



*Select Board Regular Session Minutes
Swampscott Police Department
Street, Training Room
September 6, 2023, 6:30 PM*

Received by Town Clerk
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SELECT BOARD MEMBERS PRESENT: DAVID GRISHMAN, MARY ELLEN FLETCHER, KATIE PHELAN, PETER SPELLIOS, DOUG THOMPSON

MEMBERS ABSENT: NONE

OTHER TOWN OFFICIALS PRESENT: SEAN FITZGERALD, TOWN ADMINISTRATOR

OTHERS: NONE

A. TOWN ADMINISTRATOR'S REPORT:

- i. KING'S BEACH: TA FITZGERALD SPOKE WITH MAYOR NICHOLSON & DAVID PETERSON, KLEINFELDER, REGARDING CSOs AND THE LACK OF ACTION BY DEP & THE EEOA REGARDING EXPEDITED PERMITTING. MAYOR NICHOLSON WANTS TO TEST THE UV DISINFECTION SYSTEM. THE TOWN ALSO FILED OUR REPORT OF ACTIVITIES UNDER THE CONSENT DECREE. STAKEHOLDERS ARE GOING TO CONTINUE PRESSING THE STATE & FEDERAL GOVERNMENTS FOR HELP.

MS. FLETCHER WOULD LIKE TO SEE WHAT STAKEHOLDERS ARE SPENDING ON THIS & WHAT THE OVERALL FINANCIAL IMPACTS ARE GOING TO BE. MR. THOMPSON REQUESTED THAT THE FULL SELECT BOARD HAVE A DISCUSSION ABOUT THE NEXT STEPS ON KING'S BEACH AS SOON AS POSSIBLE.

- ii. TA FITZGERALD WILL BE MEETING WITH STAKEHOLDERS TO DISCUSS THE PINE STREET/VETERANS HOUSING PROJECT, INCLUDING GENERAL GAYLE-BENNETT WHO NOW WORKS FOR THE STATE'S VETERAN'S SERVICES DEPT. GENERAL GAYLE-BENNETT IS LOOKING TO GET AN IDEA FOR NEED AND FUNDING. THIS IS AN EXTRAORDINARY OPPORTUNITY FOR VETERANS.
- iii. THE SENIOR CENTER HAS A CREDITED STUDENT INTERN PROGRAM THIS SEMESTER; THEY ALSO RECEIVED TITLE IIIB MONEY TO SUPPORT A MULTIGENERATIONAL ART PROGRAM, OPENING MINDS THROUGH ART; HIGH SCHOOL STUDENTS WILL RECEIVE DEMENTIA TRAINING AND WORK ONE-ON-ONE WITH SENIOR CENTER MEMBERS ON ART PROJECTS FOR 3 6-WEEK SESSIONS.
- iv. THE POLICE DEPT. HELD A COMMUNITY FORUM AT FIRST CHURCH TO DISCUSS RECENT HATE ACTIVITIES IN TOWN. HE MADE A CONDITIONAL OFFER TO A POLICE OFFICER. ONE CANDIDATE OUT OF THE 65 THAT TOOK THE TEST QUALIFIED TO BE HIRED.

MR. SPELLIOS ASKED WHAT THE TOWN DOES DIFFERENTLY, THAT ONLY ONE APPLICANT OUT OF 65 IS QUALIFIED BUT 70% OF CIVIL SERVICE TEST TAKERS ARE QUALIFIED. HE FEELS SOMETHING IS WRONG WITH THE TOWN TESTS. MS. FLETCHER AND MR. THOMPSON AGREE. MS. PHELAN WANTS TO ASK WHAT THE TOWN CAN DO BETTER TO GET THE BEST CANDIDATES IN THE TOWN AND TO SEE PROACTIVE STEPS BEING TAKEN. TA FITZGERALD SAT WITH THE POLICE CHIEF AND DISCUSSED CHANGES TO TOWN HIRING PRACTICES. THERE WILL BE MEETINGS WITH THE UNION TO IMPROVE HIRING PRACTICES. MR. THOMPSON ASKED THAT HE SHARE THE NEW HIRING PRACTICES WITH THE SELECT BOARD. MS. FLETCHER THINKS TIME COMMITMENT IS THE PROBLEM AND HAS PUT TOGETHER A TIMELINE RECOMMENDATION AND BELIEVES HIRING CAN BE ACHIEVED IN 41 DAYS.
- v. HUMAN RESOURCES HAS BEEN BUSY AT THE NEW TEACHER ORIENTATION, FILLING FIVE PART-TIME LIBRARY POSITIONS, INTERVIEWING A NEW POLICE CANDIDATE, AND SCHEDULING INTERVIEWS FOR THE SENIOR PLANNER/ASSISTANT PLANNING DIRECTOR.
- vi. THE ATTORNEY GENERAL'S OFFICE ASKED FOR AN EXTENSION TO REVIEW ARTICLE 20, VINNIN SQUARE ZONING. THE ATTORNEY GENERAL HAS 120 DAYS TO APPROVE ALL BY-LAW CHANGES. IF THEY DON'T APPROVE IT OR ASK FOR AN EXTENSION THEN THE BY-LAW IS CONSIDERED APPROVED.

- vii. KP LAW HAS DRAFTED A WARRANT ARTICLE MAINTAINING SEAWALLS FOR SWAMPSCOTT PROPERTIES. THE CONSERVATION COMMISSION IS RECOMMENDING THE TOWN CONSIDER ADOPTING A GENERAL BY-LAW REQUIRING PERIODIC INSPECTION OF PRIVATELY OWNED SEAWALLS.

MR. SPELLIOS: ASKED THAT MISSION ON THE BAY SEND MONTHLY INSPECTION REPORTS AND QUESTIONED WHY THE BOARD HASN'T SEEN REGULAR REPORTS. MS. PHELAN AGREES AND ASKS WHAT THE PLAN IS IF MISSION ON THE BAY DOESN'T COMPLY.

- viii. MAX KASPER, FACILITIES DIRECTOR, AND OTHER STAKEHOLDERS ARE WORKING ON MAJOR TRAFFIC IMPROVEMENTS SURROUNDING THE NEW ELEMENTARY SCHOOL.
- ix. THE HEALTH DEPT. CONTINUES ITS GOOD WORK AT THE SENIOR CENTER EDUCATING SENIORS ABOUT COMPOSTING AND THE HEALTH EFFECTS OF CLIMATE CHANGE. THEY WILL BE HOLDING HIGH DOSE FLU CLINICS FOR INDIVIDUALS 65 AND OVER.
- x. SWAMPTOBERFEST IS THIS SATURDAY, 4-8PM, \$5 PER PERSON/\$20 PER FAMILY, AND INCLUDES LIVE MUSIC, FOOD, A BEER GARDEN AND A KID'S PLAY AREA.

- B. PUBLIC COMMENTS:** ANDREA AMOUR, 15 SHERIDAN RD., REGARDING KING'S BEACH. THE SAVE KING'S BEACH PAGE HAS OVER 1,000 MEMBERS. SHE FEELS TESTING SHOULD NOT STOP BECAUSE BEACH SEASON IS OVER, 91% OF DAYS WERE UNSAFE THIS SEASON AND ASKS THE SELECT BOARD TO FOCUS ON THIS ISSUE, NAHANT, NORTH OF THE BATH HOUSE, WAS CLOSED 55% OF THE SEASON. SHE ASKS THAT THE TOWN PRIORITIZE LINING PIPES, ADD ADDITIONAL TESTING, PHYSICAL WARNINGS ON THE BEACH AT STACY'S BEACH, WARNINGS AT OTHER BEACHES IF THERE'S BEEN A HEAVY RAIN EVENT AND TO HOLD MORE STEERING COMMITTEE MEETINGS.

LIZ SMITH, PRECINCT 3, APPRECIATES THE ATTENTION AND FOCUS THE SELECT BOARD IS GIVING TO KING'S BEACH, POSTING THE EPA REPORT ONLINE IS HUGE. SHE THANKED THE BOARD FOR THE ATTENTION AND WORK GOING INTO KING'S BEACH.

HANNAH SHARPLESS, 25 WALKER RD., SPENT TIME TODAY PULLING WEEDS AT THE MICRO-FOREST AND IS IN SUPPORT OF THE MICRO-FOREST AND DOESN'T WANT TO SEE IT REMOVED. IT IS BENEFICIAL TO CLIMATE CHANGE AND IS A MONUMENT AND GIFT TO FUTURE GENERATIONS. SHE BELIEVES WORK HAS TO BE DONE TO HELP MAKE IT MORE CLEARLY DEFINED AND ATTRACTIVE TO RESIDENTS AND VISITORS INCLUDING CREATING A WINDING PATH WITH PLANT IDENTIFICATION SIGNAGE, BENCHES, SIGNS SHOWING FULLY GROWN MICRO-FORESTS IN OTHER COMMUNITIES, HAVING THE HS ENVIRONMENTAL CLUB ADOPT IT.

C. NEW & OLD BUSINESS:

1. THE SELECT BOARD TOOK TURNS READING THE NATIONAL SENIOR CENTER MONTH PROCLAMATION.
2. THE SELECT BOARD TOOK TURNS READING THE NATIONAL SUICIDE PREVENTION & ACTION MONTH PROCLAMATION.

MR. SPELLIOS STATED THAT THE PROCLAMATION FAILS TO RECOGNIZE 988 AS THE HOTLINE NUMBER TO CALL SHOULD INDIVIDUALS NEED HELP. LYNN ALLOCATED \$1MM TOWARD ITS UNARMED MENTAL HEALTH CRISIS TEAM.

MR. GRISHMAN STATED THAT BRINGING AWARENESS TO THIS IS GREAT AND ASKS THAT THE TOWN WORK WITH THE HEALTH DIRECTOR AND GET THE WORD OUT, INCLUDING INFORMATION ON THE WEBSITE.

TA FITZGERALD DISCUSSED THAT PUBLIC SAFETY ARE DISCUSSING WAYS TO HELP PEOPLE HAVING MENTAL HEALTH PROBLEMS. HE WOULD LIKE TO SEE THE TOWN GET A MENTAL HEALTH SUBSTANCE ABUSE COUNSELOR. HE KNOWS WE NEED TO DO SOMETHING TO SAVE LIVES, INCLUDING CREATING POSITIONS TO HELP. HE WILL WORK WITH THE POLICE, HEALTH DEPT. AND FIRE DEPT. TO STRENGTHEN THE TOWN'S RESPONSE.

MS. PHELAN WOULD LIKE TO SEE TEACHERS AND SCHOOL PERSONNEL TRAINED TO RECOGNIZE MENTAL ILLNESS. SHE ALSO WOULD LIKE TO SEE FUNDING INCREASED AND HELP FOR PEOPLE WITH MENTAL ILLNESSES.

3. **FIRST READING OF HADLEY RFP:** MR. SPELLIOS DISCUSSED THE RFP. PINNACLE WANTS TO SEE A FULL 90-DAY RESPONSE PERIOD TO CLOSE ON DECEMBER 15TH. THIS WILL CHANGE THE OTHER DATES. PINNACLE WILL BE CONTACTING POTENTIAL DEVELOPERS AND EXPRESSING THAT THE TOWN IS LOOKING FOR IDEAS FOR THE HADLEY AND FOR DEVELOPERS TO NOT FEEL CONSTRAINED. THE CAPITAL MARKETS RIGHT NOW ARE NOT GREAT. THE REDLINED VERSION WILL BE AVAILABLE FRIDAY BY NOON. MR. SPELLIOS THINKS ANY CHANGES WILL BE MINIMAL. THE RFP IS POSTED ON THE WEBSITE UNDER THE PROJECTS TAB.

MR. THOMPSON: 1) ASKED IF A NETZERO/LEED/GREEN CRITERIA CAN BE ADDED? MR. SPELLIOS: FEELS THIS WILL BE A HARD ADAPTATION AND DOESN'T WANT TO SCARE DEVELOPERS AWAY. HE WILL TALK TO PINNACLE ABOUT WORDING FOR SUCH A PREFERENCE. 2) IS THIS GOING TO BE RESTRICTED TO BE A HOTEL IN PERPETUITY? MR. SPELLIOS: THE LDA WILL MANDATE HOTEL USE. IF A HOTEL USE WON'T WORK, THE SELECT BOARD WILL HAVE TO REVISIT THE PROPERTY, INCLUDING MARKET HOUSING.

MS. FLETCHER: HOW IS THIS BEING ADVERTISED? MR. SPELLIOS: PINNACLE IS DOING OUTREACH, INCLUDING PUTTING IT ON THE REGISTRY AND USING THEIR CONTACTS TO NETWORK. THE TOWN IS ALSO PUTTING NOTICES. HE WILL ASK PINNACLE TO DO MORE OUTREACH. MR. SPELLIOS WILL LOOK AT THE RFP TO ADD A COMMUNITY ROOM AS REQUIRED IN THE TOWN MEETING ARTICLE.

MS. PHELAN ASKED THAT THE PLAYGROUND BE RELOCATED AS IT IS WELL USED AND WELL LOVED, INCLUDING MOVING IT TO LINSOTT PARK. MR. SPELLIOS: THERE HAVE BEEN DISCUSSIONS ABOUT THE PLAYGROUND AND HE WILL FOLLOW UP.

4. DISCUSSION OF HANDBOOKS:

i. SELECT BOARD:

CHAPTER 2: THERE WAS A DISCUSSION ABOUT ADDING HYPERLINKS TO THE HANDBOOK.

CHAPTER 2, PROCEDURES: ELECTED OFFICIALS OBTAIN CONTACT INFORMATION, ADD THE NAME OF RESPONSIBLE PERSON TO DISSEMINATE THAT INFORMATION.

