

RECEIVED

By Office of the City Clerk at 1:49 pm, Apr 03, 2026

CITY COUNCIL AGENDA

WEDNESDAY, APRIL 8, 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 8 · 6:00 – 9:00pm
 Time zone: America/New York
 Google Meet joining info
 Video call link: <https://meet.google.com/mdw-ffoj-qrt>
 Or dial: (US) +1 269-948-7501 PIN: 430 779 637#
 More phone numbers: <https://tel.meet/mdw-ffoj-qrt?pin=1428794674240>

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 Hearing:**

PUBLIC HEARING STARTING AT 6:15 P.M.

Mayoral Request to add 8 additional liquor licenses through legislation

Action Information
Required

6. **Items for Immediate Attention:**
 - a. **City Council Action Request – City Council Resolution** in Support of “An Act Establishing Medicare
 for all in Massachusetts.”
 - b. **City Council Action Request – City Council Resolution** in Support of the PROTECT Act

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

8. **Correspondence:**
Emma Reilly, Mental Health and Wellness Coordinator, to provide an update on the Easthampton Coalition for Veterans’ Wellness (ECVW)

9. **Mayor Communications:**

- a. Memo regarding State Rulemaking on Utility Pole Attachments – D.P.U. 26-10/D.T.C. 26-1
- b. Memo regarding State Grant Award - 2026 FIFA World Cup Community Events
- c. Update on Senior Center Building Committee meeting discussion

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)

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)

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)

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)

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)

f. **RULES & GOVERNMENT RELATIONS**

- Mayoral Request to add 8 additional liquor licenses through legislation (3-4-26) (6-2-26)*

City Council Action Requests:

- a. Code of Conduct for Appointed Members of Boards, Committees, and Commissions (9-17-25) (5-15-26)

*Public Hearing April 8, 2026

12. **Old Business/Pending:**

<u>Action Required</u>	<u>Information</u>
----------------------------	--------------------

13. **New Business:**

- | | | |
|--|-------------------------------------|-------------------------------------|
| <p>a. <u>Request from the Dept. of Conservation & Recreation (DCR) for open space land acquisition</u>
 <i>(to be read into the record at the April 8, 2026 City Council meeting)</i></p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>b. <u>City Council Action Request – General Ordinance Amendment</u>
 Amend General Ordinances to include E-Bike Regulations and Use</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>c. <u>City Council Action Request – Creation of a Cannabis Equity Ordinance to facilitate business participation</u></p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>d. <u>City Council Action Request – Adoption of Local Property Tax Exemption Options</u>
 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</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>e. <u>Request to amend Chapter 7, Section 7-18, Exhibit B (Pay Plan)</u> to modify the current wage scale structure <i>(remove first two steps and add two steps at the end)</i></p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>f. <u>Request to amend Chapter 7, Section 7-17, Exhibit A (Classification of Employees)</u> to remove certain positions from the classification plan as they have been incorp. into a collective bargaining unit</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>g. <u>Request for the Creation of a Communications Donation Account</u> for the purchase of interoperable emergency response portable radios for the fire department</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>h. <u>Request for the Creation of a First Responder Wellness Donation Account</u> for the purpose of receiving funds designated for the proposed First Responder Wellness Project</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>i. Mayoral Appointments (4)</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>j. City Council President Appointment of Councilor Jonathan Schmidt to the TNGDI Committee</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>k. Resolution to Declare Surplus and Dispose of 75 Oliver Street, a.k.a. the Town Lodging House</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>l. <u>Supplemental Appropriations:</u></p> | | |
| <p>1.) \$48,000.00 from Free Cash to EMS overtime call backs and personnel paramedic stipends</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>2.) \$79,500.00 from Free Cash to misc. sick leave & vacation buyout, overtime, uniforms and handicapped accessibility for the Public Safety Complex</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>3.) \$500,000.00 from Enterprise Retained Earnings to fund Enterprise Stabilization</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>4.) \$5,000.00 from Free Cash to fund new part-time position in the Tax Collector’s Office for FY26</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>5.) \$29,907.49 from Free Cash to fund equipment necessary to support computer systems</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>6.) \$700,000.00 from Free Cash to fund General Stabilization, Capital Stabilization & Tax Rate Stab.</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>7.) \$364,429.44 from Mt. Tom Trailhead Park Development to Fund 085 Capital Stabilization</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**Action
Required**

Information

Supplemental Appropriations Continued:

- | | | |
|---|-------------------------------------|--------------------------|
| 8.) \$247,901.00 from FY22 Land Grant – Reservation Road to Fund 084 General Stabilization | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9.) \$102,394.01 from Free Cash to Police Sick Leave Incentive, Unused Vacation, Overtime, & Dues | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10.) \$200,000.00 from Enterprise Retained Earnings for water meters and metering equipment | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11.) \$150,000.00 from Enterprise Retained Earnings for FY26 WWTP Concrete Floor Repairs | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12.) \$196,510.00 from 085- Capital Stabilization to FY25 CDBG – Emerald Place Water for
construction restoration work including pavement, sidewalks & landscaping | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13.) \$168,100.00 from Enterprise Retained Earnings for FY26 Maple St. Water & Sewer Replacement | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Community Preservation Act (CPA) Supplemental Appropriation Requests:

- | | | |
|--|-------------------------------------|--------------------------|
| - \$103,250.00 from Fund Balance Reserved for Historic Preservation to Library Annex Design | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - \$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 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |



**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 2nd, 2026

Title of proposal: Easthampton City Council Resolution in Support of
"An Act Establishing Medicare for All in Massachusetts"

Councilor Sponsor(s): Councilors Jamrog-McQuaid, Jadczyk, Smith, and Markee

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):

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 expresses the City Council's support for the state legislation (H.1405/S.860) to establish a universal, single-payer "Medicare for All" system in Massachusetts. This transition would save the City of Easthampton over \$3.5 million annually and reduce healthcare costs for 98% of households in Massachusetts.



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**Easthampton City Council Resolution in Support of
“An Act Establishing Medicare for All in Massachusetts”**

The United States is in the midst of a healthcare crisis, both in regard to affordability and equitable access to preventive and specialty care services. Despite spending the most on healthcare as a percentage of GDP, the U.S. has worse outcomes and life expectancy than peer countries with single-payer healthcare systems, which are much more cost-efficient.¹

In Massachusetts, a recent economic analysis published in January 2026 calculated healthcare expenditures at over \$128 billion annually and found that switching to a single-payer system, as proposed in the statewide legislation *An Act Establishing Medicare for All in Massachusetts*, could eliminate over \$54 billion in unnecessary spending. This would reduce overall healthcare spending by more than 42 percent.²

By eliminating co-pays and premiums and replacing them with a 2.5 percent income tax and a 7.5 percent payroll tax for employers, households earning less than \$500,000 per year would see substantial savings they would otherwise spend on private health care—over 98 percent of Massachusetts households would spend less on health care than they do now.³

These savings would not just benefit households; employers and municipalities would also see significant savings by replacing health insurance costs with a simpler payroll tax. An analysis done by MassCare on the potential savings to municipalities found that the City of Easthampton would save over \$3.5 million annually in healthcare costs.⁴ These funds could be much better spent on sustaining our schools, infrastructure, and other public services.

¹ David Blumenthal et al., *Mirror, Mirror 2024: A Portrait of the Failing U.S. Health System* (Commonwealth Fund, 2024), <https://doi.org/10.26099/TA0G-ZP66>.

² Auden Cote-L'Heureux and Gerald Friedman, *Funding Universal Health Care in the Commonwealth of Massachusetts - Economic Analysis* (MassCare, 2026), <https://masscare.org/wp-content/uploads/2026/02/funding-universal-health-care-report-2026.pdf>.

³ Cote-L'Heureux and Friedman, *Funding Universal Health Care in the Commonwealth of Massachusetts*.

⁴ “Municipal Savings Calculator,” MassCare.Org, January 30, 2026, <https://masscare.org/muni-calc/>.

WHEREAS, equitable access to health care has become one of the biggest political issues of the day and is of great concern to ourselves and our community members; and the United States remains one of the few countries that does not provide universal publicly funded health care; and

WHEREAS, the cost of health care and health insurance is increasing, including out-of-pocket costs such as co-pays and deductibles, and single-payer healthcare systems have proven to be both more cost-effective while producing better outcomes and life expectancy.⁵

WHEREAS, a 2022 study done by the Yale School of Public Health found that in 2020, an estimated 77,675 excess deaths were attributable to lack of adequate healthcare coverage in the U.S. that could have been prevented with a universal single-payer system, without including repercussions from the pandemic;⁶ and

WHEREAS, the same 2022 study estimated that 338,594 preventable COVID deaths were attributable to incomplete insurance coverage in the U.S. between 2020 and 2022;⁷ and

WHEREAS, rising healthcare costs are a burden for employers and employees alike, in particular, the money spent by municipalities to cover healthcare for their employees is a large cost to both the employer and the employees; and

WHEREAS, Massachusetts has been a leader in providing coverage for quality health care for its people; and there is an alternative means of providing health care for all that also offers better coverage, without co-pays or deductibles, and includes medical, dental, and preventive care;

WHEREAS, economic analysis has found that the Commonwealth of Massachusetts could save over \$54 billion and reduce healthcare spending by over 42 percent, and over 98 percent of Massachusetts households would spend less on health care than they do now;

WHEREAS, the City of Easthampton would save over \$3.5 million per year in insurance costs under the “Act Establishing Medicare for All”;⁸ and

⁵ Blumenthal et al., *Mirror, Mirror 2024: A Portrait of the Failing U.S. Health System*

⁶ Galvani et al., (2022). *Universal healthcare as pandemic preparedness: The lives and costs that could have been saved during the COVID-19 pandemic*. <https://doi.org/10.1073/pnas.2200536119>

⁷ Galvani et al., *Universal healthcare as pandemic preparedness*

⁸ MassCare.Org, “Municipal Savings Calculator.”

WHEREAS, these public funds could be better spent by the City to improve the overall quality of life, protect the quality of public services, and increase equity in wages, salaries, and other benefits for city employees; and

NOW, THEREFORE BE IT RESOLVED, that the Easthampton City Council supports the passage of Massachusetts House Bill H.1405 and Massachusetts Senate Bill S.860, “An Act Establishing Medicare for All in Massachusetts”; and

BE IT FURTHER RESOLVED, that a copy of this resolution will be sent to the offices of state representative Homar Gómez, state senator John Velis, as well as the office of Lieutenant Governor Kim Driscoll, and the office of Governor Maura Healey.

Approved on the ____ 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:

Mayor Salem Derby

Date

Executive Summary

Funding Universal Health Care in the Commonwealth of Massachusetts explores the expenses and revenue of the single payer health plan that *An Act Establishing Medicare for All in Massachusetts* (filed in January 2025) would enact, as if it took effect in 2026. This bill would establish the Massachusetts Health Care Trust (hereafter, the Trust) to pay health care costs.

Savings and Costs of Expansion

The net effect of a single payer is to lower health care spending by \$29.87 billion (23% of current spending) in the first year alone with savings increasing each subsequent year, while saving lives, expanding care, reducing practitioner burnout, and promoting the solvency of community hospitals and health centers.

We calculate current annual health care expenditures at \$128.57 billion. Switching to single payer would eliminate \$54.53 billion of unnecessary spending (over 42% of current spending) by reducing burdensome billing expenses, administrative waste in the insurance industry, monopolistic pricing of drugs and medical devices and in hospitals, and fraud.

About half of that savings, \$24.67 billion, would be used to finance health care improvements: expanding coverage to the uninsured, removing barriers to access, and correcting the underpayment of Medicaid and Medicare services.

Eliminating unnecessary spending:	\$54.53 billion
Savings used to improve health care:	-\$24.67 billion
= Savings returned to the economy:	\$29.87 billion

Of the savings used to improve health care, \$11.76 billion will go towards expanding coverage to uninsured individuals and improving the coverage of under-insured individuals. In Massachusetts, only 82.85% of medical expenses are covered by private insurance on average, and privately insured individuals have to pay the rest out of pocket. In contrast, 96% of medical expenses would be paid by insurance under the planned single payer system. The remaining savings used to improve health care primarily goes towards raising Medicare and Medicaid price rates.

The savings returned to the economy is money that would be spent on health care in the current system. In the first year alone, the proposed Act would bring down total health care costs from \$128.57 billion to \$98.70 billion in 2026.

Current health care expenditures:	\$128.57 billion
Savings returned to the economy:	-\$29.87 billion
= Expenditures under a single payer system:	\$98.70 billion, about 23% less than current spending.

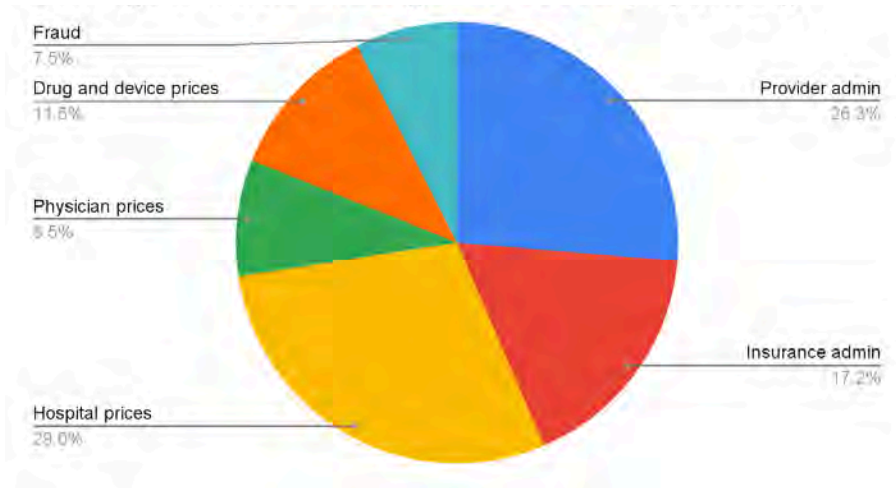


Figure ES1. Savings from eliminating unnecessary spending (\$54.53 billion total) comes from six main sources.

The gross savings comes from six main sources (Figure ES1). The Act will reduce private insurance's administrative costs to current Medicare levels, saving about \$9.40 billion in insurance administration and \$14.35 billion in provider administration, double the amount needed to pay for expanding coverage alone. The Trust will negotiate provider prices. Our methodology assumes the Trust will on average pay 110% of current Medicare rates. Additional savings would result from simplified billing and payment processes, allowing providers to avoid the high administrative burdens associated with private insurance. Though average payment rates would be lower than those currently paid by private insurers, physicians' incomes are expected to increase due to rates above Medicare and Medicaid levels and higher service use, particularly among individuals who are currently uninsured or under-insured.

Lowering hospital prices to Medicare rates plus 10% would save \$15.81 billion dollars in 2026, compelling hospitals to lower inflated managerial salaries and make for-profit hospitals less beholden to shareholders by reducing room for profit making. We also anticipate saving \$4.65 billion by reducing physician prices to Medicare rates plus 10%.

Lower pharmaceutical drug prices would provide another area of savings. A single agency negotiating prices for seven million residents, just like the Veterans Administration, should be able to obtain dramatically lower prices. Bringing drug and medical device prices down by about 45% would save \$6.25 billion.

Revenue

The Massachusetts Health Care Trust would be financed with existing Federal and State revenue (Medicare, Medicaid, and other programs, totaling \$63.09 billion) plus four new taxes that replace and are much lower than current insurance premiums, co-pays, deductibles, and other out-of-pocket payments. This includes the health insurance premiums that are part of

auto, homeowners, other property insurance, and Workers Compensation. Each tax has a \$20,000 exemption.

- Employers will pay 7.5% of payroll (8% if employing 100 or more).
- Employees will pay a 2.5% tax on wages and salaries. Employers could agree to pay this tax without it being income to employees.
- The self-employed will pay 10% of net income.
- Certain non-payroll income (e.g., capital gains, dividends, and interest) will be taxed at 10%.

These health care taxes raise \$46.01 billion. The total amount raised would be \$109.1 billion, more than enough to cover the cost of a single payer health care system. This leaves the Trust with a \$10.4 billion surplus for contingencies in 2026.

This taxation system also leaves everyone earning less than \$500,000 per year able to save a substantial percentage of their yearly income that they would otherwise spend on health care, plus an additional income of about \$5,000 in the first year (and increasing in subsequent years) from added productivity due to better health (resulting from a more streamlined system of care) and macroeconomic feedback effects. While the largest savings would go to working households earning less than \$75,000, over 98% of Massachusetts households would spend less on health care under the Act than they do now.

