



CITY OF EASTHAMPTON  
PLANNING DEPARTMENT  
50 Payson Avenue, Easthampton, MA 01027

**DATE:** THURSDAY, JANUARY 13, 2022  
**TO:** CITY COUNCIL  
**FROM:** JEFF BAGG, CITY PLANNER  
**RE:** **MASSDEVELOPMENT MEMORANDUM OF AGREEMENT– ELEMENTARY SCHOOL  
REUSE**

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Dear City Councilors,

Over the past year the Planning Department and Mayor’s office have been working to prepare for the disposition of the three elementary school properties (Center, Pepin, and Maple Elementary Schools).

The requested action is for City Council to:

*Authorize the Mayor to execute the Memorandum of Agreement with MassDevelopment to assist the Municipality in documenting existing conditions, including property surveys for the three school parcels and the public infrastructure/utilities in the adjacent areas, and supporting the town in establishing property values through appraisals for the disposition process to promote job creation and economic development (the “Project”) within the Municipality at 4 Park Street (Pepin School), 9 School Street (Center School), and 7 Chapel Street (Maple School)*

As part of the ongoing efforts to prepare a Request For Proposal for the redevelopment of the schools, several elements of due diligence have been identified that if completed would increase the likelihood of getting favorable responses from developers. In June 2021 the City applied for \$100,000 from the Commonwealth’s new One Stop For Growth program to cover the cost of a wide range of due diligence. A copy of this comprehensive application can be viewed here:

<https://easthamptonma.gov/430/One-Stop-For-Growth---Elementary-Schools>

Unfortunately, in October 2021 we were informed that we had not been awarded the grant. However, immediately following the rejection letter, MassDevelopment met with the City and proposed to undertake some of the most critical elements of the work in an effort to support the City’s efforts to successfully redevelop the school properties.

After several meetings, a site-walk, and other consultations the City is now seeking approval by City Council to authorize the Mayor to enter into a Memorandum of Agreement with Mass Development for certain services. These will include existing condition survey of the school properties and the surrounding neighborhoods (no existing survey data exists since the schools were purpose built over 100 years ago).



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These existing condition surveys are critical to potential developers as well as the City in considering future grants for upgrading infrastructure including sidewalks, crosswalks, and on-street parking. Another key element of the MassDevelopment project will investigate and evaluate the condition of the underground infrastructure, such as water, sewer and drainage. This data will position the City to begin to prepare for future improvements that are likely needed to support the redevelopment. The MassDevelopment services will also include an appraisal for each property.

The structure of the MassDevelopment MOA is such that the City will only be required to pay for these services if the City generates net proceeds from the sale and/or redevelopment of the properties. At this time no funds are needed to enter the MOA with MassDevelopment.

We strongly believe that these services are an integral part of ensuring the City will be in the best position possible to seek the redevelopment of the three properties. This project will compliment and inform the ongoing efforts of the Elementary School Reuse Committee. That group is working to prepare a draft RFP for review by City Council and is aided by a \$21,000 EEA Planning Grant issued in early 2021. To watch previous committee meetings and other relevant information please view that webpage here: <https://easthamptonma.gov/554/Elementary-School-Reuse-Committee>

This will also compliment the CPA funded work of Valley CDC who is evaluating the school properties (and others) for suitability as future affordable housing.

A copy of the MassDevelopment Memorandum of Agreement (MOA) and the scope of services are attached.

In order to maintain steady forward movement on this project, we are seeking a vote by the full City Council during your February 2, 2022 meeting.

Jeff Bagg  
City Planner

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made as of this \_\_\_\_ day of January, 2022 (the “Effective Date”), between **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, Boston, Massachusetts 02110 (“MassDevelopment”), and **CITY OF EASTHAMPTON**, a Massachusetts municipal corporation having its principal place of business at 50 Payson Avenue, Easthampton, MA 01027, (the “Municipality”). MassDevelopment and the Municipality may be individually referred to as a “Party” and collectively referred to as the “Parties.”