CHAPTER 3, SECTION C, AGENDAS: THERE IS NO FORMALIZATION AS TO WHAT A REQUEST IS OR HOW IT IS DENIED. MS. PHELAN WOULD LIKE MORE CLARITY ON THE PROCEDURE I.E. A REQUEST CAN BE IN SOME (EMAIL, MEMO) FORM, A DENIAL SHOULD BE WRITTEN WITHIN A CERTAIN TIME PERIOD, DOES A NON-RESPONSE MEAN IT'S A DENIAL? MS. FLETCHER WOULD LIKE TO SEE THEM SEVEN DAYS BEFORE THE MEETING AS WELL AS HAVING FULL PACKETS THE THURSDAY BEFORE THE MEETING.

CHAPTER 3, SECTION E, MOTIONS: WHY CAN'T THE CHAIR SECOND A MOTION? SECONDING A MOTION MEANS IT SHOULD COME TO A VOTE BUT NOT WHETHER THE MOTION HAS MERIT. MS. PHELAN WOULD LIKE TO SEE THIS SECTION REMOVED.

CHAPTER 3, SECTION F, CITIZEN PARTICIPATION, #1: MS. FLETCHER ASKED THAT THE 5TH BULLET POINT BE REVIEWED BY TOWN COUNSEL.

CHAPTER 3, SECTION H, MINUTES: MS. FLETCHER HAS REQUESTED THAT MINUTES BE APPROVED WITHIN 30 DAYS.

CHAPTER 4, SECTION A, OPERATIONAL GOALS: MR. THOMPSON DOESN'T FEEL THE BOARD IS FOLLOWING THIS AND FEELS WE SHOULD COME BACK TO THIS WITH GOAL SETTING. MS. FLETCHER WOULD LIKE TO ADJUST THE CALENDAR TO COMPLY WITH THE TOWN ADMINISTRATOR'S CONTRACT. SHE WILL SUBMIT HER CHANGES TO THE TOWN ADMINISTRATOR.

CHAPTER 4, SECTION B, CALENDAR OF ANNUAL RESPONSIBILITIES: MR. THOMPSON FEELS THIS SHOULD BE UPDATED ESPECIALLY IN REGARD TO CALENDAR; IS THE TOWN ADMINISTRATOR REVIEW TIMING IN MAY & JUNE REASONABLE? MS. FLETCHER CREATED A NEW CALENDAR.

CHAPTER 4, SECTION C, QUARTERLY REPORTS: MR. THOMPSON FEELS THIS IS EXCESSIVE; MS. FLETCHER WOULD LIKE TO KEEP RECEIVING QUARTERLY REPORTS.

CHAPTER 6, SECTION A, TYPES OF COMMITTEES, #1: CLIMATE ACTION PLAN COMMITTEE IS NOT LISTED. MR. SPELLIOS: IT DIDN'T EXIST WHEN THE HANDBOOKS WERE CREATED.

CHAPTER 6, SECTION A, ADVISORY COMMITTEES, #2: MR. THOMPSON DOESN'T FEEL THAT THE BOARD IS DOING ENOUGH TO GUIDE AND SUPERVISE ADVISORY COMMITTEES.

CHAPTER 6, SECTION B, APPOINTMENT PROCESS: MS. FLETCHER FEELS THE SELECT BOARD ISN'T PARTICIPATING IN THE SELECTION PROCESS AS IT SHOULD AND SHE WILL COME BACK WITH SUGGESTIONS. SHE ALSO FEELS BOARDS AND COMMISSIONS DON'T HAVE ENOUGH DIRECTION FROM THE SELECT BOARD AND SHE WOULD LIKE THE BOARD TO DISCUSS THIS AS WELL AS THE MISSION OF EACH BOARD & COMMISSION AND WHETHER THEY'RE FOLLOWING IT. MS. FLETCHER WOULD ALSO LIKE TO ADD

SOME COMMITTEES, INCLUDING A VETERANS COMMITTEE TO ASSIST WITH THE VETERANS' HOUSING PROJECT. MR. GRISHMAN FEELS USING THE VETERANS' SERVICES OFFICER AND EXISTING VETERAN'S GROUPS IS SUFFICIENT.

CHAPTER 10, SECTION A, RELATIONS WITH OTHER BOARDS, COMMITTEES & COMMISSIONS, #4: MR. THOMPSON WOULD LIKE TO SEE COMMITTEES COME BEFORE THE SELECT BOARD WITH UPDATES AT LEAST ANNUALLY; MS. FLETCHER GIVES AN UPDATE AND IF SHE FEELS A COMMITTEE SHOULD NOT COME IN UNLESS THERE IS A NECESSITY.. MR. GRISHMAN ASKED THAT WE STRIKE PARAGRAPH 2, REMOVING THE ANNUAL COMMITMENT. THE LIAISON CAN GIVE UPDATES.

CHAPTER 10, SECTION B, RELATIONS WITH TOWN STAFF: THERE WAS A DISCUSSION ABOUT ADDING "ASSISTANT TOWN ADMINISTRATOR" AND LETTING THAT INDIVIDUAL BRING SOMETHING TO THE TOWN ADMINISTRATOR IF THEY HAVE TO. TA FITZGERALD WANTS THE BOARD TO FEEL SUPPORTED AND THAT THE ATAS CAN EXPEDITE BOARD REQUESTS. MS. FLETCHER BELIEVES THAT TRYING TO CONTROL A CONVERSATION IS A PROBLEM, THAT THE SELECT BOARD SHOULD BE ABLE TO ASK DEPARTMENT HEADS QUESTIONS. SHE WOULD LIKE TO HAVE THIS DELETED; MR. SPELLIOS FEELS THAT DEPARTMENT HEADS HEAR QUESTIONS AS DIRECTIVES. TA FITZGERALD FEELS THE LANGUAGE IS INTENDED TO ENSURE A CLEAR CHAIN OF COMMAND AND THAT BOARD MEMBERS HAVE TO BE MINDFUL WHEN ASKING FOR INFORMATION FROM STAFF. MR. THOMPSON ASKED IF A REQUEST CAN BE MADE IN WRITING TO AN ASSISTANT TOWN ADMINISTRATOR WITH A CC TO THE TOWN ADMINISTRATOR. TA FITZGERALD WILL SUGGEST LANGUAGE.

ii. BOARD & COMMISSION:

MS. FLETCHER ASKED ABOUT A QUORUM IN A SUBCOMMITTEE IF THERE ARE ONLY 3 ON THE SUBCOMMITTEE. SHE WOULD LIKE TO HAVE COMMITTEES BE ABLE TO COLLABORATE.

CHAPTER 3, SECTION E, ATTENDANCE: MS. FLETCHER ASKED IF THERE IS A POLICY THAT IF YOU MISS THREE MEETINGS, YOU'RE REMOVED. IT'S A PROBLEM IF THE COMMITTEE DOESN'T HAVE A QUORUM. MR. SPELLIOS IS COMFORTABLE WITH THIS LANGUAGE AND FEELS THE BOARD SHOULD BE EXTREMELY CAUTIOUS REMOVING PEOPLE.

CHAPTER 5, SECTION D, MINUTES: THERE WAS A DISCUSSION ABOUT THE CLERK OR ASSISTANT CLERK SENDING REQUESTS TO THE CHAIRS REMINDING THEM TO POST THEIR MINUTES.

CHAPTER 5, SECTION F, REMOTE PARTICIPATION: SUBMIT TO COUNSEL FOR REVIEW TO ENSURE COMPLIANCE AND FOR AN OPINION ON COMMITTEES MEETING ONLINE RATHER THAN IN PERSON. MR. GRISHMAN WILL SEND A LETTER TO CHAIRS THAT MEETING MUST NOW BE HELD IN-PERSON.

iii. CODE OF CONDUCT:

CHAPTER 3, SECTION C, SOCIAL MEDIA COMMUNICATION: THERE WAS A DISCUSSION AS TO WHETHER THIS APPLIES TO OFFICIALS' PERSONAL PAGES OR THEIR POLITICAL PAGES. PER MR. THOMPSON, ANYTHING SAID OR IN PRINT IS CONSTRUED TO BE OFFICIAL. A DISCUSSION ABOUT IF A COMMITTEE MEMBER MAKES A NEGATIVE COMMENT ABOUT ANOTHER OFFICIAL, IS THIS CONSIDERED A VIOLATION OF THE CODE OF CONDUCT? PER MR. SPELLIOS, THERE ISN'T ANYTHING IN THE HANDBOOK SAYING THIS CAN'T BE SAID BUT THE SELECT BOARD HOLDS THEMSELVES TO HIGHER STANDARDS.

CHAPTER 5, SECTION B, CONDUCT IN RELATION TO THE TOWN ADMINISTRATOR: MR. SPELLIOS FEELS IT IS INTENDED SO SIDEBARS ARE NOT HELD AND THE TOWN ADMINISTRATOR ISN'T PUT IN THE MIDDLE OF AN ISSUE. ADD BULLET TO 2ND POINT.

MR. SPELLIOS FEELS THESE HANDBOOKS SHOULD BE REVIEWED EVERY THREE YEARS.

- 5. DISCUSSION OF PINE STREET RFP & FINANCES:** MR. GRISHMAN HAS BEEN IN CONTACT WITH THE AFFORDABLE HOUSING TRUST CHAIR, KIM MARTIN EPSTEIN. SHE IS GOING TO SUPPORT THIS PROJECT. HE WOULD LIKE TO FORMALIZE AN ASK OF THE AFFORDABLE HOUSING TRUST FOR \$300,000. MR. SPELLIOS: SEPTEMBER 25TH IS THE DEADLINE FOR RFP RESPONSES. A NUMBER OF GROUPS, MOSTLY HOUSING NON-PROFITS, HAVE THE RFP. WE HAVE DEFERRED PURCHASING THE PROPERTY UNTIL DECEMBER. THE EXPECTATION IS THAT THE AFFORDABLE HOUSING TRUST WILL GIVE \$300,000 TOWARD THIS PROJECT. WE EXTENDED THE CLOSING TO DECEMBER SO THE TOWN IS COMFORTABLE WITH THE RFP RESPONDENT AND WE DON'T ACQUIRE IT UNTIL WE HAVE A PARTNER.

MS. FLETCHER: WHY ASK FOR \$300,000 NOW IN CASE WE NEED MORE. MR. GRISHMAN: IN THE PAST, \$300,000 WAS DISCUSSED. HE FEELS IT IS IMPORTANT THAT THE FUNDS ARE ALLOCATED AND SET-ASIDE UNTIL IT IS NEEDED. AFFORDABLE HOUSING TRUST FUNDS HAVE BEEN PROMISED TO THE ELM ST. PROJECT AND HILLSIDE AVE. PROJECT. MS. PHELAN FEELS THE BOARD SHOULD ASK FOR A MINIMUM OF \$300,000; MR. SPELLIOS IS CONCERNED THAT THEY ARE SPENDING \$300,000 FOR TWO UNITS ON ANOTHER PROJECT. THE PINE STREET PROJECT WILL BE \$7,500/UNIT FOR 40 UNITS OR \$10,000 FOR 30 UNITS. HE IS COMFORTABLE ASKING FOR A MINIMUM OF \$300,000. MR. GRISHMAN: THEY WILL DISCUSS AND VOTE ON THIS AT THEIR NEXT MEETING.

MR. THOMPSON CLARIFIED THAT THESE ARE TWO DIFFERENT TYPES OF PROJECTS AND ALL OR MOST OF THE \$300K FOR THE PITMAN HOUSE PROJECT WILL BE RETURNED TO THE AHTF WHILE THE \$300K FOR PINE ST. WILL NOT BE. UPON **MOTION**, DULY MADE BY PETER SPELLIOS, SECONDED BY MARY ELLEN FLETCHER, IT WAS UNANIMOUSLY **VOTED** TO GIVE SELECT BOARD CHAIR, DAVID GRISHMAN, THE AUTHORITY TO REQUEST \$300,000 FROM THE AFFORDABLE HOUSING TRUST FUND TO BE USED TOWARD THE ACQUISITION OF THE PINE STREET PROPERTY: ALL IN FAVOR: YES. ANY OPPOSED: NO. **MOTION CARRIES.**

D. VOTES OF THE BOARD

1. APPROVAL OF THE CONSENT AGENDA

CONSENT AGENDA ITEMS:

1. HAWKING & PEDDLING AND DOOR TO DOOR SOLICITATION.
2. ONE DAY LIQUOR LICENSE FOR SWAMPSCOTT YACHT CLUB, 9/9/23 (RAIN DATE 9/10/23 OR 9/22/23), SWAMPTOBERFEST.
3. ONE DAY LIQUOR LICENSE FOR CAFÉ AVELLINO, 9/8/23, REACH ARTS CONCERT.
4. MINUTES OF 8/16/23.

MS. FLETCHER: ASKED FOR ANOTHER RAIN DATE AS WELL AS HAVING POLICE DETAILS SHOULD THE RAIN DATE HAVE TO BE USED. SHE ASKED FOR THE FINANCES ON SWAMPTOBERFEST AND WHERE THE MONEY GOES? MR. TED DOOLEY: THE YACHT CLUB CHARGES \$5/PERSON ENTRANCE FEE WITH A MAX OF \$20 PER FAMILY AND GETS REVENUE FROM BEER AND WATER SALES. PROCEEDS ARE SPLIT 50/50 BETWEEN THE TOWN AND YACHT CLUB. HE BELIEVES THERE IS A SPLIT BETWEEN FOOD VENDORS AND THE RECREATION DEPT. BUT ISN'T SURE. ALL EXPENSES (ENTERTAINMENT AND THE KIDS' PLAY AREA) ARE ALSO SPLIT WITH THE TOWN. BANDS HAVE BEEN LINED UP FOR THE RAIN DATES TOO.

