

Belchertown EDIC
Meeting

July 19, 2017

Members

Bill Terry ___x___ Jonathan Spiegel ___0___ Beth Maroney ___x___
Kirk Stephens ___x___ Bob Rivard ___x___ Rich Kump

Meeting Open ___7:02 p.m.____
Small Meeting Room, Town Hall

Guest, Presenters, Observers;

Claire O'Neill, Mass Development.

Media

Pat Barry; Community Television

Agenda Item #1 Adoption of Minutes

Mr. Terry indicated we would delay this item till later in the meeting

Agenda Item #2 Payables

Several payables were submitted from Mr. Kuc for ongoing site activities, one for \$155 for securing doors to several buildings. Rich Kump Moved to pay Mr. Kuc \$155.00 as per his Invoice Bill Terry seconded. Vote 5 – 0 – 0

The second invoice was for ongoing work to be completed this present week for \$2,600 which included relocating gates, moving rocks and logs.

Mr. Terry Moved to authorize the payment subject to Mr. Stephens accepting the work completed. Mr. Terry indicated that Mass Dev (MD) had approved this payment.

Ms. Maroney seconded

Vote 5 – 0 - 0

Agenda Item #3 Additions to Agenda

Ms. Maroney is waiting to hear from Dan Hayes on the Audit Report. Mr. Terry mentioned that we could prepare a two year report in short order if we submitted a few more months of data.

Mr. Stephens mentioned that ground conditions had deteriorated in places where dumping had occurred, metal objects and brush piles made it difficult to brush hog. Some of the debris left behind came with excavator tracks that will impact the smooth passage of the hogging tractor and that perhaps some bulldozing might be in order to clean up and smooth out the site prior to brush hogging. The entire brush hog operation could be around \$5,200 considering.

Mr. Terry elaborated on the bigger game plan to wait till the leaves are down and the weeds dried back to see better what the constraints were. Discussion ensued about the Spring groundbreaking for Grantham and that things needed to look good early April 2018 so postponing the operation would not solve much. Ms. O'Neill and Mr. Stephens are to meet on site to look over the problem areas and get back with updates.

Mr. Terry indicated that we would be moving to Executive Session to discuss terms and conditions of a parcel that is under consideration at the present time. We will not return to open meeting upon a roll call vote to close the Executive Meeting.

Agenda Item # 4 Development Status

Ms. Claire O'Neill brought the Board up to speed on the current stage of abatement and demolition and the next steps to be undertaken in the coming fiscal year. She indicated that we were in the funding loop in the current budget being submitted for the Governor's approval, and MD is waiting a firming up of the exact number. There is money appropriated for design of the roadway that will serve the Assisted Living Facility, and the Operational Funds for 2018 are in place.

An arborist is updating the tree survey and doing conditions analysis to determine what needs doing and looking at the vine growth that threatens the health of some of the significant species. The Town is going out to bid on the extension of Front St. and should have more information after the bid deadline which is the first week in August.

Ms. O'Neill circulated the latest version of the Site Plan by Gale Associates which showed a roundabout in the center of the site as a traffic calming feature and indicated that there were sidewalks and street trees and street lights being proposed for both sides of the street. She ran this plan by Gary Brougham and Steve Williams at DPW

Ms. O'Neill discussed the application which is being submitted later in the week for MassWorks infrastructure funds and that Mr. Terry was given a draft of a support letter which will accompany the application to MassWorks.

Bob Rivard moved to authorize the Chairman to endorse the letter of support which was circulated via e-mail to the Honorable Secretary of the Executive Office of Housing and Economic Development, Mr. Jay Ash. In support of our application.

Rich Kump seconded.

Vote 5 - 0 - 0

Ms. O'Neill discussed the new signs that were installed on site to spur the interest of the local community in relocating to our site. They will be undertaking another marketing campaign to encourage Letters of Interest or request for information about the status of development.

Ms. O'Neill circulated a Contract from Michelle A Roberts, a Coldwell Banker Real Estate Associate Broker who was interested in introducing our site to a National Clientele. She would act as a Facilitator and introduce potential buyers to the site and enter into discussions with Ms. O'Neill concerning various parcels. This Contract would obligate the EDIC to pay a 3% Commission fee to the Facilitator for a Buyer of a parcel due and payable only upon closing on the Real Estate. This is a non-exclusive contract and the Agent acknowledges that EDIC and its Agent MassDev has independently sought buyers for part and parcel of the property which would obviate paying commissions.

The discussion centered on an end date for the contract and the timeline set in motion if a party is introduced to the site but the closing does not happen within a specified interval. The Board in general favored a one year interval.

Bill Terry moved to authorize the Chair to execute the agreement with Michelle A Roberts, with the understanding that this agreement does not establish an Agency relationship with the Facilitator. Mr. Kump suggested a friendly amendment to the Contract in section six to replace gender specific designations concerning the Facilitator or the BEDIC

Kirk Stephens seconded the amended motion

Vote 5 – 0 – 0

Claire O'Neill discussed the formal award of the two EPA grants (\$400,000) that Mr. Terry will accept on behalf of the Board at the River Mills Senior Center in Chicopee next Thursday. Mr. Henderson from Mass Dev will be on board with Mr. Terry to accept the cardboard check! Tighe and Bond will be developing plans for the infrastructure improvements, plans to be completed sometime in October.

Return to Agenda Item # 1 Adoption of Minutes

Bill Terry moved to accept the meeting minutes submitted by Beth Maroney at the beginning of this meeting for the meeting that took place on June 21, 2017.

Kirk Stephens seconded. Vote 3 – 0 – 2 Mr. Kump and Mr. Rivard abstained.