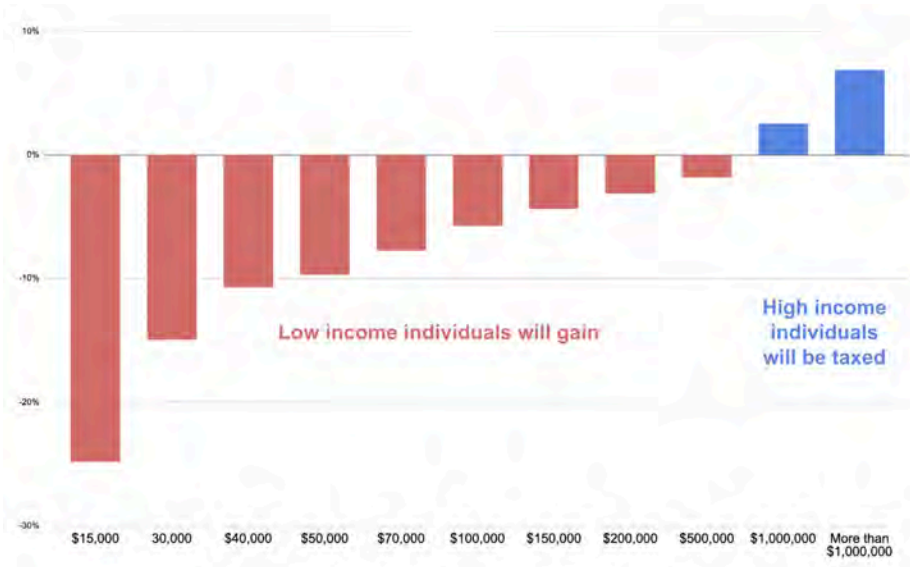


Figure ES2. Amount currently wasted in individual health care spending relative to projected individual health care spending after implementation of single payer. Red bars indicate that low-income individuals currently spend more on health care than what they would spend under single payer, and blue bars indicate that high-income individuals' will spend more on health care than they currently do, due to taxation. The bin labeled "\$30,000" includes only individuals earning between \$15,000 and \$30,000 annually; the bin labeled "\$40,000" includes only individuals earning between \$30,000 and \$40,000, etc.



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Fax #: (413) 529-1417

CITY COUNCIL ACTION REQUEST FORM

Date Submitted: April 2, 2026

Title of proposal: Resolution in Support of the PROTECT Act

Councilor Sponsor(s): Councilors Denham, Jamrog-McQuaid, Newton

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):

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

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

Easthampton City Council Resolution in Support of “An Act Promoting Rule Of Law, Oversight, Trust, And Equal Constitutional Treatment” (The PROTECT Act)



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

**Easthampton City Council Resolution in Support of
“An Act Promoting Rule Of Law, Oversight, Trust, And Equal
Constitutional Treatment” (The PROTECT Act)**

There has been increasing concern about the impact of federal immigration enforcement in our community, and the city has taken some important steps to protect our immigrant community members. Through the passage and recent reaffirmation of the 2019 *Easthampton Welcoming Community Trust Ordinance*, the city has established that our law enforcement and city officials will not cooperate with federal immigration enforcement.¹ The next steps are at the state legislative level to expand protections and ensure accountability for these unlawful actions.

WHEREAS, the current administration has deputized a masked federal police force that has been used to attack immigrant and non-immigrant neighbors in cities across the country and violate residents’ Constitutional rights under the First Amendment, Second Amendment, and Fourth Amendment; and

WHEREAS, the Department of Homeland Security has unleashed Immigration and Customs Enforcement (ICE) agents who have acted with impunity in their attempts to arrest, detain, and intimidate nonviolent immigrants and protesters, leading to high-profile deaths of peaceful demonstrators Renee Good and Alex Pretti in Minneapolis, Minnesota, and resulted in the deaths of numerous detainees; and

WHEREAS, in 2025, there were over 600 arrests at courthouses across the state of Massachusetts; and

WHEREAS, in July 2019, this Council passed the *Welcoming Community Trust Ordinance*, which affirms that Easthampton is a welcoming city and seeks to ensure trust between and

¹ "Easthampton Pledges Safe Space amid Immigration Fears." WWLP 22News, February 9, 2026. <https://www.wwlp.com/news/local-news/hampshire-county/easthampton/easthampton-pledges-safe-space-amid-immigration-fears/>.

among employees, officials, representatives of the City, all residents, and visitors to our City, facilitating dialogue as well as effective law enforcement and public safety.

WHEREAS, On March 25th, 2026 the Massachusetts State House passed H.D. 5316, An Act promoting rule of law, oversight, trust, and equal constitutional treatment, colloquially known as the PROTECT Act, filed by Black and Latino Legislative Caucus (MBLLC), including Easthampton’s Representative Homar Gomez, and also endorsed by immigrants rights and civil rights organizations, such as the MIRA Coalition and the ACLU of Massachusetts; and

WHEREAS, If passed by the Massachusetts State Senate and signed by Governor Maura Healey, the PROTECT Act will: ban federal immigration officers from making civil arrests in state courthouses; require that every person the feds detain be given information on how to hire a lawyer – in their native language; mandate that their attorneys get notified if their client is transferred to another facility; ensure lawyers can speak to their clients by phone at least once a day; bar law enforcement from asking someone about their immigration or citizenship status without an “articulable, case-specific reason” that their status is “directly material” to a criminal offense; prohibit any new 287(g) agreements between ICE and local law enforcement (The only entity in Massachusetts with such an existing agreement is the state’s Department of Correction.); direct the Healey administration to create rules around locations where ICE agents would be prohibited; instruct state Attorney General Andrea Campbell to sue on behalf of residents if she believes federal officials violated the proposed measure; *and*

WHEREAS, it is essential that we support safe access to our courts, restore trust in our local law enforcement agents, and protect the rights of all of our residents, regardless of immigration status; and

WHEREAS, the City of Easthampton requests that the final legislation must: Prevent state and local officers from being deputized as ICE agents by banning 287(g) agreements and ensure police do not provide operational assistance to ICE, including questioning individuals about their immigration status; and

THEREFORE BE IT RESOLVED, that the Easthampton City Council endorses H.D. 5316, the PROTECT Act, and supports swift approval of the bill from the Massachusetts State Senate; and

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

Approved on the ____ 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:

Mayor Salem Derby

Date



Salem Derby
Mayor

mayor@easthamptonma.gov
(413) 529-1400

MEMORANDUM

April 2, 2026

To: Council President Denham
From: Mayor Salem Derby

Re: State Rulemaking on Utility Pole Attachments – D.P.U. 26-10/D.T.C. 26-1

The City recently received notice from the Massachusetts Department of Public Utilities (DPU) and the Department of Telecommunications and Cable (DTC) regarding a joint rulemaking to update state regulations governing utility pole attachments (220 CMR 45.00).

The state agencies are proposing the most significant update to these regulations in over 40 years. The changes are aimed at streamlining how telecommunications, broadband, and cable television providers access utility poles, ducts, conduits, and public rights-of-way. Key updates include clearer timelines for pole attachment applications, improved coordination with local governments, and new procedures for removing double poles.

The proposed changes are expected to have a limited impact on local governments. However, municipalities that own and operate utility poles (Municipal Lighting Plants) may need to update internal processes to respond to attachment requests from broadband and telecom providers.

Upcoming Deadlines:

Virtual Public Hearing: Wednesday, May 27, 2026, at 2:00 p.m. via Zoom
Initial Written Comments Due: Tuesday, May 12, 2026
Reply Comments Due: Thursday, June 11, 2026

Council members wishing to submit comments may do so by emailing dpu.efiling@mass.gov and dtc.efiling@mass.gov.

Respectfully submitted,

Salem Derby
Salem Derby, Mayor



COMMONWEALTH OF MASSACHUSETTS

Department of Telecommunications and Cable

1 Federal Street, Suite 0740, Boston, MA 02110
(617) 305-3580
www.mass.gov/dtc

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

RECEIVED

MAR 30 2026

Office of the Mayor
Easthampton, MA

ERIC PALEY
SECRETARY
ECONOMIC DEVELOPMENT

LAYLA R. D'EMILIA
UNDERSECRETARY

KAREN CHARLES
COMMISSIONER

March 6, 2026

VIA ELECTRONIC MAIL ONLY

Chris Kluchman
Undersecretary of Livable Communities
Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
EOHLCExec145Notice@mass.gov

David Koffman, Senior Executive
and Legislative Director
Massachusetts Municipal Association
3 Center Plaza, Suite 610
Boston, MA 02108
dkoffman@mma.org

RE: Joint Rulemaking of the Department of Public Utilities and the Department of Telecommunications and Cable, D.P.U. 26-10/D.T.C. 26-1

Dear Undersecretary Kluchman and Mr. Koffman:

In accordance with Executive Order No. 145, we hereby submit notice to the Local Government Advisory Committee (“LGAC”) that the Department of Public Utilities (“DPU”) and the Department of Telecommunications and Cable (“DTC”) (together, “Departments” or “agencies”) have initiated a joint rulemaking proceeding to amend 220 CMR 45.00: Pole Attachment, Duct, Conduit and Right-of-Way Complaint and Enforcement Procedures.¹ The Departments have docketed this rulemaking as D.P.U. 26-10/D.T.C. 26-1 and will publish public notice of the joint proceeding in the Boston Globe or the Herald, as well as in the Massachusetts Register, on **Friday, March 27, 2026**. Notice of the joint proceeding, copies of the proposed amendments to 220 CMR 45.00, the Order Opening Rulemaking, and other documents in this proceeding will be posted to each agency’s website.² Several of these documents are included as attachments to the e-mail through which this letter is being provided to you.

¹ The Departments share jurisdiction over the administration and enforcement of 220 CMR 45.00 et seq. as informed by an MOA between the agencies.

² These materials will be posted to the DPU’s online File Room at <https://eeaonline.eea.state.ma.us/dpu/fileroom/#/dashboard> (enter “26-10”) and to the DTC’s online File Room at <https://services.oca.mass.gov/dtc/frmReleasedCalendar.aspx> (enter “26-1”).

The Departments will conduct a virtual public hearing at **2:00 p.m. on Wednesday, May 27, 2026**, to receive comment on the proposed amendments to 220 CMR 45.00. The Departments will conduct the public hearing using the Zoom videoconferencing platform. Participants may join by using this link, <https://us06web.zoom.us/j/81418706323>, from a computer, tablet, or smart device. For audio-only participation, attendees can dial-in at **(646) 931-3860** (not a toll-free number) and then enter the **Webinar ID: 814 1870 6323**.

In addition, written initial comments on the proposed amendments may be submitted to the Departments on or before **Tuesday, May 12, 2026**, and written reply comments may be submitted on or before **Thursday, June 11, 2026**. Such comments must be e-mailed to dpu.efiling@mass.gov, dte.efiling@mass.gov, and to each agency's assigned Hearing Officers to the matter, Kerri DeYoung Phillips (kerri.phillips@mass.gov) and Scott Seigal (scott.seigal@mass.gov) for the DPU, and William Bendetson (william.bendetson@mass.gov) and Kevin Roberts (kevin.roberts@mass.gov) for the DTC.

The current version of 220 CMR 45.00 provides complaint and enforcement procedures to ensure that telecommunications carriers and cable television providers have nondiscriminatory access to poles, ducts, conduits, and rights-of-ways that are owned or controlled, in whole or in part, by one or more utilities, with rates, terms and conditions for access that are just and reasonable. Over 90 percent of utility poles located on public rights-of-way in the Commonwealth, at least 1.25 million, are jointly owned by an electric provider (*i.e.*, electric distribution companies such as Eversource, National Grid, and Unitil, as well as municipal lighting plants ("MLPs") that provide electricity) and a telephone provider (*i.e.*, Verizon).

In consideration of increased broadband, telecommunications, and clean energy deployment activities in the Commonwealth and recent revisions to pole attachment requirements nationwide, the proposed amendments to 220 CMR 45.00 would expand the requirements of the regulations to provide specific guidance on attachment timelines and practices and procedures applicable to utility pole owners and to telecommunications, broadband, and cable television ("CATV") attachers, as well as to identify limited obligations applicable to all attachers to a utility's poles. The proposed changes are informed by similar requirements familiar to affected parties and otherwise implemented at the federal level and in other states.

The new regulations are intended to provide telecommunications, broadband, and CATV attachers and utility pole owners more consistent, predictable construction timelines and estimated costs yet ensure the continued safety and engineering control of services provided by utility pole owners. The proposed changes also would identify baseline requirements applicable to all attachers, including municipalities, that would facilitate the removal of double poles throughout the state, and would facilitate and require additional communications with municipal authorities in specific circumstances. Finally, the proposed changes would streamline the procedural requirements of existing complaint procedures under the regulations.

The proposed amendments to 220 CMR 45.00 should have limited impact on local governments. MLPs may be impacted to the extent they own and control utility poles, in that they will need to refine and update their internal processes to respond to pole attachment requests by telecommunications, broadband, and cable television providers. At the same time, municipalities and MLPs will benefit from improved coordination and communications from these providers and other utility pole owners.

Should you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

/s/ William Bendetson

/s/ Kevin Roberts

William Bendetson, Esq.

Kevin Roberts, Esq.

Hearing Officers

Department of Telecommunications and Cable

1 Federal Street

Boston, MA 02110

William.Bendetson@mass.gov

Kevin.Roberts@mass.gov

/s/ Kerri DeYoung Phillips

/s/ Scott Seigal

Kerri DeYoung Phillips, Esq.

Senior Counsel and Hearing Officer

Scott Seigal, Esq.

Hearing Officer

Department of Public Utilities

One South Station, 3rd Floor

Boston, MA 02110

Kerri.Phillips@mass.gov

Scott.Seigal@mass.gov

Enclosures (by e-mail)

cc (by e-mail): Peter Ray, Secretary, DPU (dpu.efiling@mass.gov)

Ursula Estremera, Secretary, DTC (dtc.efiling@mass.gov)

D.P.U. 26-10/D.T.C. 26-1. Distribution List



RECEIVED

MAR 30 2026

Office of the Mayor
Easthampton, MA

The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

NOTICE OF PUBLIC HEARING AND REQUEST FOR COMMENTS

D.P.U. 26-10/D.T.C. 26-1

March 6, 2026

Joint Investigation by the Department of Public Utilities and the Department of Telecommunications and Cable on their own motion instituting a rulemaking pursuant to G.L. c. 30A, § 2, 220 CMR 2.00, and 207 CMR 2.00, to amend 220 CMR 45.00: Pole Attachment, Duct, Conduit, and Right-of-Way Complaint and Enforcement Procedures.

D.P.U. 25-10/D.T.C. 25-1

Joint Notice of Inquiry by the Department of Public Utilities and the Department of Telecommunications and Cable on their own Motion to explore utility pole attachment, conduit access, double pole, and related considerations applicable to utility work conducted on public rights-of-way in the Commonwealth.

On March 6, 2026, through the joint issuance of an Order, the Department of Public Utilities (“DPU”) and the Department of Telecommunications and Cable (“DTC”) (together, “Departments” or “agencies”) jointly opened a rulemaking, docketed as D.P.U. 26-10/D.T.C. 26-1, seeking comment on proposed revisions to our shared regulations, 220 CMR 45.00: Pole Attachment, Duct, Conduit and Right-of-Way Complaint and Enforcement Procedures. The Departments open the rulemaking on our own motion pursuant to 47 U.S.C. § 224(c); G.L. c. 164, § 34B; G.L. c. 166, § 25A; 207 CMR 2.00; 220 CMR 2.02; and the current Memorandum of Agreement (“MOA”) originally entered into by the agencies in 2008 to facilitate our shared jurisdiction over double poles, as well as over utility pole and conduit access and enforcement matters. Through the Order and our pending joint inquiry proceeding opened last year, D.P.U. 25-10/D.T.C. 25-1, the agencies also seek further comment in on: (1) a draft Amended and Restated MOA to be entered into by the agencies; and (2) potential, non-binding alternative dispute resolution (“ADR”) provisions that can be implemented by the Departments.

The Departments will conduct a virtual public hearing on our proposals on **Wednesday, May 27, 2026**. The Departments will also accept written comments on our proposals, establishing a **Tuesday, May 12, 2026**, deadline for initial comments, and a **Thursday, June 11, 2026**, deadline for reply comments. Additional details about the public hearing and for submitting comments are provided as part of this Notice further below.

For the rulemaking, the Departments seek comment on our proposed revisions to 220 CMR 45.00 et seq., as well as, in limited instances, on potential alternative language for use

in the final regulations. The Departments' proposed amendments would constitute the most substantive revision to these regulations in more than 40 years, which at this time consist primarily of the agencies' procedural rules applicable to resolving complaints by both telecommunications and cable television ("CATV") providers seeking access to utility poles, conduit, and ducts on public rights-of-way ("ROWs") in the Commonwealth of Massachusetts. In implementing and enforcing these regulations, federal and state law requires the Departments to consider both the interests of telecommunications and CATV service subscribers and of utility service customers. 47 U.S.C. § 224(c)(2)(B); G.L. c. 166, § 25A.

The proposed revisions would broaden the scope of 220 CMR 45.00 et seq. to:

- (1) implement comprehensive state-wide terms and conditions for telecommunications, advanced telecommunications, broadband, and CATV providers, to apply for and access utility poles;
- (2) establish additional requirements and obligations for all utility pole owners, including, among others: (a) municipal lighting plants ("MLPs"); (b) the Commonwealth's investor-owned electric distribution companies, NSTAR Electric Company d/b/a Eversource Energy, Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid, and Fitchburg Gas and Electric Light Company d/b/a Unitil; and (c) telephone companies, including Verizon New England, Inc. d/b/a Verizon Massachusetts;
- (3) establish express requirements and obligations for all utility pole attachers, including existing attachment licensees, such as municipalities and other municipal entities, MLPs, and all telecommunications, advanced telecommunications, broadband, and CATV providers;
- (4) streamline and clarify the existing procedural requirements applicable to utility poles and conduit and duct access disputes, including in relation to joint adjudications to be conducted by the agencies; and
- (5) expand the procedural requirements to expressly allow utility pole owners to file complaints against attachers.

Of the proposed revisions listed above, the most substantive ones involve the addition of requirements for utility pole attachment applications and new processes for licensees to access utility poles, including: (1) timelines and make-ready requirements that vary based on an application's size, *i.e.*, the number of poles identified in a pole attachment application submitted to a utility pole owner; (2) permissible deviations from make-ready timelines by utility pole owners and licensees in specific circumstances; (3) provisions to allow utility pole licensees to engage in self-help and one-touch make-ready ("OTMR") work in specific circumstances and to mandate the creation of approved contractor lists by utility poles owners for (a) surveys; and (b) make-ready work conducted in the communications space of utility poles; (4) improved communications and coordination with appropriate government authorities, *i.e.*, state and local government authorities and officials that manage, authorize, and/or license work conducted on public ROWs, as well as with existing attachers on utility poles; and (5) annual reporting requirements by utility pole owners.

The agencies' proposed revisions to 220 CMR 45.00 et seq. are informed by Massachusetts-specific considerations coupled with utility pole attachment regulations and recent activities applicable in other states, including regulations implemented by the Federal Communications Commission, 47 C.F.R. §§ 1.1401 through 1.1416, to facilitate additional

(5:00 p.m.) on **Tuesday, May 12, 2026**, to be most useful. Following the public hearing, written reply comments will be welcome by no later than close of business (5:00 p.m.) on **Thursday, June 11, 2026**. All written comments should be submitted in electronic format by e-mail attachment to the Departments through the following distribution list: dpu.efiling@mass.gov, dte.efiling@mass.gov, kerri.phillips@mass.gov, scott.seigal@mass.gov, william.bendetson@mass.gov, and kevin.roberts@mass.gov. The text of the e-mail must specify: (1) the docket numbers of the proceeding (D.P.U. 26-10/D.T.C. 26-1, D.P.U. 25-10/D.T.C. 25-1); (2) the name of the person, entity, or company submitting the filing; and (3) a brief descriptive title of the document. The e-mail must also include the name, title, e-mail, and telephone number of a person to contact in the event of questions about the filing. The electronic attachment file name should identify the document but should not exceed 50 characters in length.

All documents submitted in electronic format will be posted on each agency's website as soon as practicable. The DPU will post docket materials on its website at <https://eeaonline.eea.state.ma.us/dpu/fileroom/#/dockets> (enter "26-10"), and the DTC will post docket materials on its website at <https://services.oca.mass.gov/dte/frmReleasedCalendar.aspx> (enter "26-1"). Please note that in the interest of transparency, any comments will be posted to each agency's website as received and without redacting personal information, such as addresses, telephone numbers, or e-mail addresses. As such, consider the extent of information you wish to share when submitting comments. The Department strongly encourages comments from members of the public to be submitted by e-mail. If, however, a member of the public is unable to send written comments by e-mail, a paper copy may be sent to Peter A. Ray, Secretary, DPU, One South Station, 3rd Floor, Boston, Massachusetts, 02110, and to Ursula Estremera, Secretary, DTC, 1 Federal Street, Suite 0740, Boston, Massachusetts, 02110.

Reasonable accommodations for people with disabilities (e.g., Braille, large print, electronic files, audio format) are available upon request. To request an accommodation, please contact the DPU's ADA coordinator at eeadiversity@mass.gov or (617) 626-1282. In your communication, state the accommodation you need and why you need the accommodation. Provide contact information in case the coordinator needs more information. Provide your request as soon as possible. The coordinator will consider but may not be able to fulfill late requests.

For further information regarding this Notice, please contact Kerri DeYoung Phillips and Scott Seigal, Hearing Officers, DPU, via e-mail at kerri.phillips@mass.gov and scott.seigal@mass.gov, as well as William Bendetson and Kevin Roberts, Hearing Officers, DTC, via e-mail at william.bendetson@mass.gov and kevin.roberts@mass.gov.

broadband and advanced telecommunications deployment. The agencies' proposals are also informed by the extensive comments, data, and input received by the Departments from a broad array of interested stakeholders during our joint inquiry proceeding. See generally Joint Inquiry by the Department of Public Utilities and the Department of Telecommunications and Cable on their own Motion to explore utility pole attachment, conduit access, double pole, and related considerations applicable to utility work conducted on public rights-of-way in the Commonwealth, D.P.U. 25-10/D.T.C. 25-1. These comments and information are posted on the DPU's website at <https://eeaonline.eea.state.ma.us/dpu/fileroom/#/dockets> (enter "25-10") and on the DTC's website at <https://services.oca.mass.gov/dtc/frmReleasedCalendar.aspx> (enter "25-1").

For the pending inquiry proceeding, building from comments and input received by the agencies in that matter, the Departments seek comment on a draft Amended and Restated MOA. The draft Amended and Restated MOA identifies new instructions and agency action in relation to the joint adjudication of any future formal attachment or access complaints to be filed by entities pursuant to 220 CMR 45.00. The Departments also seek further comment on potential informal and non-binding ADR provisions that may be incorporated into a future revised MOA between the agencies. The agencies' goal is to implement an ADR mechanism that would allow interested stakeholders the opportunity to resolve disputes with non-binding agency guidance before any formal complaint would be filed under 220 CMR 45.00. The Departments envision that any ADR mechanism adopted by the agencies would supplement parties' due process rights applicable under G.L. c. 30A.

Additional details and questions for comment relating to these matters are explained in the Order issued on March 6, 2026, in these matters. A copy of the Order, proposed regulations, and draft Amended and Rested MOA, will be posted to the DPU's website at <https://eeaonline.eea.state.ma.us/dpu/fileroom/#/dockets> (enter "26-10") and to the DTC's website at <https://services.oca.mass.gov/dtc/frmReleasedCalendar.aspx> (enter "26-1").

To provide an opportunity for comment on the proposed regulations, the Departments will jointly conduct a public hearing pursuant to G.L. c. 30A, § 2, 220 CMR 2.05, and 207 CMR 2.01. The Departments will conduct the hearing using the Zoom videoconferencing platform on **Wednesday, May 27, 2026, at 2:00 p.m.** Attendees may join by entering this link, <https://us06web.zoom.us/j/81418706323>, from a computer, tablet, or smart device. For audio-only participation, attendees can dial-in at **(646) 931-3860** (not a toll-free number) and then enter the **Webinar ID: 814 1870 6323**. Due to the interplay of certain of the proposed regulations and the agencies' MOA in relation to joint adjudications to be conducted by the Departments going forward, the Departments will also accept public comments at the hearing on the terms of our proposed draft Amended and Restated MOA provided as Attachment E to the Order issued on March 6, 2026, these matters.

The Departments will also accept written comments on the proposed regulations, Draft Amended and Restated MOA, and possible ADR mechanisms. Interested stakeholders and other members of the public should submit initial written comments by no later than close of business



Salem Derby
Mayor

mayor@easthamptonma.gov
(413) 529-1400

MEMORANDUM

April 2, 2026

To: Council President Denham
From: Mayor Salem Derby

Re: State Grant Award: 2026 FIFA World Cup Community Events

The City of Easthampton has been selected as one of 25 communities statewide to receive funding through Governor Healey's \$10 million Sports and Entertainment Events Fund Grant Program in support of the 2026 FIFA World Cup.

About the Grant Program

Administered by the Massachusetts Office of Travel and Tourism (MOTT), the program provides funding for operations, marketing, and safety planning for World Cup-related community events. The program was authorized through the FY2025 Supplemental Budget and is designed to promote tourism and support local economies across the Commonwealth.

Easthampton's Award

Easthampton was awarded a \$100,000 grant to support the Millside Park Watch Party & USA250 Festival, with events expected to take place during the World Cup window of June and July 2026. Massachusetts will host seven matches between June 13 and July 9, 2026.

Why It Matters

This grant represents an opportunity to draw visitors to Easthampton, support local businesses, and engage residents in a significant global event. The City joins 16 other grant recipients, including Boston, Worcester, Cambridge, and Brockton, in hosting community celebrations tied to the World Cup.

Respectfully submitted,

Salem Derby
Salem Derby, Mayor



OFFERED BY **Governor Maura Healey and Lt. Governor Kim Driscoll** Office of Travel and Tourism

PRESS RELEASE

Governor Healey Awards \$10 Million to Support World Cup-Related Events Across Massachusetts

Awards will support celebrations and community watch party events in 25 communities statewide

FOR IMMEDIATE RELEASE:

3/23/2026

Governor Maura Healey and Lt. Governor Kim Driscoll

Office of Travel and Tourism

Executive Office of Economic Development

MEDIA CONTACT

Jacqueline Manning, Press Secretary

Phone

(617) 725-4025

Online

jacqui.manning@mass.gov

BOSTON — The Healey-Driscoll Administration today announced \$10 million in grants to 17 recipients through the Sports and Entertainment Events Fund Grant Program to support fan celebrations and community watch party events across Massachusetts celebrating the 2026 FIFA World Cup.

Administered by the Massachusetts Office of Travel and Tourism (MOTT) within the Executive Office of Economic Development (EOED), the program provides funding for operations, marketing and safety planning for World Cup-related events that promote tourism and support local economies across Massachusetts. The awards will fund programming in 25 communities, with events taking place throughout June and July.

“The World Cup will bring people from across the globe to Massachusetts, and we want very resident across our state to be part of that moment,” said **Governor Maura Healey**. “These events will create opportunities for residents and visitors to come together, celebrate the world’s game, support our local businesses and experience the energy and connection that sports can inspire. By investing in community celebrations across Massachusetts, we’re making sure this global event delivers for people in every region.”

“Great events are built through strong partnerships,” said **Lieutenant Governor Kim Driscoll**. “From municipalities and tourism partners to nonprofit organizations and local organizers, collaboration is what makes moments like this possible. These grants will bring people together and make this global moment even more special for residents and visitors alike.”

Massachusetts will host seven matches during the 2026 World Cup between June 13 and July 9, 2026. These matches are expected to bring visitors from around the world, creating opportunities for communities statewide to participate in the celebration through locally organized events and festivals.

“Events like these create real economic opportunity for communities across Massachusetts,” said **Economic Development Secretary Eric Paley**. “When residents and visitors gather for watch parties and festivals, they support local restaurants, hotels, shops, and small businesses while helping showcase the unique character of cities and towns across the state. These investments help

communities participate in the excitement of the World Cup while strengthening local and regional economies.”

“These community celebrations will become an important part of the visitor experience during this global moment,” said **Kate Fox, Executive Director of the Massachusetts Office of Travel and Tourism**. “Through these grants, celebrations are being made possible in communities across the Commonwealth, giving visitors and residents alike new opportunities to gather, explore, and connect with local destinations. We hope these experiences encourage people to spend a little extra time discovering the people, places, and stories that make Massachusetts special and enjoy a little ‘extra time’ in Massachusetts.”

The Sports and Entertainment Events Fund Grant Program was authorized through the Fiscal Year 2025 Supplemental Budget, which allocated \$10 million to support costs associated with the 2026 FIFA World Cup, including public safety, transportation, and celebrations.

Grant recipients include:

Awardee	Locations	Event Name
Boston Soccer 2026	Boston and Foxborough	FWC26 Boston Host City Authority events delivery
City of Boston	Boston	City of Boston Celebration & Neighborhood Activation Proposal
City of Brockton	Brockton	City of Champions Fan Zone
City of Cambridge	Cambridge	Cambridge United - Where the World Comes Together
City of Chelsea	Chelsea	Fiesta Fútbol '26 Chelsea
City of Easthampton	Easthampton	Millside Park Watch Party & USA250 Festival

Awardee	Locations	Event Name
City of Everett	Everett	Everett Community Watch Party
City of Greenfield	Greenfield	Greenfield Watch Party
City of Worcester	Worcester	Worcester Watch Parties
Massachusetts Youth Soccer Association	Barnstable, Brockton, Fall River, Fitchburg, Lawrence, Leominster, New Bedford, Northampton, Pittsfield, and Worcester	2026 Mass Youth Soccer Festivals
Meet Boston	Boston	FWC26 Boston Event Production Costs
MetroWest Tourism and Visitors Bureau	Franklin and Marlborough	MetroWest Regional Fan Zone
Revolutionary Valley Regional Tourism Council and the Latinx Center of Lowell	Lowell	The Lowell Watch Party Series
Town of Burlington	Burlington	Gather on the Pitch: Community Watch Party 2026
Town of Lexington	Lexington	Lexington Watch Party
Town of Weymouth	Weymouth	Weymouth Watch Party
U.S. Haitian Chamber of Commerce	Boston, Canton, Everett, and Randolph	Massachusetts Haitian Community Multi-Game Watch Party Series

To learn more about the Sports and Entertainment Fund Grant program, visit [mass.gov \(/info-details/massachusetts-office-of-travel-and-tourism-grants\)](https://mass.gov/info-details/massachusetts-office-of-travel-and-tourism-grants). To learn more about Boston's World Cup events, visit [bostonfwc26.com \(https://bostonfwc26.com/\)](https://bostonfwc26.com/).

The Massachusetts Office of Travel and Tourism

Massachusetts is made for nights on the town, days on the trails, and everything in between. The mission of the Massachusetts Office of Travel and Tourism (MOTT) is to promote Massachusetts as a four-season leisure and business travel destination for domestic and international travelers and contribute to the state's economic growth. MOTT offers assistance with itinerary planning, familiarization trips, images, and photographs and offers support in providing information to the travel trade, press, and media. To plan your trip to Massachusetts, please go to visitma.com.

###

Media Contact

Jacqueline Manning, Press Secretary

Phone

(617) 725-4025

Online

jacqui.manning@mass.gov

Abigail Phillips, Director of Communications

Phone



The Commonwealth of Massachusetts
Department of Conservation and Recreation

State Transportation Building | 10 Park Plaza | Suite 6620 | Boston, MA 02116
www.Mass.gov/DCR | **Tel:** (617) 626-1250

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Nicole LaChapelle
Commissioner

Easthampton City Council
50 Payson Avenue
Easthampton, MA 01027

RE: DCR Notice of Proposed Land Acquisition, 301 CMR 51.07(2), P-001096

Dear Members of the Easthampton City Council,

The Commonwealth of Massachusetts, acting through its Department of Conservation and Recreation (DCR) has under consideration the acquisition of an interest in approximately 13 acres of land, or other property interest therein, in the City of Easthampton. The property is currently an undeveloped woodlot. The proposed use for the property will be protected open space. Attached is a locus map marked "Exhibit A" which shows the property in which DCR is interested.

The applicable regulations require the disclosure of the Commonwealth's reasons for the proposed land acquisition at a public hearing held in the city or town in which such real property is located. To comply with this requirement, we ask that the City Council announce that the Commonwealth is considering this acquisition for the above-stated purposes at its next regularly scheduled meeting. The City Council does not need to take any formal action on its part. Please document the announcement in the City Council's meeting minutes and return the statement in the box below filled out appropriately:

Certificate of Announcement pursuant to 301 CMR 51.07(2)
DCR #P-001096, City of Easthampton

I, _____, Clerk of the City of Easthampton, Massachusetts, do hereby certify that
on, _____ 2026, it was announced at a public meeting of the City Council that:

The Department of Conservation and Recreation may acquire an interest in a parcel of land located in Easthampton as shown on the attached locus map marked as "Exhibit A" for conservation and/or recreation purposes.

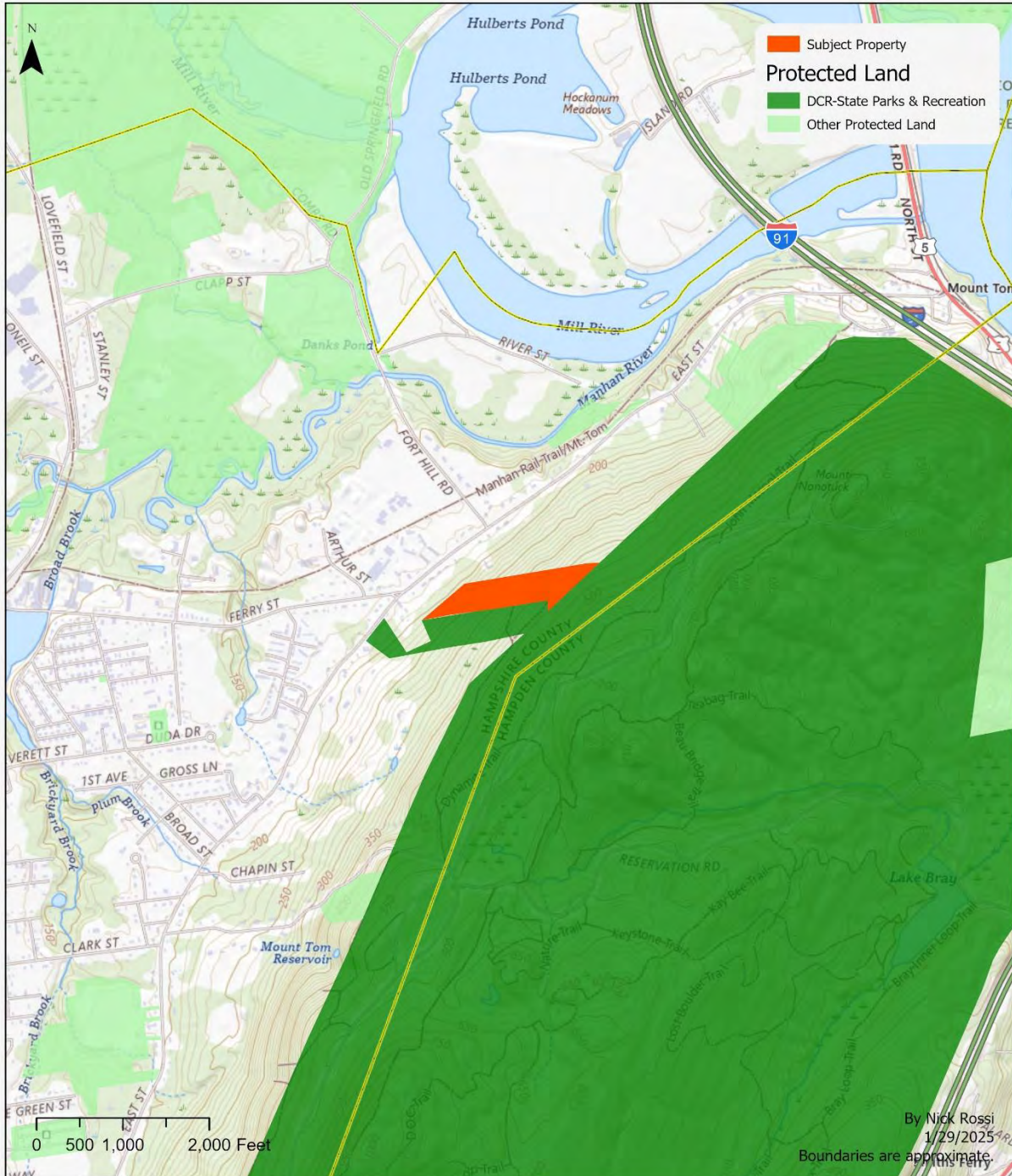
Thank you for your time regarding this matter, and you are welcome to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Rossi". The signature is fluid and cursive, with a prominent initial "N" and a long, sweeping tail.

Nick Rossi
Land Protection Specialist
MA Dept. of Conservation and Recreation
136 Damon Road
Northampton, MA 01060

Exhibit A





**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
Fax #: (413) 529-1417

CITY COUNCIL ACTION REQUEST FORM

Date Submitted: April 2, 2026
Title of proposal: E-Bike Ordinance
Councilor Sponsor(s): Councilor 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):

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

Please attach any additional information – resolution, etc.): _____
Amend General Ordinances to include E-Bike Regulations and Use

ORDINANCE AUTHORIZING THE CITY OF EASTHAMPTON TO REGULATE USE AND ACCESS OF EBIKES WITHIN THE CITY

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

Section 1- Purpose

Notwithstanding any general or special law to the contrary, the City of Easthampton shall be authorized to regulate the use and operation of electric bicycles within the City of Easthampton, including but not limited to Section 2 below, provided however that the City of Easthampton shall comply with the Americans with Disabilities Act and Chapter 151B of the Massachusetts General Laws.

For the purposes of this Special Act, electric bicycles shall be defined and classified as follows:

Electric bicycle - a bicycle or tricycle equipped with fully operable pedals and an electric motor of 750 watts or less that meets the requirements of a Class 1 electric bicycle or a class 2 electric bicycle as defined in M.G.L. c.90 §1.

Class 1 electric bicycle - is an electric bicycle or tricycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour as defined in M.G.L. c.90 §1.

Class 2 electric bicycle - an electric bicycle or tricycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour as defined in M.G.L. c.90 §1.

Class 3 electric bicycle- an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour.

This definition shall not include electric scooters which are already regulated pursuant to M.G.L. Chapter 90 §1E.

Section 2 - Rules

To operate an electric bicycle in the City of Easthampton, the following rules must be followed:

- a. No person shall operate an electric bicycle unless it has been registered with the Easthampton Police Department. A registration number shall be displayed on the electric bicycle. by means of a decal or sticker that is clearly visible and not obstructed. The registration number displayed shall be not less than 3 inches in height and not less than ½ inch in width and shall be in a color that is in marked and distinct contrast to the

background to which the number is applied. The registration number shall be maintained in a legible condition at all times.

- b. Application for registration of an electric bicycle shall be made by the owner to the Easthampton Police Department on such forms as the department shall prescribe and shall state the name and address of the owner of the electric bicycle. No person shall knowingly make a false statement in an application for registration of an electric bicycle.
- c. The fee for initial registration of an electric bicycle and for each renewal thereof, other than electric bicycles for which application is made by a manufacturer or dealer as hereinafter provided, shall be determined annually by the Select Board.
- d. No one under the age of 16 ½ shall be permitted to operate an electric bicycle in the City of Easthampton. An operator of an electric bicycle must be either of the following:
 - I. 18 years of age OR
 - II. at least 16 ½ years of age or older and possess a valid license
- e. Electric bicycles shall only be permitted to be operated on public and private roads, in parking lots and in designated bike lanes. Electric bicycles are prohibited from bike paths, paved trails, natural surface trails, sidewalks and beaches.
- f. All electric bicycle riders and passengers wear a helmet at all times. Such helmet shall fit the person's head and be secured by straps at all times while operating the electric bicycle.
- g. When the operator of an electric bicycle is within ten feet of a pedestrian or other cyclist, the electric bicycle rider shall reduce speed and pass with caution and not in excess of 5 m.p.h. more than the pedestrian.
- h. Before overtaking a pedestrian or cyclist from behind, the operator of an electric bicycle shall signal their presence by voice, bell, or bike horn to alert the pedestrian or cyclist.

Section 3 - Enforcement

In addition to any other enforcement or penalty allowed under state law or City ordinance, including but not limited to impoundment of the electric bicycle, a violation of this Act may be enforced by any police officer, via noncriminal disposition, in accordance with M.G.L. c.40, section 21D and shall be punishable by a fine of \$100 for a first offense, \$200 for a second offense, and \$300 for a third or subsequent offense.

Section 4 - Fines

- a. Whoever operates an electric bicycle recklessly or negligently so that the lives or safety of the public might be endangered shall be punished by a fine of not less than \$250 nor more than \$1,000.
- b. Whoever operates an electric bicycle and, without stopping and making known their name, address and the registration number of their an electric bicycle, leaves the scene

after knowingly colliding with or otherwise causing injury to another electric bicycle or property shall be punished by a fine of not less than \$250 nor more than \$1,000; provided, however, that the damage to property shall be greater than \$500.

- c. Whoever operates an electric bicycle and, without stopping and making known their name, address and the registration number of their electric bicycle, leaves the scene after knowingly colliding with or otherwise causing bodily injury to another shall be punished by a fine of not less than \$500 nor more than \$1,000.
- d. Whoever operates an electric bicycle recklessly or negligently so that the lives or safety of the public might be endangered and, by such operation, causes serious bodily injury, shall be punished by a fine of not less than \$300 nor more than \$5,000.

Section 5 Severability

The provisions of this law are severable, and if any clause, sentence, paragraph, or section of this chapter or an application thereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, or section adjudged invalid.

Section 6 - Exemption

This law shall not apply to any law enforcement officer acting in the discharge of their duties.

Section 7 – Effective Date

This act shall take effect upon its passage.



Massachusetts Chiefs of Police Association

Legal Advisory

Legal Guidance for Massachusetts Chiefs of Police

Electric Bicycles (E-Bikes) in Massachusetts

As e-bike use continues to rise across the Commonwealth, many chiefs have reported increased inquiries from local officials and residents seeking guidance. This advisory provides an updated summary of the legal status of electric bicycles in Massachusetts, including classification, operational rules, and the scope of municipal authority.

Statutory Framework

Massachusetts formally adopted a legal framework for e-bikes through the 2022 Transportation Bond Bill, which became effective on November 8, 2022. Core provisions appear in:

- ➔ G.L. c. 90, §§ 1, 1B, 1C
- ➔ G.L. c. 85, §§ 11B, 11B1/2, and 11B3/4

This law defines two classes of e-bikes and sets forth statewide rules for use, safety, and local regulation.

E-Bike Classifications Under Massachusetts Law

Massachusetts recognizes the following classifications:

- ➔ **Class 1:** A low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and ceases to provide assistance when the bicycle reaches 20 miles per hour.

- ➔ **Class 2:** A low-speed electric bicycle equipped with a throttle-actuated motor that can propel the bicycle without pedaling, but ceases to provide assistance at 20 miles per hour.

The law does not define Class 3 e-bikes, a term commonly used in other jurisdictions and the bicycle industry to refer to pedal-assist e-bikes that operate up to 28 mph with a speedometer. Because Massachusetts does not codify Class 3, any e-bike exceeding the power or speed thresholds of Class 1 or 2 may instead be considered a “motorized bicycle” under G.L. c. 90, § 1, subject to registration, license, and helmet requirements.

Licensing, Registration, and Helmet Requirements

E-Bike Type	License Required?	Registration?	Helmet Required?
Class 1 or 2 (≤ 20 mph)	No	No	Under age 17 only ¹
Exceeds Class 1 or 2 limits	Yes (motorized bike)	Yes	Yes (all riders) ²

¹ Under G.L. c. 85, § 11B1/2

² Under G.L. c. 90, § 1B

Where E-Bikes May Be Operated

Under G.L. c. 85, § 11B3/4, Class 1 and 2 e-bikes are treated the same as pedal-powered bicycles and are legally permitted to operate:

- ➔ On public roadways
- ➔ In designated bike lanes
- ➔ On shared-use or multi-use paved trails, unless restricted by local regulation

E-bike operation is prohibited:

- ➔ On sidewalks, unless expressly permitted by local ordinance (G.L. c. 85, § 11B)
- ➔ On natural-surface or mountain bike trails, unless signage or local rules allow it

Municipal Authority to Restrict E-Bike Use

Under G.L. c. 85, § 11B3/4:

(b) Except as otherwise provided in this section, an electric bicycle or an operator of an electric bicycle shall be afforded all of the rights and privileges, and shall be subject to all of the duties, of the operator of a bicycle or duties related to a bicycle set forth in sections 11B and 11B1/2, any general or special law, regulation or local ordinance; provided, however, that electric bicycles shall not be ridden or operated on sidewalks.

(c) A municipality, local authority or state agency with jurisdiction over a bike path or bikeway after public notice and a public hearing may adopt ordinances or regulations prohibiting or otherwise regulating the operation of electric bicycles on such paths, including, but not limited to, the imposition of speed limits.

(d) An electric bicycle shall not be operated on a trail designated for nonmotorized traffic, that a municipality, local authority or state agency has jurisdiction over, if such trail has a natural surface tread made by clearing and grading the soil and no surfacing materials have been added; provided, however, that a municipality, local authority or state agency after public notice and a public hearing may adopt ordinances or regulations permitting or otherwise regulating the use of electric bicycles on such a trail within its jurisdiction, including, but not limited to, the imposition of speed limits.

This means:

- Municipalities may not prohibit or restrict Class 1 or 2 e-bikes on public roadways or marked bike lanes.
- Municipalities may regulate their use on bike paths and shared-use trails, but only through:
 - A public hearing
 - Legislative adoption (e.g., select board or city council approval)
 - Signage clearly posting the restriction

Any locally imposed restriction that fails to follow this process is unenforceable.

Additional Enforcement Considerations

- E-bikes are required by federal consumer product standards to bear a permanent manufacturer label indicating their class, motor wattage, and top assisted speed. Officers should check for this label when assessing compliance.
- If an e-bike has been modified to exceed the 750-watt or 20 mph threshold, it may no longer qualify as Class 1 or 2, and may instead be treated as a motorized bicycle, triggering license and registration requirements.
- Local police departments have no authority to require licensing or registration for Class 1 or 2 e-bikes, as they are not motor vehicles under Massachusetts law.

Key Takeaways for Police Chiefs

- **Class 1 and 2 e-bikes are legally treated as bicycles** and can be operated on all public ways and bike lanes statewide.
- **Class 3 e-bikes are not recognized in MA law**; higher-speed e-bikes may fall under motorized bicycle laws, depending on speed and motor specifications.
- **Municipalities cannot restrict Class 1/2 e-bikes from public roadways or bike lanes** but may regulate their use on bike paths and trails after following the statutory process.
- **Helmet laws** apply to all riders under age 17 on e-bikes and to all riders of motorized bicycles.

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(Rev. 07.16.2025)



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

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50 Payson Ave., Ste. 100
Easthampton, Massachusetts 01027-2260
Telephone #: (413) 529-1400, ext. 460
Fax #: (413) 529-1417

CITY COUNCIL ACTION REQUEST FORM

Date Submitted: April 2, 2026
Title of proposal: Cannabis Equity Ordinance
Councilor Sponsor(s): Councilor 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):

Addition of Cannabis Equity Ordinance

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

Please attach any additional information – resolution, etc.): Creation of a Cannabis Equity Ordinance to facilitate business participation.

AN ORDINANCE REGARDING EQUITY IN CANNABIS BUSINESS PARTICIPATION

Section 1: Legislative Authority

This ordinance is authorized pursuant to **St. 2022, c. 180**, *An Act Relative to Equity in the Cannabis Industry*, **M.G.L. c. 94G** and **M.G.L. c. 94I**, and **935 CMR §§ 500.000** and **935 CMR §§ 501.000**.

Section 2: Purpose

The purpose of this ordinance is to develop clear requirements to encourage **full participation in the marijuana industry by individuals from communities that were disproportionately harmed** by marijuana prohibition and enforcement.

These policies and procedures will assist the **City of Easthampton** in negotiating **Host Community Agreements (HCAs)** with applicants for **marijuana establishments and medical marijuana treatment centers**, including but not limited to:

- Social equity businesses,
- Social Equity Program participants,
- Economic Empowerment Priority Applicants,
- Other local and minority-owned businesses.

Section 3: Applicability

This ordinance shall apply to all individuals and entities seeking to operate a **marijuana establishment or medical marijuana treatment center within the City of Easthampton**.

- No individual or entity may operate a marijuana establishment or medical marijuana treatment center unless **duly licensed** by the **Massachusetts Cannabis Control Commission (CCC)**.
- Nothing in this ordinance shall be construed to supersede applicable **federal or state law** governing the sale, distribution, or regulation of marijuana.

Section 4: Definitions

The definitions set forth in the following laws and regulations are incorporated herein by reference:

- **M.G.L. c. 94I, § 1**
- **M.G.L. c. 94G, § 1**
- **935 CMR §§ 500.002, 501.002**
- **935 CMR §§ 500.181(4)(a) and 501.181(4)(a)**

These definitions in MGL shall govern the interpretation and implementation of this ordinance unless otherwise specified.

Section 5: Transparency of Local Approval Process

1. The **City of Easthampton** shall make available the following data on its **total applicant pool** for marijuana businesses.

This data shall include:

- The total number of applicants received.
 - Identification of applicants by category (e.g., general applicant, Social Equity Program participant, Economic Empowerment applicant);
 - The number of Host Community Agreements executed with each category of applicant.
2. The City shall update this information on a **semi-annual basis**, ensuring that the public can monitor the City's commitment to equitable access and inclusion in the cannabis industry.

Section 6: Implementation and Oversight

1. The **Mayor's Office** or a designated city department (e.g., Planning) shall be responsible for administering and monitoring this ordinance.
2. A process for equitable negotiation of Host Community Agreements shall be developed in accordance with state law and local equity goals.
3. The City shall consider developing or partnering with local support services for equity applicants, including technical assistance, mentorship, and legal guidance.

Section 7: Severability

If any section, subsection, or provision of this ordinance is determined to be unlawful or unenforceable, such portion shall be severed, and the remaining portions shall continue in full force and effect.

Section 8: Effective Date

This ordinance shall take effect upon passage by the **Easthampton City Council** and approval in accordance with the **City Charter** and applicable state law.

Section 1:

The City of Easthampton Ordinances shall be amended by adding at the end thereof, the following new section and subsections:

Establishing the Equitable Regulation of the Cannabis Industry in the City of Easthampton.

8-13.1 Purpose

The purpose of this ordinance is to ensure equity in the City of Easthampton's cannabis industry. The policies enacted during the "War on Drugs" and its associated policies have had a disproportionate impact on people of Black, African American, Latino, and/or Hispanic descent. It would be unjust if, following the legalization of cannabis by the voters of the Commonwealth of Massachusetts, people from the affected groups were not allowed to receive the economic benefits of legalization.

Definitions

Area of disproportionate impact – means a geographic area identified by the Easthampton Cannabis Board or the Cannabis Control Commission, which has had historically high rates of arrest, conviction, and incarceration related to marijuana crimes between 1971 and 2016.

Cannabis Control Commission or CCC – as used herein, shall refer to the Massachusetts Cannabis Control Commission.

Close associate – a person who holds a relevant financial interest in, or is entitled to exercise power in, the business of an applicant or licensee and, by virtue of that interest or power, is able to exercise a significant influence over the management or operation of a marijuana establishment licensed under this chapter.

Controlling person – an officer, board member or other individual who has a financial or voting interest of 10 percent or greater in a marijuana establishment.

Craft marijuana cooperative – a marijuana cultivator comprised of residents of the Commonwealth and organized as a limited liability company, limited liability partnership, or cooperative corporation under the laws of the Commonwealth. A cooperative is licensed to cultivate, obtain, manufacture, process, package and brand cannabis or marijuana products to transport marijuana to Marijuana Establishments, but not to consumers.

Investor – any person or entity who has provided a marijuana applicant with financial resources in exchange for an ownership stake in the business.

Licensee – a person or entity licensed by the Easthampton Cannabis Board and the Cannabis Control Commission to operate a marijuana establishment.

Marijuana applicant or applicant – any person, business, organization, or group that has submitted an application to the City of Easthampton to open a marijuana establishment.

Marijuana or cannabis all parts of any plant of the genus Cannabis, not excepted below and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in section 1 of chapter 94C; provided, however,

that "marijuana" shall not include: (i) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination; (ii) hemp; or (iii) the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana cultivator – an entity licensed to cultivate, process and package marijuana, to deliver marijuana to marijuana establishments and to transfer marijuana to other marijuana establishments, but not to consumers.

Marijuana establishment – a marijuana cultivator, independent testing laboratory, marijuana product manufacturer, marijuana retailer, marijuana research facility, or any other type of licensed marijuana related business.

Marijuana independent testing laboratory – a laboratory that is licensed by the Cannabis Control Commission and is: (i) accredited to the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation mutual recognition arrangement or that is otherwise approved by the Cannabis Control Commission; (ii) independent financially from any medical marijuana treatment center or any licensee or marijuana establishment for which it conducts a test; and (iii) qualified to test marijuana in compliance with 935 CMR 500.160 and MGL c. 64C, sec. 34.

"Marijuana product manufacturer – an entity licensed to obtain, manufacture, process and package marijuana and marijuana products, to deliver marijuana and marijuana products to marijuana establishments and to transfer marijuana and marijuana products to other marijuana establishments, but not to consumers.

Marijuana products – products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

Marijuana research facility – an entity licensed by the Cannabis Control Commission to engage in research projects. Such a facility may cultivate, purchase, or otherwise acquire cannabis for the purpose of conducting research regarding marijuana or marijuana products. A research facility may be an academic institution.

Marijuana retailer – an entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell or otherwise transfer marijuana and marijuana products to marijuana establishments and to consumers.

Marijuana social consumption operator – a marijuana retailer licensed to purchase marijuana and marijuana products from marijuana establishments and to sell marijuana and marijuana products on its premises only to consumers or allow consumers to consume marijuana or marijuana products on its premises only.

Marijuana transporter – a marijuana retailer that does not provide a retail location accessible to the public, but is authorized to deliver directly from a marijuana cultivator facility, craft marijuana cultivator cooperative facility, marijuana product manufacturer facility, or micro--business.

Microbusiness – a co-located marijuana establishment that can be either a marijuana cultivator of up to 5,000 square feet or product manufacturer or both, in compliance with the operating procedures for each license. A Microbusiness that is a Marijuana Product Manufacturer may purchase no more than 2,000 pounds of marijuana per year from other marijuana establishments.

Easthampton Equity Program

An applicant shall be designated by the Easthampton Cannabis Board as an equity applicant if at least 51 % of its ownership, meets at least 3 of the following criteria:

1. A person who has resided in an area of disproportionate impact, as defined by the Cannabis Control Commission, for at least 5 of the last 10 years.
2. A person who has a past arrest or conviction for the possession, sale, manufacturing, or cultivation of Marijuana between 1971 and 2016, who has been a resident of Easthampton for the past 5 years; OR a person who is the child of a person with a past arrest or conviction for the possession, sale, manufacturing, or cultivation of Marijuana between 1971 and 2016, who has been a resident of Easthampton for the past 5 years.
3. A person who has resided in the City of Easthampton for at least the past 7 years.
4. A person who is of Black, African American, Hispanic, Latino or Asian descent.
5. A person whose annual household income is at or below 100% of the area median income.
6. A person who has been certified by the Cannabis Control Commission as an Economic Empowerment Applicant and is a resident of Easthampton for at least one of the last three years.

A Department shall establish a program, known as the Easthampton Cannabis Equity Program to offer equity applicants services, which may include:

1. Technical assistance with business operations, including the development of business plans.
2. Technical assistance recruiting employees.

3. Guidance and assistance through the application process.
4. Technical assistance with legal compliance.
5. Accounting and tax preparedness assistance.
6. Best practices for operating in the marijuana industry.
7. Technical assistance with store security.
8. Technical assistance identifying and raising funds and capital and identifying vendors.

An applicant or licensee shall only be eligible for the benefits of the Easthampton Cannabis Equity Program if they continue to meet the above conditions. The City of Easthampton shall maintain an equal or greater number of equity applicant licensees to licensees who do not qualify as equity applicants.

Easthampton Cannabis Board

The Mayor shall establish a Cannabis Board.

Applicability

Any persons or entity seeking to operate any type of adult-use marijuana establishment shall require a local license issued by the City of Easthampton.

Application Requirements

An applicant in any category of cannabis establishment shall file, in a form and manner specified by the City of Easthampton, an application for licensure as a cannabis establishment. Applicants shall be required to submit the following information as part of their initial application:

1. The entity name and the trade name to be used, and business certificate.
2. The names, addresses, and contact information of the business owners, controlling persons, close associates, and investors.
3. The address of the proposed business, and proof of permission from the owner of the property to operate on the premises or lease information.
4. The name, mailing address, and contact information of the property owner.
5. The party responsible for managing the application and their contact information.
6. Whether the applicant has been designated as an Economic Empowerment applicant by the Massachusetts Cannabis Control Commission.
7. Whether the applicant has been designated as a Social Equity Program participant, or whether they are eligible for the program, by the Massachusetts Cannabis Control Commission.
8. Any other information or documents required by the Board.

Community Outreach, Host Community Agreements

A notice shall be issued which shall include the date, time, place, and subject matter of the meeting, including the proposed address of the marijuana establishment. It shall be published in a newspaper of general circulation at least seven calendar days prior to the meeting. A copy of the notice shall be filed with the City Clerk. Copies shall be mailed or delivered to all residents within 300 feet of the proposed location. The meeting shall include a discussion of the following topics: the type(s) of Marijuana Establishment to be located at the proposed address; information adequate to demonstrate that the location will be maintained securely and steps to be taken by the Marijuana Establishment to prevent diversion to minors; a plan by the Marijuana Establishment to positively impact the community; and information adequate to demonstrate that the location will not constitute a nuisance to the community.

All approved applicants shall be required to negotiate a host community agreement with the City of Easthampton, which must be kept current at all times. The City shall negotiate host community agreements and work in collaboration with the district city councilor. The precinct city councilor shall be responsible for providing a letter of support, non-opposition, or non-support.

The City shall hold at least one community meeting on the application near the proposed location of the establishment. The meeting must be held within 6 months of the initial application being filed.

Criteria

The City shall grant licenses with the goal of ensuring that licenses are granted with respect to equity, quality, and community safety. Licensees shall be expected to comply with the laws and regulations of the Commonwealth of Massachusetts and the City of Easthampton. Applications shall be evaluated based on the Applicant's score as follows:

Applications shall be evaluated based on the Applicant's:

1. Diversity and Inclusion Plan - 25%
2. Employment Plan - 20%
 - a. Plan for employment of Easthampton residents.
 - b. Plan for employment of minorities and women.
 - c. Plan for offering competitive wages and benefits for local residents.
 - d. Plan for employment of individuals with criminal records.
3. Community Feedback/Public Support - 20%
 - a. Letters of support from local elected officials.
 - b. Letters of support from local community organizations.
4. Location, Safety and Security - 20%
 - a. Plan for on-site security personnel.

- b. Plan for building and product security.
- c. Plan for protecting youth from accessing the product.
- 5. Parking and transportation Plan- 15%
 - a. Access to public transportation.
 - b. Accessibility and amount of on-site parking.
 - c. Plan for the transportation and delivery of product.
 - d. Plan for the transportation of monies to and from the site.

Fees

The Board may establish reasonable fees for licenses. The fee for a marijuana retail license shall not exceed the fee levied on an All Alcohol Retail Store. The Board may also establish a reasonable annual fee in conjunction with the annual renewal of a license.

Inspections and Enforcement

An applicant must secure the appropriate permits issued by the Cannabis Board, Inspectional Services Department and, if necessary, any other department or agency of the City of Easthampton. All licensed premises shall be subject to inspection by the Police Department of the City of Easthampton and other duly authorized agents of the Board. All licensees are subject to the General Rules of the Board as they may be amended at the Board's discretion. Upon citation from any City of Easthampton department or agency, that department or agency must notify the Cannabis Board.

Easthampton Equity Fund

The Department shall administer and support the Equity Program as described in Section Easthampton Equity Program through funding appropriated to it as the Easthampton Equity Fund. The Department shall make the funds in the Easthampton Equity Fund available to support Equity Applicants and Licensees, as defined by the Equity Program, and to establish and operate a cannabis business in the City of Easthampton. It is anticipated that the initial appropriation should be an amount equal to One Hundred Percent (100%) of revenue collected by the City under the Three percent (3%) gross sales revenue fee established in the Marijuana Host Community Agreements (HCA), up to \$1,000,000 (one million dollars). Subject to appropriation, once an aggregate initial amount of \$1,000,000 (one million dollars) has been deposited into the Easthampton Equity Fund, it is anticipated that the Easthampton Equity Fund shall be credited with an amount equal to one half of one percent (0.5%) of gross annual HCA revenue until 2024 or upon the Easthampton Equity Fund reaching \$5,000,000 (five million dollars), whichever occurs first.

Conditions

Licenses for Marijuana Establishments shall only be valid so long as each entity signs a Host Community Agreement with the City of Easthampton, receives a Final License from the Cannabis Control Commission and receives a license from the Cannabis Board within twelve months and their licensure with the CCC remains valid and current. The Board may impose additional reasonable restrictions and conditions as to the operation under the license, and may suspend the license if it deems that such restrictions or conditions have been violated.

Transferability of License

Any license granted under this ordinance shall be a personal privilege and shall not be assignable or transferable, without the approval of the Cannabis Board and the execution of a new Host Community Agreement with the City of Easthampton.

Revocation and Expiration

The Cannabis Board may modify, suspend, or revoke any license or fine any license owner for just cause, after reasonable notice and a hearing. The Board shall, within six months of initial appointment, publish and post electronically a written policy clarifying activities or business practices and any other such causes that may subject a license holder to scrutiny, changes to their license or license suspension, and may update such policy at the Board's discretion. Unless otherwise specified, each license shall expire annually after the issuance of such license. Licenses must be renewed annually by the Board.

Registry

The Department shall publish and maintain an online registry of applicants and licensees under this section, the applicant or licensees current status in the approval process, any close associates, any controlling persons, and any investors in the business, any management agreements entered into, the type(s) of license(s) held or applied for by each establishment, the owner(s) name(s), the physical address(es) of operation, and whether the applicant or licensee is a participant in the City's equity program. The registry shall include currently licensed applicants as well as all pending applicants. The registry shall be accompanied by a map, showing the locations of licensed establishments.

City Council Updates

The Department shall, each year, submit to the City Council an update on the City's equity program, the total number of licenses issued, and any recommended policy changes.

Severability

If any provision of this section is held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

Effective Date. The provisions of this ordinance shall be effective immediately upon passage.



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

Easthampton Municipal Building
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Easthampton, Massachusetts 01027-2260
Telephone #: (413) 529-1400, ext. 460
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CITY COUNCIL ACTION REQUEST FORM

Date Submitted: April 2, 2026
Title of proposal: Adoption of Local Property Tax Exemption Options
Councilor Sponsor(s): Councilor 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):

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

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

The Board of Assessors has requested City Council adopt the following Local Property Tax Exemption Options

G.L. c. 59, § 5, Clause 17F: Annual Cost-of-Living Adjustment (COLA) for Certain Exemptions

G.L. c. 59, § 5, Clause 22G: Exception to Requirements for Legal and Sufficient Beneficial Interest (Trusts)

G.L. c. 59, § 5, Clause 22I: COLA for Veteran Exemptions



Martha Leamy, MAA
Principal Assessor

assessor@easthamptonma.gov
(413) 529-1401

MEMORANDUM

TO: Mayor Derby
FROM: Board of Assessors
cc: Koni Denham
DATE: April 1, 2026
SUBJECT: Recommendation for Adoption of Local Property Tax Exemption Options (G.L. c. 59, § 5)

This memorandum outlines the Board of Assessors' recommendation for the adoption of three local option statutory clauses concerning property tax exemptions under Massachusetts General Laws, Chapter 59, Section 5. These adoptions represent a targeted and fiscally responsible approach to providing essential relief to vulnerable residents, including qualifying seniors, and eligible veterans or their spouses within the Easthampton community.

Proposed Adoptions

We recommend the City Council adopt the following statutory clauses:

1. G.L. c. 59, § 5, Clause 17F: Annual Cost-of-Living Adjustment (COLA) for Certain Exemptions

Clause 17F provides communities with the option to increase the statutory property tax exemption granted under G.L. c. 59, § 5, Clause 17D each year. 17D benefits qualifying seniors, surviving spouses or minor children. The increase is equivalent to 100% of the annual cost-of-living adjustment (COLA).

- **Mechanism:** The COLA is measured by the increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the previous calendar year.
- **Current Exemption (Clause 17D):** Easthampton currently grants an exemption of **\$175** to taxpayers who satisfy specific criteria related to age or status, domicile, ownership, and assets.
- **Impact Example (FY2026):** If adopted for Fiscal Year 2026 (beginning July 1, 2025), and assuming a COLA of 2.9%, the exemption amount would increase from \$175.00 to **\$180.08**.
- **Financial Impact:** Based on 21 Clause 17D exemptions granted this fiscal year, the estimated total additional relief would have been approximately **\$106.68** (21 taxpayers * \$5.08 increase per taxpayer).

This adoption ensures that the financial relief provided to these vulnerable residents keeps pace with inflationary costs.

2. G.L. c. 59, § 5, Clause 22G: Exception to Requirements for Legal and Sufficient Beneficial Interest (Trusts)

Clause 22G permits real estate that is the domicile of applicants for exemption under Clause 22 (veterans) to be eligible for such exemptions even if the property is owned by a trustee, conservator, or other fiduciary for the applicant's benefit. The veteran or veteran spouse can receive an exemption if they meet all other eligibility requirements but do not need to possess a legal interest in the property.

- **Current Requirement:** Currently, a veteran or veteran spouse must generally have both a legal interest (e.g., be a trustee) and a sufficient beneficial interest in a trust to be considered the "owner" for exemption purposes on July 1.
- **Benefit of Adoption:** Adoption of Clause 22G removes the restrictive requirement for the veteran or spouse to hold a legal interest (e.g., be a trustee). This simplifies the eligibility process for veterans whose homes are held in trust for their benefit, aligning the exemption with the intent of providing relief to the veteran residing in the domicile.

3. G.L. c. 59, § 5, Clause 22I: COLA for Veteran Exemptions

Clause 22I proposes to increase the amount of the tax exemption granted to qualifying veterans or their spouses on their domiciles under Clauses 22, 22A, 22B, 22C, and 22E annually by a cost-of-living adjustment (COLA) determined by the Department of Revenue (DOR) based on the Consumer Price Index (CPI).

- **Impact Example (FY2026 - 2.9% COLA):**

Exemption Clause	Current Amount	Proposed COLA Amount
Clause 22	\$400	\$411.60
Clause 22A	\$750	\$771.75
Clause 22B	\$1,250	\$1,286.25
Clause 22C	\$1,500	\$1,543.50
Clause 22E	\$1,000	\$1,029.00

- **Financial Impact:** Based on 134 qualifying veteran exemptions granted this fiscal year, the estimated total additional relief had the COLA been applied would have been approximately **\$1,954.80**.

Recommendation

We respectfully request that the City Council consider and adopt the local options provided under G.L. c. 59, § 5, Clause 17F, G.L. c. 59, § 5, Clause 22G, and G.L. c. 59, § 5, Clause 22I. All three measures represent a targeted and fiscally manageable approach to providing essential property tax relief to deserving members of the Easthampton community.

We are available to present further details and answer any questions the Council may have.



Emily Russo
Director of Human Resources

erusso@easthamptonma.gov
(413) 529-1466

April 2, 2026

To: City Council

From: Emily Russo, Director of Human Resources

Re: Amendment to Chapter 7, Section 7-18

I am requesting approval of an amendment to Chapter 7, Section 7-18, Exhibit B (Pay Plan), to modify the current wage scale structure. Specifically, this amendment would remove the first two steps of the existing pay scale and add two additional steps at the end, thereby maintaining a 12-step wage scale.

Under this revised structure, employees will be placed on the appropriate corresponding step within the new scale. This adjustment is intended to provide continued growth opportunities for employees who have reached the top of the current scale, while minimizing financial impact to the City and avoiding disruption to employees throughout the rest of the pay plan.

The proposed amendment would take effect on July 1, 2026, coinciding with the start of the new fiscal year.

EXHIBIT B - SALARY AND WAGE SCALE
EFFECTIVE JULY 1, 2026

3.00% between steps														
Grade	Minimum	Maximum	1	2	3	4	5	6	7	8	9	10	11	12
A	\$ 18.45	\$ 25.54	\$ 18.45	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.77	\$ 21.39	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07	\$ 24.80	\$ 25.54
B	\$ 21.22	\$ 29.37	\$ 21.22	\$ 21.86	\$ 22.51	\$ 23.19	\$ 23.88	\$ 24.60	\$ 25.34	\$ 26.10	\$ 26.88	\$ 27.69	\$ 28.52	\$ 29.37
C	\$ 23.35	\$ 32.32	\$ 23.35	\$ 24.05	\$ 24.77	\$ 25.52	\$ 26.28	\$ 27.07	\$ 27.88	\$ 28.72	\$ 29.58	\$ 30.47	\$ 31.38	\$ 32.32
D	\$ 25.68	\$ 35.56	\$ 25.68	\$ 26.45	\$ 27.24	\$ 28.07	\$ 28.91	\$ 29.78	\$ 30.67	\$ 31.59	\$ 32.54	\$ 33.52	\$ 34.52	\$ 35.56
E	\$ 28.26	\$ 39.13	\$ 28.26	\$ 29.11	\$ 29.98	\$ 30.88	\$ 31.81	\$ 32.76	\$ 33.75	\$ 34.76	\$ 35.81	\$ 36.88	\$ 37.99	\$ 39.13
F	\$ 35.32	\$ 48.89	\$ 35.32	\$ 36.38	\$ 37.47	\$ 38.60	\$ 39.75	\$ 40.95	\$ 42.17	\$ 43.44	\$ 44.74	\$ 46.08	\$ 47.47	\$ 48.89
G	\$ 40.62	\$ 56.23	\$ 40.62	\$ 41.84	\$ 43.09	\$ 44.39	\$ 45.72	\$ 47.09	\$ 48.50	\$ 49.96	\$ 51.46	\$ 53.00	\$ 54.59	\$ 56.23
H	\$ 48.75	\$ 67.48	\$ 48.75	\$ 50.21	\$ 51.72	\$ 53.27	\$ 54.87	\$ 56.51	\$ 58.21	\$ 59.96	\$ 61.76	\$ 63.61	\$ 65.52	\$ 67.48

Non-Union Pay Plan Employees With Current Wage Scale

Title	Current Grade/Step	Current Hrly Rate	Average Hrs Per Wk	FY27 Grade/Step	FY27 Hrly Rate	*FY27 Salary
Cemetery Foreman	D5	\$ 27.25	35	D6	\$ 28.07	\$ 51,087.40
Van Driver	A6	\$ 20.16	10	A7	\$ 20.76	\$ 10,795.20
Director of Information Technology	H10	\$ 59.95	40	H11	\$ 61.75	\$ 128,440.00
Van Driver	A5	\$ 19.57	7	A6	\$ 20.16	\$ 7,338.24
Assistant Director of Human Resources	D6	\$ 28.07	34	D7	\$ 28.91	\$ 51,112.88
Building Commissioner	G12	\$ 53.00	32	G12	\$ 53.00	\$ 88,192.00
Office Aide, COA	A6	\$ 20.16	18	A7	\$ 20.76	\$ 19,431.36
City Clerk	G3	\$ 40.62	35	G4	\$ 41.84	\$ 76,148.80
Van Driver	A6	\$ 20.16	6	A7	\$ 20.76	\$ 6,477.12
Director of Public Health	G2	\$ 39.44	35	G3	\$ 40.62	\$ 73,928.40
Treasurer	G6	\$ 44.39	35	G7	\$ 45.72	\$ 83,210.40
Van Driver	A6	\$ 20.16	13	A7	\$ 20.76	\$ 14,033.76
Assistant Park Foreman	D5	\$ 27.25	40	D6	\$ 28.07	\$ 58,385.60
Principal Assessor	G7	\$ 45.72	34	G8	\$ 47.09	\$ 83,255.12
Park Foreman	E8	\$ 32.75	40	E9	\$ 33.75	\$ 70,200.00
Director of Planning and Community Development	G9	\$ 48.51	37.5	G10	\$ 49.96	\$ 97,422.00
Director of Parks & Recreation	G12	\$ 53.00	35	G12	\$ 53.00	\$ 96,460.00
Staff Engineer	F8	\$ 40.94	34	F9	\$ 42.17	\$ 74,556.56
Director DPW	H12	\$ 63.61	40	H12	\$ 63.61	\$ 132,308.80
City Auditor	G12	\$ 53.00	40	G12	\$ 53.00	\$ 110,240.00
Tax Collector	G7	\$ 45.72	35	G8	\$ 47.09	\$ 85,703.80
City Engineer	G12	\$ 53.00	35	G12	\$ 53.00	\$ 96,460.00
Human Resources Director	H7	\$ 54.87	35	H8	\$ 56.51	\$ 102,848.20
Council on Aging Director	G6	\$ 44.39	35	G7	\$ 45.72	\$ 83,210.40
						\$ 1,701,246.04

*Based on 26 pay periods
 Max Step

Non-Union Pay Plan Employees With Proposed Wage Scale Changes						
Title	Current Grade/Step	Current Hrly Rate	Average Hrs Per Wk	FY27 Grade/Step	FY27 Hrly Rate	*FY27 Salary
Cemetery Foreman	D5	\$ 27.25	35	D4	\$ 28.07	\$ 51,087.40
Van Driver	A6	\$ 20.16	10	A5	\$ 20.77	\$ 10,800.40
Director of Information Technology	H10	\$ 59.95	40	H9	\$ 61.76	\$ 128,460.80
Van Driver	A5	\$ 19.57	7	A4	\$ 20.16	\$ 7,338.24
Assistant Director of Human Resources	D6	\$ 28.07	34	D5	\$ 28.91	\$ 51,112.88
Building Commissioner	G12	\$ 53.00	32	G11	\$ 54.59	\$ 90,837.76
Office Aide, COA	A6	\$ 20.16	18	A5	\$ 20.77	\$ 19,440.72
City Clerk	G3	\$ 40.62	35	G2	\$ 41.84	\$ 76,148.80
Van Driver	A6	\$ 20.16	6	A5	\$ 20.77	\$ 6,480.24
Director of Public Health	G2	\$ 39.44	35	G1	\$ 40.62	\$ 73,928.40
Treasurer	G6	\$ 44.39	35	G5	\$ 45.72	\$ 83,210.40
Van Driver	A6	\$ 20.16	13	A5	\$ 20.77	\$ 14,040.52
Assistant Park Foreman	D5	\$ 27.25	40	D4	\$ 28.07	\$ 58,385.60
Principal Assessor	G7	\$ 45.72	34	G6	\$ 47.09	\$ 83,255.12
Park Foreman	E8	\$ 32.75	40	E7	\$ 33.75	\$ 70,200.00
Director of Planning and Community Deve	G9	\$ 48.51	37.5	G8	\$ 49.96	\$ 97,422.00
Director of Parks & Recreation	G12	\$ 53.00	35	G11	\$ 54.59	\$ 99,353.80
Staff Engineer	F8	\$ 40.94	34	F7	\$ 42.17	\$ 74,556.56
Director DPW	H12	\$ 63.61	40	H11	\$ 65.52	\$ 136,281.60
City Auditor	G12	\$ 53.00	40	G11	\$ 54.59	\$ 113,547.20
Tax Collector	G7	\$ 45.72	35	G6	\$ 47.09	\$ 85,703.80
City Engineer	G12	\$ 53.00	35	G11	\$ 54.59	\$ 99,353.80
Human Resources Director	H7	\$ 54.87	35	H6	\$ 56.51	\$ 102,848.20
Council on Aging Director	G6	\$ 44.39	35	G5	\$ 45.72	\$ 83,210.40
						\$ 1,717,004.64

*Based on 26 pay periods
Max Step



Emily Russo
Director of Human Resources

erusso@easthamptonma.gov
(413) 529-1466

April 2, 2026

To: City Council

From: Emily Russo, Director of Human Resources

Re: Amendment to Chapter 7, Section 7-17 - Exhibit A (Classification of Employees)

I am requesting approval of an amendment to Chapter 7, Section 7-17, Exhibit A (Classification of Employees), to remove certain positions from the classification plan.

These positions are proposed for removal as they have been incorporated into a collective bargaining unit pursuant to Massachusetts General Laws Chapter 150E and in accordance with determinations and procedures of the Massachusetts Department of Labor Relations, including 456 CMR 14.06. As a result of their unionization under the American Federation of State, County, and Municipal Employees (AFSCME), these positions are no longer appropriately included within the City’s non-union classification plan.

This amendment is administrative in nature and is intended to ensure that Exhibit A accurately reflects the current organizational and collective bargaining structure of the City.

The following positions are recommended for removal from Exhibit A due to their inclusion in the AFSCME bargaining unit:

Principal Clerk
Activities Coordinator
Custodian
Administrative Assistant
Payroll Assistant (School)
Clerk
Senior Custodian
Outreach Worker
Data Collector
Senior Outreach Worker
Arts Coordinator
Conservation Agent

Assistant Tax Collector
Assistant City Auditor
Assistant City Clerk
Assistant Treasurer
Computer Technician
Bookkeeper
Council on Aging Program
Manager
Associate Planner
Purchasing Agent/Assistant
Finance Director
Grants Coordinator

Facilities Coordinator
Senior Planner
System Administrator
Arts and Culture Program
Director
Health Agent
Community Social Worker
Public Health Nurse
Veterans Agent
Planner



Salem Derby
Mayor

mayor@easthamptonma.gov
(413) 529-1400

DATE: April 1, 2026

TO: City Council President Denham
FROM: Mayor Salem Derby
SUBJECT: Creation of a Fire Donation Account

**APPROVAL TO ESTABLISH AN
EASTHAMPTON FIRE DEPARTMENT DONATION ACCOUNT**

Pursuant to the provisions of Massachusetts General Laws, Chapter 44, Section 53A, approval is hereby given to establish an account for the purpose of receiving funds designated for the Easthampton Fire Department.

Date executed: _____

Salem Derby
Mayor

Approved by the City Council this _____ day of _____ 2026.

Koni Denham
City Council President



Christopher Norris
Fire Chief

EASTHAMPTON FIRE DEPARTMENT
32 PAYSON AVE.
EASTHAMPTON, MA. 01027
(413) 527-4200 TEL.

Memorandum

To: Mayor Derby
CC: Hetal Patel, City Auditor; City Councilors
From: Chief Norris (CN)
Re: Fire Department Communications Donation Account
Date: 3/25/26

I am requesting the City to establish a donation account specific for the purchase of interoperable emergency response portable radios for the fire department. This request is based on a donation from Easthampton Savings Bank in the amount of \$10,000 for this purpose. I've attached the award letter to the memo as well. Please let me know if you need any additional information. Thank you.



February 24, 2026

Christopher Norris
Fire Chief
City of Easthampton, Fire Department
32 Payson Avenue
Easthampton, MA 01027

RE: Support for equipment operational needs

Dear Christopher:

On behalf of bankESB, the Easthampton Savings Bank Foundation, and our charitable giving program, The Giving Tree, I am pleased to inform you that a grant of \$10,000 has been approved to support the City of Easthampton Fire Department and their need for equipment operation updates. The check is enclosed.

With this contribution, we continue our longstanding tradition of supporting local communities and lending our neighbors a helping hand by proudly providing the support our community partners need to make a real difference and ensure the neighborhoods we call home flourish.

Making a Lasting Impact

Our charitable giving program, The Giving Tree, reflects the roots we have in our communities, our commitment to making a real difference in the neighborhoods we serve, and our belief that we can enhance everyone's quality of life if we work to solve our biggest problems—together.

In 2025 alone, The Giving Tree donated more than \$716,000 to organizations that enrich lives and bring people together. Over the past decade, we've donated more than \$4.4 million to help enhance the quality of life across Western Massachusetts. During that time, our employees have contributed thousands of volunteer hours to causes they care most about.

No matter how life changes over the years, one thing will remain the same: our commitment to helping our communities unlock their potential and to making them even better places to live and work.

Spreading the Good News

A member of our marketing team may reach out to you to coordinate an opportunity to share the news of our partnership. If you have any questions about our donation, please email Sarah Guimaraes at sguimaraes@trunorthbank.com.

Sincerely,

Dena M. Hall
EVP, Chief Retail & Marketing Officer, bankESB
President, Easthampton Savings Bank Foundation, Inc.



Christopher Norris <cnorris@easthamptonma.gov>

Funding Request Update - Interoperable Emergency Response Portable Radios

1 message

bankESB <no-reply@kadince.com>
Reply-To: bankESB <donations@bankesb.com>
To: cnorris@easthamptonma.gov

Wed, Feb 4, 2026 at 4:55 PM

Christopher Norris,

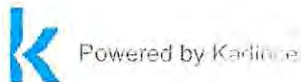
Thank you for giving us the opportunity to support your organization's efforts. We are pleased to report that your funding request for City of Easthampton, Fire Department to support the Interoperable Emergency Response Portable Radios has been approved in the amount of \$10,000.00. Payment will be forthcoming.

Should you need a copy of our logo, an ad, or any other materials to help publicize our donation, please email us at donations@bankESB.com.

Our charitable giving program, "The Giving Tree," reflects the roots we have in our communities, our commitment to making a real difference in the neighborhoods we serve, and our belief that we can enhance everyone's quality of life if we work to solve our biggest problems—together.

Best of luck for a successful endeavor.

Regards,
bankESB





Salem Derby
Mayor

mayor@easthamptonma.gov
(413) 529-1400

DATE: April 1, 2026

TO: City Council President Denham

FROM: Mayor Salem Derby

SUBJECT: Creation of a First Responder Wellness Donation Account

**APPROVAL TO ESTABLISH AN EASTAMPTON
FIRST RESPONDER WELLNESS DONATION ACCOUNT**

Pursuant to the provisions of Massachusetts General Laws, Chapter 44, Section 53A, approval is hereby given to establish an account for the purpose of receiving funds designated for the proposed First Responder Wellness Project.

Date executed: _____

Salem Derby
Mayor

Approved by the City Council this _____ day of _____ 2026.

Koni Denham
City Council President



EASTHAMPTON
M A S S A C H U S E T T S



Easthampton Police Department

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

Date 2/10/2026

To: Mayor Derby

From: Chief Chad Alexander

Re: New Donation Account

Dear Mayor Derby,

I would like to request that a proposal for a new donation account be added to the upcoming City Council agenda. This account will be established for the newly proposed First Responder Wellness Project, and we will be seeking a total of \$17,300 in donations from community members and local businesses.

The donation account will provide funding for essential mental health resources for our police, fire, and dispatch first responders. The First Responder Wellness Project consists of four initiatives: Peer Support, First Responder Suicide Prevention, Mindfulness and Meditation Training, and the purchase and installation of a sauna. Please see the attached initiative highlights.

Thank you for considering this request to accept donations from the community.

Sincerely,

Chad Alexander
Chief of Police

February 1, 2026

Business
Address
Easthampton, MA 01027

Dear _____,

The health and wellbeing of our first responders—the police officers, firefighters, and dispatchers who tirelessly serve our community—is paramount. They routinely face high-stress, high-trauma situations that take a significant toll on their mental and physical health. Studies show a direct correlation between occupational exposure to trauma and alarming rates of cardiovascular disease, PTSD, depression, substance misuse, and suicide within this population.

We are launching a comprehensive First Responder Wellness Project to address these critical issues, but we cannot do it without the support of community partners like you. We are reaching out to solicit funding to cover the costs of these vital programs.

Proposed First Responder Wellness Project Budget

We are requesting a total of **\$17,300** to implement a combination of physical health, peer support, and mental health initiatives, as detailed in the table below. Any donation amount is welcome and appreciated.

Donations can be made payable to **First Responder Wellness** and mailed to Easthampton Public Safety Complex, Attn: Emma Reilly, 32 Payson Ave., Easthampton, MA 01027. Please specify if you would like your contribution to be used to target a specific initiative.

Initiative	Requested Amount
Peer Support	\$6,000
First Responder Suicide Prevention	\$2,700
Mindfulness & Meditation Training	\$3,600
Purchase & Installation of a Sauna	\$5,000
Total Requested Funding	\$17,300

Key Initiative Highlights

1. Peer Support Initiative: \$6,000 (\$40/person)

- This funding will secure the **First Response Mental Health PeerConnect App**, the platform used by all First Responders in Easthampton and Hadley to facilitate and navigate peer connections. This app is entirely confidential, easy to use, and provides de-identified information about program utilization. This is the only expense, as the program is run entirely by first responders who volunteer their time.

2. Suicide and Mental Health Prevention

- **First Responder Suicide Prevention: \$2,700**
A one-time grant-reduced fee for a **1-day screening and panel discussion** of "*Sound the Alarm*" by the Quell Foundation. This event will normalize conversations about mental health and suicide while training first responders to recognize mental health warning signs. First responders from Easthampton and surrounding towns will be invited to participate.
- **Mindfulness & Meditation Training: \$3,600**
Monthly, 1-hour mindfulness and meditation trainings by The Mellow Elephant, open to first responders in Easthampton and surrounding towns. Research shows that mindfulness and meditation practices have a positive impact on both the mental and physical health of first responders. When first responders are well both physically and mentally, they are better able to respond to and assist members of the community.

3. Physical Health Initiative

- **Purchase & Installation of a Sauna: \$5,000**
A one-time cost for a sauna, accessible by all first responders in Easthampton, to combat their increased risk of developing cardiovascular disease, obesity, heart disease, and sudden cardiac death. Regular sauna use significantly reduces the risk of cardiovascular disease, improves insulin sensitivity, promotes better sleep, and aids in muscle repair and recovery.

We firmly believe that these initiatives will significantly enhance the physical and mental resilience of our first responders, enabling them to better serve our community.

Thank you for considering our request and for your commitment to improving the wellbeing of our community's first responders.

Sincerely,

Emma Reilly
Mental Health & Wellness Coordinator



Salem Derby
Mayor

mayor@easthamptonma.gov
(413) 529-1400

MAYORAL APPOINTMENTS

Pursuant to Easthampton Home Rule Charter, Section 3-3, the following position(s) are hereby recommended for appointment approval:

NAME	BOARD/COMMITTEE	TERM EXPIRATION
Patricia Krusko	Council on Aging	12/31/2028
Jennifer Sandler	Community Relations Committee	12/31/2027
Ethan Abeles	Manhan Rail Trail Committee	12/31/2028
Wendy Taylor-Jourdain	Planning Board	12/31/2028

In accordance with Charter Section 2-10, these appointments are hereby submitted for council review.

Submitted to the City Council Clerk on this 2nd day of April 2026.

Salem Derby, Mayor

On this _____ day of _____, 2026, City Council hereby approves/denies (he above appointment(s).

Koni Denham, City Council President

Print

Application to Serve on Board - Submission #1298

Date Submitted: 3/26/2026

Date*

3/26/2026

APPLICATION TO SERVE ON A BOARD/COMMITTEE

First Name*

Pat

Last Name*

Krusko

Address*

[REDACTED]

City*

Easthampton

State*

MA

Zip Code*

01027

Phone Number*

[REDACTED]

Daytime Phone Number*

[REDACTED]

Email Address*

[REDACTED]

Board/Committee you are applying for:*

Council on Aging



How did you learn of this vacancy?*

From the director

Why are you interested in serving?*

I believe I can contribute to the board. I am a senior.

Are you aware of this board's time commitment, and are available on its regular meeting day? *

Yes

No

Have you served on any other City Board or Committee in the past? *

Yes

No

If yes, list the Board or Committee and year(s) served.

Letter of Interest (Upload Here)*

ECOA Board Ltr of Intent.doc

In addition to filling out this application, please attach a letter stating your reasons and/or qualifications for seeking an appointment to this particular Board/Committee. (Include resume if appropriate.)

Pat Krusko



March 26, 2026

Please consider me for the open position on the Council on Aging Advisory Board. I have attended a board meeting and reviewed materials re: being part of an effective Council on Aging Board given to me by Director Cynthia Tarail. I am aware of the responsibilities and time commitment, and believe I can meet those.

As a STWO participant (in my 3rd year) I am very familiar with the workings of the Council on Aging and the staff. From the beginning, I have been very impressed by their professionalism and their supportive manner towards the Easthampton older community.

And as a senior myself, I can bring a personal understanding of the issues facing older people to the Board.

Thank you for your time. I'd be happy to answer any questions you may have.

Sincerely,

Pat Krusko



CITY OF EASTHAMPTON

Office of the Mayor

50 Payson Avenue, Suite 115, Easthampton, MA 01027

Phone 413-529-1400 ext. 470 Fax 413-529-1488

E-mail: mayor@easthamptonma.gov

APPLICATION TO SERVE ON A BOARD/COMMITTEE

Name: Jen Sandler

Address: [REDACTED]
Easthampton MA 01027

Phone: [REDACTED] Daytime Phone [REDACTED]
(Where you can be reached to set up an interview date and time)

Email Address: [REDACTED]

Board/Committee you wish to be appointed to: Community Relations Committee

How did you learn of this vacancy? Merri Ansara

Why are you interested in serving on this board?

I have been an active citizen in Easthampton for some time, and believe that meaningful community engagement opportunities are essential for a robust democracy. I teach community organizing at UMass Amherst, and have a lot of ideas about how to involve a wide variety of community members in constructive engagement in our city.

Are you aware of this board's time commitment, and are available on its regular meeting day? YES NO

Have you served on any other City Board or Committee in the past?

YES NO

If yes, list the Board or Committee and year(s) served. _____

Please attach a letter stating your reasons and/or qualifications for seeking an appointment to this particular Board/Committee. (Include resume if appropriate.)


Signature

2/7/2026
Date

Thank you for your interest in serving the City of Easthampton

Dear City Council folks,

I am writing to request to join the Easthampton Community Relations Committee.

Building supportive community across difference has been the bulk of my life's work. Before moving to Easthampton almost fourteen years ago, I learned about different forms of community organizing through many years of direct work with incredible organizers in Tucson, Milwaukee, Kansas City, Portland (both OR and ME!), and Hartford. I am, connected with networks of folks around the country who are thinking hard about how to "thicken" democracy, to shape policies and institutions through processes that are deeply accountable to the people these policies and institutions are supposed to serve.

I have always been most interested in the aspect of community organizing that is about bringing people together across differences to *listen* better, to become much wiser collectively than any of us can be individually. I currently teach community organizing and community facilitation at UMass Amherst, and I also work directly with organizations to help people build stronger relational culture. I'm also an active citizen here in Easthampton, and over the past ten years I have organized and facilitated dialogue among constituencies in which I have a personal stake, including: parents of EPS school kids, queer and trans folks, Jewish folks, the arts community, and local organizers.

I am always struck by the power of people to build bridges through dialogue. But I know and have seen that conversation cannot always heal wounds, protect the vulnerable, and thicken democracy on its own. This is why I would like to join the CRC; we need much, much more opportunity for real community engagement in Easthampton, but we also need the power of local government to listen to and act upon the community's collective wisdom. The community-building needs to be intentionally *related* to government; if it is not, we are seeing what happens.

I was long a big-city person, and the challenges to getting to large-scale municipal democratic governance are extraordinarily tough. But at a small-city level, *here in* Easthampton, I have seen glimpses of possibilities that we can actually do it! We can bring people together to hear each other and build bridges, we can vision and plan together, and we can make our local government broader and more accountable to the residents of this vibrant and increasingly diverse little city. My experiences on the planning and facilitation team of the Easthampton Futures Project, showing up with parents to school committee, experiencing the ways community groups have tried to engage city council have all been inspiring. And I believe we can do better.

I believe we can do a better job at engaging a wider range of people in meaningful community-building that makes a difference. That's what I hope the work of the CRC becomes. I believe in this city, and I believe in the passionate groups of people who care about it. I'd love to bring skilled facilitation, compassionate listening across difference, and dialogue-to-action skills and frameworks to bear on revitalizing the CRC and moving us all toward a greater sense of community and democracy in these challenging times.

Sincerely,

Jen Sandler



Print

RECEIVED

MAR 11 2026

Office of the Mayor
Easthampton, MA

Application to Serve on Board - Submission #1255

Date Submitted: 3/10/2026

Date*

3/10/2026

APPLICATION TO SERVE ON A BOARD/COMMITTEE

First Name*

Ethan

Last Name*

Abeles

Address*

[REDACTED]

City*

Easthampton

State*

MA

Zip Code*

01027

Phone Number*

[REDACTED]

Daytime Phone Number*

[REDACTED]

Email Address*

[REDACTED]

Board/Committee you are applying for:*

Manhan Rail Trail Committee



How did you learn of this vacancy?*

Friend

Why are you interested in serving?*

I have a Master's Degree in Transportation Planning and am an avid cyclist and outdoor enthusiast. I use the bike paths in the area almost daily. I have been a proud member of the Easthampton community since 2009 and would like to give back to the City that has given me so much.

Are you aware of this board's time commitment, and are available on its regular meeting day? *

Yes

No

Have you served on any other City Board or Committee in the past? *

Yes

No

If yes, list the Board or Committee and year(s) served.

Letter of Interest (Upload Here)*

abeles manhan.pdf

In addition to filling out this application, please attach a letter stating your reasons and/or qualifications for seeking an appointment to this particular Board/Committee. (Include resume if appropriate.)

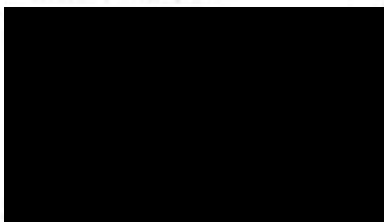
RECEIVED

MAR 11 2026

Office of the Mayor
Easthampton, MA

Manhan Rail Trail Committee

Ethan Abeles



Interest in joining the Committee

I use the Manhan Rail Trail pretty much every day and am invested in this community. I feel that the multi-use trail adds immeasurably to the quality of life in Easthampton. I am interested in aspects of safety and accessibility as well as the overall functionality of the trail system in the area.



CITY OF EASTHAMPTON

Office of the Mayor

50 Payson Avenue, Suite 115, Easthampton, MA 01027
Phone 413-529-1400 ext. 470 Fax 413-529-1488
E-mail: mayor@easthamptonma.gov

APPLICATION TO SERVE ON A BOARD/COMMITTEE

Name: Wendy Taylor-Jourdan

Address: [REDACTED]

Easthampton, Ma 01027

Phone [REDACTED] Daytime Phone # [REDACTED]
(Where you can be reached to set up an interview date and time)

Email Address: [REDACTED]

Board/Committee you wish to be appointed to: Planning Board

How did you learn of this vacancy? When Chris left

Why are you interested in serving on this board?
I'm presently the alternate member on the
planning board

Are you aware of this board's time commitment, and are available on its regular meeting day? YES NO

Have you served on any other City Board or Committee in the past?
YES NO

If yes, list the Board or Committee and year(s) served. Planning Board alternate 2025
Highway business committee (don't remember the years) for city 2012 ^{APA rep to PVIA}

Please attach a letter stating your reasons and/or qualifications for seeking an appointment to this particular Board/Committee. (Include resume if appropriate.)

Wendy Taylor-Jourdan
Signature

3/2/26
Date

Thank you for your interest in serving the City of Easthampton



**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
Fax #: (413) 529-1417

CITY COUNCIL ACTION REQUEST FORM

Date Submitted: April 2, 20026
Title of proposal: Appointment of Councilor Schmidt to the TNGDI Committee
Councilor Sponsor(s): Councilor 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):

Short summary of the proposal (A short - two to three sentence- description of what you are requesting. Please attach any additional information – resolution, etc.):

Submission of Jonathan Schmidt for appointment to the TNGDI committee.



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CITY COUNCIL PRESIDENT APPOINTMENT -- #26-03

In accordance with the Easthampton Home Rule Charter the following individual is presented for appointment by the City Council President:

<u>Name</u>	<u>Position</u>	<u>Expiration Date</u>
Jonathan Schmidt	TNGDI Committee	Dec. 31, 2029

In accordance with the City Ordinances, Chapter 2, Division 12, this appointment is hereby submitted for council review.

Submitted to the City Council Clerk on this 8th day of April, 2026.

Koni Denham, City Council President

On this _____ day of _____, 2026 the City Council hereby voted to confirm the above City Council President re-appointment.

City Council President

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 § 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, § 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]

**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.

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 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.

Written questions may be submitted by email to 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

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

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:

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 or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th 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

**Supplemental Appropriation
FY 2026**

Date: 2/26/2026

Request is hereby made for approval of the following appropriation:

1. Amount requested: **\$48,000** Notal G. Patel
(Auditor's Approval)

2. To be transferred from: # Free Cash 001.0001.3590: \$48,000

3. To be transferred to:

#2310.5131	\$9,000
#2310.5142	\$39,000

4. The amount requested will be used for the following purpose:

#2310.5131- These funds will go towards EMS overtime call backs for the remaining part of the year.

#2310.5142 – Funds for personnel paramedic stipends. Needed due to change in contractual requirements.

