



Received by Town Clerk
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*Select Board Regular Session Minutes
Virtual
September 11, 2023, 6:30 PM*

David Grishman, Chair
Katie Phelan, Vice Chair
Mary Ellen Fletcher
Peter A. Spellios
Douglas Thompson

Sean R. Fitzgerald
Town Administrator
Tel: (781) 596-8850
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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, MR. PETE KANE, HUMAN RESOURCES DIRECTOR/ASSISTANT TOWN ADMINISTRATOR

A. NEW & OLD BUSINESS:

SECOND READING OF HADLEY RFP: MR. SPELLIOS DOESN'T EXPECT ANY MATERIAL CHANGES, JUST SOME MINOR CHANGES AFTER PINNACLE ADVISORS HAVE REVIEWED THE REDLINED RFP. PINNACLE HAS PROVIDED THEIR LIST OF 3RD PARTY PUBLICATIONS THAT THEY SHARE TO AS WELL AS OTHER WAYS THEY GET THE RFP DISTRIBUTED. MR. KANE IS WORKING ON A ONE-PAGE TEASER THAT WILL INCLUDE A LINK TO THE CENTRAL REGISTRY WHERE INTERESTED PARTIES CAN FIND THE RFP. PINNACLE WILL SEND THE TEASER PAGE OUT. THE RFP WILL BE ON THE CENTRAL REGISTRY NEXT WEDNESDAY AS PER STATE REQUIREMENT. COMMUNITY SPACE IS NOT INTEGRATED INTO THE RFP BUT IS INCLUDED IN THE INFORMATION FROM THE TOWN MEETING THAT IS DISTRIBUTED WITH THE RFP. HE HAS NO UPDATE ON THE STATUS OF THE HADLEY PLAYGROUND YET. THE RFP CAN'T BE POSTED ON THE TOWN'S WEBSITE UNTIL IT'S POSTED ON THE CENTRAL REGISTRY. THIS IS TO KEEP TRACK OF WHO IS LOOKING AT IT AND ANY QUESTIONS THEY MAY ASK. NOTHING PRECLUDES A DEVELOPER FROM PROPOSING ITEMS OUTSIDE OF THE RFP. IT IS UP TO THE SELECT BOARD TO DECIDE IF THEY WANT TO JUST DO WHAT IS IN THE RFP OR ENTERTAIN OTHER IDEAS.

MR. THOMPSON FEELS UNCOMFORTABLE WITH THE LANGUAGE REGARDING A GROUND LEASE. HE FEELS IT PUTS THE TOWN AT A DISADVANTAGE. MR. SPELLIOS STATED THAT THIS IS TO GET RESPONDENTS AND HAVE THEM COMPETE FOR THE PROJECT, THAT THE REAL REVENUE WILL BE FROM THE 6 ½% HOTEL TAX AND .75% MEALS TAX.

MS. FLETCHER IS UNCOMFORTABLE WITH THE PUBLIC NOT HAVING IMMEDIATE ACCESS TO A DOCUMENT THE SELECT BOARD VOTES ON. THERE WAS A BRIEF DISCUSSION ABOUT POSTING THE RFP ON THE CENTRAL REGISTER, AT WHICH POINT EVERYONE WILL HAVE ACCESS. UNTIL IT IS ON THE REGISTER, PER STATE LAW, NO ONE CAN ACCESS IT.

MR. GRISHMAN FEELS THIS IS A GREAT OPPORTUNITY TO BRING HOTEL/MOTEL AND MEALS TAXES TO THE TOWN FROM A SITE THAT HAS BEEN OFF THE TAX ROLLS FOR 112 YEARS.

