This agreement is for the term of one (1) year unless mutually extended by both the Client and Consultant. With 60 days written notice, Client or Consultant may terminate this agreement without cause.

Lease Audit (Leases listed in Exhibit B)

- Review all existing leases and amendments
- Provide Client with a list of actionable items found during audit
- Work with client to collect any payments due

Fee: Lease Audit –Consultant will be entitled to a fee equal to Fifty Percent (50%) of any lump sum monies for prior periods paid to Client that are a direct result of audit completed by Consultant.

If the foregoing correctly expresses our understanding, please indicate so by signing and dating the enclosed copy of this letter at the bottom and returning it to the undersigned.

Very Truly Yours,

Lisa M. Diamond
Diamond Sell Tower Lease
Consulting, LLC

Agreed to and Accepted:

Date: _____

Signature: _____

Print Name: _____

Exhibit A

AUTHORIZATION TO RELEASE INFORMATION

I, Joseph Domelowicz, Manager of the Town of Hamilton, MA, authorize the release of information and documents related to the property and telecommunications leases listed in Exhibit B to Lisa M. Diamond, Diamond Sell Tower Lease Consulting, LLC and their employees and representatives. The release allows Cell Tower Company and Carriers to provide information, documentation and financials to Diamond Sell Tower Lease Consulting, LLC. Tower Companies/potential buyers and their agents will contact Diamond Sell Tower Lease Consulting directly regarding the lease buyout/audit.

This authorization will expire one year from the date of execution. The release of information pursuant to this authorization is limited to the person or organization named above and will not be used for any purpose unless stated. Upon closing of transaction, **buyer** will pay Consultant a fee outside of the closing statement.

Agreed to and Accepted:

Date: _____

Signature: _____

Print Name: _____

Exhibit B

Properties/Leases

Property Address	Tower Company	Site #	Site Name	Company
577 Bay Road, Hamilton, MA 0198	Varsity Wireless	VW2-MA-0061A	South Hamilton1/Town Hall Real Parcel	Everest Infrastructure

Lisa.Diamond713@Gmail.com or Lisa@DiamondSellTowerLeases.Com
781-266-8505