### RECITALS

WHEREAS, the Board of Directors of MassDevelopment have identified certain strategic initiatives for which MassDevelopment shall expend internal staff and financial resources to advance; and

WHEREAS, one strategic initiative concerns the provision of planning and other economic development services to selected Municipalities of the Commonwealth of Massachusetts; and

WHEREAS, MassDevelopment has adopted a set of criteria to apply in determining whether to assist a community with its planning and/or economic development efforts, which include the ability to:

- Attract or retain jobs,
- Create housing opportunities,
- Result in the redevelopment of urban, blighted, and/or surplus public property,
- Help economically disadvantaged communities,
- Advance smart growth,
- Advance planning and pre-development activities to a point where the private sector is compelled to invest in the project area; and

WHEREAS, MassDevelopment has determined that the Municipality’s efforts to advance job creation and economic development in the Municipality would benefit from certain planning and/or economic development services from MassDevelopment; and

WHEREAS, MassDevelopment has determined that the project is planned to result in the redevelopment of surplus public property, create housing opportunities, and help an economically disadvantaged community; and

WHEREAS, this Agreement is entered into for the purpose of assisting the Municipality in documenting existing conditions, including property surveys for the three school parcels and the public infrastructure/utilities in the adjacent areas, and supporting the town in establishing property values through appraisals for the disposition process to promote job creation and economic development (the “Project”) within the Municipality at 4 Park Street (Pepin School), 9 School Street (Center School), and 7 Chapel Street (Maple School)(the “Site”); and

WHEREAS, the Municipality and MassDevelopment agree that MassDevelopment may provide certain services in connection with the Project as further described in **Exhibit A** attached hereto and incorporated herein (the “Services”); and

WHEREAS, the Municipality and MassDevelopment intend by this Agreement to establish clearly articulated responsibilities expressly agreed upon by both Parties.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

## TERMS

1. Mutual Obligations. The Parties agree and acknowledge the following:

(a) Neither MassDevelopment nor the Municipality can guarantee any particular outcome regarding the Services, the Site, the Project, or the future related-municipal actions concerning the Site. This Agreement and the conditions and terms set forth herein are strictly preliminary in nature. Nonetheless, the obligations hereunder shall be performed diligently, reasonably, and in good faith.

(b) The Services shall be performed in a timely and expeditious manner, with a goal of completion by June 30, 2022. However, failure to meet this deadline shall not subject either of the Parties to damages under this Agreement, and shall not constitute an Event of Default (defined below).

(c) The Services may be modified, but only with the prior written consent of both Parties. MassDevelopment may withhold consent to such modification in its sole and absolute discretion.

2. MassDevelopment Obligations.

(a) MassDevelopment shall contribute, toward completion of the Services, funds not to exceed \$65,000 (the “MassDevelopment Funds”), which shall be provided pursuant to Section 5 below.

(b) MassDevelopment, with prior approval from the Municipality, shall retain consultants to implement the Services, which include, but are not limited to the consultants referenced in **Exhibit A** (the “Consultant Team”). Additionally, MassDevelopment shall manage and oversee the performance of the Consultant Team. MassDevelopment will make good-faith efforts to attend any materially important meetings or Site visits with the Municipality and the Consultant Team.

3. Municipality Obligations.

(a) With respect to the Project, the Municipality shall cooperate with MassDevelopment and the Consultant Team, including, without limitation, providing access to information, access to the Site, and facilitating meetings with Municipality officials and stakeholder community groups as needed.

(b) The Municipality shall provide reasonable in-kind services related to the Services, including staff time, organization of public meetings, and a location in which to hold said public meetings.

(c) The Municipality shall provide all reasonable cooperation, access, consents, data, and such other assistance as may be necessary to facilitate the diligent performance of the Services, MassDevelopment's oversight of the Consultant Team, and any other requirements reasonably related to the Project. The Municipality shall promptly review and comment upon the Consultant Team's work product upon request by MassDevelopment or the Consultant Team. The Municipality shall provide MassDevelopment and the Consultant Team with a single point of contact (the "Point Person") who shall be responsible for: (1) providing any and all assistance as may be reasonably required; (2) providing access to the Site; (3) providing Project-related documentation, regardless of form, and any other information reasonably requested; (4) attendance, facilitation, and sponsorship of meetings, hearings, and other such events as may be reasonably requested, including, without limitation, any necessary advertising and coordination of meetings; (5) working with, and seeking the cooperation of, private-property owners; (6) working with third-party consultants or other parties providing the Services or other services pursuant to this Agreement; and (7) promptly reviewing and commenting on any Project-related deliverables, as may be reasonably necessary. Notwithstanding anything to the contrary in the foregoing sentence, those records which are voluminous may be made available to the Consultant Team in the Municipality's offices during normal business hours.

The Point Person for the Municipality shall be Jeffrey Bagg, City Planner. The Municipality may change its Point Person by giving MassDevelopment prior notice thereof; such notice shall be in writing and shall be deemed given when delivered by hand or when received via overnight delivery by a recognized overnight delivery service with confirmation of delivery and shall be addressed to MassDevelopment pursuant to Section 13 below.

(d) The Municipality shall participate in Project-related education or training programs, which may be in on-line or webinar format ("Webinars"), at MassDevelopment's reasonable request. The Municipality shall make reasonable efforts to comply with the practices and methods described in the Webinars.

(e) Reporting. For five (5) years from the Effective Date, or upon satisfaction of the repayment obligation set forth in Section 6 below, whichever is earlier, the Municipality shall provide bi-annual update reports to MassDevelopment that include Site goals, updates, timelines, and Net Proceeds. The purpose of the update reports is to advise MassDevelopment of the status of the Site and the anticipated timeline for reimbursement of MassDevelopment Funds, as applicable. The bi-annual reports are due on or before June 1 and December 31 of each calendar

year. Thereafter, the Municipality shall provide annual reports on December 31 of each year until the date MassDevelopment has been fully reimbursed or until the date the repayment obligation set forth above has been satisfied or expires.

(f) The Municipality shall be obligated to repay MassDevelopment for the aggregate amount of MassDevelopment Funds expended for the Project pursuant to Section 6 below.

4. Third-Party Contracts. In carrying out the performance of the Services, MassDevelopment may contract or subcontract with third parties, including the Consultant Team, in MassDevelopment's sole discretion and without the need to obtain prior approval from the Municipality, but consistent with any applicable procurement laws, rules, or regulations, for goods and services, planning, design services, and other consulting services for all activities that MassDevelopment deems necessary or desirable in the course of performing the Services. Unless otherwise agreed by the Municipality, the Municipality shall not have any liability under such contracts between MassDevelopment and third Parties.

5. Contribution of Costs.

(a) Both Parties shall contribute to the cost of the Services, as provided below.

(b) MassDevelopment shall contribute to the cost of the Services an amount not to exceed the MassDevelopment Funds, as defined above. In no event shall MassDevelopment be expected to contribute more than the MassDevelopment Funds. The participation in this Agreement by MassDevelopment does not include or imply any obligation for further action or additional contribution with respect to the Site, the Services, the Project, the Municipality or otherwise.

(c) The Municipality shall contribute an in-kind donation of staff time, as well as the hosting of stakeholder meetings, all related directly to the Site and/or Project.

(d) The MassDevelopment Funds shall be held by MassDevelopment and used to pay the Consultant Team for performance of the Services.

(e) Any and all MassDevelopment Funds remaining after the expiration of the Term (defined below) or termination of this Agreement shall be the sole property of MassDevelopment and shall in no event be deemed owed to the Municipality.

6. Repayment of MassDevelopment Funds

(a) *Repayment Obligation.* If the Site, or any portion thereof, is sold, conveyed, gifted, demised, ground leased, leased, otherwise transferred, or refinanced, and as a result, the Municipality receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Project and all of the costs incurred by them in the acquisition, development, ownership, sale, conveyance, gift, demise, ground lease, or other transfer, or refinancing of the Site, or any portion of the Site (the "Net Proceeds"), then the Municipality shall reimburse MassDevelopment the full amount of the Net Proceeds up to the amount of the MassDevelopment Funds disbursed, plus an additional 10% of that amount for

MassDevelopment staff time (the “Repayment Amount”), subject to the discount schedule described in subsection (b) below.

(b) *Discount Schedule.* The repayment obligation described in subsection (a) above shall be reduced if the Municipality causes the repayment in accordance with one of the below requirements:

(i) If the Municipality repays to MassDevelopment 25% of the Repayment Amount within one (1) year of the Effective Date, the remainder of the Repayment Amount shall be forgiven and the repayment obligation shall be deemed satisfied.

(ii) If the Municipality repays to MassDevelopment 50% of the Repayment Amount within three (3) years of the Effective Date, the remainder of the Repayment Amount shall be forgiven and the repayment obligation shall be deemed fully satisfied.

(c) *Transaction Notice.* Not less than (30) business days before the Municipality’s sale, conveyance, gift, demise, ground lease, lease, or other transfer, or refinancing of the Site, or any portion thereof, the Municipality shall notify MassDevelopment in writing of the terms of the potential transaction, including, without limitation, the sale price or rental amount of the term of the lease, any transaction costs incurred since the Municipality’s most recent update report, as provided below, the amount of Net Proceeds estimated to be paid to MassDevelopment resulting from such transaction, and if applicable the schedule of payments for the Net Proceeds due to MassDevelopment pursuant to a lease.