UPON **MOTION**, DULY MADE BY PETER SPELLIOS, SECONDED BY KATIE PHELAN, IT WAS UNANIMOUSLY **VOTED** TO APPROVE THE RFP FOR THE HADLEY SCHOOL AS PRESENTED, TO GIVE THE TOWN ADMINISTRATOR THE AUTHORITY TO MAKE NON-MATERIAL CHANGES, HAVE IT PUBLISHED ON THE CENTRAL REGISTER AND WORK WITH PINNACLE ADVISORY TO FULLY ADVERTISE IT: ROLL CALL: KATIE PHELAN, YES, PETER SPELLIOS, YES, MARY ELLEN FLETCHER, YES, DOUG THOMPSON, YES, DAVID GRISHMAN, YES. ALL IN FAVOR: YES. ANY OPPOSED: NO. **MOTION CARRIES.**

UPON **MOTION**, DULY MADE BY KATIE PHELAN, SECONDED BY PETER SPELLIOS, IT WAS UNANIMOUSLY **VOTED** TO ADJOURN AT 6:53 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 SEPTEMBER 20, 2023

ATTACHMENTS:

HADLEY RFP DRAFT



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.

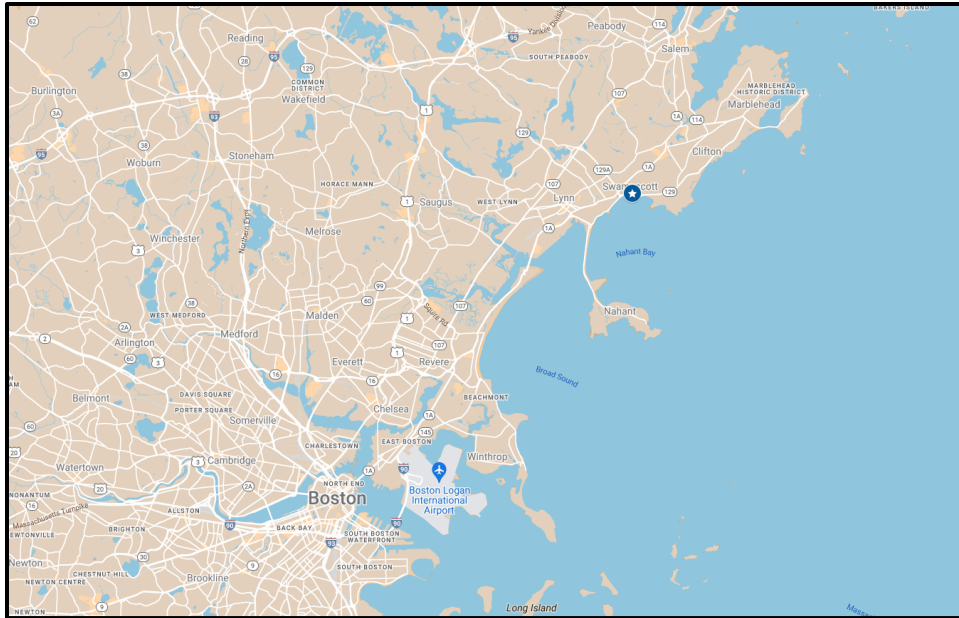
The LDA shall incorporate the Respondent's plan for the Property submitted with its RFP, and shall otherwise

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.



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.

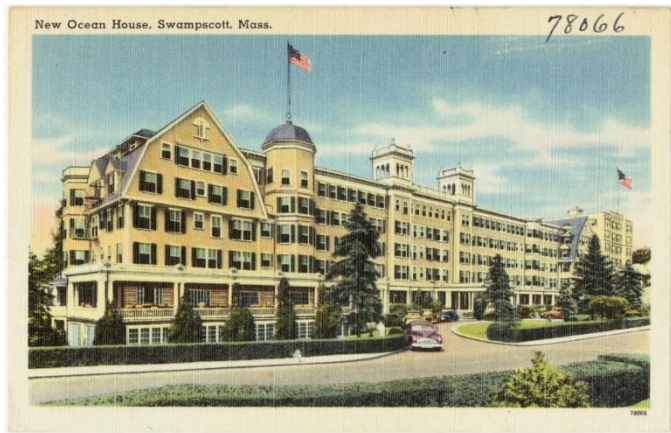




The Hotel Preston's namesake was Andrew Preston, a local who founded United Fruit Company. This post card shows the hotel as it appeared around 1925, perched high on what was known as "Beach Bluff." The hotel partially burned in 1957 and was razed shortly thereafter. Interestingly, following the fire, 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.

