

## Belchertown EDIC

Meeting  
Sep 20, 2017

Members: Bill Terry \_\_\_x\_\_\_ Jonathan Spiegel \_\_\_x\_\_\_ Beth Maroney \_\_\_o\_\_\_  
Kirk Stephens \_\_\_x\_\_\_ Bob Rivard \_\_\_x\_\_\_ Rich Kump \_\_\_x\_\_\_

Meeting Open \_\_\_7:04 p.m. - Small Meeting Room, Town Hall

### Guest, Presenters, Observers;

Claire O'Neill, Mass Development.

Brian Giggey, Andrew Kilduff, Tim Tensen, Ron Aponte

Media: Pat Barry; Community Television

### Agenda Item #1 Adoption of Minutes

Mr. Terry Moved to Accept the Minutes of Aug 16th Regular Meeting

Kirk Stephens, Seconded

Discussion Bob Rivard asked about the Compensation Agreement with Michelle Roberts.

Mr. Terry indicated the Board voted this at the July 19<sup>th</sup> meeting, and the agreement was executed on July 25<sup>th</sup>. A copy was included for the record. - Voted 4 – 0 – 1 (Rich K.)

### Agenda Item #2 Payables

Mr. Stephens indicated that Mr. Kuc was looking for an installment payment (\$1,500 about ¼ of the total amount) on his work mowing, removal of metal objects and debris near the buildings in the tall growth. The Board asked what percentage of the work was presently completed, how much more time to completion. About ¼ is done. Full completion of the work was imminent.

Kirk Stephens Moved to pay Mr. Kuc \$1,500 - Jonathan Spiegel Seconded

Mr. Terry queried Ms O'Neill to ascertain if MassDev was in agreement, Ms O'Neill concurred and asked to get a copy of the Invoice. Voted 5 – 0 – 0

Mr. Terry presented and Invoice from David Graff for his work on documenting and reporting about the Howard clockworks from the Administration Building.

Mr. Terry Moved to Pay \$600 - Mr. Stephens seconded Voted 5 – 0 – 0

### Agenda Item #3 Additions to Agenda

Mr. Rivard indicated that Andrew Kilduff would be presenting information on the work he has completed on a Trail system, working with the Conway School and a Planning Department Grant.

Mr. Terry began a discussion concerning the communication with the IRS about whether or not we had to file a 990 Informational Return form. Our Accountants determination was at odds with the IRS interpretation. Mr. Terry has been sending the IRS a letter for the past five years to resolve the issue. Mr. Terry indicated a phone call from the Accountant may be necessary.

Mr. Terry presented an Endorsement Change to our General Liability Coverage with return of Premium. Fewer buildings on site has lowered our costs, as well as requiring Certificates of Insurance from the Contractors and Sub-contractors, reducing our liability.

Mr. Terry introduced a letter the Board received from Hull Forest Products for a free Forestland management consultation. Mr. Stephens mentioned that we had a conversation some 3 months ago concerning the Town cutting that was to take place this fall and the access across BEDIC land as well as consideration of some limited cutting on our Parcel D to facilitate that. The item was placed in abeyance for the present time.

A request was received for a day of Canine Training on Oct 7<sup>th</sup>. Several members discussed the request. Mr. Spiegel asked about Insurance coverage. Mr. Aponte said he would take the issue of Insurance coverage up with the Police Chief to ensure that BEDIC is protected. Mr. Terry asked if Mr. Aponte would see about providing a Certificate of Insurance. Mr. Stephens interjected that the group should steer clear of the area that has yet to be mowed. Ms. O'Neill also indicated that they should avoid the area around Grantham's construction area. The Board was in favor.

Mr. Terry brought up the request from the Belchertown Day School request for a PILOT agreement with the Town. Mr. Aponte spoke about the request and the implication of negotiating an Agreement with a group which would include a member of BEDIC. Some discussion ensued.

Mr. Terry Moved to Nominate Mr. Spiegel to be our representative.

Mr. Stephens seconded. Mr. Spiegel accepted.

Voted 5 – 0 – 0

#### Agenda Item # 4 Development Status

Ms. O'Neill said she happy to see the Town moving to do the Road improvement, the new building will need utility hookups to do elevator power and interior construction lighting. An Easement request was received from National Grid for a blanket easement to run cables and locate transformers. Ms. O'Neill indicated that MassDev was inclined to limit their easement to the Right of Ways of the internal road system. They were also inclined to define the Easements in two steps, the first to feed the Grantham Assisted Living Facility and the central square area and phase two to be from Front St. to Jackson St. Mr. Spiegel questioned if we would give them a defined right of way? Ms. O'Neill indicated that it would be in the public way, and that MassDev Legal would create the document. Mr. Terry asked that the Board consider grant him the authority to review and sign the easement.

Mr. Spiegel Moved to Authorize the Chairman to review the document prepared by MassDev, to approve and execute the easement on behalf of the Board in a timely manner.

Mr. Rivard Seconded

Voted 5 – 0 – 0

Ms. O'Neill discussed the status of the Tree Survey which was conducted which identified trees in three conditions; A) Trees that should be removed B) Trees that need work; pruning and trimming, and C) Specimen trees that we should make every effort to invest in and save.

Ms. O'Neill said the EDIC should read through this document and provide feedback. Mr. Spiegel indicated that he would read through the report after Mr. Stephens reviewed it.

Ms. O'Neill said that the denial of tax credit by Mass Historic had triggered the possibility of the EDIC forming an LLC to re-apply . It was deemed on closer review to be not in anyone's best interest. She indicated that an RFP was scheduled to be released with the hope of attracting an enterprise that would qualify for tax credits. She anticipates the RFP release in the next few weeks.