(d) *Payment Timing.* At the closing of any sale, conveyance, gift, demise, ground lease, lease, other transfer, or refinancing of the Site, or any portion thereof, through which the Municipality receives Net Proceeds, the Municipality shall reimburse MassDevelopment the Repayment Amount via direct and prompt payment to MassDevelopment in the manner then-prescribed by MassDevelopment in writing. In the event the Municipality leases the Site, or any portion thereof, under which lease periodic payments are due to the Municipality over the term of the lease, the Municipality shall pay one-half of the rent received from each rent payment, via direct payment to MassDevelopment, in the manner then-prescribed by MassDevelopment in writing, within five (5) business days from the date the Municipality receives such rent payments, until the repayment obligation described in subsection (a) above has been fully satisfied.

(e) *Survival.* This Section 6 shall expire 30 years from the Effective Date, **but shall survive any earlier termination or expiration of this Agreement.**

7. Term; Delivery Date for Services. This Agreement shall commence upon the Effective Date and shall expire upon the earlier of completion of the Services or on **June 30, 2022**, except for those provisions which explicitly or by their nature shall survive termination of the other provisions herein (the “Term”).

8. Ownership and Use of Materials. All materials produced by MassDevelopment or the Consultant Team, including, without limitation, disks, plans, specifications, reports, manuals, pamphlets and articles, shall be the property of MassDevelopment, and shall appropriately





To the Municipality:

City of Easthampton  
50 Payson Avenue  
Easthampton, MA 01027  
ATTN: Jeffrey Bagg, City Planner

Any Party may change any of its notification information for the purpose of this Section 13 by giving the other Party prior written notice thereof in accordance herewith.

14. Default and Termination. This Agreement may be terminated:

- (a) At any time, upon the mutual written agreement of the Parties.
- (b) At the option of either Party, for any reason or no reason, upon no less than sixty (60) days' written notice to the other Party.
- (c) By either Party, upon Default (defined below) of the other Party.
- (d) Definitions.
  - (i) "Default" means the failure to cure an Event of Default (defined below) after being given a Notice of Default (defined below) and the expiration of the Cure Period (defined below).
  - (ii) "Event of Default" means a Party's failure to perform or observe any of its obligations under this Agreement, including but not limited to failing to provide the other Party with material information required to perform the Services.
  - (iii) "Notice of Default" means notice given from one Party to the other, setting forth in reasonable detail the Event of Default and identifying the applicable provisions of this Agreement. Upon being given such notice, the Party who sent the notice shall have no further obligation to the receiving Party, until and unless the Event of Default is cured, except for those obligations set forth in Section 6, above.
  - (iv) "Cure Period" means thirty (30) days after a Notice of Default is given, or the additional time, if any, that is reasonably necessary to promptly and diligently cure such Event of Default.

15. Exculpation. There shall be absolutely no personal liability on the part of MassDevelopment, its employees, directors, agents, contractors, subcontractors, invitees or guests, or on the part of the Municipality or any of its employees, agents, contractors, subcontractors, invitees or guests for monetary damages with respect to terms, covenants, and conditions of this Agreement. This exculpation of personal liability is to be absolute and without exception.

16. Publicity. Each of the Parties agree not to make, issue, or cause to be made, press releases or other publicity concerning this Agreement or the Project without the prior consent of the other Party. MassDevelopment may withhold such consent in its sole and absolute discretion.
17. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any actions arising out of this Agreement shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts, which shall have exclusive jurisdiction thereof.
18. Entire Agreement. This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memoranda and other written and oral communications, and it contains all the terms agreed on by the Parties, with respect to the subject matter hereof, and no changes in, additions to, or subtractions from, this Agreement will be binding on the Parties unless in writing and signed by MassDevelopment and the Municipality.
19. Limitation of Rights. Nothing contained herein shall be construed to confer upon any person other than the Parties hereto any rights, remedies, privileges, benefits or causes of action to any extent whatsoever.
20. Authority to Enter Agreement. Each signatory to this Agreement represents and warrants to the other that it has full power, and has taken all necessary action, to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms.
21. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.
22. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
23. Dispute Resolution. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the Easthampton City Planner and the Executive Vice President-Real Estate for MassDevelopment, who shall use their respective best efforts to resolve such dispute. In the event that the Parties cannot resolve a dispute by such informal negotiations, the Parties agree to submit the dispute to mediation. Within forty five (45) days following the date on which the dispute was first identified, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event

that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The mediation shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The Parties shall be responsible for equal shares of the costs associated with locating and obtaining the services of a mediator (the "Mediation Costs"). The period for mediation shall commence upon the appointment of the mediator and shall not exceed thirty (30) days, unless such time period is modified by mutual agreement. In the event that (i) the actual Mediation Costs exceed \$ 5,000, or (ii) the period for mediation exceeds the thirty (30) day period specified above, then either Party shall have the option to withdraw from all mediation proceedings without penalty, and the Parties may seek redress in whatever forum may be available to them under applicable law. Notwithstanding the foregoing, in the event that the nature of the Parties' dispute is such that one or both Parties are likely to suffer irreparable harm, such Party or Parties may seek immediate judicial relief without resorting to the mediation process described above.

*[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.  
THE NEXT PAGE IS THE SIGNATURE PAGE.]*

This Memorandum of Agreement is hereby EXECUTED by the Parties hereto.

Approved as to form:

**MASSACHUSETTS DEVELOPMENT  
FINANCE AGENCY**

\_\_\_\_\_  
Agency Counsel

By: \_\_\_\_\_  
Name: Cassandra McKenzie  
Title: Executive Vice President of Real Estate

*[Signature page of Memorandum of Agreement between Massachusetts Development Finance Agency and City of Easthampton]*

This Memorandum of Agreement is hereby EXECUTED by the Parties hereto.

**CITY OF EASTHAMPTON**

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

Name: Nicole LaChapelle

Title: Mayor

*[Signature page of Memorandum of Agreement between Massachusetts Development Finance Agency and City of Easthampton]*

**EXHIBIT A**  
**SCOPE OF SERVICES**



Phone 413.241.5877  
 Fax 413.747.0916  
 www.vhb.com

Engineers | Scientists | Planners | Designers

1 Federal Street  
 Bldg. 103-3N  
 Springfield, MA 01105-1121

## Scope of Work

Date: January 4, 2022

Project No.: 14381.15

**Project Name:** MassDevelopment Technical Assistance – City of Easthampton  
 PO 4638 – DO 15

		Cost Estimate	
		Amendment	Contract Total
<b>To:</b>	Ben Murphy Real Estate Services Program Manager MassDevelopment 1350 Main Street, Suite 1110 Springfield, MA 01103	Labor:	\$19,200
		Expense/ Allowances:	<u>\$35,150</u>
		<b>TOTAL:</b>	<b>\$ 54,350</b>
<b>E-mail:</b>	<a href="mailto:bwmurphy@Massdevelopment.com">bwmurphy@Massdevelopment.com</a>	<input type="checkbox"/> Lump Sum	<input checked="" type="checkbox"/> Time & Expenses
		<input type="checkbox"/> Lump Sum + Expenses	
		<input type="checkbox"/> Cost + Fixed Fee	<input type="checkbox"/> Labor Multiplier
<b>Phone No:</b>	413-731-8848 x. 1358	<b>Estimated Date of Completion:</b>	8 - 10 weeks from receipt of delivery order

As requested by MassDevelopment, and through the coordination with the City of Easthampton, VHB is providing this proposal for the development of a conceptual improvement plan for two project areas:

- Neil Pepin and Center School Area; and
- Maple Street School Area.

The Neil Pepin and Center School Area consists of the following project limits. School Street starting at the eastern limits of the curb cut for the Pride Gas Station and extending southerly to the intersection of School Street and Center Street, or approximately 450-feet. Clarke Avenue from the intersection of School Street and extending westerly to Park Street, or approximately 550-feet. The intersection of Park Street will not be included, and the survey and project limits will extend just to the west of the existing crosswalk across Clarke Avenue. The crosswalk directly in front of the Pepin School and across Park Street is included in the project limits and the pedestrian curb ramp on the opposite or west side Park Street will be surveyed. Both the Pepin School and Center School parcels are included in the project limits. Finally, the parking lot parcel on the northerly side of Clarke Avenue across from the Neil Pepin School has been added to the project limits.

The Maple Street School area consists of the following project limits. Maple Street from and including the intersection of Adams Street and Cottage Street and running easterly approximately 1,250-feet. Chapel Street from the intersection of Maple Street and extending southerly approximately 480-feet to and including the intersection of Chapel, Clarke, and Cottage Streets. The project limits also include the parcel where the Maple Street School is located.



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January 4, 2022  
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A surveyed base plan will be developed for the areas described above. Conceptual Improvement plans will be developed on the surveyed base plan for the roadways and school parcels noted above. An order of magnitude conceptual construction cost estimate will be prepared for the improvement associated with each conceptual improvement plan. A video inspection will be conducted of the sanitary sewer lines within the project area. The survey and existing conditions base plan development will be prepared by Northeast Surveys and the videoing of the sewer system by Mobile Robotics, both sub-consultants to VHB. Three virtual meetings will be held as part of this proposal. A detailed scope of work is provided below and the project limits are shown in the attached scope letters provided by Northeast Surveys.

### **SCOPE OF WORK**

#### **Task 1.0 – Existing Conditions Survey/ Base Plans - Northeast Surveys (Sub)**

Attached are two scope letters from Northeast Surveys. They include the following:

- Topographic Detail Survey, School Street & Clarke Avenue, Easthampton, MA P-21-263 dated December 15, 2021 and revised 12/21/21.
- Topographic Detail Survey, Maple & Chapel Streets, Easthampton, MA P-21-263.1 dated December 15, 2021.

In addition to the fee provided by Northeast, VHB is carrying an allowance of \$1,000 for each of the four parcels being surveyed (\$4,000 total budgeted allowance). This allowance is being carried to allow Northeast to perform additional deed research, roadway layout research, or field investigations should these parcels not be well documented within the City or at the Registry of Deeds via online sources.

#### **Task 2.0 - Video Inspection Sanitary Sewer - Mobile Robotics (Sub)**

An allowance is provided for the video inspection of the sanitary sewer lines within the project limits for the areas noted above. The following lengths of sewer are anticipated to be videoed. The limits and fee will need to be verified by our sub. VHB has reached out to Mobile Robotics for a fee, however, due to the holidays we have not yet heard back, so an allowance is being carried until this can be confirmed.

- Chapel Street approximately 500-feet;
- Maple Street approximately 1,500-feet;
- School Street approximately 500-feet;
- Clarke Street approximately 600-feet;
- Connection lengths to each of the three schools are unknown, 600-feet is being carried for pricing (200-feet for each location).

VHB will review the inspection report prepared by our sub and discuss with the City the potential improvements that are needed. The report from our sub will be provided to the City for review and VHB will coordinate with the City on





determining the improvements needed. VHB will rely on the accuracy of the information provided by the City and our sub on the result of the videoing efforts. VHB will not oversee the sewer videoing efforts. .

### **Task 3.0 – Conceptual Improvement Plan – Neil Pepin / Center School Area**

VHB will provide one conceptual improvement plan of the Neil Pepin and Center School areas described above. The plans could be broken out into a plan for each parcel and the roadway. Prior to initiating these concepts, VHB will perform a cursory review of the master planning documents prepared by others for this area and will discuss with the City the challenges and opportunities for this project area. VHB will rely on guidance from the City on improvements that should be considered for both off- and on-road. The conceptual improvement plans will review options to provide the following:

Off-Site intersection and roadway improvements featuring pedestrian access improvements, on-street parking accommodations, and active transportation elements such as bicycle and pedestrian accommodations where applicable. Roadway improvements are anticipated to fall within the existing curb limits and roadway widening is not required. If minor widening is needed, VHB will use notes to depict the approximate limit of impacts; however, it is noted that the impacts due to grading outside the curb line will not be detailed since this the plan is being prepared to a conceptual design level. An order of magnitude construction cost estimate will be included for the improvements proposed. VHB has budgeted 43 hours for the preparation of one conceptual improvement plan.

On-Site improvements for the Center School and Neil Pepin School properties featuring improved Site access, off-street parking layout improvements, and landscaped areas, as and if applicable. The project limits will fall within the surveyed limits only and it is anticipated that parking improvements will fall within the existing impervious areas. It is also anticipated that existing green space will remain. VHB will coordinate with the City prior to advancing any concept sketch for these parcels to make sure we understand the future needs. One conceptual improvement sketch will be provided and an aerial could be used to depict existing conditions in addition to the surveyed base plan. VHB has budgeted 11 hours for the preparation of this concept.

### **Task 4.0 – Conceptual Improvement Plan - Maple School Area**

VHB will provide one conceptual improvement plan of the Maple School area described above. The plans could be broken out into a plan for the parcel and the roadway. Prior to initiating these concepts, VHB will perform a cursory review of the master planning documents prepared by others for this area and will discuss with the City the challenges and opportunities for this project area. VHB will rely on guidance from the City on improvements that should be considered for both off- and on-road. The conceptual improvement plans will review options to provide the following:

Off-Site intersection and roadway improvements featuring pedestrian access improvements, on-street parking accommodations, and active transportation elements such as bicycle and pedestrian accommodations where applicable. Roadway improvements are anticipated to fall within the existing curb limits and roadway widening is not required. If minor widening is needed, VHB will use notes to depict the approximate limit of impacts; however, it is noted that the



impacts due to grading outside the curb line will not be detailed since this the plan is being prepared to a conceptual design level. An order of magnitude construction cost estimate will be included for the improvements proposed. VHB has budgeted 47 hours for the preparation of one conceptual improvement plan.

On-Site improvements for the Maple Street School property featuring improved Site access, off-street parking layout improvements, and landscaped areas, as and if applicable. The project limits will fall within the surveyed limits only and it is anticipated that parking improvements will fall within the existing impervious areas. It is also anticipated that existing green space will remain. VHB will coordinate with the City prior to advancing any concept sketch for these parcels to make sure we understand the future needs. One conceptual improvement sketch will be provided, and an aerial could be used to depict existing conditions in addition to the surveyed base plan. VHB has budgeted 9 hours for the preparation of this concept.

#### **Task 5.0 – Virtual Meetings and Coordination**

VHB will attend a virtual kick-off meeting at the start of the project to discuss issues, opportunities, and parcel redevelopment needs. A second meeting will be held virtually to discuss the concepts for each project area noted above. It is anticipated that these meetings will include MassDevelopment and the City. Following these two meetings, VHB will develop a final concept plan addressing any agreed upon comments from the City and/ or MassDevelopment. Construction cost estimates will be prepared following this final meeting. The budget to prepare concepts, address comments, and prepare cost estimates is included in Task 3.0 and 4.0 above. VHB will then hold one final meeting virtually to discuss the outcome of previous tasks and discuss potential next steps. Two to three VHB representatives will be in attendance at each meeting.

#### **SCHEDULE**

We will initiate our subs on their data collection efforts once we are provided a notice to proceed. The conceptual development tasks are anticipated to be completed and provided to MassDevelopment and the City within 8 to 10 weeks. This schedule is dependent on weather conditions and the ability to collect existing conditions data and the ability to schedule meetings to review milestone tasks. VHB will advise on any delays as the project advances.

#### **CITY FURNISHED INFORMATION**

In the performance of this scope of services, VHB will coordinate its efforts with those of the other project team members, as required. The City of Easthampton will provide VHB any available project related data including, but not limited to, the following:

- Existing mapping for utilities within the project area such as water, sanitary, sewer and drainage;
- Site plans of the existing schools if available;
- Acceptance plans of City roadways and/or right-of-way information pertaining to the project areas: and
- Access to the school(s) for videoing sanitary sewer connections.



Ref: 87122.21  
January 4, 2022  
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**VHB will rely upon the accuracy and completeness of City-furnished information in connection with the performance of services under this Agreement.**

### **SERVICES NOT INCLUDED**

The following services are not anticipated and therefore, not included in this proposal at this time:

- Traffic counts or analyses of any kind;
- Provide more than one concept per area. If major revisions are needed following the review of the concepts provided, an Amendment to this contract could be required.;
- Survey or base mapping prepared to a MassDOT format;
- Preparation of any design documents beyond a conceptual design;
- Environmental due diligence of any kind;
- Drainage studies and/or the design of storm drains or rain gardens;
- Road Safety Audit or crash data review;
- Soil borings and geotechnical engineering of any kind;
- Retaining wall design;
- Detailed landscaping plans;
- Investigation, identification testing, or analysis of hazardous waste or materials; and
- Pavement borings, test pits or the development of a pavement design.

It is assumed that a road opening permit or other is not required for any field work. Should services be required in these areas, or areas not previously described, VHB will prepare a proposal or Amendment, at the Mass Development's written request, that contains the Scope of Services, Compensation, and Schedule to complete the additional services.



### COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a Time and Materials (T&M) basis. The Maximum Limit for Labor (not including expenses) for this Scope of Services is \$ 19,200, allocated approximately as follows:

<b>Task No.</b>	<b>Task Name</b>	<b>Total Fee</b>
1.0	Existing Conditions Survey/ Base Plans - Northeast Surveys (Sub)	\$ 0
2.0	VHB Review of Video Inspection Sanitary Sewer - Mobile Robotics (Sub)	\$ 1,620
3.0	Conceptual Improvement Design – Neil Pepin / Center School Area	\$ 7,340
4.0	Conceptual Improvement Design – Maple School Area	\$ 7,560
5.0	Virtual Meetings and Coordination	\$ 2,680
<b>VHB Labor Total</b>		<b>\$ 19,200</b>
	VHB Expenses (police details, mileage, materials, printing, copies, etc.)*	\$ 2,000
	Northeast Surveys (Sub) - Neil Pepin / Center School Area*	\$ 8,750
	Northeast Surveys (Sub) -Maple Street School Area*	\$ 11,900
	Additional Property Research - Allowance \$1k per four locations*	\$ 4,000
	Video Inspection Sanitary Sewer - Mobile Robotics (Sub) - Neil Pepin / Center School Area – Allowance*	\$ 3,500
	Video Inspection Sanitary Sewer - Mobile Robotics (Sub) – Maple Street School Area – Allowance	\$ 5,000
<b>SubConsultant/Expense Total</b>		<b>\$ 35,150</b>
<b>Total:</b>		<b>\$ 54,350</b>

\* In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: survey, video inspection, property research costs, printing and copies; mileage; postage and police details. These direct expenses will be billed at cost. If subconsultants and subcontractors are engaged by VHB for this project, and are therefore under contract to VHB, their services will be invoiced at their actual cost. VHB will not exceed the total estimated Labor Fee or estimated SubConsultant/Expense costs as stated herein without the written approval of MassDevelopment.

January 6, 2022

Ms. Claire O'Neill  
SVP, Real Estate Planning  
MassDevelopment Finance Agency  
99 High Street, 11<sup>th</sup> Floor  
Boston, Massachusetts 02110

RE: Real Estate Appraisals of:  
1.)Center Elementary School  
2.)Pepin Elementary School  
3.)Maple Elementary School  
Easthampton, Massachusetts

Dear Ms. O'Neill:

This letter is in response to your request to provide a fee and time frame proposal to complete appraisals of the above-mentioned properties.

To ensure a mutual understanding of the scope of this assignment, the following information is inclusive of the salient facts respecting the appraisal reports.

### Identification of the Properties to be Appraised

- 1.)Center Elementary School
- 2.)Pepin Elementary School
- 3.)Maple Elementary School  
Easthampton, Massachusetts

### The Intended User of the Appraisals

Ms. Claire O'Neill  
SVP, Real Estate Planning  
MassDevelopment Finance Agency  
99 High Street, 11<sup>th</sup> Floor  
Boston, Massachusetts 02110

### Purpose and Intended Use of the Appraisals

The purpose of the appraisals is to provide an opinion of the Market Value of the fee simple interest in each of the subject properties on an "as is" basis. The intended use of the appraisals is for asset valuation in conjunction with internal business use.

Ms. Claire O'Neill  
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Type of Appraisals

The appraisals will be transmitted in the format of Restricted Appraisal Reports. One electronic copy of the reports containing electronic signatures and photographs will be provided.

Fee/Payment

The fee for this assignment will be \$7,000. The fee is due upon completion of the assignment.

Delivery Date

The appraisals will be completed within 5-6 weeks of the date of formal engagement.

It is agreed by the client(s) that this agreement is a Massachusetts contract, and any disputes arising hereunder are to be governed by the laws of the Commonwealth of Massachusetts, and shall be resolved through the process of binding arbitration.

The reports will conform to the current Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of The Appraisal Foundation, and the appraisals will not be based on any predetermined minimum or maximum valuation.

Should you elect to engage Crowley & Associates, this letter can serve as your acceptance by signing and returning a copy of this letter to Crowley & Associates, 70 Post Office Park, Suite 7011, Wilbraham, MA 01095.

If you require further information or have any questions pertaining to this proposal, please do not hesitate to contact me at 413-682-0050.

Ms. Claire O'Neill  
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Respectfully submitted,



Michael F. Crowley, MAI  
President  
MA General Certification #571

ACCEPTANCE:

By: \_\_\_\_\_  
Ms. Claire O'Neill, SVP, Real Estate Planning  
MassDevelopment Finance Agency

\_\_\_\_\_ Date