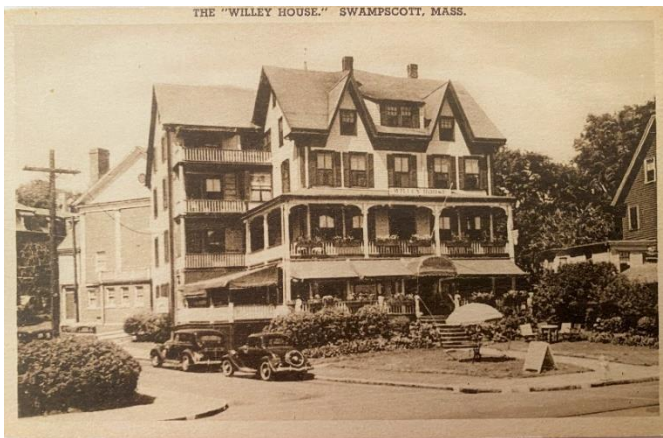


Swampscott was host to a variety of smaller hotels as well. The Deer Cove Inn, at the intersection of Puritan Rd., Atlantic Ave. and Humphrey St. hosted class banquets and wedding receptions. There were also horse riding lessons until a 1930's town ordinance banned stables in this area of town.





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



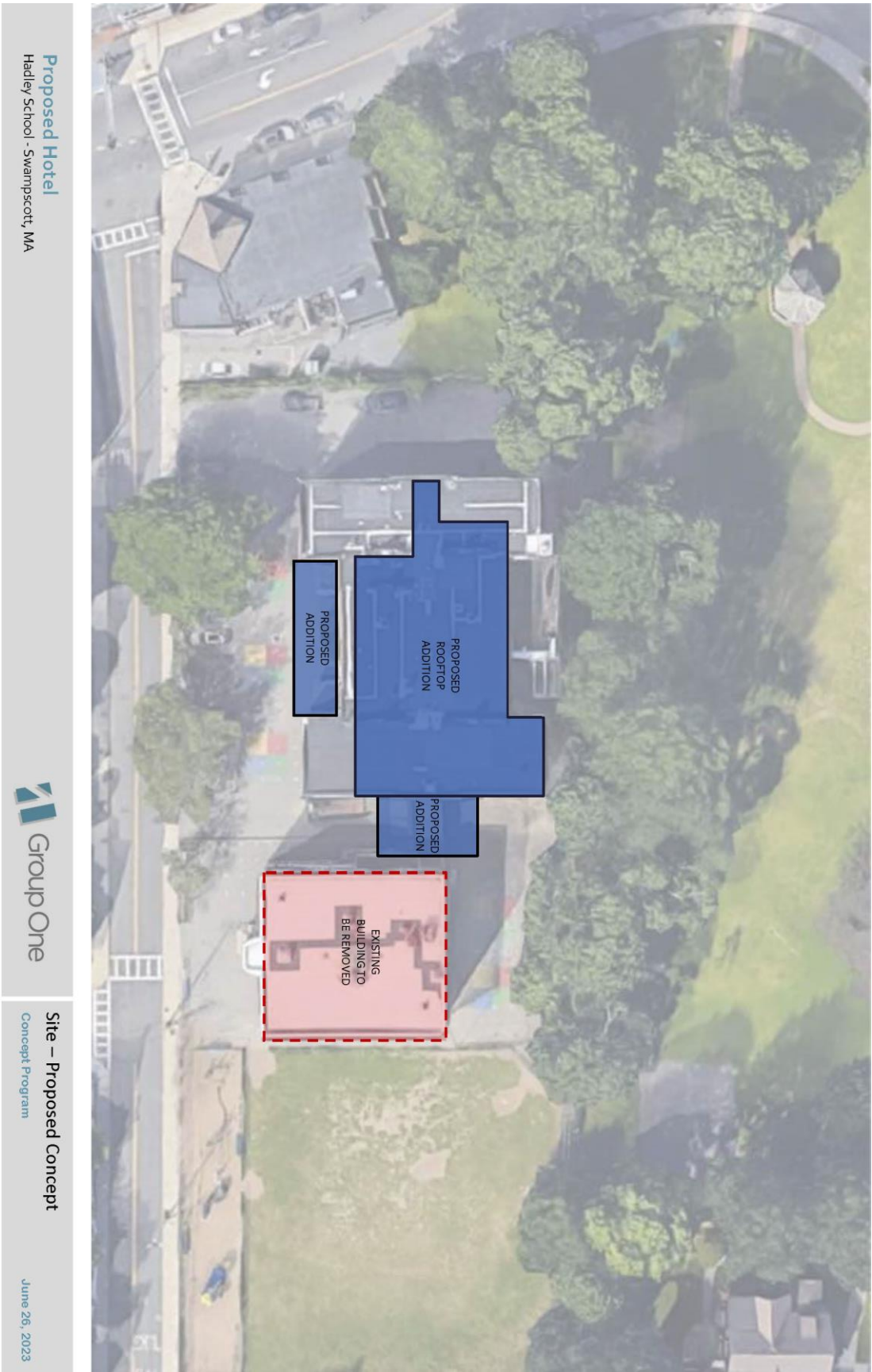
Proposed Hotel
Hadley School - Swampscott, MA