The next big step is demolition of the Dorm G. Tighe and Bond are putting bid docs together. Ms. O'Neill indicated that \$2,000,000 is being released to cover the next fiscal year. Some 50% of the square footage has been removed to date.

Jonathan Spiegel asked about the site in relation to Amazon which is looking to build a facility in Mass. Ms. O'Neill said she had put some information together for Mr. Henderson even though it was a departure from what the Town and Board members had expressed as a possible use. They are looking for 500,000 square feet of space over several buildings and our site could not hold that much but some of their satellites might. Mr. Aponte thought the locations under discussion at Amazon were either Boston or Austin, Texas. No decision has been made to date.

#### Agenda Item # 5 Security

Kirk Stephens informed the Board that the Police had been very actively pursuing trespassers on the property with some 140 cases in process. The site is getting better all the time now that construction has begun. The fences and boulder placement is keeping some traffic at bay and word is getting out that trespass will not be tolerated.

#### Agenda Item #6 Member Time - Nothing Additional

#### Agenda Item #7 - Public Time

Tim Tensen and Andrew Kilduff gave the Board an overview of the work they have done conceptualizing and illustrating a Trail System around Lake Wallace and at the perimeter of our site, over to NESFI. The Board offered comments and feedback. They are circulating plans to various Boards, the Rec Department and NESFI. Jonathan Spiegel indicated they should review the conservation restriction and also reach out to Judy Gillan to get a meeting with NESFI.

Brian Giggey addressed the Board seeking information about electricity at Front St. He is potentially relocating to the vacant Garden Center to set up a business that requires three phase electricity. Ms. O'Neill said she would be in touch with National Grid Engineers concerning the Easement to Grantham and would bring information on this topic to our next Board meeting.

#### Agenda Item #8 - Adjournment

Mr Terry Moved to adjourn at 8:55 p.m. Rich Kump Seconded

Vote 5 – 0 – 0

Respectfully Submitted

  
Bob Rivard

Director

**Belchertown Economic Development Industrial Corporation**  
**2 Jabish Street**  
**Belchertown, MA 01007**

Department of the Treasury  
Internal Revenue Service  
PO Box 12192  
Covington, KY 41012-0192

Re: Taxpayer Identification Number: 04-3297395  
Tax Form: 990  
Reference Number: 0248181619

Dear Reader:

In January 1997 we requested and obtained recognition as a tax exempt organization under Internal Revenue Code (IRC) Section 501(c)(4).

The Belchertown Economic Development Industrial Corporation has subsequently determined that our Organization is in fact a governmental unit as described in Rev. Proc. 95-48, 1995-2, C.B. 418. The Corporation was established in accordance with Massachusetts General Laws, Chapter 121C and has the following characteristics:

- 1) The Organization was created by a governmental unit, the Board is appointed by an affiliated governmental unit and its members are considered special municipal employees.
- 2) The Organization is financially accountable to a governmental unit and its financial statements are subject to an annual audit.
- 3) If the Organization is dissolved, its assets will revert to another governmental unit by operation of law.

We meet the requirements to be exempted from filing Form 990 as a "Governmental Unit" or an "Affiliate of a Governmental Unit" under the procedures in Rev. Proc. 95-4, 1995-1, I.R.B. 97.

As our tax exempt status was sought in error, we no longer want to be classified as a tax-exempt entity under Internal Revenue Code (IRC) Section 501(c)(4).

Thank you for your assistance in this matter.

Sincerely,

*William A. Terry*  
WILLIAM A. TERRY

Board President



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## Maximize Your Forestland Investment

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Belchertown Economic Dev  
2 Jabish Street  
Belchertown MA 01007-9840

Dear Belchertown Economic Dev,

At Hull Forest Products, we provide superior woodland management and income-producing strategies to help landowners maximize their forestland investment and achieve their aesthetic, environmental, and recreational goals. Unlike consulting foresters who may come and go, Hull Forest Products is a permanent fixture in the forestry community. Since 1965, we have managed woodlands for public and private clients throughout New England, and we are proud to display our work. We have also earned an Environmental Merit Award from the EPA for our role in keeping working forests as forests.

Our records indicate that you currently own property in the town of Belchertown, MA. If you have ever considered harvesting some of your investment, now is the time. With the timber markets booming, we have been able to provide property owners like you with a great source of income. Our timber stand improvement work will also enhance the growth potential and future value of your forest. Call or email us for a free, no-obligation consultation. You can request that one of our licensed professional foresters meet with you, walk your property, and discuss your goals for your woodland. Visit [www.hullforest.com](http://www.hullforest.com) - select "Forestry" and then "Forestry Services" to watch our *Woodland Management* video. Call now **(800) 353-3331** or sign up online for our woodland management newsletter to be notified of free events we offer, such as woodland management tours, scheduled hikes, a complete sawmill walk-through, and much more.

Belchertown Economic Dev, now is an ideal time to harvest some of your investment while improving the health of your forest and the future volume and value your woodland can yield.

Sincerely,

**The Forestry Department  
Hull Forest Products, Inc.**

Western MA Office: One Station Road,  
Russell, MA 01071  
CT Office: 101 Hampton Road  
Pomfret Center, CT 06259  
[info@hullforest.com](mailto:info@hullforest.com)



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*"I would like to take this opportunity to compliment your employees and their work ethic. This is our second time around using your services, and I would be happy to recommend your company and its employees." -D.S., Somers, CT*



RESIDENTIAL BROKERAGE

4 MONUMENT SQUARE  
LEOMINSTER, MA 01453  
OFFICE (978) 840-4014  
FAX (978) 840-4522  
ColdwellBankerHomes.com

### Compensation to Facilitator Agreement

This Compensation to Facilitator Agreement ("Agreement") is made this 19<sup>th</sup> 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](mailto: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