UPON **MOTION**, DULY MADE BY PETER SPELLIOS, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED** TO APPROVE THE CONSENT AGENDA AS AMENDED WITH A SECOND RAIN DATE OF FRIDAY, SEPTEMBER 22, 2023, FOR THE SWAMPSCOTT YACHT CLUB'S ONE DAY LIQUOR LICENSE: ALL IN FAVOR: YES. ANY OPPOSED: NO. **MOTION CARRIES.**

E. SELECT BOARD TIME:

MS. FLETCHER: NOTHING TO ADD.

MR. GRISHMAN: NOTHING TO ADD.

MS. PHELAN: THERE IS A WEEDING PLAN IN PLACE ON THE MICRO-FOREST AND SHE ECHOES HANNAH'S SENTIMENTS THAT IT IS PURPOSEFUL AND SHOULD WORK TO MAKE SURE IT IS MORE AESTHETICALLY PLEASING. IF THAT CAN'T BE DONE, THEN MAYBE MAKE IT SMALLER, SET EXPECTATIONS AS TO WHAT IT SHOULD LOOK LIKE IN A NUMBER OF YEARS. THE SIGHT LINE COMING OFF OF WALKER NEEDS TO BE PULLED BACK. MR. SPELLIOS AGREES AND ASKS IF THE CONSERVANCY CAN MEET WITH GINO. TA FITZGERALD HAS ASKED GINO TO WORK WITH SUZANNE HALE TO WORK SOMETHING OUT TO BALANCE THE CONCERNS. MS. FLETCHER SUPPORTS TA FITZGERALD'S POINT OF TRYING TO FIND A BALANCE. THERE WAS A DISCUSSION ABOUT WHERE TO FIND A BALANCE AROUND TOWN, EDUCATING PEOPLE AS TO WHAT IT IS MEANT TO LOOK LIKE IN FIVE OR TEN YEARS FROM NOW.

MR. SPELLIOS: NOTHING TO ADD.

MR. THOMPSON: NOTHING TO ADD.

UPON **MOTION**, DULY MADE BY DOUG THOMPSON, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED** TO ADJOURN AT 10:00 P.M.: ALL IN FAVOR: YES. ANY OPPOSED: NO. MOTION CARRIES.

TRUE ATTEST,

Dianne Marchese

DIANNE MARCHESE, ADMINISTRATIVE ASSISTANT TO THE TOWN ADMINISTRATOR & SELECT BOARD

MINUTES APPROVED BY THE SELECT BOARD ON OCTOBER 4, 2023

ATTACHMENTS:

TOWN ADMINISTRATOR'S REPORT

NATIONAL SENIOR CENTER MONTH PROCLAMATION

NATIONAL SUICIDE PREVENTION & ACTION MONTH PROCLAMATION

HADLEY RFP DRAFT

HAWKING & PEDDLING AND DOOR-TO-DOOR SOLICITATION APPLICATION

SWAMPSCOTT YACHT CLUB ONE DAY LIQUOR LICENSE

CAFÉ AVELLINO ONE DAY LIQUOR LICENSE

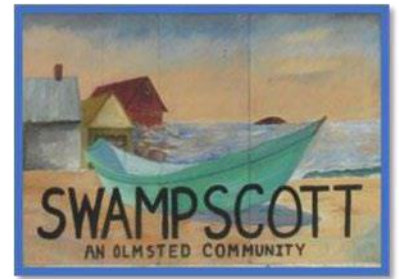


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Swampscott Select Board
Town Administration Building
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RE: SEPTEMBER 6TH REPORT TO THE SELECT BOARD

Dear Select Board:

I am pleased to be able to offer the following report on programs and initiatives that are on-going in the Town of Swampscott, as well as some updates on a variety of things that have happened since my last report.

KING'S BEACH

I spoke to Mayor Nicholson and Dave Peterson from Kleinfelder regarding the CSOs and the lack of promised action by DEP and EEOA regarding expedited permitting. We will be seeking another meeting with the Secretary to again ask that they expedite permitting to extend the outfall pipe.

The Mayor wants to test the UV disinfection system as he is concerned about the lack of real commitment from our state partners to expedite a solution to the bacteria on the beach. I expect to see approvals over the next 24-26 months and will seek state and federal funding to have a "shovel ready" environmental justice project ready as soon as the permits are signed.

Additionally, last week, the Town filed our report of activities under the Consent Decree that primarily included:

- Completed construction of Phase 1C sewer rehabilitation improvements in Stacy's Brook
- Continued post-construction water quality sampling for Phase 1C sewer rehabilitation program
- Furthered the recommendations from the published report a study on engineering alternatives to improve water quality at King's Beach

The report summarizes the activities performed during the Reporting Period, as well as ongoing and future work in the Town to address water quality concerns. (attached) I will work with Gino and Kleinfelder to schedule some time to present this information to the SB over the next few weeks.

PINE STREET/VETERANS HOUSING

General Andrea Gayle-Bennett will be continuing the discussion on feasibility and potential steps for establishing veteran housing in Swampscott in September with both Nahant and Swampscott's VSOs, representatives of Soldier On and both the Nahant and Swampscott Housing Authorities.

General Bennet has followed up with me to discuss this important initiative and she is very interested in exploring opportunities to provide affordable and supportive housing for veterans. To this end, she is currently coordinating a meeting to discuss the feasibility and potential steps for establishing veteran housing in Swampscott. This initiative aligns with our shared commitment to serving those who have served our nation and ensuring that they have access to safe, stable, and supportive housing options, close to community and transportation options.

- The key stakeholders she would like to bring together for this meeting are:
- Mr. Jon Lazar, Nahant Veterans' Service Officer
- Mr. Bruce Buckley, CEO of Soldier On

- Mr. Mike Hagmaier, Executive Vice President of Soldier On
- Commissioner Dana Sheehan, Nahant Housing Authority
- Swampscott Town Administrator & Select Board Member
- A representative from Swampscott Housing Authority

During this meeting, she envision discussing the following key points:

- **Assessment of Need:** Understanding the current demand for veteran housing in Swampscott and the surrounding areas.
- **Available Resources:** Exploring potential sources of funding and support for the establishment of veteran housing.
- **Property Identification:** Identifying suitable locations within Swampscott that could be considered for veteran housing projects.
- **Holistic Services:** Discussing the array of services that could be provided alongside housing to enhance veterans' overall well-being.
- **Partnership Opportunities:** Discussing potential collaborations between the town, Soldier On, and other relevant organizations to ensure the success of this initiative.
- **Project Vision:** Outlining the goals, scope, and vision for the proposed veteran housing projects in Swampscott.

SENIOR CENTER

The Senior Center is working with a credited student internship program this semester. Two HS Seniors will receive credits for interning at the Senior Center every other day for a little more than one hour over the semester.

They also just received a \$6,610 grant from the Executive Office of Elder Affairs – through GLSS. It is Title III B money and will support a multigenerational art program bridging age and cognitive barriers through art. Opening Minds through Art (OMA) is an award-winning, evidence-based program for people with Alzheimer's disease and other forms of neurocognitive disorders.

High school students will be trained in dementia and then will work one on one with Senior Center members on art projects over a 6-week period. There will be three of these sessions throughout the year. Heidi and her staff are looking at ways to connect this program with the Social Day program.

SWAMPSCOTT POLICE

The Police Dept. held a community forum at the First Church last week to discuss some recent hate activities in Town and how they are responding.

Approximately 30 individuals attended along with members of the clergy to discuss how hate impacts Swampscott and what we can do to address the rising incidents of racism and hate in Swampscott, Massachusetts and the Nation.

The presentation provided is attached.

HUMAN RESOURCES

Bonnie was at the School Department's new teacher orientation last week along with representatives from Voya, Retirement, Lincoln Investments, MetLife, Sun Life, EyeMed, and Boston Mutual.

Pete is busy filling five part-time positions at the library to accommodate their new operating hours as well as hiring for two part-time drivers at the Senior Center. Three of those seven positions have now been filled, with interviews ongoing for the remaining openings.

Additionally, I held an interview with the only candidate that was recommended by the Police Chief from a pool of 65 applicants. We have a number of interviews scheduled for the Senior Planner/Asst. Planning Director next week.

ATTORNEY GENERAL REQUEST FOR EXTENSION

I received the below request from the AG's Office seeking an extension to review Article 20, which amended the

zoning in Vinnin Square. I authorized the requested extension, as these requests are not unusual and that as a matter of practice, we grant the extensions as otherwise it could risk an adverse decision by the AG.

The current deadline was August 29, 2023 so we need to get back to the AG as soon as possible.

SEAWALL

I have asked KP Law to draft a warrant article requiring the maintenance of Seawalls for Swampscott properties. I will be working with the Chair of the Conservation Commission to review the attached draft.

The Conservation Commission reached out to me to help avoid future incidents like the partial collapse of the seawall at the Mission on the Bay restaurant in Swampscott. The Conservation Commission is also recommending that the Town consider adopting a general bylaw requiring periodic inspection of privately owned seawalls and, as necessary, repair/maintenance of those seawalls.

While a review did not reveal any such seawall inspection and maintenance bylaws in Massachusetts, a number of Florida communities have adopted ordinances requiring property owners to maintain seawalls in good repair and, if they do not and water floods nearby properties, they may be subject to fines.

FACILITIES DEPARTMENT

Max and other stakeholders are working on major traffic improvements for Orchard Road to improve traffic flow around the new elementary school. This new pattern will be brought before the Select Board for approval in the near future.

HEALTH DEPTMENT

Neia continues her wonderful work with the Senior Center on climate change initiatives and programs. The first group focused on climate change and composting which resulted in a compost program at the Senior Center. This group is continuing to meet regularly and promote other ways to address climate change. The second group is starting tomorrow and will focus on the health effects of climate change and emergency preparedness.

They are working on putting together flu clinics starting this month. The first Swampscott flu clinic will be a high dose flu clinic for individuals 65 and over. Dates will be announced on the website, social media and the Town newsletter.

SWAMPTOBER FEST!

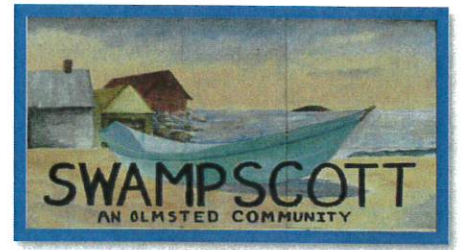
Don't forget – Swamptoberfest is this Saturday! This wonderful event is sponsored by the Swampscott Yacht Club and will be held on Town Hall lawn from 4:00 – 8:00 PM. The cost is \$5/person for a max of \$20/family. There will be live music, food, a kids' play area and a beer garden!

Yes, Swampscott is now one of the best spots for low and no cost fun on the North Shore!

Respectfully Submitted,



Sean R. Fitzgerald
Town Administrator



*NATIONAL SENIOR CENTER MONTH
PROCLAMATION BY THE SELECT BOARD*

WHEREAS: SINCE 2007, NATIONAL SENIOR CENTER MONTH IS CELEBRATED EVERY YEAR IN SEPTEMBER, AS RECOGNIZED BY THE NATIONAL COUNCIL ON AGING AND NATIONAL INSTITUTE OF SENIOR CENTERS (NISC), TO CELEBRATE SENIOR CENTERS ACROSS THE COUNTRY AND THE INCREDIBLE WORK THEY DO TO ENRICH AND EXTEND THE LIVES OF OLDER ADULTS; AND

WHEREAS: THE SWAMPSCOTT SENIOR CENTER IS COMMITTED TO BEING AN INCLUSIVE COMMUNITY AND WELCOMING OF ALL PEOPLE, REGARDLESS OF THEIR RACE, RELIGION, SEXUAL ORIENTATION AND GENDER IDENTITY AND RECOGNIZES THAT WE ARE A DIVERSE COMMUNITY; AND

WHEREAS: THE TOWN OF SWAMPSCOTT SUPPORTS THE RIGHTS OF EVERY CITIZEN TO EXPERIENCE EQUALITY AND FREEDOM FROM DISCRIMINATION; AND

WHEREAS: THE ORIGIN OF NATIONAL SENIOR CENTER MONTH CAN BE FOUND IN NATIONAL SENIOR CENTER WEEK, WHICH WAS FIRST CELEBRATED ANNUALLY IN MAY 1979 TO RECOGNIZE THE MORE THAN 10,000 SENIOR CENTERS THROUGHOUT THE NATION AND GAIN WIDE SUPPORT THROUGH ORGANIZATION SUCH AS THE NATIONAL COUNCIL ON AGING, THE U.S. CONFERENCE OF MAYORS AGING TASK FORCE AND THE FULL SENATE AND HOUSE SELECT COMMITTEE ON AGING; AND

WHEREAS: IN 1985, PRESIDENT RONALD REAGAN SIGNED THE FIRST SENIOR CENTER WEEK PRESIDENTIAL PROCLAMATION WITH THE SUPPORT OF THE NATIONAL INSTITUTE OF SENIOR CENTERS (NISC) AND BY 2007 THE IDEA BEHIND NATIONAL SENIOR CENTER WEEK BECAME SO POPULAR THAT NISC EXPANDED THE CELEBRATION OF SENIOR CENTERS TO AN ENTIRE MONTH BY DESIGNATING EACH SEPTEMBER TO BE THE MONTH OF CELEBRATION; AND

WHEREAS: IN 2021, THE TOWN OF SWAMPSCOTT APPOINTED A FULL-TIME DIRECTOR TO LEAD THE SENIOR CENTER AND HAS DOUBLED ITS BUDGET; AND