Site Aerial
Concept Program

June 26, 2023





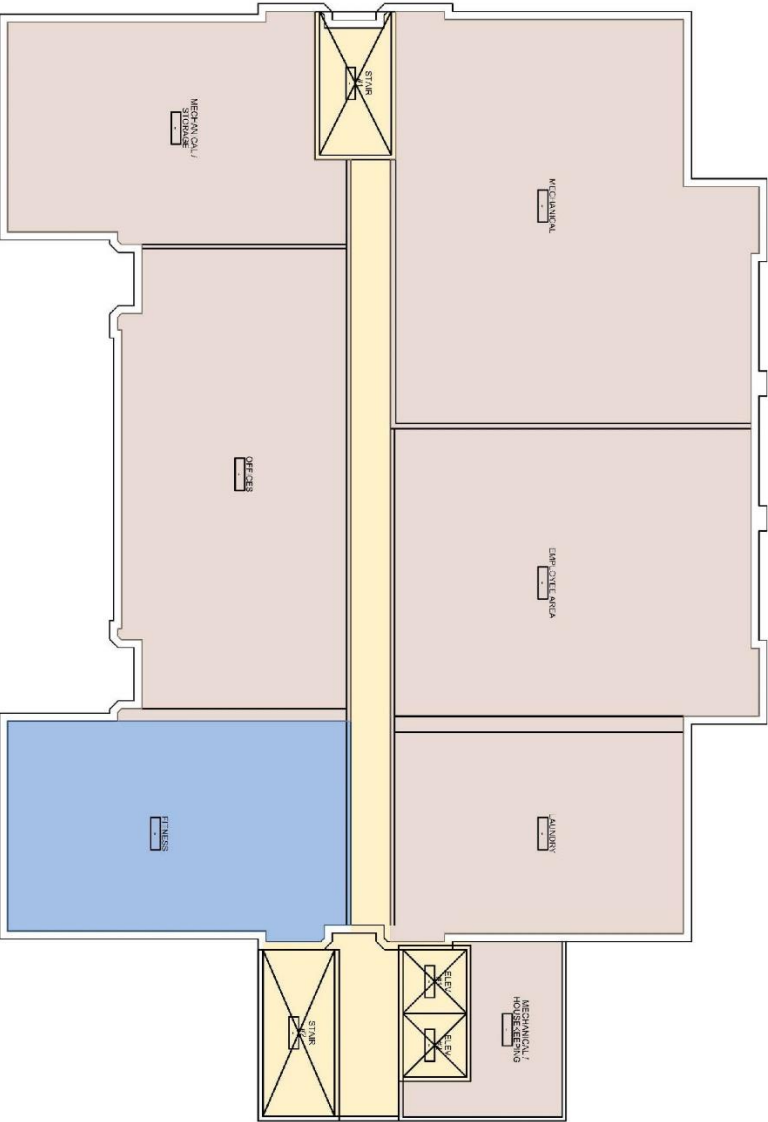
Proposed Hotel
Hadley School - Swampscott, MA