Agenda Item # 5 Member Time

Nothing additional at this time.

Agenda Item #6 Adjournment of Regular Meeting

Mr. Terry Moved to end the regular meeting at 8:02 p.m. and thanked Ms. Barry for her attendance, and indicated that we would enter into Executive Session on roll call vote not to return to open meeting under Mass Gen Law 30A section 21 sub-section 6 of the Open Meeting Law to discuss terms and conditions of a Sale. Ms. Maroney seconded.

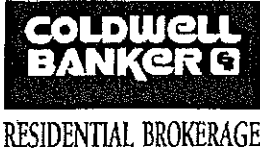
Mr. Kump Aye, Mr. Stephens Aye, Mr. Rivard Aye, Ms Maroney Aye, Mr. Terry Aye.

Respectfully Submitted



Bob Rivard

Director



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ColdwellBankerHomes.com

Compensation to Facilitator Agreement

This Compensation to Facilitator Agreement ("Agreement") is made this 19th day of July, 2017 ("Effective Date") by and between Coldwell Banker Residential Brokerage, which maintains a place of business at 4 Monument Square, Leominster, MA 01453-5712 (hereinafter "Facilitator") and Belchertown Economic Development Industrial Corporation who maintains a place of business at 2 Jabish Road, Belchertown, MA 01007 (hereinafter "Owner").

WHEREAS, Owner intends to develop a mixed-use planned development at the former Belchertown State School in Belchertown, MA 01007, commonly referred to as Carriage Grove, that consists of approximately 90 acres located off of Route 202 in Belchertown, MA, or certain portions thereof (hereinafter the "Property"); and

WHEREAS, Facilitator desires to refer potential buyers of the Property (or certain portions thereof) to the Owner, or its agent, Massachusetts Development Finance Agency ("Agent"), and receive compensation as set forth herein; and

WHEREAS, Owner and Facilitator are hereinafter referred to collectively as the "parties"; and

WHEREAS, the parties have agreed to the foregoing upon the terms, conditions and provisions set forth herein;

NOW THEREFORE, Owner and Facilitator hereby agree as follows:

- (1) **Scope of Facilitator's Services.** Owner acknowledges the fact that Facilitator, and its "licensee", Michelle A. Roberts, are assisting potential buyers to purchase the Property (or certain portions thereof), pursuant to M.G.L. c. 112, section 87AAA3/4. The acceptance or rejection of any offer to purchase or otherwise occupy the Property or any portion thereof shall be at Owner's sole, absolute and unconditional discretion. Owner may reject any such offer with or without reason. The Facilitator shall communicate only with the Agent. The Facilitator's licensee shall provide the Agent (via electronic mail to its representative Claire O'Neill coneill@massdevelopment.com) with written notice of any potential buyer ("potential buyer") that it will show the Property. The Agent, through its representative Claire O'Neill, will confirm with licensee whether the potential buyer has already contacted Owner or Agent independently.

- (2) **Sales Commission.** If the Property or any portion thereof or interest therein is sold to any potential buyer that the Facilitator brought to the Agent and has negotiated on behalf of the potential buyer during the term, then Owner shall pay facilitator a sales commission equal to three percent (3%) of the gross sales price. A sales commission shall be paid only if a closing actually occurs. Payment to Facilitator shall be made at the time of closing.
- (3) **Facilitator's Acknowledgment.** The Facilitator acknowledges that Owner is and has: (i) independently listed and advertised the Property in newspapers, trade journals and other associated advertising channels, (ii) spoken with several interested parties for the Property, and (iii) issued requests for proposal and/or information for the Property. The Facilitator shall not receive any compensation for a sale, lease or other transfer of the Property that was due to the Owner or Agent's activities.
- (4) **Term and Termination.** This Agreement shall have a term of one (1) year, which shall commence on the Effective Date and shall expire on the date one (1) year thereafter. The Owner may, in its sole discretion, extend the term of this Agreement for two (2) additional terms of one (1) year each. Notwithstanding anything to the contrary in the foregoing, this Agreement may be terminated by either Facilitator or Owner at any time upon written notice to the other at the address listed in the first paragraph. Upon termination or expiration, Facilitator shall provide the Agent with a final report with the following: (1) a list of all offers to purchase that have been entered into with the anticipated closing date; and (2) a list of all pending offers to purchase ("Potential Sales"). For a period of one (1) year after the termination or expiration of this Agreement, Facilitator may receive a sales commission as stated above in paragraph 2 if the sale closes within the one (1) year time period and was listed on the Potential Sales sheet.
- (5) **Relationship.** The parties acknowledge that the source of payment of the fee to Facilitator has no effect on the agency relationship of any of the parties and does not create an agency relationship of any kind between Facilitator and Owner.
- (6) **Signatories' Warranties.** Each signatory to this agreement warrants and represents that s/he has full authority to sign this agreement on behalf of the party for whom s/he signs and that this agreement binds such party.
- (7) **Entire Agreement.** This agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all prior modification or alternation of this agreement shall be valid or binding unless made in writing and signed by both parties.
- (8) **Real Estate Licensee-Consumer Relationship Disclosure.** By signing the below, Owner hereby warrants and represents that it has received the Massachusetts Mandatory Real Estate Licensee Consumer Relationship Disclosure signed by Facilitator on 6/16/17.

Coldwell Banker Residential Brokerage

Belchertown Economic Development Industrial Corporation

By: Michelle A. Roberts
Name: Michelle A. Roberts
Its: Associate Broker

By: William A. Terry
Name: WILLIAM A. TERRY
Its: CHAIRMAN

Date: July 19, 2017

Date: July 25, 2017