

**CITY COUNCIL AGENDA – AMENDED APRIL 17, 2026**  
**WEDNESDAY, APRIL 22, 2026 at 6:00 p.m.**  
**50 PAYSON AVE., 2ndflr meeting area and remote\* by Google Meet**  
**\*As allowed by the state through June 30, 2027**

City Council  
Wednesday, April 22 · 6:00 – 9:00pm  
Time zone: America/New York  
Google Meet joining info  
Video call link: <https://meet.google.com/vjv-iquf-nnp>  
Or dial: (US) +1 401-646-2050 PIN: 254 306 566#  
More phone numbers: <https://tel.meet/vjv-iquf-nnp?pin=8652495553982>

1. **Roll Call.**
2. **Moment of Silence (up to one minute) and Pledge of Allegiance**
3. **Act on Minutes:** None at this time
4. **Public Comment** (Opportunity to address the council regarding any topic not listed under Public Hearings)
5. **Public Hearings: Starting at 6:15 p.m.**

**General Ordinance Amendment** re: BEES Committee Membership Structure (including change from 7 to 11 members)  
Ordinance Sec. 2-76.1

**Referral for Dispositon and Resolution to Declare Surplus and Dispose of** - 75 Oliver Street, Town Lodging House

**Supplemental Appropriations:**

- 1.) \$48,000.00 from Free Cash to EMS overtime call backs and personnel paramedic stipends
- 2.) \$79,500.00 from Free Cash to misc. sick leave & vacation buyout, overtime, uniforms and handicapped accessibility for the Public Safety Complex
- 3.) \$500,000.00 from Enterprise Retained Earnings to fund Enterprise Stabilization
- 4.) \$5,000.00 from Free Cash to fund new part-time position in the Tax Collector’s Office for FY26
- 5.) \$29,907.49 from Free Cash to fund equipment necessary to support computer systems
- 6.) \$700,000.00 from Free Cash to fund General Stabilization, Capital Stabilization & Tax Rate Stabilization
- 7.) \$364,429.44 from Mt. Tom Trailhead Park Development to Fund 085 Capital Stabilization
- 8.) \$247,901.00 from FY22 Land Grant – Reservation Road to Fund 084 General Stabilization
- 9.) \$102,394.01 from Free Cash to Police Sick Leave Incentive, Unused Vacation, Overtime, & Dues
- 10.) \$200,000.00 from Enterprise Retained Earnings for water meters and metering equipment
- 11.) \$150,000.00 from Enterprise Retained Earnings for FY26 WWTP Concrete Floor Repairs
- 12.) \$196,510.00 from 085- Capital Stabilization to FY25 CDBG – Emerald Place Water for construction restoration work including pavement, sidewalks & landscaping
- 13.) \$168,100.00 from Enterprise Retained Earnings for FY26 Maple St. Water & Sewer Replacement

**Community Preservation Act (CPA) Supplemental Appropriation Requests:**

\$103,250.00 from Fund Balance Reserved for Historic Preservation to Library Annex Design  
\$150,000.00 from CPA Reserved for Affordable Housing & CPA Reserve Fund to FY26 Valley CDC  
Additional Mortgage Subsidies to provide 3 down payment assistance grants

Action Information  
Required

6. **Items for Immediate Attention:**

- |  |   |   |
|--|---|---|
| a. Resolution in Support of “An Act Establishing a Climate Change Superfund” | ☒ | ☐ |
| b. Resolution in Support of Restricting the Construction of Data Centers     | ☒ | ☐ |
| c. Resolution in Support of “An Act to Promote Yes in My Backyard”           | ☒ | ☐ |

7. **Communications from elected officials, boards and commissions:**

- |  |   |   |
|--|---|---|
| a. Letter from from Human Resources Director Emily Russo asking to withdraw the request of amendment to Ch. 7, Sec. 7-18, Exhibit B (Pay Plan) from the Council Agenda | ☒ | ☐ |
| b. Letter from Police Chief Chad Alexander to withdraw the request for the creation of a first responder wellness account from the City Council agenda                 | ☒ | ☐ |

8. **Correspondence:**

9. **Mayor Communications:**

10. **President/Vice-President Communications:**

11. **Council Communications, Announcements and Standing Committee Reports:**

*(First date after item = date referred to committee, Second date = action deadline)*

a. **FINANCE:**

- Quarterly fiscal reports from the City Auditor (8-5-20)
- Rescinding of borrowing authorizations for CitySpace restoration & Honeywell Energy Cons. Project (7-9-25) **(5-5-26)**
- Mayoral Request to create a Health Care Costs Stabilization Fund (2-18-26) **(5-19-26)**
- Approval of Proposed City Council Budget for Fiscal Year 2027 (3-18-2026) **(6-16-26)**
- Request for the Creation of a Communications Donation Account for the purchase of interoperable emergency response portable radios for the fire department (4-8-26) **(7-7-26)**
- Request for the Creation of a First Responder Wellness Donation Account for the purpose of receiving funds designated for the proposed First Responder Wellness Project (4-8-26) **(7-7-26)**
- **City Council Action Request – Adoption of Local Property Tax Exemption Options** (4-8-26) **(7-7-26)**
- G.L. c. 59, S 5, Clause 17 F: Annual Cost-of-Living Adjustment (COLA) for Certain Exemptions
- G.L. c. 59, S 5, Clause 22G: Exception to Requirements for Legal and Sufficient Beneficial Interest (Trusts)
- G.L. c. 59, S 5, Clause 221: COLA for Veteran Exemptions

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b. **PUBLIC SAFETY:**

- Quarterly review of Public Safety departments (2-2-22)
- Roadway, infrastructure, and pedestrian safety items (9-6-23)
- Review of language in the Traffic Rules & Orders (4-17-24) (5-7-26)

**City Council Action Request – General Ordinance Amendment**

Amend General Ordinances to include E-Bike Regulations and Use (4-8-26) (7-7-26)

c. **APPOINTMENTS:**

- Ongoing agenda item request for board/committee vacancy review/recruitment (1-17-24) (7-5-26)
- Proposal for Mayor and Clerk to create an Appointment Committee Handbook (8-6-25) (7-2-26)
- New Mayoral Appointments (4) (4-8-26) (5-23-26)
- City Council President Appointment of Councilor Jonathan Schmidt to the TNGDI Committee (4-8-26) (5-23-26)

d. **ORDINANCE:**

- Ordinance Review Committee’s final report (12-4-24) (5-28-26)
- Request to review residency requirements for membership on committees, etc. (12-18-24) (6-11-26)
- Review of Afford. & Fair Housing Partnership’s zoning ordinance recommendations (12-18-24) (6-11-26)
- Amend Exhibit A to Add New Pay Plan Position of Recreation Coordinator (3-18-26) (6-16-26)
- **City Council Action Requests:**
- Review Sandwich Board Signs in City and Zoning Ordinances (10-8-25) (6-5-26)
- General Ordinance Amendment proposing a Wetlands Protection Ordinance (3-18-26) (6-16-26)
- General Ordinance Amendment re: BEES Committee Membership Structure (including change from 7 to 11 members) Ord. Sec. 2-76.1 (3-18-26) (6-16-26)
- Creation of a Cannabis Equity Ordinance to facilitate business participation (4-8-26) (7-7-26)
- Request to amend Chapter 7, Section 7-18, Exhibit B (Pay Plan) to modify the current wage scale structure (remove first two steps and add two steps at the end) (4-8-26) (7-7-26)
- Request to amend Chapter 7, Section 7-17, Exhibit A (Classification of Employees) to remove certain positions from the classification plan as they have been incorp. into a collective bargaining unit (4-8-26) (7-7-26)

- e. **PROPERTY:**
    - City Ordinance request – regarding flags on public property (including over ponds) (12-18-24) **(6-11-26)**
    - Town Lodging House – Referral for Disposition (5-7-25) **(6-1-26)**
    - Resolution to Declare Surplus and Dispose of 75 Oliver Street, Town Lodging House (4-8-26) **(7-7-26)**
  
  - f. **RULES & GOVERNMENT RELATIONS:**
    - City Council Action Request:**
      - Code of Conduct for Appointed Members of Boards, Committees, and Commissions (9-17-25) **(5-15-26)**
- \*Public Hearings April 22, 2026**

<b>12. <u>Old Business/Pending:</u></b>	<b><u>Action</u></b>	<b><u>Information</u></b>
	<b><u>Required</u></b>	
<b>13. <u>New Business:</u></b>		
<b><u>Interdepartmental Transfer Request</u></b> – Community Preservation Act (CPA)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
transfer \$7,950.00 from CPA Undesignated Fund Balance to CPA Admin. Expenses		



**City Council Resolution to Declare Surplus and Dispose of 75 Oliver Street, also known as the Town Lodging House, in the City of Easthampton, MA.**

- WHEREAS The Inhabitants of the City of Easthampton (the "City") are the owners in fee simple of the real property known as the Town Lodging House, located at 75 Oliver Street (the "Property"), as described in a deed recorded with the Hampshire County Registry of Deeds, Book 432, Page 459; and
- WHEREAS The Property is no longer needed for municipal purposes; and
- WHEREAS The City wishes to declare the Property as surplus; and
- WHEREAS The City has determined that disposing of the Property is in the best interests of the City and its residents, subject to certain conditions on the sale of the Property; and
- WHEREAS The City wishes to dispose of the Property pursuant to a certain Request for Proposals (the "RFP") prepared by the City Council Property Committee, appended hereto as Attachment A; and
- WHEREAS Massachusetts Law including but not limited to Massachusetts General Laws, Chapter 40 S 3, authorizes the disposition of municipal property upon the vote of the City Council,

**NOW, THEREFORE, BE IT MOVED:**

1. That the City Council of Easthampton hereby declares the Property located at 75 Oliver Street, including all real property and fixtures as more particularly described in a deed recorded with the Hampshire County Registry of Deeds (the "Registry"), Book 432, Page 459, as surplus and not presently needed for municipal purposes; and
2. That the City Council hereby authorizes the disposition of the Property pursuant to the mechanism detailed in the RFP, subject to the following conditions on the sale of the Property:

- a. If the City enters into an agreement to sell the Property for less than its appraised value, and if the prospective new owner and end user of the Property (collectively the "Purchaser") qualify for exemption from local property taxes under M.G.L. c. 59, S 5(3), then the parties shall negotiate, and prior to closing on the sale of the Property, the Purchaser and City shall execute a written agreement to provide a payment-in-lieu of taxes (PILOT) in an amount equal to or greater than 10% of the property taxes which otherwise would be due to the City for the Property;
  - b. The Property shall be conveyed to the Purchaser subject to, and the Purchaser shall agree to assume and comply with, all obligations for all encumbrances of record in the Registry, including but not limited to the Agricultural Preservation Restriction recorded with Registry at Book 2326, Page 341 , the Historic Preservation Restriction recorded with the Registry at Book 5484, Page 113, and the Affordable Housing Restriction recorded with the Registry at Book 5872, Page 203;
  - c. The reuse of the Property by the Purchaser shall provide a substantial public benefit to vulnerable or underserved communities;
  - d. The Land Disposition and Development Agreement executed by the Mayor shall be substantially similar to the drafts appended hereto as Attachment B (the "Agreement");
  - e. The Agreement shall include a right of first refusal in the City's favor and the City shall have the right to assign same;
  - f. The Agreement shall include a requirement that the City and the Purchaser or its tenant, or the entity actually utilizing the Property, shall execute a written agreement mandating that the City, in its sole discretion, may designate and have one non-voting observer on the organization's local governing board to facilitate communication and understanding between such entity and the City; and
3. That the City Council authorizes the Mayor, or their designee, to circulate and publish as necessary the RFP in Attachment A, pursuant to applicable state and local laws; and
  4. That the City Council authorizes the City Council Property Committee to serve as the RFP Review Committee and to receive, open and evaluate the responses to the RFP pursuant to the terms and criteria outlined in said RFP; and

5. That the City Council Property Committee, acting as the RFP Review Committee, shall thereafter be authorized to make recommendations to the Mayor relative to the proposals received; and
6. That the City Council authorizes the Mayor, or their designee, to take all necessary actions to dispose of the Property in accordance with (i) the recommendation of the City Council Property Committee, (ii) the aforementioned conditions on the sale of the Property, and (iii) all applicable local and State laws, such actions including but not limited to entering into agreements and executing all documents necessary for the lawful convenience of the Property; and
7. That a copy of this vote be entered into the official records of the City Council and provided to the City Council Property Committee, the Mayor and the City Solicitor for implementation.

VOTED In favor: \_\_; Opposed:\_\_\_\_\_. [Requires 2/3 Vote]

Approved this \_\_\_\_ day of \_\_\_\_\_ 2026.

EASTHAMPTON CITY COUNCIL

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

In accordance with Section 3-7 of the Easthampton Home Rule Charter, the following order, resolution or vote adopted by the City Council is presented to the Mayor for approval:

Date: \_\_\_\_\_

\_\_\_\_\_  
 Mayor Salem Derby

**CITY OF EASTAMPTON  
MASSACHUSETTS**



**Request for Proposals  
for the Purchase, Renovation and Reuse of the  
Historic Town Lodging House & Adjacent Agricultural Land**

**I. Introduction**

The City of Easthampton is requesting proposals from any party interested in the purchase, renovation and reuse the historic Town Lodging House and adjacent agricultural land (the "Property") (the "Proposer"). This City-owned Property is located at 75 Oliver Street in Easthampton, Massachusetts. The Property, shown on Assessors Map 126 as Lot 44, contains 56 acres of land, more or less, and is described more particularly in a deed recorded with the Hampshire County Registry of Deeds (HCRD) in Book 432, Page 459. The Property is located in the Rural Residential (R-35) zoning district per the Easthampton Zoning Map and Zoning Ordinance, and is currently served by municipal water and sewer. There are multiple existing deed restrictions on the Property, which are noted in the following section. The Property is being sold in "AS-IS, WHERE IS" condition with no representations or warranties of any nature or kind.

**II. The Property**

The Property was purchased by the City in 1890 for use as a "poor farm". It includes a 5,800 square foot historic residential structure (the "Lodging House"), that was built in 1890 to provide housing for the indigent. The Lodging House is subject to an Affordable Housing Restriction (the "AHR") recorded in HCRD Book 5872, Page 203. Also located on the Property is a large outbuilding that functioned as a garage with attached workshop. Both structures are listed in the National Register of Historic Places, and are subject to an Historic Preservation Restriction (the "HPR") recorded in the HCRD in Book 5484, Page 113. The Property, with the exception of roughly one acre surrounding the Lodging House, is subject to an Agricultural Preservation Restriction (the "APR") recorded in the HCRD in Book 2326, Page 341.

The Lodging House was designed by the prominent local architectural firm W.F. Pratt and Sons in the late Victorian architectural style. Around 1936, an addition to the north-western ell was completed as a Works Progress Administration (W.P.A.) project in response to the growing need for housing. The Lodging House continued to provide accommodation for the displaced and unhoused until 2022. The detached garage/workshop structure was built between 1938-1939 as another W.P.A. project. The farmland that surrounds the Lodging House was tended to by the residents of the Property until the 1950s, at which time the City began leasing the land to local farmers. In recent years, the fields on the Property have been used for hay production.



Circa 1890 photograph of Easthampton Poor Farm

### **III. Existing Documentation**

The City has compiled documents related to the Property, which include those noted in the following list. All documents are available on the City's website at: <https://easthamptonma.gov/782/Town-Lodging-House>

- Property deed and restrictions
- National Register of Historic Places Registration Form
- Massachusetts Historical Commission Inventory Form
- Archaeological Assessment (2022)
- Archaeological Site Examination Survey (2024)
- Renovation Plans – As-Builts (2000)
- Asbestos Survey and Lead-Based Paint (LBP) Determination (2025)

#### IV. Minimum Criteria for Consideration

Proposals must meet the minimum criteria set forth below in order to qualify for continued consideration. Any proposal that fails to meet the minimum criteria shall be rejected as nonresponsive.

1. The proposal shall include all the required forms specified in the Submittal Requirements section of this RFP.
2. The proposal shall include a plan for compliance with all deed restrictions or encumbrances including those listed herein.
3. The proposal shall include a statement of Public Benefit for the proposed use.
4. The proposal shall include satisfactory references.
5. The proposal shall include a business plan, including detailed financial proforma with projected multi-year revenue, cash flow and expenses.

#### V. Comparative Evaluation Criteria

<u>Ratings</u>	<u>Rationale</u>
Highly advantageous	Exceeds the requirements
Advantageous	Meets the requirements
Not advantageous	Meets minimum requirements
Not acceptable	Does not meet requirements

The City will evaluate and select the proposal that best meets the needs of the community, in accordance with the following criteria:

1. The public benefit.  
Desired benefits include: Integration of vulnerable or underserved communities in the reuse of the Property; creation of partnerships with other organizations within the City; significant investment in the future of the Property through capital improvements; added value to the neighborhood.
  - A proposal that provides all of the desired benefits shall be Highly Advantageous.
  - A proposal that provides most of the desired benefits shall be Advantageous.
  - A proposal that provides some of the desired benefits shall be Not Advantageous.
  - A proposal that provides none of the desired benefits shall be Not Acceptable.

2. Consistency with the deed restrictions.

Desired renovation outcomes and reuse activities include: preservation and significant enhancement of the architecture and historic materials and quality of the existing structures; agricultural use of the land that thoroughly incorporates regenerative agricultural practices; provision of quality housing for individuals with low-moderate incomes beyond the minimum duration of the Affordable Housing Restriction.

- A proposal that provides all of the desired renovation outcomes and reuse activities shall be Highly Advantageous.
- A proposal that provides most of the desired renovation outcomes and reuse activities shall be Advantageous.
- A proposal that provides some of the desired renovation outcomes and reuse activities shall be Not Advantageous.
- A proposal that provides none of the desired renovation outcomes and reuse activities shall be Not Acceptable.

3. Financial feasibility and the viability of the business plan.

Desired financial data and documents include: a business plan that clearly demonstrates a sound financial strategy for the improvement and long-term use of the Property; estimated redevelopment costs a schedule of operating income; an expense proforma and the proposed method of financing.

- A proposal that provides all of the desired financial data and documents shall be Highly Advantageous.
- A proposal that provides most of the desired financial data and documents shall be Advantageous.
- A proposal that provides some of the desired financial data and documents shall be Not Advantageous.
- A proposal that provides none of the desired financial data and documents shall be Not Acceptable.

4. Project Timing.

Desired project timing and supporting documents include: a detailed timeline and plan for obtaining financing and grant funding, completing the required design and permitting work and starting work; commencement of renovations to the Lodging House within 12 months after the execution of a Land Disposition and Development Agreement, a draft of which is attached hereto as Exhibit B (the "Agreement"); initiation of occupancy of the Lodging House within 18 months after the execution of the Agreement.

- A proposal that provides the desired supporting documents and meets the desired project timing shall be Highly Advantageous.

- A proposal that provides the desired supporting documents and minimally exceeds the desired project timing shall be Advantageous.
- A proposal that provides the desired supporting documents and significantly exceeds the desired project timing shall be Not Advantageous.
- A proposal that does not provide the desired supporting documents shall be Not Acceptable.

## VI. Procedure

To obtain a copy of this RFP, register for the pre-submission briefing and site visit, and/or submit questions, please email the City's Procurement Officer, Michael Owens, at [mowens@easthamptonma.gov](mailto:mowens@easthamptonma.gov).

1. This RFP will be released to the public on xxxx, 2026 and will be available by emailing the City's Procurement Officer.
2. A pre-submission briefing and site visit will be held on xxxx, 2026 at xx:xx. In the case of inclement weather, the briefing and site visit will be held on xxxx, 2026 at xx:xx. Attendance at the pre-submission briefing and site visit shall be mandatory. Prospective Proposers must register for the briefing by emailing the City's Procurement Officer.
3. Questions regarding this Request for Proposals shall be submitted in writing via email to the City's Procurement Officer on or before xxxx, 2026.
4. If questions are received, an addendum will be issued on or before before xxxx, 2026. Addenda will be e-mailed to all Proposers on record as having requested the RFP Packet.
5. Proposals are due on or before XXXXXXXX 2026 by 11:00 am. Proposers shall submit one unbound original copy and one electronic copy to:  

Procurement Officer  
City of Easthampton  
50 Payson Avenue – Suite 120  
Easthampton, MA 01027
6. The proposals will be opened and recorded at 11 am on XXXXX 2026. Late submissions shall not be accepted. Unsigned proposals shall not be accepted.
7. Upon opening, proposals will be reviewed for completeness by the Procurement Officer. Proposals deemed complete will be evaluated by the City Council Property Committee according to the evaluation criteria contained in this RFP.
8. The City will publicly announce the RFP outcome on or before xxxx. 2026.

## **VII. Submittal Requirements**

All proposals shall include:

1. Completed Proposal Response Form (attached)
2. Affidavit of Compliance (attached)
3. Certificate of Non-Collusion (attached)
4. Tax Compliance Certification (attached)
5. Overview of Proposer's qualifications
6. A narrative description of the proposed renovation and reuse of the Property and how it will comply with the three deed restrictions with any supporting plans or documents
7. A statement of the proposal's Public Benefit
8. A business plan, including detailed financial pro-forma
9. A minimum of 3 references for similar projects

## **VIII. General Terms and Conditions**

1. The City has determined that the award of this contract is subject to the Uniform Procurement Act. M.G.L. c. 30B. Therefore, the provisions of M.G.L. c. 30B are incorporated herein by reference. Submissions shall be evaluated according to the requirements of M.G.L. 30B and the evaluation criteria outlined in the RFP.
2. While the City believes that the information provided in this RFP, including all exhibits and addendums, if any, is accurate, the City makes no representation or warranty, express or implied, as to the accuracy and completeness of the information in this RFP. The Proposer assumes all risk in connection with the use of the information, and by submitting a proposal releases the City from any liability in connection with the use of the information provided by the City. Further, the City makes no representation or warranty with respect to the Property including, without limitation, the value, quality or character of the Property or its fitness or suitability for any particular use and/or the physical and environmental condition of the Property. The Property shall be conveyed in "AS-IS, WHERE IS" condition.
3. If the City enters into an agreement with a Proposer to sell the Property for less than its appraised value, and if the Proposer or its end user qualify for exemption from local property taxes under M.G.L. c. 59, § 5(3), then the Proposer and City shall, prior to closing on the sale of the Property, negotiate and execute a written agreement to provide a payment-in-lieu of taxes (PILOT) in an amount equal to or greater than 10% of the property taxes which otherwise would be due to the City for the Property.

4. The Land Disposition Development Agreement shall include a right of first refusal in the City's favor and shall include terms which allow the City to assign its rights under the Right of First Refusal.
5. The Property shall be conveyed subject to, and the Purchaser shall agree to assume and comply with, all obligations for all encumbrances of record in the Registry, including but not limited to the Agricultural Preservation Restriction recorded with Registry at Book 2326, Page 341, the Historic Preservation Restriction with the Registry at Book 5484, Page 113, and the Affordable Housing Restriction recorded with the Registry at Book 5872, Page 203
6. Each Proposer shall undertake its own review and analysis (the "Due Diligence") concerning the physical and environmental condition of the Property, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Property, and the use of the Property, and shall be solely responsible for applying for and obtaining any and all permits and approvals necessary or convenient for the Proposer's use of the Property. All costs and expenses of developing the Property including, without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful Proposer.
7. Acceptance of RFP Terms. Proposer's submission of a proposal in response to this RFP Shall constitute its acceptance of all of the terms and conditions of this RFP.
8. Proposer's Responsibility to Review all RFP Terms. It is the responsibility of each respondent to examine the terms and conditions of this RFP. Failure to do so shall be at the respondent's own risk. The City shall assume that the respondent has made a full investigation to be fully informed of the extent and character of the requirements of this RFP.
9. Compliance with all Applicable Local, State, and Federal Laws and Regulations. The respondent shall comply with all applicable laws and regulations related to this project.
10. Proposals Become Public Records. All proposals will become a matter of public record, subject to the Massachusetts public records law (M.G.L. c. 66, §10) and the corresponding regulations and exemptions. Submission of a proposal acknowledges the City's obligations under M.G.L. c. 66 if the City receives a public records request.

#### **IX. Rights Reserved by the City of Easthampton**

1. The City reserves the right to cancel this RFP; to waive any informality or irregularity as permitted by law; or reject in whole or in part, any and all proposals if the City determines that cancellation, waiver or rejection serves the best interests of the City of Easthampton. City's Option.

2. The City reserves the right to waive any minor informality in any proposals received if such waiver is in the City's interest. The determination of the criteria and process by which proposals are evaluated, the decisions as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP shall be at the sole and absolute discretion of the City.
3. Interviews and Acceptance or Rejection of Proposals. The City reserves the right to interview any and all Proposers. The City reserves the right to modify or withdraw this request at any time, to reject any or all proposals or portions of proposals, to request additional information either in writing or through interviews of selected applicants, to solicit new responses, and to award contracts as it deems to be in its best interest.
4. The City may request additional information of one or more Proposers relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time. Proposers may also be invited to appear before the Property Committee. Failure to comply with this request shall result in a rejection of the proposal at issue. The right to an interview does not automatically extend to all proposers whose proposals are accepted for review, but is granted in the sole discretion of the City Council Property Committee.
5. The Proposer selected by the City Council Property Committee will be given exclusive rights to negotiate with the City the terms of the purchase and development of the Property. If, at any time, such negotiations are not proceeding to the satisfaction of the City, the City may, in its sole discretion, choose to terminate said negotiations. Upon the termination of such negotiations, the City Council Property Committee may, in its sole discretion, select another Proposer with whom to initiate negotiations.

**X. Purchase and Sale Agreement; Land Disposition and Development Agreement**

The City and the successful Proposer (the "Buyer") shall enter into a mutually satisfactory Purchase and Sale Agreement (the "P&S") within thirty (30) days from the date of the award. A Draft P&S is attached hereto as Exhibit C.

The City shall enter into a mutually acceptable Land Disposition and Development Agreement ("Agreement"), a draft of which is attached hereto as Exhibit B, with the successful Proposer which shall govern the renovation of the structures, the reuse of the Property, and include terms relating to the construction of improvements, the City's review of plans, construction schedule, insurance, and other terms, to ensure that said renovation and reuse actually takes place and the Property is not neglected. The Agreement will be negotiated simultaneously with the P&S. The Agreement or a notice existing the existence of the Agreement shall, at the City's discretion, be recorded at closing, prior to the recording of any mortgage and/or liens, and said mortgages and liens shall be subordinated to the Agreement.

**Schedule of exhibits:**

- Exhibit A: City Council Resolution to Dispose of 75 Oliver Street
- Exhibit B: DRAFT Land Disposition and Development Agreement
- Exhibit C: DRAFT Purchase & Sale Agreement
- Exhibit D: Real Estate Disclosure Form

**Exhibit A – City Council Resolution**

**TO BE INCLUDED**

**Exhibit B – DRAFT Land Disposition and Development Agreement**

**ATTACHED  
TO BE INCLUDED HERE**

**Exhibit C – DRAFT Purchase and Sale Agreement**

**ATTACHED  
TO BE INCLUDED HERE**

**Exhibit D – Real Estate Disclosure Form**

**ATTACHED  
TO BE INCLUDED HERE**

**LEGAL NOTICE  
REQUEST FOR PROPOSALS**

The City of Easthampton requests proposals for the disposition of the “Town Lodging House” property located at 75 Oliver Street in Easthampton, MA (the “Property”) The purpose of this disposition is to preserve the existing historic structures, preserve the agricultural land, and provide affordable housing to individuals with low-moderate incomes. The City anticipates disposition by sale to a developer or a development team responsive to the criteria in the City’s Request for Proposals (the “RFP”).

The RFP is available by emailing Michael Owens, Procurement Officer, at [mowens@easthamptonma.gov](mailto:mowens@easthamptonma.gov) on or after XXXXX 2026. The City will conduct a mandatory in-person pre-submission site visit at the Lodging House on XXXXXXX 2026, at 11 am. In the event of inclement weather, the site visit will be rescheduled to XXXXX, 2026, at 11 am. Proposers must register for the briefing and site visit by emailing Michael Owens at [mowens@easthamptonma.gov](mailto:mowens@easthamptonma.gov).

Written questions may be submitted by email to [mowens@easthamptonma.gov](mailto:mowens@easthamptonma.gov) or to the address below on or before 2:00 pm on XXXXX 2026. Proposals are due on or before XXXXXXX 2026 by 11:00 am. Proposers shall submit one unbound original copy and one electronic copy to:

Procurement Officer  
City of Easthampton  
50 Payson Avenue – Suite 120  
Easthampton, MA 01027

The proposals will be opened and recorded at 11 am on XXXXX 2026. Late submissions shall not be accepted. Unsigned proposals shall not be accepted. The City reserves the right in its sole discretion to reject any or all proposals and/or limit or refine this project’s scope as deemed in the City’s best interest.

The City of Easthampton has determined that the award of this contract is subject to the Uniform Procurement Act. M.G.L. c. 30B. Therefore, the provisions of M.G.L. c. 30B are incorporated here by reference. Submissions will be evaluated according to the requirements of M.G.L. 30B and the evaluation criteria outlined in the RFP.

Please run two times in the legal ads, once on XXXXX 2026 and again on XXXXX 2026.

Bill to: Mayor’s Office  
City of Easthampton  
Municipal Building – 50 Payson Avenue  
Easthampton, MA 01027

**PROPOSAL RESPONSE FORM**  
**City of Easthampton**  
**Purchase of 75 Oliver Street (Lodging House and Farmland)**

Name of Proposer: \_\_\_\_\_

Organization (if any): \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone & Email: \_\_\_\_\_

Proposed  
Purchase Price:  
\$ \_\_\_\_\_  
(price written in words)

\$ \_\_\_\_\_  
(price written in numbers)

Proposed use of Property \_\_\_\_\_  
and any additional terms \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets as required)

**Please attach detailed financial pro-forma and a statement of the public benefit provided by your proposal.**

Date: \_\_\_\_\_  
Signature of Authorized Person & Title (if any)

Proposals shall be received at the Office of the Mayor, Municipal Building, 50 Payson Avenue, Suite 115, Easthampton, MA 01027 at or before 2:00 p.m. on XXXXX 2026.

**AFFIDAVIT OF COMPLIANCE**

*Must submit*

\_\_\_\_\_ Massachusetts Corporation

\_\_\_\_\_ Foreign Corporation

\_\_\_\_\_ Non-Profit Corporation

\_\_\_\_\_ Partnership

\_\_\_\_\_ Sole Proprietorship \*

Name of Corporation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

As President, or authorized company officer, of the above-named corporation, I do hereby certify that the above-named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. Chapter 156B §109 and by Chapter 181 §4

Signed under the penalties of perjury this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Authorized Company Officer

Corporate Seal (affix below):

\*If a sole proprietorship, you must indicate your status as a sole proprietorship; the person signing this bid shall be deemed the sole proprietor and legal entity for the purposes of this bid and contract.

## **Non-Collusion Form and Tax Compliance Form**

Persons submitting a bid or proposal to provide supplies or services to your jurisdiction, or to purchase supplies from your jurisdiction, must submit a certification of non-collusion and tax compliance.

### **CERTIFICATE OF NON-COLLUSION**

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.

\_\_\_\_\_  
Name of person signing bid or proposal

\_\_\_\_\_  
Name of business

### **TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. C. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes.

\_\_\_\_\_  
Name of person signing bid or proposal

\_\_\_\_\_  
Name of business

**Exhibit B**

**DRAFT**

**LAND DISPOSITION AND DEVELOPMENT AGREEMENT**

**THIS LAND DISPOSITION AND DEVELOPMENT AGREEMENT (“Agreement or LDA”)** is made this \_\_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”), by and between the City of Easthampton, Massachusetts (“**City**”), a public body corporate and politic organized under the laws of the Commonwealth of Massachusetts, having a place of business at 50 Payson Avenue, Easthampton, MA 01027 (hereinafter the “**City**” or “**City**”), and between \*\*\*\*\*, a Massachusetts, \*\*\*\*\*, having a usual place of business at \*\*\*\*\* (“\*\*\*\*\*” or “\*\*\*\*\*” together with the “**City**”, the “**Parties**”) who agrees to purchase and develop the Property (as hereinafter defined), upon the terms and conditions hereinafter set forth.

**Recitals**

1. The City is the owner in fee simple of certain real property known as \*\*\*\*\*, all located within the City of Easthampton, Massachusetts the deed to which is recorded at Book 432 Page 459 in the Registry of Deeds for Hampshire County, Massachusetts. (the “Registry”), (the “**Property**”).
2. On or about \*\*\*\*\* 2026, the City issued a request for proposals (the “**RFP**”) for the Property in connection with the contemplated development, construction and operation of \*\*\*\*\* at the Property. The RFP is attached as Exhibit A.
3. On or about \*\*\*\*\*, the \*\*\*\*\* submitted a proposal, a copy of which is attached as Exhibit B (the “**Proposal**”), to develop, rehabilitate, construct and operate \*\*\*\*\* and associated site improvements on the Property.
4. On or about \*\*\*\*\* 2026, the City designated the \*\*\*\*\* as the preferred developer for the Property pursuant to a vote of the City Council and as the party to whom the City would dispose of interest in the Property in accordance with the RFP and other related documents. Exhibit C.
5. City and \*\*\*\*\* desire to enter into an agreement pursuant to which the City will dispose of an interest in the Property to \*\*\*\*\* and \*\*\*\*\* will develop, construct, and operate the Project at the Property in accordance with this Agreement as set forth below.
6. As detailed in the Proposal, \*\*\*\*\* intends to redevelop and rehabilitate the Property into approximately \*\* units of mixed income housing, including \*\*\*\*\*. There will be no more than \*\*\*\*\* units and the majority of the remaining units will be restricted to residents earning no more than \*\* % of area median income (the “**Project**”).

NOW, THEREFORE, in consideration of the payment of the consideration herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## Contractual Terms.

### 1. The Property to be Conveyed.

- (a) The City shall convey and \*\*\*\* shall purchase the real property, the deed to which is recorded at Book 432 Page 459 in the Registry. Included in the sale as a part of said Property are the buildings, structures, and improvements now thereon, including, without limitation, the Building and all fixtures belonging to the City and used in connection therewith.
- (b) Surveys of the Property are attached as Exhibit E. Said surveys detail and describe the real property to be conveyed under this Agreement. The City makes no representations or warranties as to the accuracy of said surveys.
- (c) Additional Sites. Nothing in this Agreement shall preclude \*\*\*\* from incorporating into the Project, with the prior written consent of the City, which may not be unreasonably withheld, one or more parcels of land adjacent to any of Property; provided that any land use restriction agreement (“**LURA**”) as described and defined herein below entered into pursuant to this Agreement encumbers such additional real property as well as the Property.
- (d) The Property shall be conveyed to \*\*\*\* subject to a right of first refusal to be negotiated concurrent with this Agreement.

### 2. Consideration.

- (a) The agreed purchase price for the Property is \*\*\*\* Dollars (\$ \*\*\*\*) (the “**Purchase Price**”).
- (b) The Purchase Price for the Property shall be payable as follows:
  - (i) \*\*\*\* and no/100 (\$\*\*\*\*) has been paid, or shall be paid within five (5) days of the full execution of this Agreement, as a deposit (the “**Deposit**”). The Deposit shall be credited toward to the Purchase Price at closing and refundable in the event \*\*\*\* is not able to obtain the Funding Award (as defined herein) and/or the Zoning Approvals (as defined herein); and
  - (ii) The remaining balance shall be paid at the time of Closing (as defined herein) in wired funds to City’s designated account or by certified, bank check or attorney’s trust fund check.
- (c) The Deposit shall be held in escrow by counsel for the City (the “Escrow Agent”). Upon receipt of the Deposit by the Escrow Agent, the City shall acknowledge receipt of the Deposit. The Parties agree that such Deposit

shall be held by the Escrow Agent, in a non-interest-bearing account pursuant to the Escrow Agreement attached hereto as Exhibit J.

- (d) The Purchaser or its tenant, or the entity actually utilizing the Property, shall execute a written agreement mandating that the City, in its sole discretion, may designate and have one non-voting observer on the organization's local governing board to facilitate communication and understanding between such entity and the City; and
- (e) If the purchase price of the Property is less than its appraised value, and if the prospective new owner and end user of the Property (collectively the "Purchaser") qualify for exemption from local property taxes under M.G.L. c. 59, § 5(3), then the parties shall negotiate, and prior to closing on the sale of the Property, the Purchaser and City shall execute a written agreement to provide a payment-in-lieu of taxes (PILOT) in an amount equal to or greater than 10% of the property taxes which otherwise, would be due to the City for the Property;

3. Project Development Schedule and Closing. The Project Development Schedule is incorporated into this Agreement as Exhibit D. Provided the Parties are in compliance with their obligations under this Agreement, the Closing shall occur within nine (9) months of \*\*\*\*'s receipt of a Funding Award but in no event later than \*\*\*\* 2026 (the "**Outside Closing Date**"). Should the Parties fail to close by the Outside Closing Date, and if such Outside Closing Date is not extended by mutual written agreement of the Parties, this Agreement shall terminate automatically one (1) day following the Outside Closing Date. Time is of the essence in this Agreement.

4. Title Deed and Restrictions.

- (a) At the Closing, upon payment of the Purchase Price as set forth above, the City shall deliver and the \*\*\*\* shall accept, a Quitclaim Deed, and said deed shall convey a good and clear record, marketable and insurable title thereto in fee simple to the Property, free and clear of encumbrances except the following:
  - i. Any and all provisions of any municipal ordinance and/or regulation and/or any federal, state, local, public and/or private laws, with special reference to building lines, zoning restrictions and all provisions of any zoning rules and regulations governing the subject Property;
  - ii. Taxes, including fire district and/or any other similar taxes, payable to the Town, City, Taxing District and/or properly constituted association in which the Property are situated which become due and payable after delivery of the Deed, which taxes the \*\*\*\* shall assume and agree to pay as part of the consideration for the Deed;
  - iii. Any liens for municipal betterments assessed after the date of this

Agreement;

- iv. Easements, restrictions, and reservations of record;
- v. Such facts as an accurate survey and/or physical inspection of the Property might reveal, provided same do not render title unmarketable; and
- vi. Any Permitted Exceptions (as defined herein).

(b) Long Term Use Restriction. At the time of Closing, \*\*\*\* shall execute and record a land use restriction agreement, in a recordable form acceptable to the City consistent with the requirements of this Agreement enforceable as a restriction encumbering the Property for no less than \*\*\*\* (\*\*) years pursuant to which \*\*\*\* shall agree to use the Property for the use allowed under this Agreement, excepting any other incidental uses necessary for the success of the Project as agreed to by the City. The City agrees that MassDocs form of Affordable Housing Restriction (“AHR”) recorded in connection with the financing of the Project shall satisfy this requirement. The City shall have the right to review the AHR prior to the Closing to confirm that its terms are consistent with the requirement of this LDA.

5. Due Diligence Period.

(a) \*\*\*\* shall have the right to conduct, or caused to be conducted, for a period of sixty (60) days after the Effective Date (the “**Due Diligence Period**”), any and all inspections, investigations, tests, title examinations, review of existing leases and tenancies, and studies, including, without limitation, investigations with regard to zoning, building codes, and other governmental regulations, \*\*\*\* technical inspections, engineering tests and soils, seismic and geological reports, as well as toxic and environmental reports and investigations as to title to be conveyed with respect to the Property, and any other reasonable physical, mechanical and structural inspections and/or investigations as \*\*\*\* may elect to make or obtain, all at \*\*\*\*’s sole expense and risk.

Upon request by \*\*\*\*, City will provide to \*\*\*\* all relevant reports, data and testing results pertinent to the site which are in City’s possession within fifteen (15) days of the Effective Date.

\*\*\*\* may terminate this Agreement for any reason by giving to City written notice of \*\*\*\*’s election to terminate (“\*\*\*\*’s **Termination Notice**”) not later than 5:00 p.m. on the last day of the Due Diligence Period. If \*\*\*\* terminates this Agreement pursuant provision \*\*\*\* shall be entitled to the return of the Deposit. In such event, except as expressly provided elsewhere herein, this Agreement shall be of no further force and effect and the Parties shall have no further rights, obligations or liabilities hereunder. Should \*\*\*\* terminate this Agreement pursuant to this provision \*\*\*\* shall, at no cost, provide the City with copies of all reports, finds and the like of any nature or kind related to the Property which are developed or received by \*\*\*\* during the Due Diligence

Period.

\*\*\*\*, its employees, agents and independent contractors at \*\*\*\*'s sole cost, risk and expense may enter the Property in the City's presence upon reasonable advance written Notice to the City to do any nondestructive inspections or review or verify any due diligence information. \*\*\*\* shall not make any subsurface soil examinations without City's prior approval and unless \*\*\*\* has satisfied City that such examinations will not adversely affect any building foundations and/or utilities. Destructive or invasive testing shall be agreed to in advance, in writing by the Parties. \*\*\*\* will restore the Property to the condition which existed prior to such examinations.

- (b) During the Due Diligence Period, upon providing forty-eight (48) hours' notice to City, \*\*\*\*, its agents, consultants, contractors and subcontractors shall have the right to enter upon the Property to conduct or make any and all of the foregoing inspections and tests. \*\*\*\* shall indemnify and hold City and the Property harmless from and against any and all costs, losses, damages or expenses including reasonable attorney's fees and costs arising out of or resulting from such entry by \*\*\*\*, its agents, consultants, contractors or subcontractors and the like.
- (c) During the Due Diligence Period, \*\*\*\* shall order a title commitment (the "**Title Commitment**") and, at \*\*\*\*'s sole discretion, a survey, and \*\*\*\* shall notify City in writing in detail of any objections to the Title Commitment and/or survey no less than five (5) days prior to the expiration of the Due Diligence Period. If the Title Commitment or survey reveals a title defect of a character that can be reasonably satisfied, remedied or cured by legal action or otherwise within a reasonable time, upon the written request of \*\*\*\* ("**Title Notice**"), which request shall be delivered on or before the date that is five (5) days prior to the expiration of the Due Diligence Period, City may, at its expense and sole option, promptly take such action as is necessary to eliminate such defect. City shall respond to the Title Notice within fifteen (15) days after its receipt specifying whether City will satisfy any matters raised in the Title Notice. If the City agrees to satisfy the matters raised the date for Closing shall automatically extend for thirty (30) days. Notwithstanding anything else contained here to the contrary, City shall not be required to spend more than \$1,000.00 to cure title defects. If (i) City elects not to cure such defect, or (ii) City elects in writing to cure a defect but has not cured such defect by the date of Closing, then \*\*\*\* may, at its sole discretion: (A) extend the date of Closing for a reasonable period not to exceed thirty (30) days to allow City to cure such defect(s); (B) terminate this Agreement, in which event \*\*\*\* shall receive a full refund of the Deposit; or (C) proceed to Closing and accept such title as City can convey. Notwithstanding any other provision of this section, City covenants and agrees that all liens and encumbrances on City's title to the Property which secure the payment of a sum certain, including judgment liens, mortgages, mechanics' liens and delinquent taxes or taxes which are otherwise due and payable on or before the Closing shall be removed by City out of the Purchase Price at Closing, whether or not \*\*\*\* has designated such as an

unacceptable encumbrance or a defect. If City does not timely receive notice of \*\*\*\*'s election to terminate under this Section 4(e) above or Section 4(g) below, \*\*\*\* will be deemed to have waived the uncured objections and to approve the title as shown in the Title Commitment, and such uncured objections shall become "**Permitted Exceptions**". The Title Company shall issue an Owner's and a Loan Policy, with appropriate endorsements, at a market rate appropriate to the size of this transaction in connection with the sale of the Property.

- (d) Extension of Due Diligence Period. \*\*\*\* by Notice to City may extend the Due Diligence Period for an additional thirty (30) days by giving City Notice on or before the expiration of original Due Diligence period of its need for such extension.
- (e) Notification of Government Entities. In the event the need arises to notify under applicable laws any federal, state or local public agencies of any environmental conditions at the Property, as a result of \*\*\*\*'s Investigations, \*\*\*\* shall immediately notify City and agrees that City, not \*\*\*\* or \*\*\*\*'s employees, agents, contractors subcontractors, consultants, attorneys, appraisers or other representatives, shall make such disclosure as City deems appropriate, unless such disclosure is required by law to be made by \*\*\*\* or \*\*\*\*'s employees, agents, contractors, subcontractors, consultants, attorneys or other representatives, in which instance \*\*\*\* or such employee, agent, contractor, subcontractor, consultant, attorney, or other representative may make such disclosure and \*\*\*\* shall immediately notify City thereof.

6. Possession and Condition of Property. The City shall not enter into a lease or occupancy agreement, or other agreement allowing for tenancy or use of occupancy of the Property which extends past the Closing Date without the express written consent of \*\*\*\*, which consent shall not be unreasonably withheld. The Property shall be delivered at the Closing free of all tenants and occupants. Upon such delivery, the Property shall be in the condition that they were in at the time of the execution of this Agreement, reasonable wear and tear excepted.

7. Acceptance of Deed. The acceptance of the Deed by the \*\*\*\* or its nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the Closing.

8. Use of Purchase Price to Clear Title. To enable the City to make conveyance as herein provided, the City may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests; provided that all instruments so procured are recorded with the Deed or within a reasonable time under local conveyancing practices.

9. Adjustments.

- (a) Fuel, rents, security deposits, last month's rents plus accrued interest or other leasehold deposits, and real estate taxes and assessments for the then current year shall be apportioned as of the Closing Date; and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price.
- (b) If the amount of said taxes, if any, is not known at the time of the Closing, then the taxes shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained; and if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the Parties; provided, that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
- (c) Payment of Tax Stamps. It is assumed by the Parties that this transaction shall not be subject to an excise tax pursuant to M.G.L c. 64D, § 1 et. seq. If an excise is imposed such excise shall be the obligation of \*\*\*\*.

10. Broker. The Parties represent to each other that they have not dealt with a real estate agent or broker. If any other agent or broker is entitled to a commission as a result of this transaction, it shall be paid by the party with whom the agent or broker dealt and the party breaching this representation shall indemnify and hold the other party harmless from any claims as a result of such breach.

11. Default.

- (a) \*\*\*\* shall be in Default of this Agreement if any of the following occur and \*\*\*\* after receiving Notice of its default from the City fails to cure same:
  - i. There is a material change to Project without prior approval from the City. Material change shall mean an increase in the number of market-rate units at the Project;
  - ii. The LURA is not recorded at the Closing;
  - iii. \*\*\*\* fails to pursue all necessary financing, development and construction permits for the Project diligently and in good faith as required by this Agreement following the expiration of the Due Diligence Period; or
  - iv. \*\*\*\* breaches any material provision of this Agreement; or

- v. \*\*\*\* files a lawsuit of any nature or kind against the City, its employees or Boards, or appeals in any way the decision of any local licensing authority or permit granting authority.
  - vi. \*\*\*\* shall be adjudicated bankrupt or be declared insolvent under the federal bankruptcy code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (hereinafter collectively “Bankruptcy Laws” or if \*\*\*\* shall (a) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of \*\*\*\* or of any substantial portion of \*\*\*\*’s property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or
  - vii. If an order for relief against \*\*\*\* is entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against \*\*\*\* or proposing reorganization of \*\*\*\* under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of \*\*\*\*, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of \*\*\*\* or of any substantial portion of \*\*\*\*’s property, or any similar relief as to \*\*\*\* pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.
  - viii. Remedies for the City. If there is a Default by \*\*\*\* and \*\*\*\* does not purchase the Property, the City shall retain the Deposit and \*\*\*\* agrees to compensate the City an additional \*\*\*\* Dollars (\$\*\*\*\*) and this shall be the City’s sole remedy at law and in equity.
- (b) The City shall be in Default of this Agreement if any of the following occur and the City after receipt of Notice of its Default from \*\*\*\* fails to cure same:
- (i) The City fails in any material respect to observe or perform any covenant, condition, agreement or obligation under this Agreement.
  - (ii) Remedies for \*\*\*\*. If there is an Event of Default by the City \*\*\* shall provide the City Notice of such Default and the City shall thereafter have the right to cure as detailed in this Agreement. If such Default is not cured,

\*\*\*\*'s sole remedies shall be to either (i) terminate this Agreement upon proper notice to the City and thereafter the Deposit shall be immediately refunded to \*\*\*\* or (ii) commence an action for specific performance. In no event shall the City be liable to \*\*\*\* for damages of any nature or kind including lost opportunity or consequential damages.

- (c) Right to Cure. Upon Notice that it is in Default under this Agreement, the Party receiving such Default notice shall have (60) days after the receipt of such Default Notice to cure such Default before the non-defaulting party may seek a relief of any nature or kind as a result of such Default.

12. Conditions Precedent.

(a) \*\*\*\*'s performance of its obligations hereunder is subject to the satisfaction of the following conditions which conditions are for the sole benefit of \*\*\*\* and may only be waived by \*\*\*\*: (i) City has performed all material obligations to be performed by it hereunder and all of City's representations and warranties contained herein shall be true and correct as of Closing in all material respects; (ii) there shall have been no material adverse change in the title, including but not limited to zoning or use restrictions, to the Property from the date of the expiration of the Due Diligence Period subject only to those Permitted Exceptions; (iii) there shall have been no material adverse change in the physical condition of the Property from the date of the expiration of the Due Diligence Period, subject to the condemnation and casualty provisions; (iv) \*\*\*\* will have obtained the Zoning Approvals and (iv) \*\*\*\* shall have obtained the Financing Award.

(b) Financing Award. The Closing is contingent upon \*\*\*\* obtaining an award of \*\*\*\* and such additional public financing that, when combined with \*\*\*\*, is sufficient to allow \*\*\*\* to construct the Project in \*\*\*\*'s reasonable discretion (the "**Financing Award**"). \*\*\*\* agrees to diligently and expeditiously apply for and pursue the Financing Award as soon as the applications therefor are available and to diligently pursue the post-application requirements in order to obtain the Financing Award as soon as possible.

(c) Zoning Relief. The Closing is contingent upon \*\*\*\* obtaining the necessary zoning relief to construct the Project (the "**Zoning Approvals**").

(d) City's performance of its obligations hereunder is subject to the satisfaction of the following conditions: (i) \*\*\*\* has performed all material obligations to be performed by it hereunder and all of \*\*\*\*'s representations and warranties contained herein shall be true and correct as of Closing Date in all material respects; and (ii) \*\*\*\*'s delivery to the title company chosen by \*\*\*\* on or before the Closing Date, for disbursement as provided herein, of the Purchase Price, less Deposits, plus or minus proration, adjustments, and the other sums, documents and materials described elsewhere in this Agreement.

(e) If any of the conditions specified in this Section have not been satisfied at or prior to the Closing Date, each of \*\*\*\*\* and City shall have the right to provide Notice to the other party that it is terminating this Agreement, in which case the notified party shall have up to thirty (30) days to cure any of the conditions specified in this Section and if the notified party is City and City has not cured then \*\*\*\*\* shall receive a refund of the Deposit and thereafter this Agreement shall terminate and cease to exist and the Parties shall have no ongoing obligations to each other.

13. Responsibilities.

The responsibilities set forth in Exhibit I attached hereto are incorporated into this Agreement.

14. Representations.

(a) The City represents to the \*\*\*\*\* as follows:

(i) The City has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby;

(ii) To the knowledge of the City, there is no pending or threatened condemnation or similar proceeding effecting the Property or any portion thereof;

(iii) To the knowledge of the City, there are no current legal actions, suits or other legal or administrative proceedings, pending or threatened, effecting the Property; and,

(iv) Except as previously disclosed by City to \*\*\*\*\* , the City has not received written notice from any governmental agency or department that the Property are in violation of any municipal, state or federal law, ordinance or regulation applicable to the Property.

(b) \*\*\*\*\* represents to the City as follows:

(i) \*\*\*\*\* has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

15. Non-Foreign Person. City represents to the \*\*\*\*\* that the City is not a “foreign person” as that term is defined in Section 1445 of the Internal Revenue Code and, at the Closing, will deliver to the \*\*\*\*\* an affidavit to that effect on the date of Closing. The City also agrees to provide to the \*\*\*\*\* information necessary for the \*\*\*\*\* to file a form 1099B.

16. Notices. Except as specifically provided for herein, any “Notice” required by this

Agreement shall be given in writing by (i) certified mail, return receipt requested; or (ii) a national overnight courier service; or sent as follows:

Developer: \*\*\*\*  
Attn: \*\*\*\*  
\*\*\*\*  
\*\*\*\*  
\*\*\*\*

with a copy to: Attorney \*\*\*\*

City: **City of Easthampton**  
Attn: Mayor  
50 Payson Avenue  
Easthampton, MA 01027

with a copy via email to:

**City of Easthampton**  
Attn: City Planner  
\*\*\*\*  
\*\*\*\*  
50 Payson Avenue  
Easthampton, MA 01027

**City of Easthampton**  
\*\*\*\*  
\*\*\*\*  
50 Payson Avenue  
Easthampton, MA 01027

**City Attorney**  
\*\*\*\*  
\*\*\*\*  
\*\*\*\*

Any Notice shall be effective upon (i) placement with a national overnight courier service; or (ii) receipt of mailing certified mail, return receipt requested.

17. Property Conveyed “AS IS”.

- (a) Disclaimer of Representations and Warranties by City. It is understood and agreed that City, elected and appointed officials, employees and agents have not made and are not now making any representations or warranties relative to the Property, and they specifically disclaim to the

extent not expressly set forth in this Agreement or any document executed by City and delivered to \*\*\*\* or \*\*\*\*'s Title Company at Closing, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (i) matters of title, (ii) environmental matters relating to the Property or any portion thereof, (iii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future earthquakes, (iv) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard, (v) drainage, (vi) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (vii) zoning, subdivision or other land use restrictions, regulations or requirements to which the Property or any portion thereof may be subject, (viii) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (ix) usages of adjoining Property, (x) access to the Property or any portion thereof, (xi) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, or physical or financial condition of the Property or any portion thereof, or any rent, income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining, to the Property or any part thereof, (xii) the presence of Hazardous Substances (hereinafter defined) in or on, under or in the vicinity of the Property, (xiii) the condition or use of the Property or compliance of the Property with any or all applicable laws, including, without limitation, past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (xiv) the existence or non-existence of underground storage tanks, (xv) any other matter affecting the stability or integrity of the Land, (xvi) the potential for further development of the Property, (xvii) the existence of vested land use, zoning or building entitlements affecting the Property, (xviii) the merchantability of the Property or fitness of the Property for any particular purpose (\*\*\*\* affirming that \*\*\*\* has not relied on City's skill or judgment to select or furnish the Property for any particular purpose, and that City makes no warranty that the Property is fit for any particular purpose), or (xix) tax consequences of the transaction contemplated by this Agreement, except as set forth in this Agreement. \*\*\*\* represents that it is a knowledgeable, experienced and sophisticated developer of real estate and that it is relying on its experience and the experience, information provided by and recommendations of \*\*\*\*'s consultants in purchasing the Property, together with the representations and warranties being given by City hereunder. \*\*\*\* acknowledges and

agrees that upon Closing, City shall sell and convey to \*\*\*\* and \*\*\*\* shall, subject to any representations, warranties and covenants contained herein expressly described to survive the Closing, accept the Property “as is, where is,” with all faults. \*\*\*\* further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the Property by City, any agent of City or any third party. **The terms and conditions of this Section 17 shall expressly survive the Closing and not merge with the provisions of any documents delivered at Closing.** City is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth herein or in any document executed by City and delivered to \*\*\*\* or \*\*\*\*’s Title Company at Closing. \*\*\*\* acknowledges that the Purchase Price reflects the “as is” nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property. \*\*\*\* has fully reviewed the disclaimers and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof.

- (b) DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES GIVEN TO \*\*\*\* IN CONNECTION WITH THE SALE OF THE PROPERTY EXCEPT AS HEREIN SET FORTH IN THIS AGREEMENT. THE CITY HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY AND FITNESS THAT MAY BE DUE FROM CITY TO \*\*\*\*, WHETHER IN REGARD TO ANY BUILDING SITUATED ON THE PROPERTY, THE PERSONAL PROPERTY CONTAINED THEREIN OR THE FIXTURES CONTAINED THEREIN. This Section shall expressly survive the Closing.
- (c) “Hazardous Substances” Defined. For purposes hereof, **“Hazardous Substances”** means any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended (**“CERCLA”**), or the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et.), as amended (**“RCRA”**), or any other federal, state or local law, ordinance, rule or regulation applicable to the Property, or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (pcbs), radon gas, urea formaldehyde, asbestos, lead or electromagnetic waves.
- (d) Release. Subject to Section 17(a) and 17(b) above and except with respect

to a representation, warranty or covenants expressly made herein expressly described to survived the Closing or in any documents delivered by City at Closing, \*\*\*\* hereby fully and irrevocably releases City, City's managers, and members and its and their respective employees, officers, directors, shareholders, owners, constituent partners, representatives, agents, servants, attorneys, affiliates, parent, subsidiaries, successors and assigns, and all persons, firms, corporations and organizations acting in its behalf (collectively all of the foregoing being called "**City Released Parties**") from any and all claims that it may now have or hereafter acquire against City (and/or any of the City Released Parties) for any costs, loss, liability, damage, expenses, demand, action or cause of action (including, without limitation, causes of action in tort) of any and every kind and character known or unknown which \*\*\*\* might have alleged or asserted against City arising from or related to the Property, including, without limitation, any construction defects, errors, omissions or other conditions, latent or otherwise, any Hazardous Substances or other environmental matters, affecting the Property, or any portion thereof or arising from or related to any violations of applicable laws or any and all other acts, omissions, events, circumstances or matters regarding the Property or the Leases. This release includes claims of which \*\*\*\* is presently unaware or which \*\*\*\* does not presently suspect to exist which, if known by \*\*\*\*, would materially affect \*\*\*\*'s release of City. \*\*\*\* hereby acknowledges that it understands the significance and consequences of such release and \*\*\*\* has had an opportunity to be advised by independent counsel regarding the same. The assumptions, exceptions, and releases contained in this Section 17(d) shall survive the Closing. The release granted herein is not intended to be an indemnification of \*\*\*\* to the City Released Parties.

18. Development of the Project on the Property.

\*\*\*\* agrees to Develop the project as set forth in this Agreement pursuant to the terms and conditions of this Agreement.

19. Survival

All provisions of this Agreement governing the LURA shall be recorded and shall touch, concern and run with the Property in perpetuity. \*\*\*\*'s release and indemnity obligations detailed in this Agreement shall survive the closing or termination of this Agreement and shall be enforceable in perpetuity or for the longest period permitted by law.

20. Miscellaneous Provisions.

- (a) CASUALTY LOSS. Until the delivery of the Deed, City shall maintain insurance on said Property as presently insured. All risk of loss shall remain with the City until the recording of the Deed.
- (b) ADDITIONAL DOCUMENTATION AT CLOSING. The City agrees to execute and

deliver simultaneously with the delivery of the Deed (a) an owner's affidavit, in customary form in order to induce \*\*\* title insurer to remove the standard exceptions to the title insurance policy regarding parties in possession and mechanics' liens; (b) such affidavits or other documents as \*\*\* may reasonably request in order to confirm that City is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code of 1986, as amended; (c) affidavit of purchase price and terms; (d) an affidavit furnishing the information required for filing IRS Form W-8 or W-9 as applicable and Form 1099 with the Internal Revenue Service; and (e) such other documents and certificates as the \*\*\*\*'s attorney may reasonably require, or which are otherwise usual and customary in similar transactions. At the time of delivery of the Deed, \*\*\*\* shall execute and deliver a disclosure form as required by M.G.L. c. 7C §38. CITY shall prepare and file all required forms.

- (c) ASSIGNMENT. \*\*\*\* shall not assign this agreement or any of \*\*\*\*'s rights hereunder without prior written consent of City, which may be withheld in City's sole and absolute discretion.
- (d) TITLE AND PRACTICE STANDARDS. Any matter arising under or relating to this Agreement which is the subject of a title standard or practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the Deed shall be covered by said title or practice standard to the extent applicable, unless it is inconsistent with any provision of this Agreement.
- (e) CONDEMNATION; EMINENT DOMAIN. Notwithstanding anything herein to the contrary, in the event of a taking of any part of the premises by eminent domain, City and \*\*\*\*\* may, unilaterally at their own option, terminate this Agreement, whereupon all deposits made by under this Agreement shall be returned to \*\*\*\*.
- (f) POST-CLOSING COMPLIANCE. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties, and notice thereof is given within sixty (60) days of the date of the delivery of the Deed to the party charged, then such party agrees to make a payment as necessary to correct the error or omission. This provision shall survive delivery of the Deed.
- (g) Entire Agreement: This Agreement constitutes the entire agreement and understanding of the Parties, is an integrated document and supersedes any and all prior agreements and understandings of the Parties, whether oral written or otherwise.
- (h) Exhibits. All exhibits referred to in this Agreement shall be incorporated into this Agreement by such reference and shall be deemed a part of this Agreement as if fully set forth in this Agreement.
- (i) Payments: Time is of the essence for the payments and/or actions required under this Agreement. The Parties acknowledge that the failure to make the payments and/or take the actions as outlined in this Agreement is a material breach of this Agreement.

- (j) Waiver or Modification: No modification, amendment or waiver of any of the provisions contained in this Agreement, or any representation, promise or condition in connection with the subject matter of this Agreement shall be binding upon any Party unless made in writing and signed by such Party or by a duly authorized officer or agent of such Party.
- (k) Further Assurances: The Parties agree to execute all reasonable documents and perform all reasonable acts necessary or appropriate to effectuate the performance of the terms of this Agreement.
- (l) No Promise or Inducement: The Parties acknowledge that no promise or inducement which is not contained in this Agreement has been made to him/her or it, and in executing this Agreement he/she or it has not relied upon any statement or representation not contained in this Agreement.
- (m) Reliance on Representations: Each of the Parties agrees that they have relied on the representation and warranty of each and every other Party made in writing in this Agreement and that but for such representations or warranties such Party would not have executed this Agreement.
- (n) No Rights in Non-Parties: No individual or entity not a Party to this Agreement shall have any rights whatsoever with regard to this Agreement.
- (o) Plain Meaning: Unless specifically defined in this Agreement, all words used in this Agreement shall be given their plain and ordinary meaning.
- (p) Legal Construction: Each Party has read all portions of this Agreement and has had it explained by his/her or its attorney if the Party is represented by an attorney. The Parties agree that the terms of this Agreement shall not be interpreted in favor of or against any Party as the draftsman, but shall be interpreted solely for the purposes of fairly effectuating the express intent of the Parties as detailed in this Agreement.
- (q) Headings: In interpreting this Agreement, headings shall have no meaning and shall be treated as being provided for informational purposes only.
- (r) Severability: Except for the release provisions, if any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, such decision shall not effect the validity of any remaining portion of this Agreement and the remaining portion of this Agreement shall stand in full force and effect, and shall in no way be effected, impaired or invalidated.
- (s) Forum Selection and Jurisdiction: This Agreement shall be governed solely by the laws of the Commonwealth of Massachusetts without giving effect to conflicts of laws principles. The Parties irrevocably and unconditionally consent to the exclusive jurisdiction of the Commonwealth of Massachusetts Superior Court and the venue of

Hampshire County, Massachusetts to resolve all disputes, claims or controversies arising out of or relating to this Agreement or any agreement, document or instrument executed and delivered in connection to or with this Agreement or the negotiation, breach, validity, termination or performance of this Agreement and the transactions contemplated hereby.

- (t) Authority to Execute Agreement: Each Party executing this Agreement warrants and represents to the other Parties that he/she or it is an authorized representative of the Party holding valid and legal authority to execute this Agreement and to bind themselves and the entities they represent to the terms of this Agreement.
- (u) Execution in Multiple Parts/Signatures: To facilitate execution, this Agreement may be executed in two or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same document. A scanned, duplicate or facsimile copy of a signature on this Agreement shall have the same force and effect as if such signature were an original signature.
- (v) Mechanics Liens: During the Cities' ownership of the Property, \*\*\*\* has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of City, the Property for any claim in favor of any person dealing with \*\*\*\*, including those who may finish materials or perform labor for any construction or repairs. \*\*\*\* covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold City harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of City in the Premises or under this Lease. \*\*\*\* shall give City immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within 30 days of the filing or recording thereof, provided, however, \*\*\*\* may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and \*\*\*\* causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to City within such 30 day period.
- (w) No Agency/No Joint Venture. The Parties acknowledge and agree that \*\*\*\* is not an agent or employee of the City. Neither \*\*\*\* nor any of its officers, agents, employees, representatives or subcontractors shall be considered an employee, direct or indirect, of the City within the meaning of any federal, state or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers compensation, industrial accidents, employee rights and benefits, wages and taxes. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Municipality of a partnership, association, or joint venture.
- (x) Genders. Any reference to the masculine gender shall be deemed to include the feminine and neuter genders, and vice versa, and any reference to the singular shall

include the plural, and vice versa, unless the context otherwise requires.

(y) Initialing. Each page which contains a handwritten or typewritten change and each exhibit which is not attached to this Agreement shall be initialed or signed by each party.

(z) Assignment. \*\*\*\* may assign or transfer its rights and obligations under this Agreement only to a nominee entity with common ownership to be formed prior to closing to take title to the Property without City's consent, provided notice of such assignment or nomination is given to City five (5) business days prior to the Closing Date.

(aa) Computation of Time Periods. If the Closing Date or any other date or time period provided for in this Agreement expires or ends on a Saturday, Sunday or Federal, state or legal holiday, then such date shall automatically be extended until 5 p.m. Eastern Daylight Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement on the day and year first above written.

\*\*\*\*\*

**CITY OF EASTHAMPTON,  
MASSACHUSETTS**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\*\*\*\*, Its Mayor

**\*\*\*\* PROPOSER \*\*\*\***

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\*\*\*\*

**ESCROW AGENT**

\*\*\*\*

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
**INSERT NAME**, Shareholder.

## Schedule of Exhibits

<b>Exhibit A</b>	<b>Town Lodging Reuse RFP (Request for Proposals)</b>
<b>Exhibit B</b>	<b>**** Reuse Proposal</b>
<b>Exhibit C</b>	<b>City Council Resolution</b>
<b>Exhibit D</b>	<b>Project Development Schedule</b>
<b>Exhibit E</b>	<b>Plans of Land</b>
	<b>E-1 ****</b>
<b>Exhibit F</b>	<b>LURA Agreement</b>
<b>Exhibit G</b>	<b>Tenants</b>
<b>Exhibit H</b>	<b>Intentionally Omitted</b>
<b>Exhibit I</b>	<b>Project Development</b>
<b>Exhibit J</b>	<b>Escrow Agreement</b>
<b>Exhibit K</b>	<b>**** Concept Plan</b>

**Exhibit A \*\*\*\* (Request for Proposals)**

**Exhibit B \*\*\*\* Reuse Proposal**

**Exhibit C    City Council Approval**

**Exhibit D    Project Development Schedule**

TBD

**Exhibit E Plans of Land**

**E-1 Plan of Land \*\*\*\***

**Exhibit F    LURA Agreement**

**Exhibit G Existing Tenants**

**NONE**

## **EXHIBIT I PROJECT DEVELOPEMET**

### **Article 1. Development of Project**

1.1 The Project. The Project shall be developed and constructed in conformance with Exhibits A, B, C, D, H and I as modified by the written Agreement of the Parties and as permitted by such permits are issued for the construction of the Project providing that such permits substantially conform to the Agreement.

### **Article 2. Responsibilities of \*\*\*\* as Relate to the Project.**

- 2.1 \*\*\*\* shall have sole responsibility for all aspects of the Project, including but not limited to design, permitting, financing, development, construction and operation of the Project.
- 2.2 \*\*\*\* shall comply and shall apply for and diligently pursue all necessary governmental consents and approvals, including, if required, a land use permit pursuant to the City's 40R zoning district or any other zoning permits, a building permit and other municipal, state or federal permits, prior to undertaking any work on the Project.
- 2.3 \*\*\*\* shall apply for all necessary Project financing and subsidy arrangements. \*\*\*\* shall keep the City fully informed of all applications for government assistance and public or private financing with respect to the Project and upon request shall provide the City with copies of formal submissions in addition to the drafts submitted for prior City review.
- 2.4 \*\*\*\*'s responsibility for Project costs shall in no way preclude \*\*\*\* from applying for or and receiving funds from \*\*\*\* under the \*\*\*\* Program or similar public \*\*\*\* grant support program.
- 2.5 \*\*\*\* shall coordinate, direct and manage the Project development and construction teams identified in the Proposal and any other team members subsequently selected by \*\*\*\*. \*\*\*\* shall provide the City with contact information for contractors, where available, for sub-contractors working on the Project.
- 2.6 \*\*\*\* shall manage and supervise the construction of the Project in a good and first-class workmanlike manner and employing new materials of good quality and in accordance with the terms of this Agreement.
- 2.7 \*\*\*\* shall not permit or cause any party to bring any Hazardous Material upon the Property or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Property without City's prior written consent.
- 2.8 \*\*\*\* shall use its reasonable best efforts to adhere to the Project Development Schedule attached as Exhibit H-1 and shall update the City as to the completion of the milestones detailed therein and or its inability to meet same.
- 2.9 \*\*\*\* shall insure the Project conforms and complies with the Agreement.
- 2.10 Upon reasonable notice \*\*\*\* shall provide the City on a timely basis, or upon request from City, all information reasonably necessary for the City to determine whether \*\*\*\* is in compliance with its obligations under the Agreement including access to the Property and Project, and to assure compliance with the provisions of this Agreement.

### **Article 3. Responsibilities of City.**

3.1 City shall review in a timely manner any matter which it is required to review or approve and advise \*\*\*\* of approval or denial, and (if relevant) of its reasons for denial. Provided, however, that nothing in the Agreement or shall serve as a guarantee that \*\*\*\* will receive any permit, license or the like from any municipal board.

3.2 Public Funding. City may in its reasonable discretion apply, in partnership with or aid \*\*\*\* in, applications for such grants or other public funding which may be available to improve the public infrastructure in, around or about the Property.

3.3 Financing (“\*\*\*\*”). City will cooperate in good faith with \*\*\*\* in its application for a \*\*\*\* or similar agreement designed to set the real estate tax liability for the Property over a ten (10) year period from the Closing Date. Provided however, that \*\*\*\* understands and agrees that the City’s cooperation in such application(s) shall not guarantee that the City will ultimately negotiate and/or enter into or approve a \*\*\*\* or similar agreement with \*\*\*\*.

3.3 City shall cooperate in good faith with \*\*\*\* in providing information within City’s possession as necessary to obtain licenses, approvals, clearances, zoning permit and other permits, or other cooperation from local, state, and Federal agencies and officials and from local governing bodies, including with respect to the approval of the Project for funding provided by the Massachusetts Department of Housing and Community Development (DHCD) and/ or the United States Department of Housing and Urban Development; provided, that in no event will the City be responsible for the cost of preparing any such applications.

3.4 In no event shall the City assume any responsibility as a borrower, guarantor or endorser of any debt relating to the Existing Property or the Project.

3.5 Except as detailed in this Agreement, the City shall have no control over \*\*\*\*, the work, contractors, subcontractors or workers involved in the Project.

### **Article 4. Modification of the Project.**

If resources anticipated by the Parties for the Project become unavailable, or for any reason the Project ceases to be feasible, including, without limitation, due to engineering constraints of the Property, the Parties will work, in good faith, to develop changes or alternate plans which accomplish the original goals set forth in this Agreement to the maximum extent possible given available resources, which changes may include a change in the number of the units in the Project but shall not include a material reduction in the number of affordable housing units or a change in the income eligibility criteria for such units. In the event that the Parties, acting in good faith, are either unable to identify feasible changes or alternate plans or to agree upon proposed changes or alternate plans within six (6) months after the need for changes or alternate plans has been identified, either party may terminate this Agreement upon thirty (30) days’ written notice to the other party, in which event \*\*\*\* shall be entitled to termination expenses.

### **Article 5. Additions to the Project Not Fully Negotiated at Time the Agreement was Executed but which the Parties Agree will become part of the Agreement.**

The Parties agree they will use their reasonable best efforts to negotiate the following terms which shall be included as part of any permit application.

5.1 \*\*\*\*. \*\*\*\* and the City shall, in good faith, negotiate a written agreement for use of the \*\*\* by the public at a nominal cost to be negotiated by \*\*\*\* and the City or other end user. It is reasonably anticipated this objective may be satisfied by way an agreement, i.e., a lease between \*\*\*\* and third party(ies) approved by the City, or by way of a lease to the City for use by the City or a lease to the City and subsequent sublease of such space to a third party approved by the City and \*\*\*\*. This right to use shall be perpetual in nature. Providing further that \*\*\*\* shall make its reasonable best efforts to make the \*\*\*\* available for use by the City during construction of the Project.

5.2 Public Parking Location and Amount. \*\*\*\* shall provide a minimum of \*\*spaces and a \*\*\*\*, which is similar in nature and design to the \*\*\*\* Concept Plan dated \*\*\*\* 2026 (“\*\*\*\* **Concept Plan**”) previously provided by the City to \*\*\*\* and included herein as Exhibit K. Location and maintenance are to be discussed during the Due Diligence Period and \*\*\*\* reserves the right to locate the \*\*\*\* on a separate lot that will be conveyed to the City.

5.3 The Project at the Property shall include environmental sensitive landscaping as appropriate utilize native plantings.

5.4 \*\*\*\* shall use commercially reasonable efforts to achieve LEED certification and receive Enterprise Green Communities Certified for the Project.

## Exhibit J

### ESCROW AGREEMENT

#### Section 1. Parties and Definitions

##### A. Parties

**City** Means City of Easthampton, MA  
50 Payson Avenue  
Easthampton, MA 01027

\*\*\*\* Means \*\*\*\*\*

##### B. Definitions

**Agreement** Means this Escrow Agreement

**Claims** Means all debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts, reckonings, bonds, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, damages, extents, executions, liabilities and any and all other claims of every kind, nature, and description whatsoever, both in law and in equity, which a **Party** to this **Agreement** now has or ever had from the beginning of the world to the date of this **Agreement** on account of any actions or inactions including all claims which were ever raised or could ever have been raised against any **Party** or the **Escrow Agent** regarding the **Agreement**. **Claims** does not mean or include the **Parties'** obligations, and/or the terms, conditions, rights and remedies under this **Agreement**.

**Escrow** Means the sum of \*\*\*\* and no/100 (\$\*\*\*\*) to be held by the **Escrow Agent** in a non-interest-bearing account of the **Escrow Agents** choosing subject to the terms of this **Agreement**. The **Escrow** shall be released by the Escrow Agent as detailed in this **Agreement** and Exhibit A attached hereto and incorporated herein.

**Escrow Agent** Means Bacon Wilson, P.C.

**Parties** Means all the **Parties** collectively named in § 1A of this **Agreement**.

#### Section 2. Recitals

In consideration of the mutual promises and covenants contained in this **Agreement**, the payment of all or part of the **Escrow** on the terms and conditions detailed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all

**Parties**, the **Parties** and the **Escrow Agent** agree as follows:

### **Section 3. Release of Claims**

- A. **The Parties** hereby remise, release, and forever discharge the **Escrow Agent** in its role as **Escrow Agent** from all **Claims** except as preserved herein.

### **Section 4. Miscellaneous Provisions**

- A. This **Agreement** shall be operative on the date it is executed by the **Parties** and the **Escrow Agent**.
- B. The **Parties** acknowledge that the **Escrow Agent** represents the **City** and hereby consent to the continued representation of the **City** by the **Escrow Agent** during the entire period of time that the **Escrow Agent** is holding the **Escrow**, including without limitation any period of time in which any dispute under this **Agreement** exists between the **Parties**.
- C. The **Parties** agree that the **Escrow Agent** shall not be liable for any action or non-action taken in good faith in connection with the performance by the **Escrow Agent** of its duties hereunder, but shall be liable only for willful default or acts of bad faith.
- D. The **Escrow Agent** shall disburse the Escrow only upon joint written instruction of all parties, or upon the request of either **Party** if after written notice by the **Escrow Agent** to the other **Party** and the expiration of five (5) days from the date of delivery of such written notice no written objection to the disbursement of the **Escrow** has been made by the other **Party**.
- E. The **Escrow Agent** is authorized to retain such amounts and all interest, if any thereon in its possession, without liability to any **Party**, until such dispute has been settled by mutual agreement of the **Parties** or by a final order, decree, or judgment of a court of competent jurisdiction and the time for appeal has expired and no appeal has been perfected. The **Escrow Agent** shall not be under any duty to institute or defend any such proceedings. In no event shall the **Escrow Agent** be required to take any action unless and until indemnified to its satisfaction by the **Party** requesting such action.
- F. In the event that the **Escrow Agent** institutes any declaratory, interpleader or other action, the Parties agree to indemnify and hold the **Escrow Agent** harmless in equal shares from and against its reasonable costs and expenses and reasonable attorneys' fees incurred in connection therewith, which may be deducted from the **Escrow** to the extent available.
- G. The **Escrow Agent** has executed this **Agreement** to indicate its acceptance of the provisions of this agreement and its agreement to abide by those provisions of this **Agreement** that are applicable to the **Escrow Agent**.

- H. The execution of this **Agreement** by the **Escrow Agent** is not intended to and shall not result in any privity of contract with any **Party** or any possible third-party beneficiary of this **Agreement**.
- I. Except as otherwise provided for herein the **Escrow Agent** shall not be paid any fees or other amounts in connection with the performance by the **Escrow Agent** of its services hereunder.
- J. **Entire Agreement:** This **Agreement** constitutes the entire agreement and understanding of the **Parties**, is an integrated document and supersedes any and all prior agreements and understandings of the **Parties**, whether oral written or otherwise.
- K. **Plain Meaning:** Unless specifically defined in this **Agreement**, all words used herein shall be given their plain and ordinary meaning.
- L. The **Parties** acknowledge that no promise or inducement which is not contained in this **Agreement** has been made to him/her or it, and in executing this **Agreement** he/she or it has not relied upon any statement or representation not contained in this **Agreement**.
- M. **No Rights in Third Parties:** No individual or entity not a party to this **Agreement** shall have any rights whatsoever with regard to this **Agreement**.
- N. **Participation of Counsel:** The **Parties** have participated through legal counsel in negotiations leading to this **Agreement**, and have had the benefit of consultation and advice of said counsel regarding the settlement of the **Civil Action**, and regarding the terms and effect of this **Agreement**. If a **Party** was not represented with regard to this **Agreement** such **Party** acknowledges that he/she or it voluntarily proceeded without counsel and understands that this **Agreement** is binding pursuant to its terms and conditions.
- O. **Legal Construction:** Each **Party** has read all portions of this **Agreement** and has had it explained by his/her or its attorney if the **Party** is represented by an attorney. The **Parties** agree that the terms of this **Agreement** shall not be interpreted in favor of or against any **Party** as the draftsman, but shall be interpreted solely for the purposes of fairly effectuating the express intent of the **Parties**.
- P. **Waiver or Modification:** No modification, amendment or waiver of any of the provisions contained in this **Agreement**, or any representation, promise or condition in connection with the subject matter of this **Agreement** shall be binding upon any **Party** unless made in writing and signed by such **Party** or by a duly authorized officer or agent of such **Party**.
- Q. **Severability:** Except for the release provisions, if any term, provision, covenant or condition of this **Agreement** shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, such decision shall not effect the

validity of any remaining portion and the remaining portion shall stand in full force and effect, and shall in no way be effected, impaired or invalidated.

**Forum Selection and Jurisdiction:** This **Agreement** shall be governed solely by the laws of the Commonwealth of Massachusetts without giving effect to conflicts of laws principles. The **Parties** irrevocably and unconditionally consent to the exclusive jurisdiction of the Commonwealth of Massachusetts Superior Court and the venue of **Hampshire County**, Massachusetts to resolve all disputes, claims or controversies arising out of or relating to this **Agreement** or any agreement, document or instrument executed and delivered in connection to or with this **Agreement** or the negotiation, breach, validity, termination or performance of this **Agreement** and the transactions contemplated hereby.

- R. **No Assignment of Rights:** This **Agreement** and the rights of the **Parties** hereunder may not be assigned (except by operation of law) and shall be binding upon and shall inure to the benefit of the **Parties** their heirs, successors and assigns, if any. The **Parties** further expressly represent and warrant that he/she or it is the lawful owner of the **Claims** released in this **Agreement** and that he/she or it has not otherwise transferred or assigned such **Claims**.
- S. **Authority to Execute Agreement:** Each **Party** executing this **Agreement** warrants and represents to the other **Parties** that (1) he/she or it lawfully holds the interest being released, (2) and he/she or it is an authorized representative of the **Party** holding valid and legal authority to execute this **Agreement** and to bind themselves and the entities they represent to the terms of this **Agreement**.
- T. **Execution in Multiple Parts:** To facilitate execution, this **Agreement** may be executed in two or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same document.
- U. **Headings:** In interpreting this **Agreement**, headings shall have no meaning and shall be treated as being provided for informational purposes only.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on the dates indicated below our signatures.

**SIGNATURE PAGE TO FOLLOW**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**City of Easthampton**  
**Its: Mayor**  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\*\*\*\*\*  
Date: \_\_\_\_\_

**\*\*\*\*\*, P.C. as Escrow Agent**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit K Map\*\*\*\* Concept Plan**

**Exhibit C**  
**DRAFT**

City of Easthampton  
Request for Proposals (RFP)

Purchase, Renovation and Reuse of the  
Historic Town Lodging House & Adjacent Agricultural Land

**DRAFT PURCHASE AND SALE AGREEMENT**

1. **PARTIES**. This Purchase and Sales Agreement (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022 between the **City of Easthampton**, with a principal address located at 50 Payson Avenue, Easthampton, Massachusetts, hereinafter called the “SELLER” and \_\_\_\_\_, of \_\_\_\_\_, hereinafter called the “BUYER”.
  
2. **DESCRIPTION OF PREMISES**. Subject to the terms and conditions set forth herein, SELLER hereby agrees to sell, and BUYER hereby agrees to buy, the following bounded and described premises:
  - a. **XXXXXX, Easthampton, Massachusetts**, identified on Assessors Map XX as Lot X, containing XXX acres, more or less, and being the premises described in a Deed recorded with the Hampshire County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.
  - b. **XXXXXX, Easthampton, Massachusetts**, identified on Assessors Map XX as Lot XX, containing XX acres, more or less, being the premises described in a Deed recorded with the Hampshire County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.
  
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**. Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, including, without limitation, the Building and all fixtures belonging to the SELLER and used in connection therewith.
  
4. **TITLE**. Said premises are to be conveyed by a quitclaim deed running to BUYER, or to the nominee designated by BUYER by written notice to SELLER at least seven business days before the Deed is to be delivered as provided herein, and said Deed shall convey a good and clear record and marketable title free from all encumbrances, except:
  - a. Provisions of existing building and zoning laws;
  - b. Such taxes for the then current year as are not due and payable on the date of the delivery of such Deed, except as set forth herein;

- c. Any liens for municipal betterments assessed after the date of this Agreement;
  - d. Easements, restrictions, and reservations of record, so long as the same do not prohibit or materially interfere with the use of said premises for residential and community purposes;
5. DEED; PLAN. SELLER shall prepare the Deed. If said Deed refers to a plan necessary to be recorded therewith, BUYER shall deliver such plan with the Deed in a form adequate for recording or registration.
6. TIME FOR PERFORMANCE. The Deed is to be delivered and the consideration paid at the Hampshire County Registry of Deeds, or as otherwise agreed upon by the parties herein, (XX) days from the effective date of this Agreement, or an earlier date, upon the BUYER delivering at least fourteen (14) days' prior written notice thereof. If the closing date shall fall on a weekend or other such day on which the Registry of Deeds is closed, the closing shall take place on the next business day thereafter. It is agreed that time is of the essence of this Agreement.
7. PURCHASE PRICE. The purchase price for said premises is \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_), of which:
- \$\_\_\_\_\_ has been paid today, constituting 5% of the purchase price and representing the deposit hereunder
  - \$\_\_\_\_\_ are to be paid at the time of delivery of the Deed by certified, treasurer's or bank check, or by wire transfer, at the discretion of the SELLER,
  - \$\_\_\_\_\_ TOTAL
8. POSSESSION AND CONTROL OF PREMISES. Full possession of the premises, free and clear of all occupants and tenants, is to be delivered at the time of the delivery of the Deed, said premises to be then in the same condition in which they are now, reasonable use and wear of the buildings thereon excepted. The BUYER shall be entitled to the right to inspect the premises for compliance with this paragraph prior to the delivery of the Deed to determine whether the condition complies with the terms of this clause.
9. EXTENSION TO MAKE TITLE OR PREMISES CONFORM. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the Deed the premises do not conform with the provisions hereof, SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event SELLER shall give written notice to BUYER at or before the time for performance herein, and the time for performance shall be extended for a period of no more than one hundred twenty calendar days, In no event, however, shall reasonable efforts require SELLER to expend more than \$XXX.00, inclusive of attorney's fees.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of the extended time SELLER shall have failed to remove any defects in title, deliver full possession, or make the premises conform, as the case may be, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without further recourse to the parties hereto.
11. BUYER'S ELECTION TO ACCEPT TITLE. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said premises in their then-existing condition and to pay the purchase price herein without deduction, in which case SELLER shall convey such title as they have without further recourse.
12. ACCEPTANCE OF DEED. The acceptance of a Deed by BUYER shall be deemed a full performance and discharge of every agreement and obligation herein contained or expressed, excepting those obligations which are, by their terms or nature, to be performed after the delivery of said Deed.
13. CASUALTY LOSS. Until the delivery of the Deed, SELLER shall maintain insurance on said premises as presently insured. All risk of loss shall remain with SELLER until the recording of the Deed.
14. ADJUSTMENTS. Fuel is to be adjusted as of the Closing Date and a payment in lieu of taxes shall be paid in accordance with G.L. c.44 §63A as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the Deed.
15. ADJUSTMENT OF UNASSESSED AND ABATED TAXES. If the amount of said taxes is not known at the time of delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.
16. DEPOSITS. All deposits made hereunder shall be held in escrow by the City Treasurer in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time of performance for this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions mutually given by SELLER and BUYER or a final order by a court of competent jurisdiction.
17. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC. If SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate being represented shall be bound, and neither SELLER nor BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
18. WARRANTIES AND REPRESENTATIONS. BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any

warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except the following additional warranties and representations, made by SELLER: None.

19. BROKERS. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. BUYER and SELLER agree to defend and indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs, or liabilities for any brokerage commission or fee that may be asserted against the other by any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the Deed.
20. ADDITIONAL DOCUMENTATION AT CLOSING. The SELLER agrees to execute and deliver simultaneously with the delivery of the Deed (a) an owner's affidavit, in customary form in order to induce BUYER'S title insurer to remove the standard exceptions to the title insurance policy regarding parties in possession and mechanics' liens; (b) such affidavits or other documents as BUYER may reasonably request in order to confirm that SELLER is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code of 1986, as amended; (c) affidavit of purchase price and terms; (d) an affidavit furnishing the information required for filing IRS Form W-8 or W-9 as applicable and Form 1099 with the Internal Revenue Service; and (e) such other documents and certificates as the BUYER'S attorney may reasonably require, or which are otherwise usual and customary in similar transactions. At the time of delivery of the Deed, BUYER shall execute and deliver a disclosure form as required by G.L. c.7C §38. SELLER shall prepare and file all required forms.
21. ASSIGNMENT. BUYER shall not assign this agreement or any of BUYER'S rights hereunder without prior written consent of SELLER, which may be withheld in SELLER'S sole and absolute discretion.
22. CONDITION OF PREMISES. BUYER acknowledges and agrees that upon closing, SELLER shall sell and convey to BUYER and BUYER shall accept the Premises "as is, where is, with all faults," including SELLER'S responsibility to remove all personal property and deliver the Premises in broom-clean condition, except to the extent expressly provided otherwise in this Agreement. BUYER has not relied and will not rely on and express or implied warranties, guaranties, statements, representations, or information pertaining to the Premises made or furnished by SELLER or any agent, employee, board or commission member, or any other party representing or purporting to represent SELLER, nor shall SELLER be liable or bound by the same, unless explicitly set forth in this Agreement. Without limiting the above, BUYER acknowledges that SELLER has no responsibility for hazardous waste, oil, hazardous material or other hazardous substances, as those terms are defined by any applicable law, rule, or regulation, including but not limited to the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, G.L. c.21E, on, in, under, or released from the Premises, or for any other condition or defect in the Premises.

BUYER represents to SELLER that BUYER has had the opportunity to conduct such investigation of the Premises, including but not limited to, the physical and environmental conditions thereof, as BUYER deems necessary or desirable to satisfy itself as to the condition of the Premises and the existence or nonexistence of curative action to be taken with respect to any Hazardous Waste on or discharged from the Premises. BUYER further agrees to rely solely upon the same and not upon any information provided by or on behalf of SELLER, its agents, or employees, unless expressly set forth herein. Upon closing, BUYER shall assume the risk that adverse matters, including but not limited to, construction defects and other physical and environmental conditions, may not have been revealed by BUYER'S investigations. BUYER, upon closing, shall be deemed to have waived, relinquished, and released SELLER from and against any and all claims, demands, causes of action, damages, liabilities, costs, and expenses of any and every kind or character, known or unknown, which BUYER might have asserted or alleged against SELLER at any time arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances, or matters regarding the Premises.

23. BUYER'S DEFAULT; DAMAGES. If BUYER shall fail to fulfill BUYER'S agreements herein, all deposits made hereunder by BUYER shall be retained by SELLER as SELLER'S sole and exclusive remedy at law and equity for BUYER'S breach of this Agreement.
24. SELLER'S DEFAULT, DAMAGES. If SELLER shall fail to fulfill SELLER'S obligations herein, BUYER shall be entitled to terminate this Agreement and receive a refund of the Deposit. The foregoing shall be BUYER'S sole and exclusive remedy at law and in equity for any breach of this Agreement by SELLER. BUYER agrees that the amount of the Deposit represents a reasonable estimate of the damages BUYER will sustain in the event of such default by SELLER, and shall not be deemed to constitute a forfeiture or penalty.
25. TITLE AND PRACTICE STANDARDS. Any matter arising under or relating to this Agreement which is the subject of a title standard or practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the Deed shall be covered by said title or practice standard to the extent applicable, unless it is inconsistent with any provision of this Agreement.
26. BUYER'S REPRESENTATIONS. BUYER hereby warrants and represents that this Agreement and all documents to be executed by BUYER and delivered to BUYER at the closing are, or at the time of closing will be, duly authorized, executed, and delivered by BUYER.
27. NOTICE. Any notice required to be given under this Agreement shall be in writing and signed by the part or the party's attorney or agent and shall be deemed to have been given upon the earlier of: (i) two business days after deposit with the United States Postal

Service, if sent by registered or certified mail, return receipt requested; (ii) one business day after deposit with an express courier service such as Federal Express; (iii) actual receipt; or (iv) confirmed facsimile transmission, provided such facsimile transmission is promptly followed by other acceptable means of sending notice. Notice are to be addressed as follows:

In the case of BUYER:

With a copy to:

In the case of SELLER:

With a copy to:

By such notice, either party may notify the others of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

28. CONDEMNATION; EMINENT DOMAIN. Notwithstanding anything herein to the contrary, in the event of a taking of any part of the premises by eminent domain, SELLER or BUYER may, at their own option, terminate this Agreement, whereupon all deposits made by BUYER under this Agreement shall be returned to BUYER.

29. POST-CLOSING COMPLIANCE. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties, and notice thereof is given within sixty (60) days of the date of the delivery of the Deed to the party charged, then such party agrees to make a payment as necessary to correct the error or omission. This provision shall survive delivery of the Deed.

30. EXTENSIONS. BUYER and SELLER hereby authorize their respective attorneys to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the Deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge prior to the execution of the document that such authority has been revoked or disclaimed. For the purposes of this Agreement and any Amendments thereto, facsimile and scanned signatures shall be construed as original.
31. CONSTRUCTION. This Agreement may be executed in multiple counterparts and each executed copy shall be deemed to be an original, to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and/or assigns. If two or more persons are named as BUYER or SELLER herein, their obligations shall be joint and several.
32. ADDITIONAL TERMS, INCORPORATION. All contract terms, conditions, and requirements of the Request for Proposals dated XXXXX and the successful proposer's response to the RFP dated \_\_\_\_\_ 2026 and incorporated herein by reference as though the same were stated at length.
33. GOVERNING LAW. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits, or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.

*[Signature page to follow.]*

Executed as a sealed instrument as of the date set forth above.

SELLER: City of Easthampton

BUYER:

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By:

Its:

## Exhibit C

### 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)

#### INSTRUCTION SHEET

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Section (6):** List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be emailed to [realestate.dcammm@mass.gov](mailto:realestate.dcammm@mass.gov) or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

**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:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

\_\_\_\_\_ Lessor/Landlord

\_\_\_\_\_ Lessee/Tenant

\_\_\_\_\_ Seller/Grantor

\_\_\_\_\_ Buyer/Grantee

\_\_\_\_\_ 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 (Check "NONE" if NONE):

NONE

NAME:

POSITION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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)**

- (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



**CITY OF EASTHAMPTON  
OFFICE OF THE CITY COUNCIL**

Easthampton Municipal Building  
50 Payson Ave., Ste. 100  
Easthampton, Massachusetts 01027-2260  
Telephone #: (413) 529-1400, ext. 460

**CITY COUNCIL ACTION REQUEST FORM**

**Date Submitted:** April 16th, 2026

**Title of proposal:** Easthampton City Council Resolution in Support of  
"An Act Establishing a Climate Change Superfund"

**Councilor Sponsor(s):** Councilors Kiam Jamrog-McQuaid, Jonathan Schmidt,  
Tamara Smith, Thomas Peake

**Request is hereby made for consideration of the following:**

- General Ordinance Amendment
- Traffic Rules & Orders Amendment
- Zoning Ordinance Amendment (for referral to committee to discuss; will need to come back to council with recommendation and subsequent referral to Planning Board)
- Council Rules Amendment
- Home Rule Charter Amendment
- City Council Resolution

**Is your item a request for immediate consideration?** Yes  No

**Chapter and Section number to be amended** (for ordinance or council rules amendment):

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**Short summary of the proposal** (A short - two to three sentence- description of what you are requesting.

*Please attach any additional information – resolution, etc.):*

This resolution would express formal support for statewide legislation to establish a climate change superfund. This funding would help municipalities address the local costs of climate change adaptation.



**CITY OF EASTHAMPTON  
OFFICE OF THE CITY COUNCIL**

Easthampton Municipal Building  
50 Payson Ave., Ste. 100  
Easthampton, Massachusetts 01027-2260  
Telephone #: (413) 529-1400, ext. 460

**Easthampton City Council Resolution in Support of  
“An Act Establishing a Climate Change Superfund” (H.1014 / S.588)**

The impacts of climate change pose existential challenges at both global and local levels. Cities and towns have no choice but to face these local impacts head-on as climate change worsens. Communities like Easthampton face risks like extreme heat, increased winter precipitation, and flooding. Addressing these impacts on road and water infrastructure, as well as public health, will come at a substantial cost to communities, many of which are already stretched thin and struggling financially. Establishing a fund to help cities and towns reduce climate change adaptation costs is a critical step toward ensuring local resilience to climate impacts.

**WHEREAS**, in the 194th General Court of Massachusetts (2025–2026), bill H.1014/S.588, “An Act Establishing a Climate Change Superfund,” was filed to require the largest fossil fuel companies to pay a proportional share into a fund based on their historic greenhouse gas emissions; and

**WHEREAS**, the Senate and House referred these matters to study in November 2025 and January 2026, respectively, effectively stalling their progress despite the urgent need for climate adaptation funding; and

**WHEREAS**, the City of Easthampton faces severe climate hazards, including a projected temperature increase of up to 5.4°F by 2030 and a rise in extreme heat days from a baseline of 5 days per year to potentially 75 days per year above 90°F by 2070;<sup>1</sup> and

**WHEREAS**, Easthampton is experiencing warmer, wetter winters, with winter precipitation projected to increase by up to 17% by 2070, leading to more frequent riverine flooding from the Connecticut and Manhan Rivers;<sup>2</sup> and

**WHEREAS**, the catastrophic impacts of these changes were demonstrated in July 2023, when extreme precipitation led to the closure of Route 5 and Fort Hill Road, and caused over \$650,000 in agricultural losses at Mountain View Farm, where 45 acres of community-supported crops were destroyed;<sup>3</sup> and

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<sup>1</sup> Easthampton Climate Action Plan. 2024. <https://easthamptonma.gov/959/Climate-Action-Plan-2024>

<sup>2</sup> Easthampton Climate Action Plan. 2024.

<sup>3</sup> New England Public Media. Jill Kaufman. July 14, 2023. “Looking ahead, western Mass. farmers weigh risks of planting in the fertile soil of a floodplain”.

<https://www.nepm.org/2023-07-14/looking-ahead-western-mass-farmers-weigh-risks-of-planting-in-the-fertile-soil-of-a-floodplain>

**WHEREAS**, these hazards place an unsustainable financial burden on the City of Easthampton to repair and harden utility infrastructure and roadways in flood-prone areas like Lower Fort Hill Road, West Street, and Meadowbrook Drive; and

**WHEREAS**, the cost of necessary climate resilience projects far exceeds the reasonable constraints of Easthampton’s local operating budget, and this legislation would provide the funds necessary for our community to adapt without placing the entire burden on local taxpayers;

**NOW, THEREFORE BE IT RESOLVED**, that the Easthampton City Council expresses its formal support of H.1014/S.588, and calls upon the General Court to favorably report these bills out of committee and move them toward a floor vote; and

**BE IT FURTHER RESOLVED**, that the City Clerk forward a certified copy of this resolution to Governor Maura Healey, Speaker Ronald Mariano, Senate President Karen Spilka, State Representative Homar Gómez, and State Senator John Velis, to serve as a formal request for legislative action.

Approved on the \_\_\_\_ day of \_\_\_\_\_, 2026.

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

EASTHAMPTON CITY COUNCIL

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In accordance with Section 3-7 of the Easthampton Home Rule Charter, the following order, resolution or vote adopted by the City Council is presented to the Mayor for approval:

\_\_\_\_\_  
Mayor Salem Derby

\_\_\_\_\_  
Date



**CITY OF EASTHAMPTON  
OFFICE OF THE CITY COUNCIL**

Easthampton Municipal Building  
50 Payson Ave., Ste. 100  
Easthampton, Massachusetts 01027-2260  
Telephone #: (413) 529-1400, ext. 460

**CITY COUNCIL ACTION REQUEST FORM**

**Date Submitted:** April 16th, 2026

**Title of proposal:** Easthampton City Council Resolution in Support of  
Restricting the Construction of Data Centers

**Councilor Sponsor(s):** Councilors Koni Denham, Felicia Jadczak, Kiam Jamrog-McQuaid

**Request is hereby made for consideration of the following:**

- General Ordinance Amendment
- Traffic Rules & Orders Amendment
- Zoning Ordinance Amendment (for referral to committee to discuss; will need to come back to council with recommendation and subsequent referral to Planning Board)
- Council Rules Amendment
- Home Rule Charter Amendment
- City Council Resolution

**Is your item a request for immediate consideration?** Yes  No

**Chapter and Section number to be amended** (for ordinance or council rules amendment):

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**Short summary of the proposal** (A short - two to three sentence- description of what you are requesting.

*Please attach any additional information – resolution, etc.):*

This resolution would formally declare support for restricting data center construction in the city, calling on the city council to work with other stakeholders in the community to explore zoning and general ordinance amendments to that effect.



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**Easthampton City Council Resolution in Support of  
Restricting the Construction of Data Centers**

The City of Easthampton continues to be guided by the 2024 Easthampton Climate Action Plan, aiming to achieve a net-zero energy community by 2050. The City is also committed to smart growth that provides maximum benefit to residents, balancing environmental concerns with those of residents and locally owned businesses. The construction and operation of data centers in Easthampton, particularly those serving the growing demand for artificial intelligence, would be detrimental to these goals and commitments due to the extensive strain these facilities put on local energy and water resources.

**WHEREAS**, a data center is defined as a building or series of buildings, with the intended primary use being commercial, that houses and supports the high-performance servers, storage systems, networking equipment, and related computing infrastructure and equipment necessary for storing, processing, and distributing data and applications; and

**WHEREAS**, data centers increase local electric utility rates by driving up overall energy demand, which can strain grid capacity and force utilities to invest in costly infrastructure upgrades. These costs are passed on to residents through higher rates. Data centers have also typically secured long-term power agreements, which reduce the available supply and push prices up for other consumers;<sup>1</sup> and

**WHEREAS**, a single data center can consume up to two megawatt hours of power—equivalent to the power used by 2,000 homes—and millions of gallons of water annually for cooling, straining local resources and infrastructure;<sup>2</sup> and

**WHEREAS**, while advanced cooling methods like liquid immersion and direct-to-chip cooling offer energy efficiency improvements, current technologies force a trade-off between energy and water efficiency, limiting sustainable solutions;<sup>3</sup>

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<sup>1</sup> Anne-Laure Ligozat and Alex De Vries, “Generative AI: energy consumption soars,” Polytechnique insights, November 13, 2024,  
<https://www.polytechnique-insights.com/en/columns/energy/generative-ai-energy-consumption-soars/>.

<sup>2</sup> “DOE Releases New Report Evaluating Increase in Electricity Demand from Data Centers,” Department of Energy, December 20, 2024,  
<https://www.energy.gov/articles/doe-releases-new-report-evaluating-increase-electricity-demand-data-centers>.

<sup>3</sup> Julia Borgini, “Data Center Cooling Systems and Technologies and How They Work,” TechTarget, November 8, 2024,

**WHEREAS**, tax breaks for data centers have been shown not to deliver the promised economic benefits, such as high-paying jobs, and they reduce local tax revenues, while shifting financial burdens onto communities and schools;<sup>4</sup> and

**WHEREAS**, data centers’ massive energy demands are prolonging the operation of fossil fuel plants and undermining state renewable energy goals, as seen in states like Michigan, Virginia, and Nebraska;<sup>5, 6, 7</sup> and

**NOW, THEREFORE BE IT RESOLVED**, that in order to mitigate the community impacts of data centers, the Easthampton City Council supports any changes of zoning necessary to prevent any new construction of data centers within city limits.

**BE IT FURTHER RESOLVED**, that the City Council shall work with other stakeholders in the community to pursue amendments to the City of Easthampton general and zoning ordinances to prevent any new construction of data centers within city limits for no less than 3 years.

Approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

EASTHAMPTON CITY COUNCIL

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<https://www.techtarget.com/searchdatacenter/tip/Data-center-cooling-systems-and-technologies-and-how-they-work>.

<sup>4</sup> Andrew Leahey, “Tax Breaks For Data Centers Bring Few Jobs,” Forbes, August 13, 2024, <https://www.forbes.com/sites/andrewleahey/2024/08/13/tax-breaks-for-data-centers-bring-few-jobs/>.

<sup>5</sup> Ethan Howland, “Consumers Energy to Exit Coal-Fired Generation in 2025 under Agreement with Michigan AG,” Utility Dive, April 21, 2022, <https://www.utilitydive.com/news/consumers-energy-threatens-coal-retirement-plans-irp-michigan-psc/620391/>.

<sup>6</sup> Darrell Proctor, “Power Demand from Data Centers Keeping Coal-Fired Plants Online,” POWER , October 17, 2024, <https://live-powermag.pantheonsite.io/power-demand-from-data-centers-keeping-coal-fired-plants-online/>.

<sup>7</sup> Mac Carey, “How Data Center Alley Is Changing Northern Virginia,” Oxford American, January 17, 2025, <https://oxfordamerican.org/oa-now/how-data-center-alley-is-changing-northern-virginia>.

In accordance with Section 3-7 of the Easthampton Home Rule Charter, the following order, resolution or vote adopted by the City Council is presented to the Mayor for approval:

\_\_\_\_\_  
Mayor Salem Derby

\_\_\_\_\_  
Date



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Telephone #: (413) 529-1400, ext. 460

**CITY COUNCIL ACTION REQUEST FORM**

**Date Submitted:** April 16th, 2026

**Title of proposal:** Easthampton City Council Resolution in Support of  
"An Act to Promote Yes in My Backyard"

**Councilor Sponsor(s):** Councilors Kiam Jamrog-McQuaid & Koni Denham

**Request is hereby made for consideration of the following:**

- General Ordinance Amendment
- Traffic Rules & Orders Amendment
- Zoning Ordinance Amendment (for referral to committee to discuss; will need to come back to council with recommendation and subsequent referral to Planning Board)
- Council Rules Amendment
- Home Rule Charter Amendment
- City Council Resolution

**Is your item a request for immediate consideration?** Yes  No

**Chapter and Section number to be amended** (for ordinance or council rules amendment):

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**Short summary of the proposal** (A short - two to three sentence- description of what you are requesting.

*Please attach any additional information – resolution, etc.):*

This resolution would express formal support for the statewide legislation aiming to reduce local zoning and permitting barriers to housing construction. This legislation is in line with the goals and priorities established in the 2021 Easthampton Housing Production Plan and the 2024 Easthampton Affordable and Fair Housing Partnership Zoning Recommendations.



**CITY OF EASTHAMPTON  
OFFICE OF THE CITY COUNCIL**

Easthampton Municipal Building  
50 Payson Ave., Ste. 100  
Easthampton, Massachusetts 01027-2260  
Telephone #: (413) 529-1400, ext. 460

**Easthampton City Council Resolution in Support of  
“An Act to Promote Yes in My Backyard” (H.1572/S.2836)**

The City of Easthampton has taken positive steps to identify goals and priorities for increasing housing production. Both the Easthampton Housing Production Plan<sup>1</sup> and the Affordable and Fair Housing Partnership zoning recommendations<sup>2</sup> reflect the city's commitment to addressing the statewide housing crisis. This was also recently affirmed by the passage of the Easthampton Housing Crisis Task Force Resolution.<sup>3</sup>

However, Easthampton is part of a broader housing ecosystem, and the housing crisis cannot be solved by a single municipality. We have been ahead of the curve, but further action is needed through state legislation to reduce the systemic barriers to housing production across the state.

**WHEREAS**, Governor Maura Healey directed the Executive Office of Housing and Livable Communities (EOHLC) to conduct a statewide housing plan to ensure that safe, affordable, stable, appropriate, well-maintained, and sustainable housing is available to all residents of the Commonwealth; and

**WHEREAS**, the resulting statewide housing plan identified that Massachusetts needs to build 222,000 net new homes to address our statewide housing shortage; and

**WHEREAS**, the statewide and regional housing shortage drives up the price of rental and homeownership units in Easthampton by forcing residents to compete against each other and institutional investors for the limited stock of available homes; and

**WHEREAS**, Easthampton is part of the broader Pioneer Valley regional housing market, and housing availability in Easthampton is impacted by housing availability in neighboring municipalities; and

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<sup>1</sup> “City of Easthampton Housing Production Plan 2021 – 2026,” City of Easthampton, February 17, 2021, <https://easthamptonma.gov/DocumentCenter/View/2311/Housing-Production-Plan-2021-2026-PDF>.

<sup>2</sup> Kiam Jamrog-McQuaid et al., *Easthampton Zoning Recommendations Report* (Easthampton Affordable and Fair Housing Partnership, 2024), <https://easthamptonma.gov/DocumentCenter/View/8249/Affordable-Fair-Housing-Partnership-Zoning-Amendment-Recommendations-Report-PDF>.

<sup>3</sup> Sam Ferland, “Easthampton addresses housing crisis with new task force, rental rules” *Daily Hampshire Gazette*, March 23, 2026, <https://gazettenet.com/2026/03/23/easthampton-addresses-housing-crisis-with-new-task-force-rental-rule/>

**WHEREAS**, the MBTA Communities Act and the Affordable Homes Act have already led to thousands of new homes in construction or in the development pipeline, indicating the ability of state legislation to stimulate housing production by addressing restrictive local zoning laws;

**NOW, THEREFORE BE IT RESOLVED**, that the Easthampton City Council supports Massachusetts House Bill H.1572 and Senate Bill S.2836, “An Act to Promote Yes in My Backyard,” which would enable increased housing production across Massachusetts by, among other provisions, legalizing small multi-family housing, reducing and removing minimum parking requirements, eliminating minimum lot size requirements, and streamlining lot splitting for larger lots.

**BE IT FURTHER RESOLVED**, that a copy of this resolution will be sent to State Representative Homar Gómez, State Senator John Velis, Lieutenant Governor Kim Driscoll, and Governor Maura Healey.

Approved on the \_\_\_\_ day of \_\_\_\_\_, 2026.

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

EASTHAMPTON CITY COUNCIL

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In accordance with Section 3-7 of the Easthampton Home Rule Charter, the following order, resolution or vote adopted by the City Council is presented to the Mayor for approval:

\_\_\_\_\_  
Mayor Salem Derby

\_\_\_\_\_  
Date



Emily Russo  
Director of Human Resources

erusso@easthamptonma.gov  
(413) 529-1466

April 16, 2026

To: City Council

From: Emily Russo, Director of Human Resources

**Re: Withdrawal of Request for Amendment to Chapter 7, Section 7-18**

In light of the City's current financial position and in an effort to conserve resources, the City is formally withdrawing its request for an amendment to Chapter 7, Section 7-18, Exhibit B (Pay Plan), which proposed modifying the wage scale structure by removing two steps from the front of the scale and adding two steps to the end.

The City remains committed to valuing its employees, supporting retention, and maintaining salaries that are competitive with industry standards. However, at this time, it is necessary to prioritize fiscal responsibility and focus available resources on essential services and operations.

Thank you for your understanding.



**EASTHAMPTON**  
MASSACHUSETTS



## Easthampton Police Department

32 Payson Avenue | Easthampton, MA 01027  
Chad Alexander, Chief of Police  
calexander@easthamptonma.gov | 413-527-1212

To: City Council President Denham  
From: Chad Alexander, Chief of Police  
Re: First Responder Wellness Donation Account  
Date: April 17, 2026

Council President Denham,

I am writing to respectfully request that the proposed first responder wellness donation account item, currently in the finance committee, be withdrawn from the agenda. Due to unforeseen circumstances we would like to pause on pursuing the creation of the account with the hopes to propose a similar item in the future. I apologize for any time the council spent regarding this item, and appreciate all the council does for our department, and our city.

Respectfully,

  
Chad Alexander  
Chief of Police



City Council Action

Date received by City Council: April 22, 2026

Date referred to Committee: April 22, 2026

Public hearing date: \_\_\_\_\_ Advertisement date: \_\_\_\_\_

Number present & voting: \_\_\_\_\_ Appropriation approved: \$ \_\_\_\_\_


Date of City Council approval: \_\_\_\_\_

Amount approved: \$ \_\_\_\_\_

Department transferred to: \_\_\_\_\_

Pursuant to Section 3-7 of the Easthampton Home Rule Charter, I, Salem Derby, Mayor of the City of Easthampton, hereby approve the foregoing City Council action.

\_\_\_\_\_  
Salem Derby, Mayor

\_\_\_\_\_  
Date of Approval