Site – Proposed Concept
Concept Program

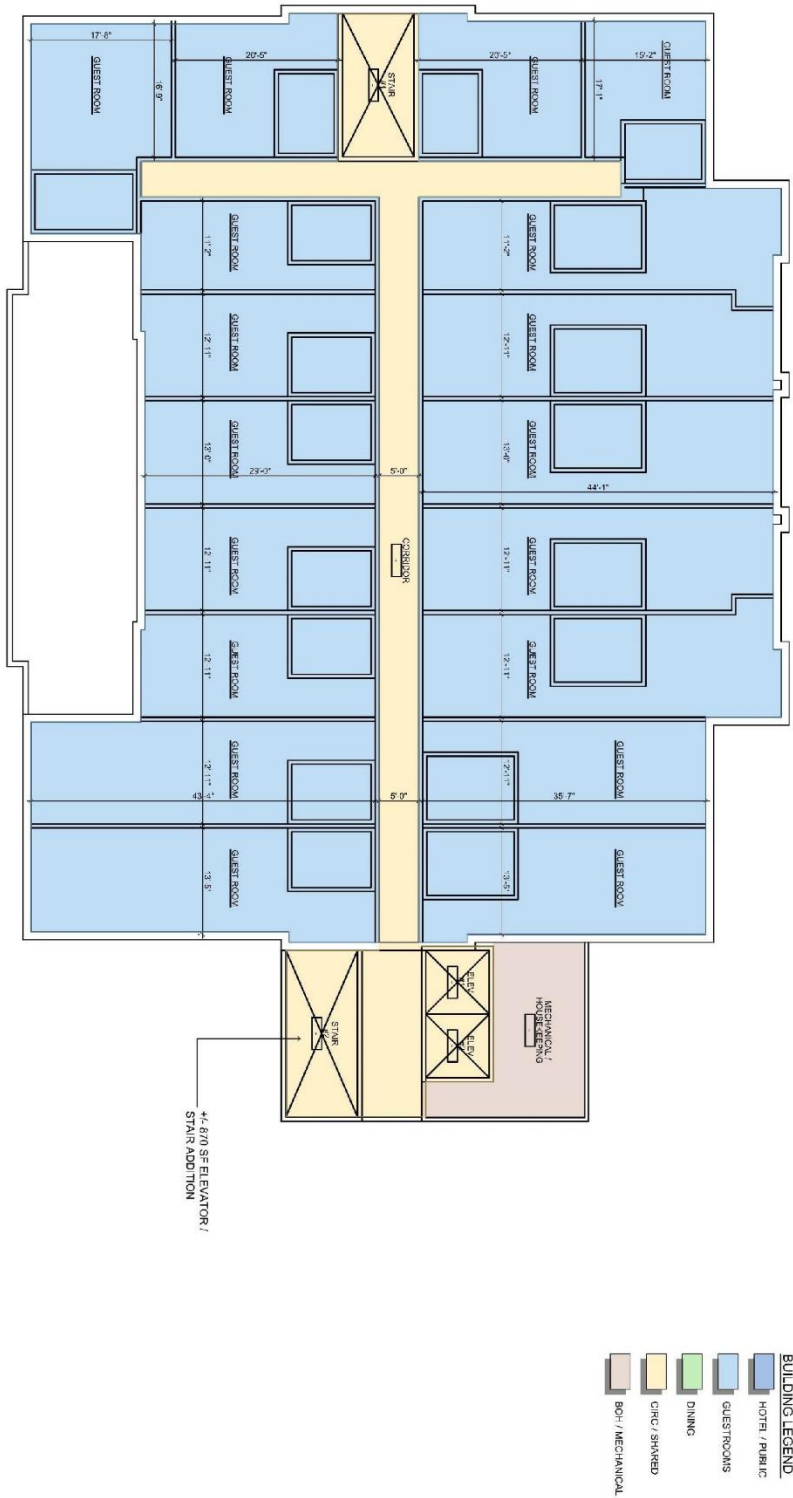
June 26, 2023





BUILDING LEGEND

- HOTEL / PUBLIC
- GUEST ROOMS
- DINING
- COR / SHARED
- BOH / MECHANICAL

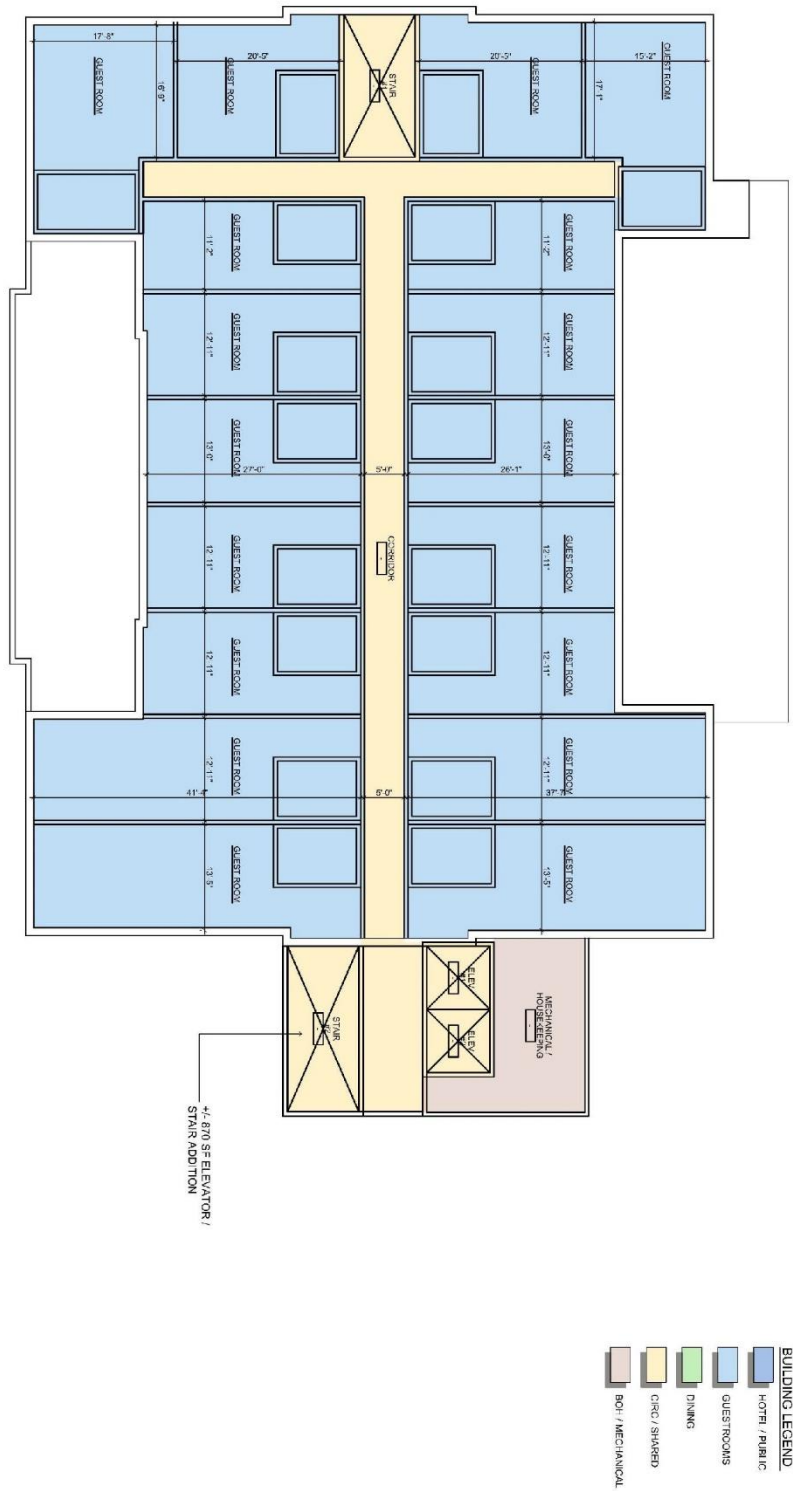


Proposed Hotel
Hadley School - Swampscott, MA



Second Level Floor Plan

June 26, 2023