Salem Derby

Salem Derby, Mayor

Christy Patel

Department Head Signature

City Council Action

Date of City Council meeting April 8, 2026
Date referred to Committee April 8, 2026
Public hearing date _____ Date of Advertising: _____
Number present & voting _____ Appropriation approved \$ _____
Appropriation Disapproved \$ _____

Mayoral Approval

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

City Council Action

Date of City Council meeting April 8, 2026
Date referred to Committee April 8, 2026
Public hearing date _____ Date of Advertising: _____
Number present & voting _____ Appropriation approved \$ _____
Appropriation Disapproved \$ _____

Mayoral Approval

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

City Council Action

Date of City Council meeting: April 8, 2026
Date referred to Committee: April 8, 2026
Public hearing date: _____ Date of Advertising: _____
Number present & voting: _____ Appropriation approved: _____
Appropriation Disapproved: \$ _____

Mayoral Approval

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

**Supplemental Appropriation
FY 2026**

Date: 3/31/26

Request is hereby made for approval of the following appropriation:

1. Amount requested: \$5,000.00 *Natal G. Bittel*
(Auditor's Approval)

2. To be transferred from: Free Cash \$5,000.00
001.0001.3590

3. To be transferred to: Collector - Part Time \$5,000.00
001.1460.5117

4. Description

To fund new Clerks position in the Tax Collector's Office for the remainder of FY26



Salem Derby, Mayor

Lori D Reynolds

Department Head Signature

City Council Action

Date of City Council meeting April 8, 2026

Date referred to Committee April 8, 2026

Public hearing date _____ Date of Advertising: _____

Number present & voting _____ Appropriation approved \$ _____

Appropriation Disapproved \$ _____

Mayoral Approval

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

City Council Action

Date of City Council meeting April 8, 2026

Date referred to Committee April 8, 2026

Public hearing date _____ Date of Advertising: _____

Number present & voting _____ Appropriation approved \$ _____

Appropriation Disapproved \$ _____

Mayoral Approval

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

City Council Action

Date of City Council meeting: April 8, 2026
Date referred to Committee: April 8, 2026
Public hearing date: _____ Date of Advertising: _____
Number present & voting: _____ Appropriation approved: _____
Appropriation Disapproved: \$ _____

Mayoral Approval

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

City Council Action

Date of City Council meeting: April 8, 2026
Date referred to Committee: April 8, 2026
Public hearing date: _____ Date of Advertising: _____
Number present & voting: _____ Appropriation approved: _____
Appropriation Disapproved: \$ _____

Mayoral Approval

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

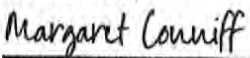
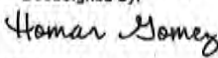
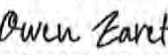
City Council Action

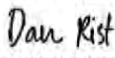
Date received by City Council: November 18, 2020

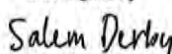
Date referred to Subcommittee: November 18, 2020

Public hearing date: Dec. 2, 2020 Advertisement date: Nov. 21, 2020

Number present & voting: 9 Appropriation approved: \$ 374,000.00

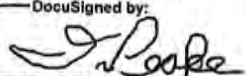
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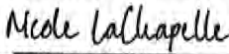
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Date of City Council approval: Dec. 2, 2020

Amount approved: \$ 374,000.00

Department transferred to: Mt. Tom Trailhead Park Development
#026.1720.4399.6588.2021

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

DocuSigned by:

 93532898A852422...
 Nicole LaChapelle, Mayor

12/8/2020
 Date of Approval

Reply | Delete | Junk | ...

X

Payment Information:

Date:	Order#	Type
11/19/2020	86185	BILLED ACCOUNT

Total Amount: 211.31

Tax: 0.00

Amount Due: 211.31

- Thank you for your business!

Ad Copy



PUBLIC HEARINGS

Notice is hereby given that the Easthampton City Council will hold the following public hearings on Dec. 2, 2020 at 6:15 p.m. The meeting will be held remotely (instructions for watching are contained in the City Council's agenda on www.easthamptonma.gov):

FY 2021 Tax Classification: As required by MA General Laws Chapter 40, Sec. 5B, the City Council will vote to determine the percentages of the local tax levy to be borne by each class of real property as defined in General Laws, Chapter 59, Sec. 2A, and personal property, for FY 2021.

Supplemental Appropriations:

- \$135,000 from Free Cash for Fire Dept. overtime.
- \$374,000 from Capital Stabilization to show availability of funds for the Mt. Tom Trailhead Park development PARC grant.
- \$176,000 from CPA Funds for design, construction drawings & construction of the Mt. Tom North Trailhead Park.
- \$9,850 from CPA Funds to conduct a historical survey of the Mt. Tom North Trailhead Park site.

For more information, email cityclerk@easthamptonma.gov.

Margaret A. Conniff
 President
 Easthampton City Council
 November 21
 86185

City Council Action

Date of City Council meeting: April 8, 2026
Date referred to Committee: April 8, 2026
Public hearing date: _____ Date of Advertising: _____
Number present & voting: _____ Appropriation approved: _____
Appropriation Disapproved: \$ _____

Mayoral Approval

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

Supplemental Appropriation FY 2022

Date: August 25, 2021

Request is hereby made for approval of the following appropriation:

1. Amount requested: \$ **245,412**

DocuSigned by:
Hetal Patel
DD980CE494FD49D

(Auditor's Approval)

2. To be transferred from: # 084 General Stabilization

3. To be transferred to: FY22 LAND Grant Reservation Road
026-1720-4680-6589-2022
\$ 245,412

4. The amount requested will be used for the following purpose:
For the acquisition of 5.5 acres for open space on Reservation Road, including closing cost and due diligence.

DocuSigned by:
Nicole LaChapelle
9353269BA652422

Nicole LaChapelle, Mayor

DocuSigned by:
Jeff Bagg
407FAB8045614DE...

Department Head Signature

City Council Action

Date of City Council meeting Sept. 1, 2021
Date referred to Subcommittee Sept. 1, 2021
Public hearing date Sept. 22, 2021 Date of Advertising: Sept. 11, 2021
Number present & voting 8 Appropriation approved \$ 245,412.00
Appropriation Disapproved \$ ----

DocuSigned by:
Margaret Conniff
05C560CEC4EB40D

DocuSigned by:
Erina Flood
1834D68DGG024DE

DocuSigned by:
Homar Gomez
BF37EFE901814CC

DocuSigned by:
Salem Derby
07EED090E4D45A

DocuSigned by:
Amosy Potuswila
2464B26DE9B94FE

DocuSigned by:
Owen Bart
D178C5B1CD3F45F

DocuSigned by:
J. Poole
041F147A9F1941C

Mayoral Approval

Date of City Council approval Sept. 22, 2021
Amount approved \$ 245,412.00
Department transferred to: FY '22 LAND Grant Reservation Rd. (#026-1720-4680-6589-2022)

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

DocuSigned by:
Nicole LaChapelle
9353269BA652472
Nicole LaChapelle, Mayor

9/25/2021
Date of Approval

PUBLIC HEARINGS

Notice is hereby given that the Easthampton City Council will hold the following remote public hearings on September 22, 2021 at 8:15 p.m. For zoom connection information see the Sept. 22 nd City Council agenda on www.easthamptonma.gov/Government/Agenda&Minutes.

Supplemental Appropriations:
\$125,000.00 from Cannabis Stabilization to cover expenses/funding shortfall for Main St. paving and drainage project.

\$245,412.00 from General Stabilization and \$21,598.00 from CFA funds for the acquisition of 5.5 acres for open space on Reservation Rd. including costs & due diligence.

For more information email cityclerk@easthamptonma.gov.

Margaret A. Conniff
President Easthampton City Council

Sept 11

187492

Supplemental Appropriation
FY 2026

Date: 4/2/26

Request is hereby made for approval of the following appropriation:

1. Amount requested: \$ 102,394.01 Hetal G. Patel 04/02/2026
(Auditor's Approval)

2. To be transferred from: Free Cash #001.0001.3590 \$102,394.01

3. To be transferred to:

Police Sick Leave Incentive	#001.2100.5153	\$ 29,963.64
Police Unused Vacation	#001.2100.5156	\$ 7,255.48
Police Overtime	#001.2100.5130	\$ 56,274.89
Police Dues/Memberships	#001.2100.5730	\$ 8,900.00

4. The amount requested will be used for the following purpose:

To cover the cost of the contractual payout for the retirement of Detective Rick Rogalski eff 10/2/25.

To cover a shortfall in overtime as a result of one officer on military deployment for approximately 6 months in FY26, 2 officers on extended periods of deployment with the US military, five officers serving intermittently with the National Guard, one new officer in the MA Municipal Police Academy until May 7, 2026 and minimal special officers available due to the police reform bill and POST requirements.

To cover the cost of seeking accreditation through the Massachusetts Police Accreditation Commission. This requires an annual membership with MPAC at \$3,220.00 annually (the pro-rated cost for FY26 was \$2,950.00) and a policy management system with PMAM Human Capital at \$5,950 annually.

Salem Derby 04/02/2026
Salem Derby, Interim Mayor

Chad Alexander 04/02/2026
Department Head Signature

City Council Action

Date of City Council meeting April 8, 2026

Date referred to Subcommittee April 8, 2026

Public hearing date _____ Date of Advertising: _____

Number present & voting _____ Appropriation approved \$ _____

Appropriation Disapproved \$ _____

Mayoral Approval

Date of City Council approval _____

Amount approved \$ _____

Department transferred to: _____

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

Salem Derby, Interim Mayor

Date of Approval



EASTHAMPTON
MASSACHUSETTS



Easthampton Police Department

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

To: Mayor Derby
From: Chad Alexander, Chief of Police
Re: FY26 Supplemental Budget Appropriation Request
Date: February 24, 2026

Mayor Derby,

I am respectfully requesting an FY26 supplemental budget appropriation in the amount of \$ 102,394.01 to cover the cost of the following expenses for the Easthampton Police Department:

1. Unforeseen contractual payout due to the retirement of Detective Rick Rogalski on October 2, 2025:
 - Total Accrued Sick Time Expense: \$29,963.64
 - Total Accrued Vacation Time Expense: \$ 7,255.48

\$37,219.12

2. Overtime Expenses: **\$56,274.89**

Unanticipated overtime expenses throughout FY26 due to members in the National Guard: One (1) officer (Ryan Karolides) being deployed with the US military to South Africa from July 1, 2025 - January 14, 2026. Sergeant Murphy

and Officer Lancto also served for extended periods of time in deployments with the US military. Furthermore, a total of five (5) officers are members of the national guard who serve their duties one weekend each month, and for two weeks per year, causing numerous shifts throughout the year needing overtime to maintain minimal staffing.

One new officer (Jordan Dunham), who was hired after the retirement of Detective Rogalski, has been in the Massachusetts Municipal Police Academy, with a graduation date scheduled for May 7, 2026, when she will begin field training. This has created one vacancy requiring numerous shifts needing to be filled with overtime since October 2, 2025, and will continue through June 30, 2026, to maintain minimal staffing.

The vacancies of all of the above shifts has created, and continues to create, additional overtime expenses on the department with the lack of special officers available to work due to the police reform bill and POST requirements. Through the pay period ending on February 12, 2026, the average amount paid in overtime per pay period in FY26 is \$8,039.27. Using estimated figures over the next three pay periods, it is estimated that the FY26 overtime line will be exhausted after the pay period April 2, 2026, leaving seven (7) pay periods in FY26. Based on our anticipated overtime expenditures for FY26 using the average amount per pay period over the remaining pay periods, we will need \$56,274.89 to cover our bottom line shortfall.

3. Dues & Memberships: **\$ 8,900**

In August 2025 the Easthampton Police Department began the process of seeking accreditation through the Massachusetts Police Accreditation Commission (MPAC), which will ensure that the Easthampton Police Department not only meets, but exceeds expectations of all aspects in policing including, but not limited to, policies, procedures, training, and departmental management &

Police Department - FY26 Supplemental Appropriation

Rogalski Buyout - Retired 10/2/2025

Sick Time	2100.5153	\$ 29,963.64	
Vacation	2100.5156	\$ 7,255.48	\$ 37,219.12

Overtime 2100.5130 **\$ 56,274.89**

Based on our total anticipated overtime expenditures for FY26 we will need \$ 56,274.89 to cover our bottom line shortfall

Dues & Memberships 2100.5730

Unanticipated costs resulting from enrolling in the Massachusetts Police Accreditation Commission & PMAM policy management

MPAC	\$ 2,950	
PMAM	\$ 5,950	\$ 8,900.00

\$ 102,394.01



CITY OF EASTHAMPTON
DEPARTMENT OF PUBLIC WORKS
50 Payson Avenue, Easthampton, MA 01027

DATE: FRIDAY, APRIL 3, 2026
TO: MAYOR SALEM DERBY
FROM: GREGORY R. NUTTELMAN, DIRECTOR PUBLIC WORKS
RE: ENTERPRISE RETAINED EARNINGS AND CAPITAL STABILIZATION APPROPRIATIONS

Dear Mayor Derby,

The Department of Public Works hereby requests funding appropriations to be made from Enterprise Retained Earnings and Capitalization Stabilization funds to support the following projects:

Maple Street Water & Sewer Replacement Design - We are requesting \$168,100 to be transferred from Enterprise Retained Earnings to support the reconstruction of Maple Street. This funding will cover design work for water & sewer utility replacements that need to occur before the roadway and sidewalks can be replaced.

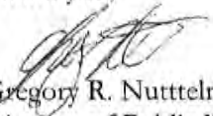
Emerald Place Water Main Replacement Project - We are requesting \$196,510 to be transferred from Capital Stabilization funds to complete the water main replacement project on Emerald Place. Unforeseen challenges on this project led to cost overruns on multiple contract items. This appropriation will fund the remaining work in the neighborhood, including restoration of pavement, sidewalks, and landscaping.

Water Meters - In the early 2000s the Water Department began installing radio enabled water meters. The lifespan of this equipment is approximately 20 years. As such, Water Department staff are dealing with increasing numbers of "non-reads" every cycle. (60-70+). We are requesting \$200,000 to be transferred from Enterprise Retained Earnings to fund water meter replacements.

WWTP Concrete Floor Repairs - The concrete floor in the sodium hypochlorite containment area at the WWTP is in need of significant repairs. Work began on this effort in 2023 but had to stop due to structural concerns that have led to additional costs. We are requesting \$150,000 to be transferred from Enterprise Retained Earnings to fund this effort.

I respectfully ask the City Council to schedule a public hearing on this request at their earliest convenience.

Thank you,


Gregory R. Nuttelman
Director of Public Works


04/03/2026

**Supplemental Appropriation
FY 2026**

Date: April 03, 2026

Request is hereby made for approval of the following appropriation:

1. Amount requested: \$ **200,000.00** *Natal S. Patel*
(Auditor's Approval)

2. To be transferred from: Enterprise Retained Earnings \$200,000.00

3. To be transferred to:

FY26 Water Meters
(060.4510.5537.2026) \$200,000.00

4. The amount requested will be used for the following purpose:

This appropriation will fund the purchase of water meters and associated metering equipment.

Salem Derby

Salem Derby, Mayor



Department Head Signature

City Council Action

Date of City Council meeting April 8, 2026
Date referred to committee April 8, 2026
Public hearing date _____ Date of Advertising: _____
Number present & voting _____ Appropriation approved \$ _____
Appropriation Disapproved \$ _____

Mayoral Approval

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

**Supplemental Appropriation
FY 2026**

Date: April 03, 2026

Request is hereby made for approval of the following appropriation:

1. Amount requested: \$ **150,000.00** *Hetal S. Patel*
(Auditor's Approval)

2. To be transferred from: Enterprise Retained Earnings \$150,000.00

3. To be transferred to:

FY26 WWTP Concrete Floor Repairs \$150,000.00
(060.4461.5820.2026)

4. The amount requested will be used for the following purpose:

This appropriation will fund concrete floor repairs in the sodium hypochlorite containment area at the wastewater treatment plant.

Salem Derby

Salem Derby, Mayor



Department Head Signature

City Council Action

Date of City Council meeting April 8, 2026
Date referred to committee April 8, 2026
Public hearing date _____ Date of Advertising: _____
Number present & voting _____ Appropriation approved \$ _____
Appropriation Disapproved \$ _____

Mayoral Approval

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

**Supplemental Appropriation
FY 2026**

Date: April 03, 2026

Request is hereby made for approval of the following appropriation:

1. Amount requested: \$ **196,510.00** *Natal S. Patel*
(Auditor's Approval)

2. To be transferred from: 085 – Capital Stabilization \$196,510.00

3. To be transferred to:

FY25 CDBG – Emerald Place Water
(026.1870.4976.5682.2025)

\$196,510.00

4. The amount requested will be used for the following purpose:

This appropriation will fund construction restoration work on Emerald Place, including pavement, sidewalks, and landscaping.

Salem Derby
Salem Derby, Mayor


Department Head Signature

City Council Action

Date of City Council meeting April 8, 2026

Date referred to committee _____

Public hearing date _____ Date of Advertising: _____

Number present & voting _____ Appropriation approved \$ _____

Appropriation Disapproved \$ _____

Mayoral Approval

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

**Supplemental Appropriation
FY 2026**

Date: April 03, 2026

Request is hereby made for approval of the following appropriation:

1. Amount requested: \$ **168,100.00** *Hetal S. Patel*
(Auditor's Approval)

2. To be transferred from: Enterprise Retained Earnings \$168,100.00

3. To be transferred to:

 FY26 Maple St. Water & Sewer Replacement \$168,100.00
 (060.4510.5830.2026)

4. The amount requested will be used for the following purpose:

This appropriation will fund design, bidding and construction phase engineering services to support the reconstruction of Maple Street.

Salem Derby

Salem Derby, Mayor



Department Head Signature

City Council Action

Date of City Council meeting April 8, 2026
Date referred to committee April 8, 2026
Public hearing date _____ Date of Advertising: _____
Number present & voting _____ Appropriation approved \$ _____
Appropriation Disapproved \$ _____

Mayoral Approval

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

City Council Action

Date received by City Council: April 8, 2026

Date referred to Committee: April 8, 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

City Council Action

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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