WHEREAS: THE TOWN OF SWAMPSCOTT HAS A SENIOR CENTER THAT FOCUSES ON SOCIAL, EDUCATIONAL AND WELLNESS PROGRAMS BY PROVIDING SENIORS WITH A WIDE VARIETY OF ENRICHING PROGRAMMING, NUTRITIOUS MEALS AND LOW-COST TRANSPORTATION; AND

WHEREAS: THE TOWN OF SWAMPSCOTT IS PROUD OF OUR EXPANDING SENIOR COMMUNITY AND UNDERSTANDS THAT SENIOR CENTERS ARE PARAMOUNT TO THE OVERALL HEALTH OF OUR SENIOR CITIZENS PARTICULARLY AS THE CENTER STRIVES TO ENGAGE WITH ISOLATED SENIORS, BRINGING THEM INTO COMMUNITY; AND

WHEREAS: SWAMPSCOTT IS EMBARKING ON AN ENDEAVOR TO CREATE A STATE-OF-THE-ART CENTER FOR ALL AGES DESIGNED TO ADDRESS THE NEEDS OF SENIORS TOGETHER WITH ALL GENERATIONS IN ONE COMMUNITY CENTER; AND

NOW, THEREFORE, BY VIRTUE OF THE AUTHORITY VESTED IN THE TOWN ADMINISTRATOR AND EACH OF THE BELOW SELECT BOARD MEMBERS IN THE TOWN OF SWAMPSCOTT, WE HEREBY PROCLAIM THE MONTH OF SEPTEMBER AS

NATIONAL SENIOR CENTER MONTH

IN THE TOWN OF SWAMPSCOTT, MASSACHUSETTS AND ENCOURAGE ALL FAITH BASED AND NON-PROFIT ORGANIZATIONS, RESIDENTS, BUSINESSES, AND PUBLIC INSTITUTIONS TO ACKNOWLEDGE, HONOR, VALUE AND CELEBRATE OLDER ADULTS' CONTRIBUTIONS TO OUR COMMUNITY AND TO RECOGNIZE THE IMPORTANCE OF THOSE WHO SERVE THEM DAILY.

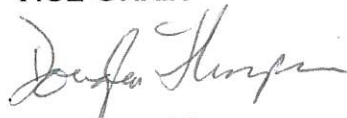
IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND CAUSED TO BE AFFIXED THE GREAT SEAL OF THE TOWN OF SWAMPSCOTT, MASSACHUSETTS, THIS 6TH DAY OF SEPTEMBER 2023

SWAMPSCOTT SELECT BOARD


DAVID GRISHMAN
CHAIR


PETER SPELLIOS

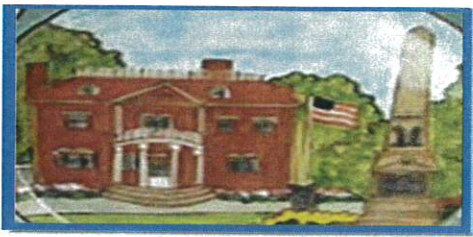

CATHERINE PHELAN
VICE CHAIR


DOUGLAS THOMPSON


MARY ELLEN FLETCHER


SEAN FITZGERALD
TOWN ADMINISTRATOR





NATIONAL HISPANIC HERITAGE MONTH PROCLAMATION BY THE SELECT BOARD

WHEREAS: EACH YEAR AMERICANS OBSERVE NATIONAL HISPANIC HERITAGE MONTH BY CELEBRATING THE HISTORIES, CULTURES AND CONTRIBUTIONS OF AMERICAN CITIZENS WHOSE ANCESTORS CAME FROM SPAIN, MEXICO, THE CARIBBEAN, CENTRAL AND SOUTH AMERICA; AND

WHEREAS: FOR THE FIRST TIME IN OUR TOWN'S HISTORY, WE RECOGNIZE HISPANIC PEOPLE HERE AND ANYWHERE IN THE UNITED STATES, AS WE PAY RESPECT TO THE CULTURES AND POPULATIONS AND CELEBRATE THE CONTRIBUTIONS OF ALL HISPANIC PEOPLES TO THE CULTURE OF DIVERSITY, INNOVATION AND RESILIENCE THAT HAS HAD AN INDELIBLE IMPACT ON THE COMMONWEALTH OF MASSACHUSETTS AND UNITED STATES; AND

WHEREAS: THE OBSERVATION STARTED IN 1968 AS HISPANIC HERITAGE WEEK UNDER PRESIDENT LYNDON B. JOHNSON AND WAS EXPANDED BY PRESIDENT RONALD REGAN IN 1988 THROUGH THE LEGISLATIVE ENCOURAGEMENT OF CONGRESSMEMBER ESTEBAN TORRES OF CALIFORNIA TO COVER THE PERIOD AT WHICH IT IS CELEBRATED TODAY; AND

WHEREAS: NEARLY 480 YEARS AGO, THE RECORDED HISPANIC HERITAGE HAS BEEN A PART OF THE DNA OF AMERICAN CULTURE WITH UNDENIABLE INFLUENCE IN EDUCATION, PUBLIC SAFETY, INFRASTRUCTURE, ECONOMIC DEVELOPMENT, CULINARY ARTS AND GOVERNANCE; AND

WHEREAS: IN THE WORDS OF CESAR CHAVES "PRESERVATION OF ONE'S OWN CULTURE DOES NOT REQUIRE CONTEMPT OR DISRESPECT FOR OTHER CULTURES" AND THUS CELEBRATE THE CONTRIBUTIONS OF THE ROBUST HISPANIC DIASPORA; TO INCLUDE SPAIN, PUERTO RICO, COSTA RICA, GUATEMALA, HONDURAS, NICARAGUA, PANAMA, EL SALVADOR, BOLIVIA, CHILE, COLUMBIA, ECUADOR, PARAGUAY, PERU, URUGUAY, VENEZUELA; AND

NOW, THEREFORE: ON BEHALF OF THE ENTIRE SELECT BOARD, WE DO HEREBY PROCLAIM SEPTEMBER 15TH THROUGH OCTOBER 15TH, 2023, AS

NATIONAL HISPANIC HERITAGE MONTH

IN THE TOWN OF SWAMPSCOTT, MASSACHUSETTS AND ENCOURAGE ALL FAITH BASED AND NON-PROFIT ORGANIZATIONS, RESIDENTS, BUSINESSES, AND PUBLIC INSTITUTIONS TO ACKNOWLEDGE, HONOR, VALUE AND CELEBRATE HISPANIC PEOPLES HISTORIC AND CURRENT CONTRIBUTIONS LOCALLY AND BEYOND, WHILE ALSO RECOGNIZING THE ONGOING AND INTERCONNECTED STRUGGLES OF ALL HISPANIC COMMUNITIES LOCALLY AND BEYOND.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND CAUSED TO BE AFFIXED THE GREAT SEAL OF THE TOWN OF SWAMPSCOTT, MASSACHUSETTS, THIS 20TH DAY OF SEPTEMBER 2023.

SWAMPSCOTT SELECT BOARD



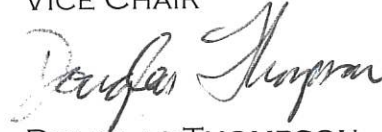
DAVID GRISHMAN
CHAIR



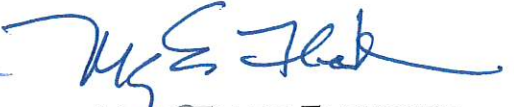
PETER SPELLIOS



CATHERINE PHELAN
VICE CHAIR



DOUGLAS THOMPSON



MARY ELLEN FLETCHER



SEAN FITZGERALD
TOWN ADMINISTRATOR





PROPOSED HOTEL DEVELOPMENT OPPORTUNITY REQUEST FOR PROPOSAL | TOWN OF SWAMPSCOTT

Proposal Deadline: **Wednesday, November 15, 2023, 5:00pm.**

Proposal Submission To:

Natalie Swanstrom, Designated Purchasing Agent, Business Manager
22 Monument Ave.
Swampscott Town Hall
Swampscott, MA 01907

THE TOWN OF SWAMPSCOTT

**REQUEST FOR PROPOSALS
For Development of a Lodging Facility
at 24 Redington Street in Swampscott, Massachusetts
Issued September ____, 2023**

The Town of Swampscott requests Proposals from parties interested in developing and owning a lodging facility at the Hadley Elementary School building ("Property") located at 24 Redington Street in Swampscott, Massachusetts. This is an adaptive reuse opportunity.

Proposals and content are set forth in this Request for Proposal ("RFP").

Interested parties should submit sealed proposals as outlined herein, no later than 5:00pm EST November 15, 2023 to Natalie Swanstrom, Designated Purchasing Agent, Business Manager, 22 Monument Ave. Swampscott Town Hall, Swampscott, MA 01907. Based on the proposals submitted, the Town of Swampscott will select a short list of two to four developers to present their proposals in person and discuss the project prior to formal selection. These in-person presentations are anticipated to be held during the week of December 4, 2023.

HOTEL DEVELOPMENT OPPORTUNITY
Swampscott, MA

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1. INTRODUCTION

The Town of Swampscott seeks a developer/owner to redevelop the Hadley Elementary School building at 24 Redington Street in Swampscott, Massachusetts, into a lodging facility. We consider this to be a unique opportunity because of the location and physical attributes of the asset, the asset's proximity to demand generators in the market, and the opportunity for a developer to create a unique and impressive hospitality asset. The Town will not lease or sell the Property for any other use than a lodging facility with associated accessory uses and public parking.

Swampscott has a long history as a seaside resort town. Numerous hotels, lodgings, and bed & breakfast establishments were located throughout the community and primarily near our many public beaches. The community feels now is a perfect time to re-establish its role as a seaside destination and reinvigorate that history. Provided in the exhibits is an outline of Swampscott's hotel history, developed by our Historical Commission.

In August 2021, the Town of Swampscott published the Hadley Reuse Report (attached hereto as Exhibit B), which details the process completed for determining potential future use of the property. Pinnacle Advisory Group, a national and well-respected hotel consulting firm, prepared an independent market study for a lodging development at the site in 2023 (attached hereto as Exhibit C).

In May 2023, Town Meeting voted to amend the Swampscott Zoning By-law and Zoning Map and established the Hadley School Overlay District (the "2023 Hadley Rezoning"). The 2023 Hadley Rezoning allows lodging up to 60 rooms and associated food and beverage uses by right (i.e. – no zoning special permit or variance is needed for the redevelopment). The 2023 Hadley Rezoning requires only administrative site plan review by the Swampscott Planning Board.

The Hadley School will remain open and in use as an elementary school until July 2024, after which the Swampscott School Department will turn over control of the property to the Town. The site includes two buildings: the main building is a three-story building originally built in 1911; the smaller annex building was built in 1925. The 2023 Hadley Rezoning additionally permits the construction of a parking structure for both municipal and lodging use onsite. Construction of a parking structure is not required, although the Town is willing to entertain potential public/private partnership relative to the construction and use of a parking lot and/or parking structure for both hotel and public parking purposes.

While the Pinnacle report includes early recommendations for a lodging development, in its response to the RFP, the Developer should propose a lodging facility that it thinks makes most sense for the location and physical attributes of the property. The Town recognizes that the development proposal may differ from the early recommendations developed by Pinnacle.

The Town is eager to complete this development and invites Developers to respond to this RFP with proposed creative development and financial structures to see the project to completion.

2. RFP SCHEDULES AND PROCEDURES

2.1 Schedule

Following the issuance of the RFP, interested parties should contact Marzie Galazka, Director of Community and Economic Development at mgalazka@swampscottma.gov or at 781-596-8829 x 1251 to schedule a property tour.

Any questions regarding the property, building, or RFP must be made in writing and submitted to Natalie Swanstrom (nswanstrom@swampscottma.gov). Written responses to all questions will be made available to all interested parties.

The schedule for the issuing and responding to this RFP as well as the anticipated schedule after the submission date is as follows (note that all of the below dates are approximate and subject to change):

| | |
|--|---------------------------------|
| RFP Issued | September __, 2023 |
| Site Tours: | September – October 2023 |
| Deadline for submission of written Questions: | October 15, 2023 |
| Answers to Questions will be returned by: | October 31, 2023 |
| Deadline for submission of proposals: | November 15, 2023 |
| Presentations of those Selected as Finalists: | Week of December 4, 2023 |
| Finalist Selected | December 31, 2023 |
| Contract Negotiation | January 2024 |
| Finalize Agreement | March 2024 |
| School Closes, Ownership Reverts to Town | June 2024 |
| Finalize design and secure permitting and zoning (est.) | January 2025 |

2.2 Format

Respondents shall submit their qualifications and proposal in physical print format with a PDF version of submitted materials on a USB Flash drive.

2.3 Submission of Proposals

Proposals must be received by **5:00pm EST on November 15, 2023**. Eight (8) copies of sealed proposals marked “Redevelopment of Hadley School RFP” should be delivered in print format to Natalie Swanstrom, Designated Purchasing Agent/DPW Business Manager at Swampscott Town Hall, 22 Monument Ave, Swampscott, MA 01907. Proposals must be submitted in an 8 ½” x 11” format for text, and to the extent practical, for graphics. Oversized pages or graphics should be folded to 8 ½” x 11”.

The proposal package must include a Price Proposal Form (see Exhibit F), indicating the proposed dollar amount and payment structure of the lease or sale for the Property. The Price Proposal must be in a separate, sealed envelope and marked “Redevelopment of Hadley School RFP Price Proposal.” All lease proposals shall be based on a so-called absolute triple net basis (i.e. the Respondent shall be responsible for all costs

associated with the Property including the land and all improvements located thereon). Respondents shall use the form attached to this RFP.

2.4 Meetings and Presentations

Presentations of finalists are expected to take place in person during the week of December 4, 2023

2.5 Selection

Selection process will require various negotiations.

2.6 Lease /Purchase and Sale Agreement

The Respondent who is awarded the RFP shall be required to enter a binding agreement with the Town to purchase or lease the Property, as applicable (the "Binding Agreement"). The Binding Agreement shall incorporate the terms and conditions of this RFP and shall contain provisions customary to a lease or purchase and sale agreement under similar circumstances and containing such other terms and provisions acceptable to the Town. The Binding Agreement shall be executed within ninety (90) days of the award of the RFP. A Land Development Agreement (as discussed below) and, in case of a proposed lease of the Property, a ground lease, and in the case of a sale of the Property, a purchase and sale agreement, shall be negotiated and attached as exhibits to the Binding Agreement and shall be executed at the closing.

Further included in the Binding Agreement shall be:

- a. In the event of a proposal to purchase the Property, the dollar amount of the purchase price to be paid at the closing;
- b. In the event of a proposal to ground lease the Property, the dollar amount of the ground lease (in total over course of lease term) and the proposed length of ground lease term (not to exceed 99 years);
- c. Requirements for a deposit which, with the proposal security, shall be equal to ten (10%) percent of the total ground lease value or purchase price, as applicable;
- d. A clause affirming the conditions upon which a closing will occur. Once said conditions have been met to the satisfaction of the Town, the closing shall occur within thirty (30) days, time being of the essence;
- e. A statement that the proposed Land Development Agreement (as discussed below) shall be incorporated by reference in its entirety in the Lease or Purchase & Sale Agreement, as applicable; and

Land Development Agreement

At the closing of the Property, the Town of Swampscott and the Respondent shall execute a Land Development Agreement (LDA), which shall be recorded with the Essex South Registry of Deeds prior to any financing mortgage or other monetary encumbrance upon the Property. The LDA shall be negotiated, and the terms thereof agreed upon, in conjunction with the negotiation of the Binding Agreement. The LDA shall, at a minimum, specify the terms and conditions that must be satisfied prior to the lease or sale of the Property to the Respondent: (a) the Respondent has a firm commitment from an institutional lender for financing the development and completion of the Project in an amount and upon terms reasonably satisfactory to the Town; and (b) the Respondent has obtained all permits and approvals necessary and appropriate to develop the Project as proposed.

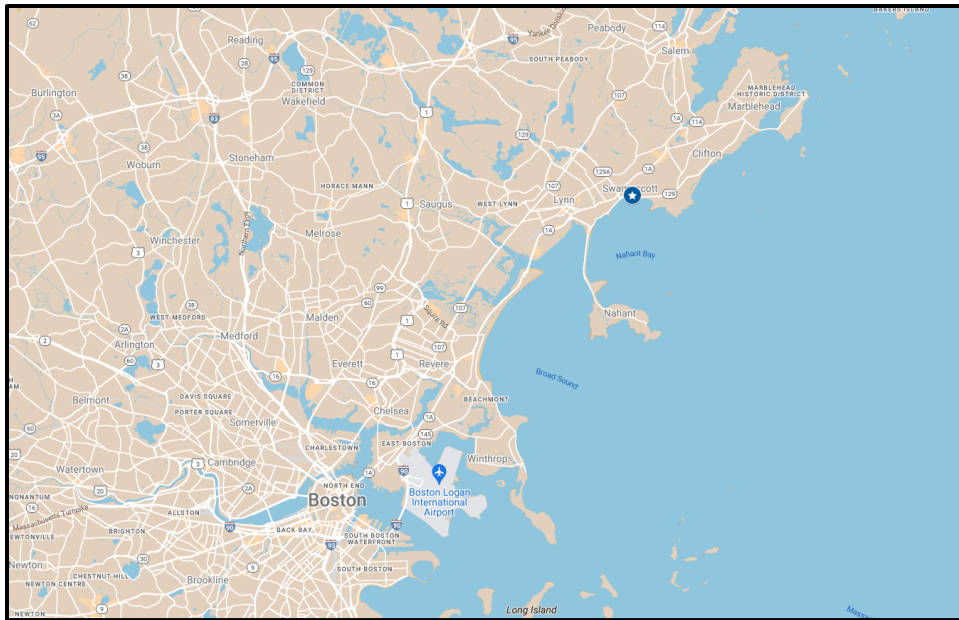
The LDA shall incorporate the Respondent's plan for the Property submitted with its RFP, and shall otherwise

include, but not necessarily be limited to, the following:

- 1) Identification of the parties; description of the Property and an affirmation of the award of the Project to the Respondent.
- 2) A statement of the Respondent's obligation to develop, construct and otherwise use the Property in accordance with the RFP, the proposal, the LDA, and other terms and conditions required by the Town.
- 3) Respondent's acknowledgement that it will be solely responsible for securing all necessary approvals, licenses and permits required by government authorities; complying with all applicable state statutes, by-laws, codes and regulations, providing quality workmanship and using first-class materials of high quality.
- 4) A statement that the Respondent will not permit any mechanic's liens or similar liens to be imposed or remain on the Property for more than sixty (60) days.
- 5) A statement of the Respondent's rights relative to the sale, assignment, or refinancing of the Property.
- 6) A statement of the Respondent's obligations to place and maintain insurance on the Property and all improvements thereon.
- 7) General provisions that address the Town's right of access to the Property for the purpose of inspection.
- 8) A statement acknowledging the Respondent's responsibility for all development, construction, and operational costs.
- 9) A statement of the respective rights, obligations, and remedies of the Town in the event of default by the Respondent.
- 10) A statement of the Respondent's financial obligations in the event that the Town finds it necessary to enforce the LDA through legal proceedings.
- 11) A statement of those circumstances under which the Respondent shall indemnify the Town.
- 12) Provisions that address notices, waivers, term of the LDA, binding of parties, exclusivity of written agreement and governing law.

3. BACKGROUND AND DESCRIPTION

Swampscott is located approximately 15 miles northeast of Downtown Boston, nearly halfway between Boston and the New Hampshire state border. It is bordered by the town of Marblehead to the northeast, the city of Salem to the northwest, the city Lynn to the southwest, and the Atlantic Ocean to the south. The following map highlights where the site is located relative to its region.



Site Information

The subject site for the Proposed Hotel Development is located at 24 Redington Street in Swampscott, MA. The site currently houses the Hadley Elementary School building and parking lot. The Proposed Hotel will be redeveloped within the existing school building structure. The site is bound by Redington Street to the southeast, Stone Court to the northeast, Linscott Park to the north and northwest, and a small commercial building followed by Humphrey Street (Route 129) and the Atlantic Ocean to the south.

The site is at the nexus of the Olmsted Historic District and the Humphrey Street commercial corridor, making it an important and highly visible location. It is also within walking distance of the Swampscott Commuter Rail (approx. 1 mile) and adjacent to the MBTA bus (MA 129) on Humphrey Street, making it accessible by multiple forms of transportation. The site is currently zoned A-4 Residential but is a part of the Humphrey Street Overlay District which promotes increased commercial uses in the Humphrey Street corridor.

Access to the site is via Redington Street and it should be assumed that the street will offer two-way traffic; the current one-way regulation is specific to the two elementary schools currently in operation in the neighborhood. The site is visible from Humphrey Street and from part of the Olmsted Historic District. The views from the subject site, particularly on the upper levels of the building and from the roof offer remarkable and unobstructed views of the Atlantic Ocean and Boston Skyline.

The site is immediately proximate to the “Hawthorne-by-the-Sea” waterfront site, which was acquired by the Town in December 2022. The Town is currently in the process of developing the plan for the reuse of the site, which will serve as a center piece of public space for the Town. The April 2023 “Revisioning Hawthorne” Report which details the current state of development and ideas considered, is included in the Addenda to this RFP.

The following summarizes the advantages of the subject site:

- The subject site is located across the Street from King’s Beach and will have water views from the second floor and above. The Proposed Hotel would be the only hotel in the competitive set to have ocean and Boston skyline views.

- The site is about 1,000 feet from Fisherman's Beach which is the town's working harbor and includes a pier and the municipal Fish House.
- Given its location proximate to Humphrey Street, Swampscott's main commercial corridor, the subject site is within walking distance of multiple restaurants, services, and other local amenities.
- The subject site is adjacent to Swampscott's Linscott Park, which offers a beautiful green landscape for the backside of the hotel. Linscott Park is the town festival and event epicenter providing family friendly events for locals and hotel guests alike.
- The subject site allows for parking to accommodate hotel guests and employees. Construction of parking structure is not required, although the Town is willing to entertain potential public/private partnership relative to the construction and use of the parking lot and/or parking structure for both hotel and public parking purposes.
- Given the location of the proposed property, there is a potential for a great rooftop function space providing a spectacular view unlike any in the Northshore.

Additional Development Specific Detail

The Town encourages the Respondents to the RFP to develop their own vision and specific development details for the proposed lodging facility. One option may follow the proposed facilities recommended by Pinnacle in the study completed in March 2023, which included developing a small, independently operated upper-upscale boutique hotel with 40 guestrooms, lobby/lounge space with seating area, breakfast and bar area, fitness room, and business center amenities. Guestrooms would include approximately 6-8 suites, and a mix of King and Double Queen rooms, and a portion of guestrooms would have water views. As conceived by Pinnacle, the Hotel and guestrooms would be an upper-upscale, modern design that features the town's history and nautical attributes. Respondents should view the Pinnacle recommendations as informational only, and Respondents should propose their specific idea(s) related to the repositioning of the property for the stated purposes.

Furthermore, the Pinnacle recommended that the property include a food and beverage offering to include daily breakfast, complimentary coffee/tea in lobby, and evening bar service with light bites as well as a rooftop lounge area serving drinks and light dishes, approximately 2,000 to 2,500 square feet of event space (a substantial portion of which would ideally be on the rooftop), as well as tented outdoor space that can services social events (i.e., weddings) for up to 150 people.

Group One Partners developed schematic designs for the property as conceived by Pinnacle. As with the Pinnacle recommendations, the schematic designs prepared by Group One Partners are provided for informational purposes only (complete materials are provided in the exhibits). Respondents should propose their specific idea(s) related to the repositioning of the property for the stated purposes.



As stated above, these recommendations and schematic designs references are intended to represent merely one potential development for the subject site. The Town encourages the Respondent to prepare its own recommendations, designs and specifications for the property incorporating some, none or all of the ideas presented here.

4. EVALUATION CRITERIA

Each proposal will be evaluated and scored based on the proposal's responsiveness to Town interests, including, but not limited to, the selection criteria as listed herewith.

The Respondent selected will be given exclusive rights to negotiate with the Town the terms of a Binding Agreement as discussed herein. If, at any time, such negotiations are not proceeding to the satisfaction of the Town, in its sole discretion, the Town may choose to terminate said negotiations and return any deposits previously provided to the Town, without any further obligation or liability to the Respondent. The Town may select another Respondent with whom to initiate negotiations.

Proposal Submissions will be evaluated on the following criteria:

- The Respondent's articulated vision for the proposed property;
 - Most Advantageous – vision for redevelopment is articulate and aligns with town planning goals
 - Least Advantageous – vision is not articulated clearly
- The degree to which the Respondent has relevant experience with similar properties;
 - Most Advantageous – extensive experience with development or ownership of similar projects
 - Least Advantageous – limited or no experience with similar projects
- Respondent's financial resources and confirmation of ability to secure financing necessary for this scope of development and Respondent's financial proposal to partner with the Town
 - Most Advantageous - A proposal that includes a positive, historical record of completion of similar projects, including without limitation evidence of the financial strength of the Respondent, and a high likelihood of securing all financial resources required to commence and complete the Project.
 - Least Advantageous - A proposal that does not include a positive, historical record of completion of similar projects, including without limitation evidence of the financial strength of the Respondent, and a high likelihood of securing all financial resources required to commence and complete the Project.
- Feedback provided by references, related to both general and hotel development.
 - Most Advantageous – References demonstrate that the Respondent has experience and can lead the development effort and operation from predevelopment to full occupancy, including without limitation maintaining compliance with all applicable regulatory requirements.
 - Least Advantageous- References do not demonstrate the Respondent's capacity to lead development effort, or operate a lodging facility.
- The willingness of the Respondent to work with the parameters established by the Town.
 - Most Advantageous – Respondent is willing to enter into a Lease /Purchaser and Sales agreement, and Land Development Agreement that explicitly state their obligation to adhere to the parameters established by the Town.
 - Least Advantageous -Respondent is not willing to enter into a formal agreement with

the town.

- If the Respondent is a qualified developer that is partnering with a qualified hotel operator, the qualifications of said operator, to include length of time in business in the hospitality industry, current portfolio of owned/operated hotels, reputation with hotel brand managers and hotel lenders, etc.
 - Most Advantageous – The Responded and or qualified developer has 10 or more years of experience successfully developing, managing or owning a lodging facility
 - Least Advantageous- The Respondent and or qualified developer has less then 10 years of experience successfully developing, managing or owning a lodging facility
- The confidence in the degree to which the Town believes the respondent can fully execute the defined vision.
 - Most Advantageous – Respondent provided a comprehensive proposal that shows past experience and ability to executing similar projects
 - Least Advantageous – Responded has limited or no record of executing similar projects

5. INTENTIONALLY OMITTED

6. SUBMISSION REQUIREMENTS

Each proposal must include the following:

Price Proposal Form

In a separately sealed envelope, the submission must include a completed price proposal form (found in Exhibit F) indicating the proposed dollar amount and payment structure of the lease or sale for the Property.

Proposal Security

Proposal security in the form of a certified check, cashier's check or bid bond payable to the "Town of Swampscott" in the amount of five percent (5%) of the Respondent's proposed lease/sale value must accompany the proposal package. The proposal security of parties not selected will be returned within a reasonable time after the date of an award. Proposal packages which fail to include security, or those of responding parties who fail to provide the aforementioned security by the submission deadline, will be summarily rejected as non-responsive.

Required Documents

Each project proposal must include the following executed documents (see Exhibit G):

- I. Disclosure Statement
- II. Certificate of Non-Collusion
- III. Tax Compliance Certificate
- IV. Statement of Beneficial Interest
- V. Certificate of Authority

Transmittal Letter

Proposals shall include a transmittal letter identifying the development team. Transmittal letters shall also identify the principal(s) or officer(s) of each respondent authorized to execute documents on behalf of the company, as well as a contact person from the team to receive subsequent communications from the Town with respect to the RFP.

Vision for the Proposed Property

Proposals shall include a summary of the proposed hotel development, including features such as number of guestrooms, food and beverage services, meeting facilities and other amenities, as well as the anticipated market position for the property.

Further, the proposals should include a summary of anticipated hotel management for the property, and whether the property will be owner-operated or which professional third-party management company will partner with the developer/owner on the project.

Preliminary Development Budget and Financing

Proposals shall include a preliminary development budget, schedule of sources and uses of funds and proposed municipal incentives to aid in the development.

Due Diligence

The selected Respondent will be afforded the ability to perform due diligence prior to any closing or lease finalization. In anticipation of this, the Project Proposal should outline the due diligence the Respondent intends to conduct and the estimated timing to perform those tasks.

General Company Information and Experience

Please provide the following:

- I. *Organization Chart* – Provide an organizational diagram of the corporate development / ownership team. Team members should be clearly identified and the relationships among team members should be indicated.
- II. *Comparable facilities* – Listing in tabular form of other similar hotels developed/owned by the Respondent, to include the following: Location, opening date, period that respondent was/is the owner, room count, food and beverage outlets, and function space, and operator name.
- III. *Portfolio* – For the developer/owner, a listing of other existing and proposed hotels under development/management (please include name, location, room count, food and beverage outlets, function space).
- IV. *Projects in Your Pipeline* – A list of projects that you have in various stages of completion, to include new development, major renovation projects, and pending (operator) management onboard transitions, and due to become operational in the next three years.
- V. *Comparable Development Budgets* – Please provide a summary of similar development projects and the budgets associated with these development projects.
- VI. *Background on Key Employees* – Provide resumes or biographical information on key employees that will be working on the development and their roles.
- VII. *Corporate Financial Statement* – The Town needs to ensure that the selected party has the resources, particularly following the challenging business environment associated with the

global pandemic. Kindly provide a review quality corporate financial statement for the years ending 2019, 2022, and projected for 2023.

This Request for Proposal (“RFP”) contains statements, descriptions and information pertinent to the site, the Town of Swampscott, and other project related information. The statements, descriptions and information contained herein are for informational purposes only. The Town of Swampscott does not represent, warrant or guarantee the accuracy or completeness of such information and any respondent to this RFP should complete its own due diligence with respect to said information.

7. CONFIDENTIALITY

All proposal packages, their contents and accompanying documentation, no matter when submitted, will become the property of the Town and will be regarded as public records when received as directed by M.G.L. Chapter 4, Section 7, Clause 26. Respondents should be further aware that, with certain exceptions, the Town is required under M.G.L. Chapter 66 to make its records available for public inspection. Respondents should appropriately mark all materials they deem confidential or proprietary. However, the Town will bear no liability to any Respondent in the event that the Town is legally required to disclose information that a Respondent may define as confidential or proprietary.

8. RELEVANT EXHIBITS

- A. Era of Swampscott Hotels
- B. Hadley Reuse Report
- C. Pinnacle Advisory Group Lodging Market Study
- D. Revisioning Hawthorne – April 2023
- E. Group One Partners’ Hotel Conceptual Plan
- F. Price Proposal Form
- G. Required Documents

EXHIBIT A

The Era of Swampscott Hotels

Jonathan Leamon, Vice Chair

Swampscott Historical Commission

Swampscott was once the leading resort community on the North Shore, with about twenty hotels operating at various times from the early 1800s. Following the conversion of the Cap'n Jack's site in 2012 to waterfront condominiums, Swampscott no longer had a single hotel. Through this RFP process, we hope to remedy that.

Hotel Beacon, one of the oldest known hotels in Swampscott, which was part of Lynn at the time, dates to the beginning of the 19th century. Located on Orient Street (now Puritan Road), it was at the intersection of what would be Smith Lane today. Little is known about this hotel. We know that by 1814, the hotel was razed to accommodate the future first schoolhouse, "The Beach School," in Swampscott, which was purchased, used, from Marblehead for \$50 by James Phillips, a prominent Swampscott resident. Apparently, 10 yoke of oxen moved the 25 x 30 ft. school building to a site near where the Hotel Beacon stood. How fitting it is that over 200 years later, we are preserving an historic school building, also close to the beach, for reuse as a hotel!

Swampscott had three very large hotels that were famous for different reasons. Guests who stayed at the New Ocean House and Hotel Preston were likely to read about their arrival, or their departure, or both on the "Society" page of area newspapers. The Lincoln Hotel, on the other hand, was known for its thirsty clientele and apparently subscribed to a mantra similar to: "What happens in Vegas stays in Vegas." Bar bottles cast along the rocky shore have reputedly contributed to the abundance of tiny bits of "sea glass" that still wash up from time to time with the tide.

Named after the President who was assassinated in 1865, this 1895 photograph shows the Lincoln House Hotel, which was located at the western end of Phillips Point, now known as Lincoln House Point. By 1915, hard drinking apparently gave way to luxury. The Lincoln House Hotel was dismantled and one of its buildings was floated across the harbor to rest at its present location of 17 Puritan Road, leaving the two remaining large luxury hotels.





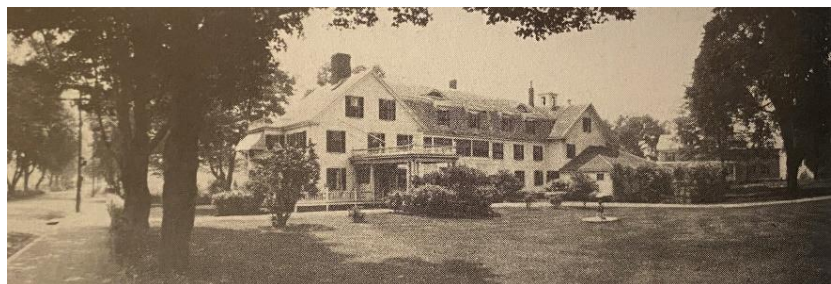
The Hotel Preston's namesake was Andrew Preston, a local who founded United Fruit Company. This post card shows the hotel as it appeared around 1925, perched high on what was known as "Beach Bluff." The hotel partially burned in 1957 and was razed shortly thereafter. Interestingly, following the fire, a decision was made to level the land (effectively hauling away the bluff) and float truckloads of soil by barge further south for the construction of additional runways at Logan Airport.

The new hotel that replaced it in 1960, essentially at (or below) sea level dealt with that issue for the next 18 years until it succumbed to the "Blizzard of 1978."

The New Ocean House started its life further down the road in 1835 as the small and far more modest "Ocean House." Following unfortunate fires in 1864 and 1882, after being rebuilt each time, it moved to its final location and grew considerably in size and reputation. Attracting celebrities and other well-heeled clientele, it became the most famous hotel in Swampscott and was known internationally. Its reputation was carefully cultivated over the years by proprietors who proudly detailed each of the renovations that occurred while the hotel was closed over the winter in its early years. A weekly newsletter published at the turn of the twentieth century kept guests informed of every detail, down to the pedigrees of the decorators and furniture companies, as well as newsworthy events of the day, e.g. who is having lunch with whom, the latest "parade" of luxury automobiles, etc. This hotel, the grandest of them all, burned to the ground for a final time on May 8, 1969. It has been unceremoniously replaced by a series of duplex condominiums.

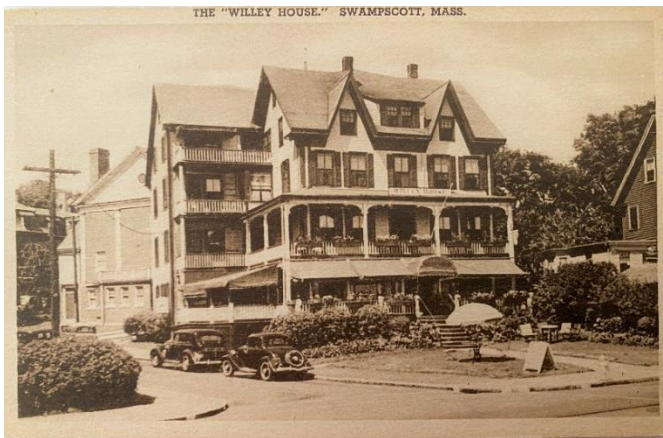


Swampscott was host to a variety of smaller hotels as well. The Deer Cove Inn, at the intersection of Puritan Rd., Atlantic Ave. and Humphrey St. hosted class banquets and wedding receptions. There were also horse riding lessons until a 1930's town ordinance banned stables in this area of town.





The Sunbeam Inn was located on State Road (now Paradise Road) at the intersection of Salem Street. Here is the dance hall and restaurant, which were located approximately where Santander Bank and Marshalls currently stand in Vinnin Square. After this building closed it served as an upscale furniture store for a short period of time prior to being razed around 1952.



The Willey House (left) at 80 Humphrey Street across from King's Beach opened initially as a boarding house in 1910 and by 1920, it was transformed into a hotel.

By 1957 its exterior (at right) was significantly altered with picture windows and a faux stone veneer in front. By 1970, in its last gasp to remain a viable concern, topless dancing was introduced which wasn't necessarily welcome by its neighbors, the church (shown in photo to the left rear) or the rectory (its next door neighbor to the right). It burned down in 1975.





Cap'n Jack's Inn on Humphrey Street began life as a Federal style house in 1835. In 1920 it became Priscilla's Boarding House and in 1967 it expanded to include the two houses to the right of the original building and changed its name. Its closure in 2012 marked the loss of the final hotel in Swampscott and for the past 11 years, there has not been a single hotel in Swampscott.

In a vote in May, 2023, Swampscott Town Meeting members agreed that it is time to look at establishing a hotel to

help fill the void left in our town by completely exiting the hospitality business. We have a perfect location less than a block from the waterfront and close to parks, shops and restaurants on the edge of the historic Olmsted District in the center of town.

The Hadley School, built in 1911 has become available with the ongoing construction of Swampscott's new elementary school, on track to open in the Fall, 2024. This beautiful Classical Revival Structure has been listed on the Massachusetts Cultural Resource Information System (MACRIS) for the past thirty years. It was named for Miss Elizabeth J. Hadley, who taught in the Swampscott School system for over forty years.

The photograph at right shows the Hadley School as it appeared in 1924. An addition (to be demolished) was built to the right in 1925.



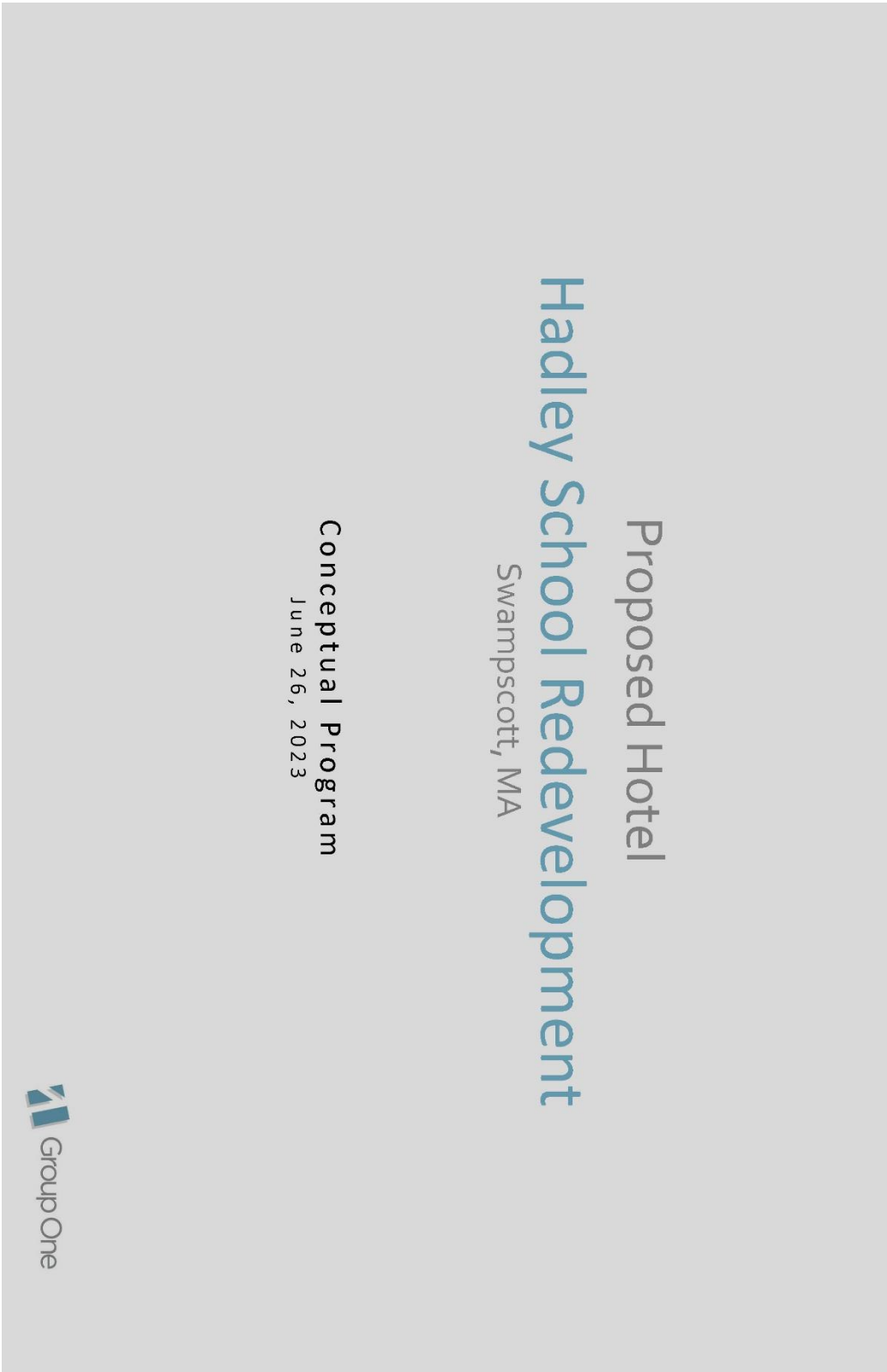
We are excited by the prospect of preserving this historic building and, at the same time, filling a void of hospitality with a boutique hotel.

EXHIBIT B
(Hadley Reuse Report)

EXHIBIT C
(Pinnacle Market Study)

EXHIBIT D
(Revisioning Hawthorne)

EXHIBIT E



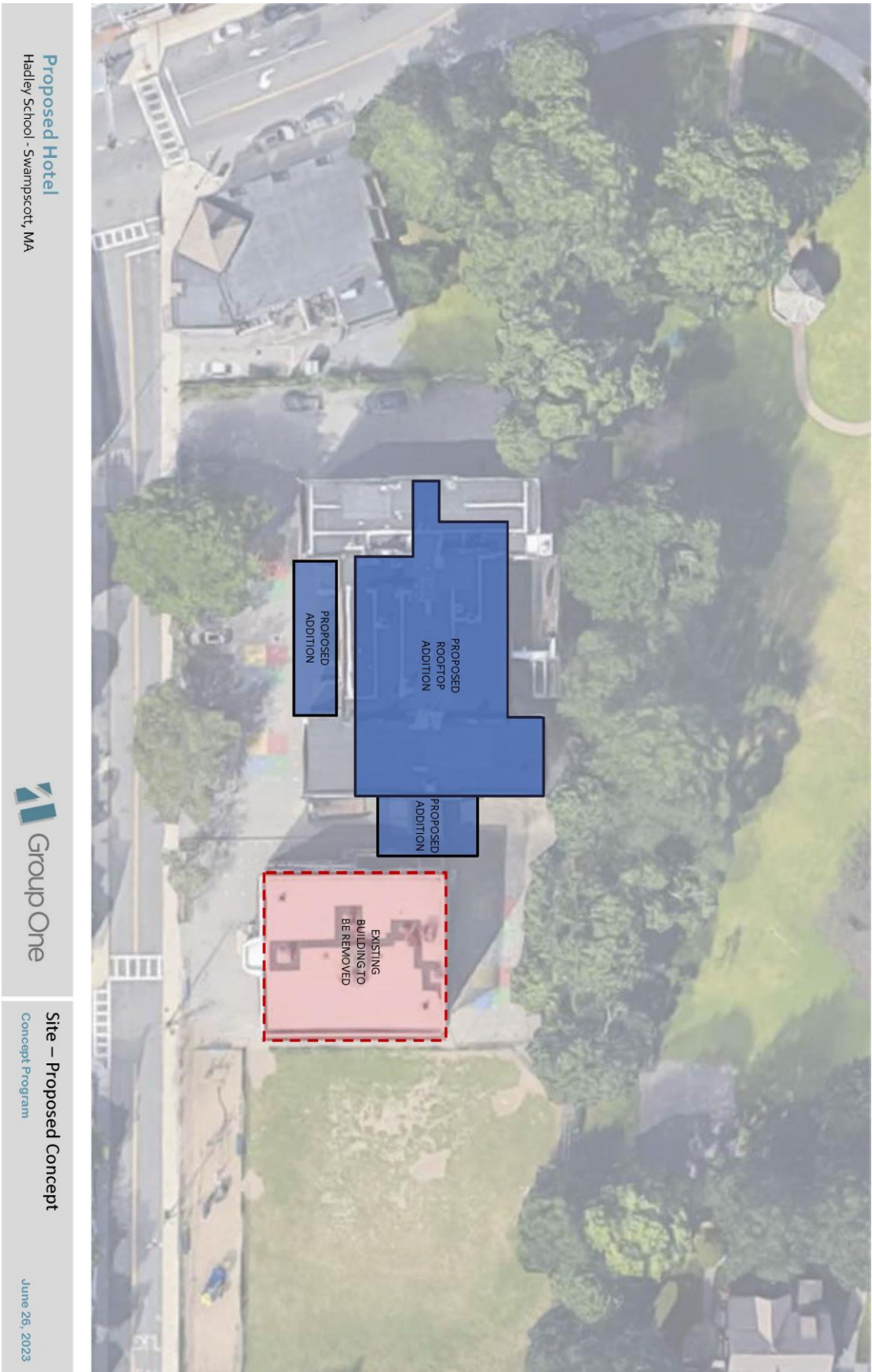
Proposed Hotel
Hadley School - Swampscott, MA



Site Aerial
Concept Program

June 26, 2023



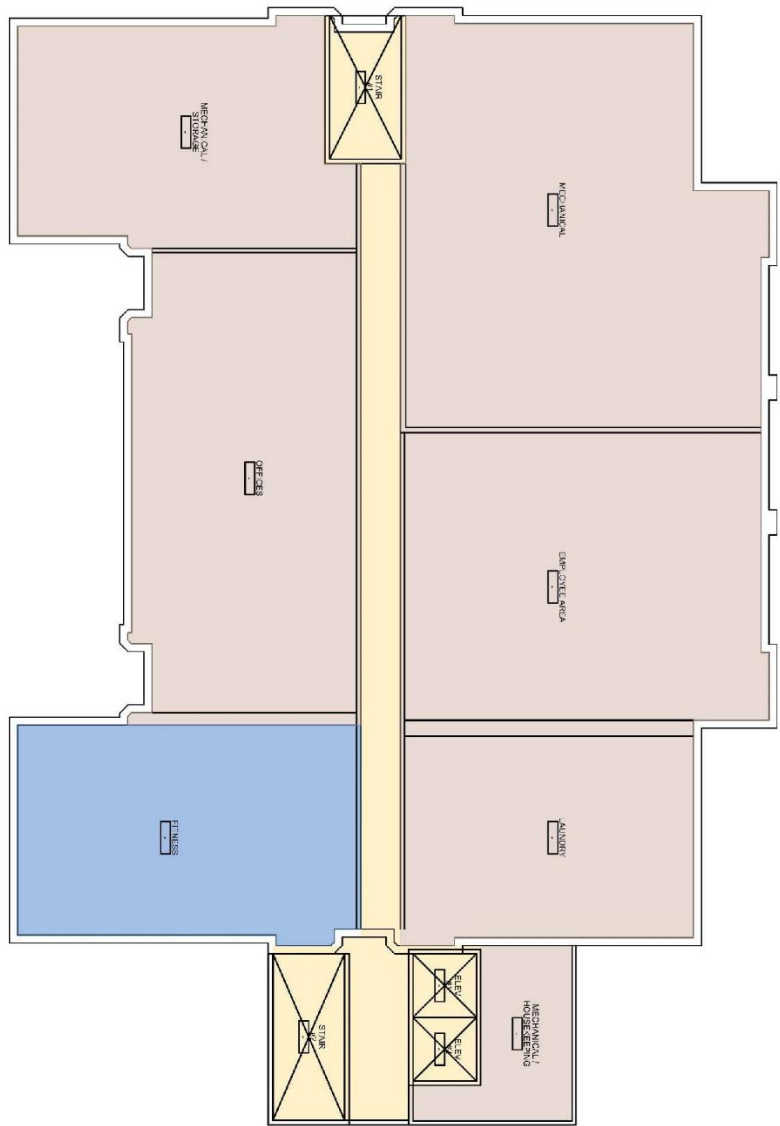


Proposed Hotel
Hadley School - Swampscott, MA



Site – Proposed Concept
Concept Program

June 26, 2023



BUILDING LEGEND

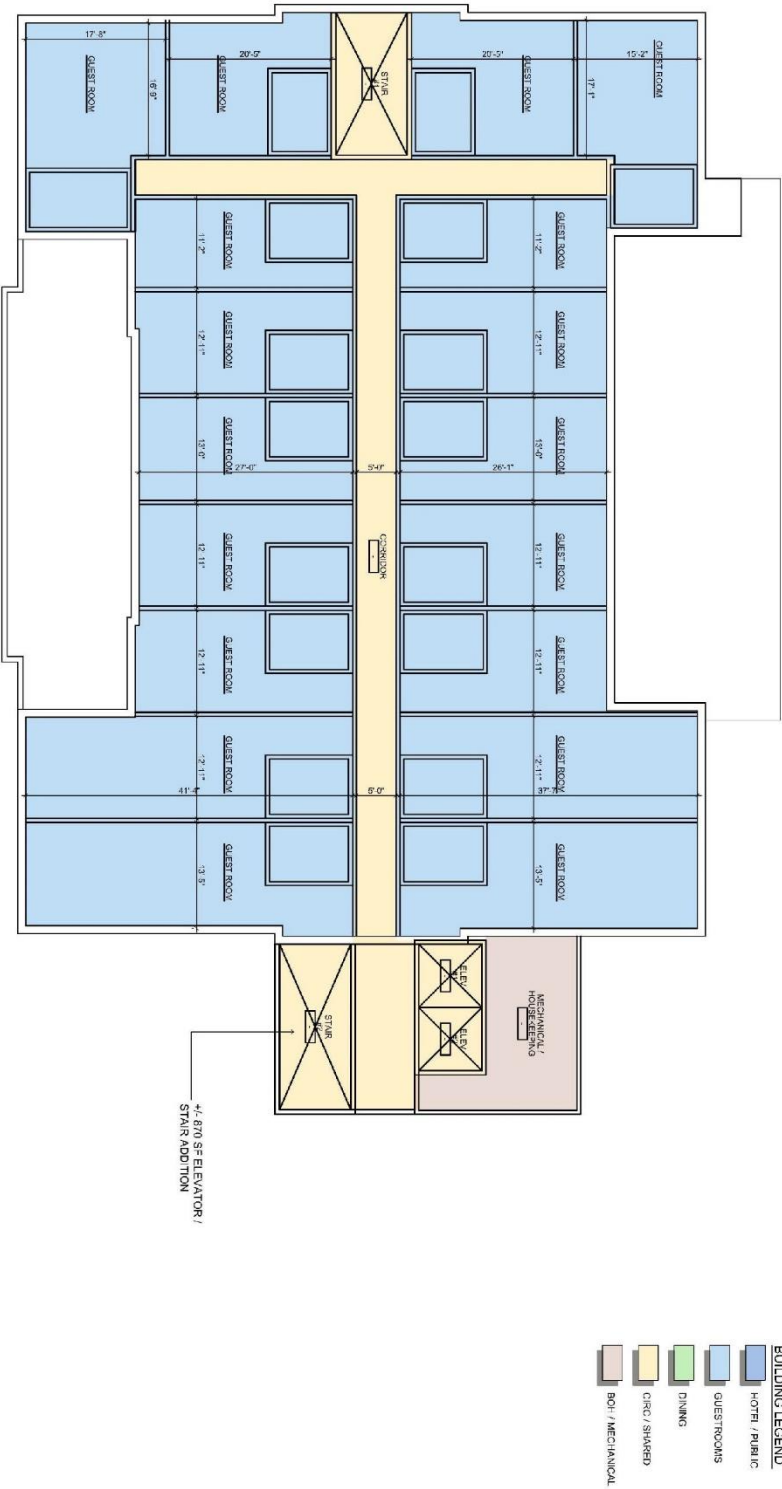
- HOTEL / PUBLIC
- GUESTROOMS
- DINING
- OFFICE / SHARED
- BOH / MECHANICAL

Proposed Hotel
Hadley School - Swampscott, MA



Lower Level Floor Plan
Concept Program

June 26, 2023



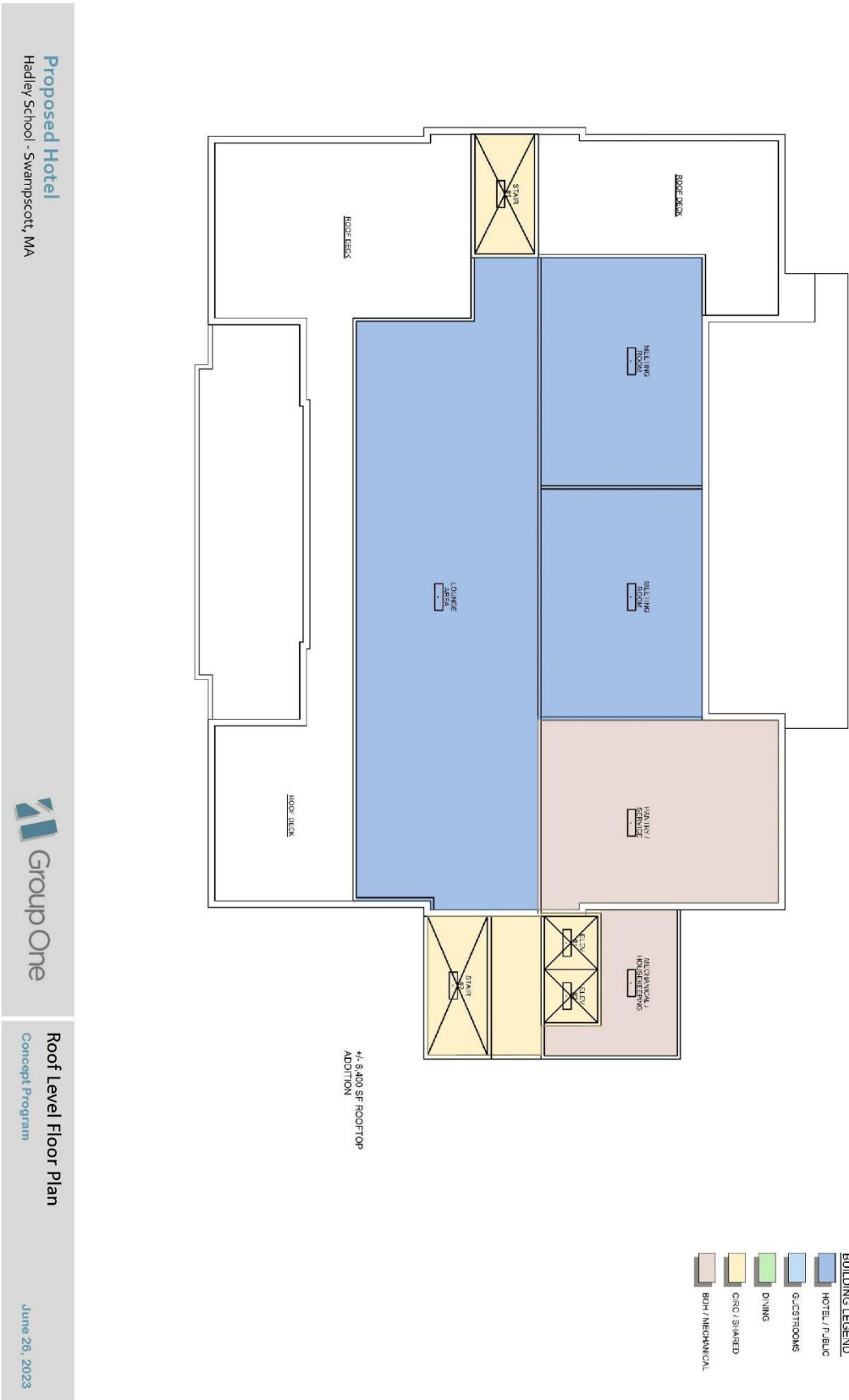


EXHIBIT F

Price Proposal Form

☐ LEASE ☐ PURCHASE

Please write your price proposal offer (lease value should equal total value over full term of lease):

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in number form

Note: *Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.*

Name of Respondent

Name of person signing proposal

Signature of person signing proposal

Date

Title

Address

City

State

Zip Code

EXHIBIT G

Respondent Entity Disclosure Statement

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of a corporation, give names of President and Treasurer; in case of a limited liability company, give names of the individual members, and, if applicable, the names of all managers; in case of a partnership or a limited partnership, all partners, general and limited and; in case of a trust, all the trustees)

| NAME | ADDRESS | ZIP CODE |
|-------|---------|----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Kindly furnish the following information regarding the Respondent:

1) IF A PROPRIETORSHIP

Name of Owner: _____

| | ADDRESS | ZIP CODE | TELE # |
|--|---------|----------|--------|
|--|---------|----------|--------|

| | | | |
|-----------|-------|-------|-------|
| Business: | _____ | _____ | _____ |
|-----------|-------|-------|-------|

| | | | |
|-------|-------|-------|-------|
| Home: | _____ | _____ | _____ |
|-------|-------|-------|-------|

2) IF A PARTNERSHIP

| BUSINESS ADDRESS | ZIP CODE | TELE # |
|------------------|----------|--------|
|------------------|----------|--------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

| PARTNER NAME | ADDRESS | ZIP CODE |
|--------------|---------|----------|
|--------------|---------|----------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

3) IF A CORPORATION

Full Legal Name: _____

State of Incorporation:

Principal Place of Business

ZIP CODE

TELE #

Qualified in Massachusetts:

Yes _____

No _____

Place of Business in Massachusetts

ZIP CODE

TELE #

Admitted in Massachusetts:

Yes _____

No _____

Place of Business in Massachusetts

ZIP CODE

TELE #

4) IF A LIMITED LIABILITY COMPANY

Full Legal Name:

State of Formation:

Principal Place of Business

ZIP CODE

TELE #

Qualified in Massachusetts:

Yes _____

No _____

Place of Business in Massachusetts

ZIP CODE

TELE #

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts ZIP CODE TELE #

5) IF A TRUST

Full Legal Name:

Recording Information:

State of Formation:

Full names and address of all trustees:

| NAME | ADDRESS | ZIP CODE |
|------|---------|----------|
|------|---------|----------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Authorized Signature of Proponent: _____

Title: _____

Date: _____

(Note: This form must be included in the proposal submission)

Certificate of Non-Collusion

Under Massachusetts General Laws Ch. 30B, Section 10, the following Certification must be provided:

“The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.”

(Please Print)

Name of person signing proposal

Signature of person signing proposal

Date

Title

Address

City

State

Zip Code

(Note: This form must be included in the proposal submission)

Certificate of Tax Compliance

STATE LAW MANDATES THAT TO DO BUSINESS WITH THE TOWN OF SWAMPSCOTT the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

Date: _____

Pursuant to Mass. G.L. Ch. 62C, Section 49A, I Certify Under the Penalties of Perjury That I, To My Best Knowledge and Belief, Have Filed All Mass. State Tax Returns and Paid ALL Mass. State and Town Taxes Required under Law.

Company Name

Street Address

Town or City

State

Zip Code

Telephone Number

Fax Number

Social Security Number **OR** Federal Identification Number

Certified by State Office of Minority and Women Business Association (SOMWBA)

Yes _____ Date of Certification _____

Failure to complete this form may result in rejection of bid and/or removal from Town Bid Lists.

Authorized Signature

(Note: This form must be included in the proposal submission)

**Disclosure Statement for Transaction with a
Public Agency Concerning Real Property
M.G.L. c. 7C, s. 38 (formerly M.G.L. c 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

1. Real Property:

2. Type of Transaction, Agreement, or Document:

3. Public Agency Participating in Transaction:

4. Disclosing Party's Name and Type of Entity (if not an individual):

5. Role of Disclosing Party (Check appropriate role):

| | |
|---|--|
| <input type="checkbox"/> Lessor/Landlord | <input type="checkbox"/> Lessee/Tenant |
| <input type="checkbox"/> Seller/Grantor | <input type="checkbox"/> Buyer/Grantee |
| <input type="checkbox"/> Other (Please describe): _____ | |

6. The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

| Name | Residence |
|-------|-----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

7. None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

Name

Title or Position

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

8. The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

9. This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date (mm/dd/yyyy)

Print Name & Title of Authorized Signer

Certificate of Authority
(To be used by corporations and limited liability companies)

At a duly authorized meeting of the Board of Directors/Members of _____, held on

_____,
(Name of Corporation/Limited Liability Company) (Date)
it was VOTED that _____,

(Name) (Title)
of this corporation/company, be and hereby is authorized to execute proposals, contracts and bonds in the name of said corporation/company, and to affix its seal thereto; and such execution of any proposal, contract or obligation in this corporation's/company's name on its behalf by such office under seal of the corporation/company, shall be valid and binding upon the corporation/company.

I hereby certify that I am the secretary/authorized representative of the above named corporation/company and _____ is the duly elected officer
(Name)

as stated above of said corporation/company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this proposal.

(Date) _____ (Secretary)

Seal:

\$50 TOWN
\$30 COMM
\$70 TOWN



TOWN OF SWAMPSCOTT OFFICE OF THE SELECT BOARD

APPLICATION FOR A HAWKER AND PEDDLAR LICENSE AND DOOR TO DOOR SOLICITATION

Application Fee: \$50.00

APPLICANT INFORMATION:

Applicant Name: GREGORY CORBELL Applicant Phone #: [REDACTED]
Applicant Address: [REDACTED]
Email Address: [REDACTED]
Applicant Height: 5'8" Eye Color: BRN Hair Color: BRN
Applicant Social Security Number: [REDACTED]

BUSINESS & OPERATION INFORMATION:

Period of time for which activity will be carried on in the Town of Swampscott:

From: 9/23 To: 12/23
Location within Town: ALL

Brief Description of Activity:

Name of Business/Company: SUMMIT ENERGY
Name of Employer/Manager: JOHN STANASEK

VEHICLE INFORMATION:

Motor Vehicle Year: *19 Make: CHEVROLET Model: EQUINOX Color: BLUE
V.I.N.: [REDACTED] Reg. Number: MA 4PK 571
State: MA Address of owner: SAA

Statement of criminal record within the past ten years:

N/A

Applicant must pay a \$50.00 application fee made payable to the Town of Swampscott. Applicants should bring the application fee, and this completed application (including the Civil Fingerprinting Consent Form) to the Police Department. At this time, applicants shall submit fingerprints to the Town of Swampscott Police Department for the Police Department to be able to conduct a state and national fingerprint-based criminal history check. At that time the application from provides two separate bank checks or money orders for fingerprints.

Fingerprinting fees include federal, state and local fees. Before being fingerprinted, all licensing applicants must pay the statutory fingerprint fee of thirty dollars (\$30.00) with a money order or bank check payable to the "Commonwealth of Massachusetts." In addition to a signature, the money order or bank check shall include the name of the applicant hand-printed in block letters.

In addition, licensing applicants must pay the municipal fingerprint fee of seventy dollars (\$70.00) with a money order or bank check payable to the "Town of Swampscott." In addition to a signature, the money order or bank check shall include the name of the applicant hand-printed in block letters.

Please see attached Civil Fingerprint Policy for information.

If food items are involved, applicant must obtain a license from the Board of Health

Signature: _____ Health Director: _____

I hereby certify under penalty of perjury that all statements made in connection with this application are true and complete to the best of my knowledge.

Signature:  Dated: 8/28/2023

For Official Use Only

POLICE CHIEF APPROVAL:

APPROVED:

☒

REJECTED:

☐

Signature:  Dated: 08-30-23

TOWN ADMINISTRATOR APPROVAL:

APPROVED:

☐

REJECTED:

☐

Signature: _____ Dated: _____

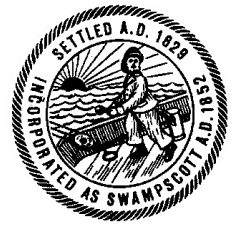
Notes:



TOWN OF SWAMPSCOTT

POLICE DEPARTMENT

531 HUMPHREY STREET
SWAMPSCOTT, MA 01907



ONE DAY LIQUOR LICENSE

APPLICANT INFORMATION

Name: Thomas Maguire

Business (if applicable): Swampscott Yacht Club

Applicant Address: 425 Humphrey Street
Swampscott, MA 01907

Name of Server: Baez, Duffy, N. Dooley, T. Dooley & Swartz

Tips Certification #: Certificate Rec'v

PROCESSING INFORMATION

License Type: Wines and/or malt

Payment Rec'd: Yes ☒ No ☐ N/A ☐

Liability Insurance: Yes ☒ No ☐ N/A ☐

Pending: Liability insurance (expected 09/01)

EVENT INFORMATION

The Swampscott Yacht Club is requesting a one-day liquor license permit for the SwamptoberFest event (in conjunction with the Recreation Dept). This event will be located on Town Hall Lawn (22 Monument Ave) on September 9th 2023, and sales are permitted between the hours of 4:00PM-8:00PM. A rain date of September 10th (sales from 3:00PM-7:00PM) is requested.

STAFF COMMENT

The lawn will be roped off and patrons are not to bring alcoholic beverages outside the designated event area. Vendor (SYC) will be checking IDs and using wrist bands. Applicant is aware of the ABCC regulations for one day special permits. There have been 22 one-day permits approved year to date. It is recommended to approve this application.

ABCC INFORMATION

For a One Day Special Permit you must contact the Local Licensing Authority of the city or town the event is held in. The Local Licensing Authorities may issue special licenses for the sale of wines and/or malt beverages to any enterprise however, special licenses for the sale of all alcoholic beverages may be issued to non-profit organizations only. The license is to be utilized for a single day.

The Local Licensing Authorities cannot grant special licenses to:

- any person for more than a total of 30 days per calendar year,
- to any person that has an on-premises license application pending before it,
- any premises that has an alcoholic beverages license.

Chief Ruben Quesada, Police Department

Sean Fitzgerald, Town Administrator

Number
2023-24

Town of Swampscott
Office of the Select Board




This is to certify that Teresa Sirignano d/b/a Café Avellino


**IS HEREBY GRANTED A
ONE - DAY LIQUOR LICENSE**

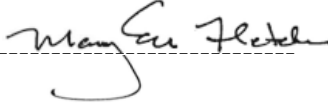
to serve wines and malt beverages to patrons, aged 21 and over, attending the Sept 8th, 2023, concert event held at Arts Resources for the Town of Swampscott d/b/a Reach Arts located at 89 Burrill Street, Swampscott, MA 01907. The event will take place indoors and service is permitted between the hours of 7:00PM and 10:00PM. This document affirms that the server, Teresa Sirignano, has been certified to serve by an industry approved alcohol service training.

Applicant Information:


Teresa Sirignano
c/o Café Avellino
242 Humphrey Street
Swampscott, MA 01907











Issued: September 6, 2023

Local Licensing Authority