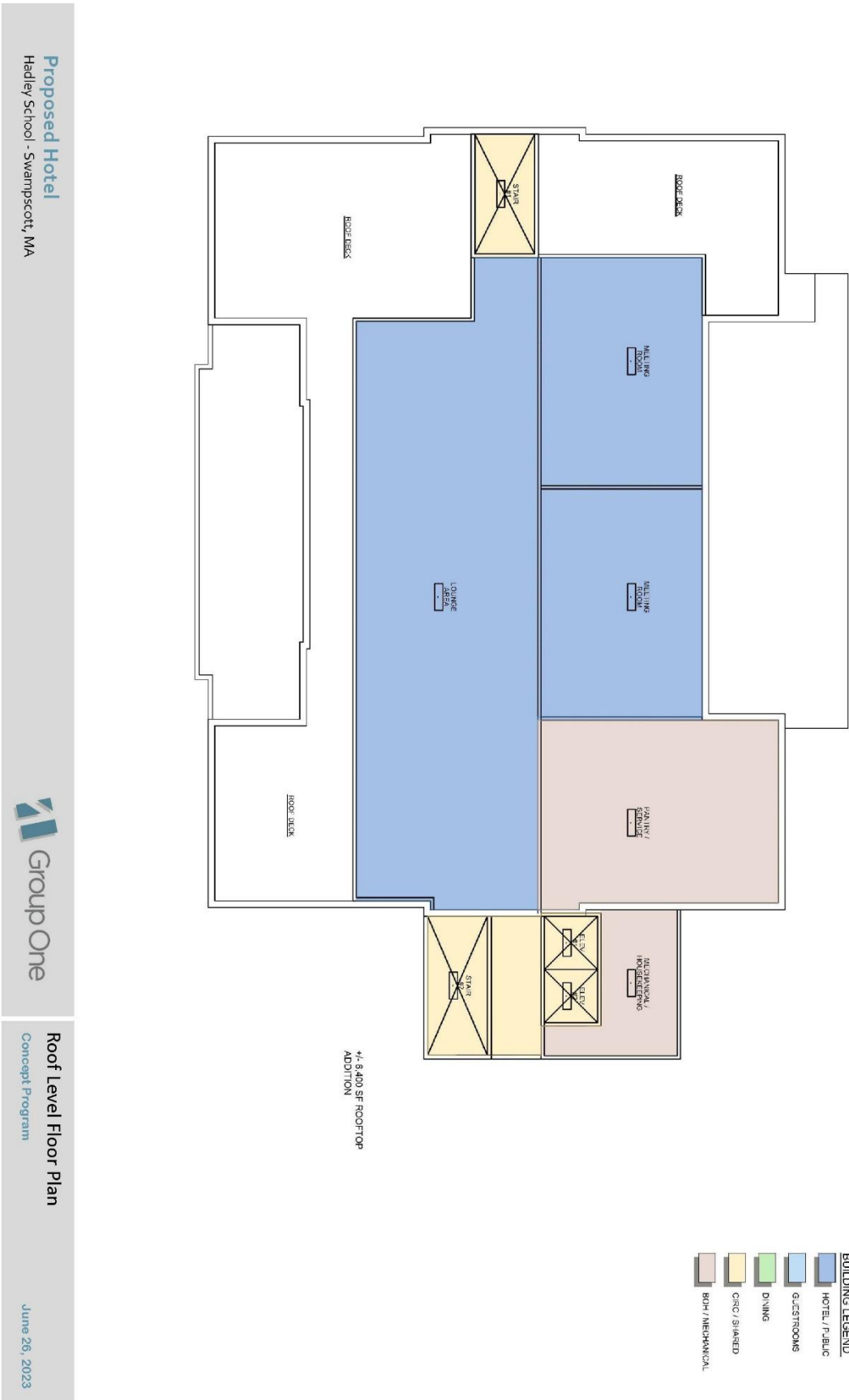


EXHIBIT F

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)

REQUEST FOR PROPOSALS

NAME	ADDRESS	ZIP CODE
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Kindly furnish the following information regarding the Respondent:

1) IF A PROPRIETORSHIP

Name of Owner:

	ADDRESS	ZIP CODE	TELE #
Business:	<hr/>	<hr/>	<hr/>

Home:	<hr/>	<hr/>
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2) IF A PARTNERSHIP

BUSINESS ADDRESS	ZIP CODE	TELE #
<hr/>	<hr/>	<hr/>

PARTNER NAME	ADDRESS	ZIP CODE
<hr/>	<hr/>	<hr/>
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<hr/>	<hr/>	<hr/>

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: