

Selectboard Executive Session
1 Avenue A, Turners Falls, MA
Monday, March 18, 2024
7:32 PM

RE: Executive Session under G.L. c.30A §21(a)(6) to consider the purchase, exchange, lease or value of real estate, related to a Land Development Agreement with Power Street LLC for 15 Power Street, Turners Falls, MA, Votes may be taken.

Present: Selectboard: Richard Kuklewicz, Christopher Boutwell and Matt Lord, Town Administrator Steve Ellis, Assistant Town Administrator Walter Ramsey; Executive Assistant, Wendy Bogusz

Documents:

- Real Estate Agreement dated 6/26/2017;
- Response to the Commercial Homesteading Program, Request for Proposals for the property at 15 Power Street, Turners Falls, MA Railroad Salvage Annex Proposal

Kuklewicz opens the meeting at 7:32 PM.

Ramsey:

- In 2017 the Town entered into a LDA with Power Street, LLC and sold the property for \$1,000 through the Commercial Homesteading program, with the understanding the plan for residences on the second floor and commercial space on the first floor would be implemented by June 2019.
- Some investments have been made on the property, a new sprinkler system, cleaned up the site, did some exterior improvements, he buttoned up the envelope. He basically took ownership and maintained the property and has paid taxes on it since then.
- Where Bob got hung up on implementing his development plan is the lack of sewer access and the hook up costs are triple what he anticipated. He is now waiting for sewer hookup through the redeveloped bridge,
- A lot has gone on with the property, rezoned the area for dense housing, the sites been cleaned up with support of the EPA and MassDOT has come up with plans for a new bridge.
- The current issue is part of the LDA if Bob wants to refinance the property he needs to get express written approval from the Selectboard and in 2022 he obtained a mortgage for \$86,000 on the property without coming to the Selectboard for approval and then it was refinanced in 2023 for \$94,940. The assessed value of the property is \$106,200. Bob was supposed to get permission from the Board, which he did not and this issue was recently brought to our attention.
- We are aware he did not complete the design plans, and until he executes the project and receives a certificate of substantial completion, he needs to be held into that Land Development Agreement and shouldn't be refinancing the mortgage on the property
- We are here today to figure out what we are going to do about the mortgage
- Steve and I met with Bob last week and informed him the Board would be having this discussion in Executive Session
- Bob doesn't feel he is in the wrong, he is significantly invested in the property in his opinion, he told the Town all along why he can't develop the property. He feels strongly with his position, having the mortgage and having that being backed up by investments he's made in the property. We have not been able to document it yet, but that doesn't mean he hasn't

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done it. We reviewed the permit records and all he has is an electrical permit and we understand he has redone the fire suppression system, but we didn't find any permits or documents to that effect.

Kuklewicz states the issue is he took liens against this property with out the Boards permission.

Ramsey:

- The Town has a vision for this area and we want to make sure Bob is not in the way of a good development happening at the Railroad Salvage site. Whatever Bob does at his site we would like to facilitate a larger goof outcome for the Town and not have him get in the way of that.

Ellis:

- In conversation with Bob we wanted to make it clear we didn't want him to be blind sided when his property was on an executive session and the Town has an abiding interest in the vision that's developed there.
- He still wants to do what he originally proposed to do; he doesn't want to work counter to the Town's interests in developing affordable housing and if the Town wanted to buy him out it would probably cost us in the vicinity of \$200,000 - \$200,000
- Obear stated he thought he could only borrow up to 95% of the value of the property but he was not aware that he needed Selectboards' permission.

Lord:

- This was brought to my attention by a community member merely regarding the incompleteness of the initial project and the delayed timeline.
- It's clear he doesn't plan to do anything until there is sewer, which is entirely contrary to the original intent of the agreement.
- We sold him the property for \$1,000, waiting 15 years for it to be developed until sewer became available is not why we sold the property for \$1,000
- It's clear in the LDA that Bob was supposed to come before the Selectboard and if he didn't know, he should have looked it up.
- I think the best thing to do for the Town would be to buy him out of this
- Lord feels the Town has 4 options: 1) Status Quo, 2) Buy him out) 3) Renegotiate LDA with different terms and 4) Sue and get the land back

Discussion regarding the above options and how the Town might proceed

- Kuklewicz feels we'd be better off to renegotiate and strengthen the clause about borrowing against it. Would ask that he keeps it from being overgrown.
- Terms need to be very clear, it should say if at the end of this 6 year extension is substantial progress is not made the Town agrees to buy the property back for what he has into it, discounting taxes.
- Start the conversation but it doesn't have to be solved in two months
- Lord would like a site visit of the property
- Figure out all the terms the Board wants then talk with Jeff Blake

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Boutwell makes the motion to adjourn the executive session at 8:05 PM. Seconded by Lord, approved unanimously. Boutwell – Aye, Kuklewicz – Aye, Lord - Aye


Boutwell makes the motion to adjourn the regular meeting at 8:05 PM. Seconded by Lord, approved unanimously. Boutwell – Aye, Kuklewicz – Aye, Lord – Aye

Approved:



Richard J. Kuklewicz

Release to the Public:

 Yes

____ Not Yet

7/9/25 Date

Date Released to the Public:

7/9/25

REAL ESTATE AGREEMENT

AGREEMENT made as of this 26th day of June, 2017 (the "Agreement") by and between the **Town of Montague**, a Massachusetts municipal corporation, with an address of One Avenue A, Turners Falls, Massachusetts 01376 (referred to as the "Seller"), and **Power Street, LLC**, a Massachusetts limited liability company, having an address of 34A East Main Street, Millers Falls Massachusetts 01349 (referred to as the "Buyer").

1. Sale of Premises

- a. Seller agrees to transfer to the Buyer and the Buyer agrees to accept from the Seller, upon terms and conditions hereinafter set forth, the property known as 15 Power Street, Turners Falls (Montague), Massachusetts, and identified as Lot "2", as shown on a plan entitled "Plan of Land Prepared for Nice & Easy Properties LLC," dated November 16, 2010, recorded with the Franklin Registry of Deeds in Plan Book 133, Page 21, and described in a Judgment recorded with the Franklin Registry of Deeds in Book 6744, Page 8 (the "Property"). The property consists of 32,473 square feet and is inclusive of a two story brick building.
- b. Included in the sale as part of the Premises are all fixtures attached or appurtenant to or used in connection with the operation of the Property, including without limitation all venetian blinds, window shades, screens, screen doors, signs, furnaces, heaters, heating equipment, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, wall to wall carpeting, shrubs, plants, fences, gates, trees, air conditioning equipment and ventilators, and other electrical and mechanical fixtures, if any. Seller is not obligated to remove any of these items, whether in working order or not, and same are conveyed "as is" "where is."

2. Purchase Price.

The purchase price (the "Purchase Price") for the Premises shall be One Thousand (\$1,000.00) Dollars. An integral part of this transaction is the promise and covenant of the Buyer to make certain improvements to the Premises, as set forth in the Land Development Agreement, attached hereto as Exhibit A.

3. Contingencies.

The obligations of the parties under this Agreement are subject to the following:

- a. Title. Satisfaction by the Buyer with the Seller's title to the Premises;

- b. Disclosure. Buyer shall have complied with the disclosure provisions of G.L. c. 7C, §38, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file, and Buyer shall sign, all required statements;
- c. Financing. Buyer has produced evidence, in the way of private funding, a commitment letter from an institutional letter and/or credits/grants, to design, construct and complete the improvements at the Premises;
- d. Land Development Agreement. Agreement on the final form of a Land Development Agreement, substantially similar to the document attached as Exhibit A, which shall contain, among other terms and provisions, a schedule for the permitting, construction (including utilities) and completion of the improvements at the Premises; and
- e. Compliance. Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of the Premises by Seller.

4. Deed.

The Premises shall be conveyed by the Seller to the Buyer by a Release Deed conveying a good and clear record and marketable title thereto, free from all encumbrances except as follows:

- (i) Provisions of the State Building Code, the Zoning By-Law for the Town of Montague, Massachusetts and other applicable laws and regulations of any governmental authority in effect on the Closing Date;
- (ii) The usual public utilities servicing the Premises, if any;
- (iii) Restrictions and easements of record, if any, which do not materially affect the intended use of the Premises;
- (iv) The terms and provisions of the Land Development Agreement.

5. Closing Costs. The Buyer shall pay all of the Buyer's costs and expenses, including but not limited to, its attorney's fees, title fees and costs, if any, for title insurance in connection with the purchase of the Premises by the Buyer. The Seller shall pay all of its costs and expenses in connection with the sale of the Premises to the Buyer, including but not limited to, its attorney's fees.

6. Hazardous Waste; Indemnity. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this Agreement. Buyer will accept the Premises "AS IS". Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances ("Hazardous Materials"), as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response

Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Waste") on, in, under or emitting from the Premises or for any other condition or defect at the Premises. Buyer shall release, defend, indemnify and hold harmless Seller of any and all liability, loss, damage, costs, expenses, causes of action, suits, claims demands of judgments of any kind or nature (including attorney's fees) in any way related to the presence of Hazardous Materials at the Premises. The provisions of this Section shall survive delivery of the deed.

7. Possession and Condition of Property; No Oral Representations.

- a. No Representations or Warranties. THE SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO ANY MATTER AFFECTING OR RELATING TO THE PROPERTY, including but not limited to the physical condition thereof, and the Buyer acknowledges that no such representation or warranty has been made and agrees to take the Property in "AS IS" condition on the date of this Agreement. The Seller shall not be liable or bound in any manner by any statement or representation pertaining to the Premises which may have been furnished to the Buyer by any of the Seller's employees, representatives or agents, except to the extent that any such representation is expressly set forth herein. The Buyer has had a fair and complete opportunity to inspect the Premises and accepts them "AS IS."
- b. Possession. Full possession of the Premises, free and clear of all tenants is to be delivered to the Buyer on the Closing Date and the Premises are to be then in the same condition as they are now are, reasonable wear and tear and damage by fire or other casualty excepted.
- c. Casualty. In the event that all or a substantial portion of the Premises are destroyed by fire or other casualty during the period between the date of this Agreement and the Closing Date, the Buyer may elect to terminate this Agreement and upon receipt of such notice by the Seller, the parties hereto shall be released from any and all liability to one another arising out of this Agreement. Alternatively, the Buyer may elect to perform this Agreement, and shall accept the Premises in their then condition.
- d. Condemnation. In the event that a substantial portion of the Premises is taken by exercise of the power of eminent domain between the date of this Agreement and the Closing Date, the Buyer may elect to terminate this Agreement or may proceed with the purchase of the remainder of the Premises, and if Buyer elects to go forward, the Seller shall pay over or assign to the Buyer on the Closing Date all awards recovered or recoverable on account of any such taking, less any amounts reasonably expended by the Seller in obtaining such award.


8. Closing. The Deed is to be delivered at the Franklin Registry of Deeds at 10:00 a.m. on the Closing Date, which shall be August 1, 2017.
9. Adjustments. A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, §63A, and the amount thereof added to the purchase price at the closing. Any sewer, water, and/or fuel charges shall be adjusted as of the date of closing.
10. Acceptance of Deed. The acceptance of the Deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of the Seller contained herein or expressed, except such agreements or obligations which, by the terms thereof, are to survive the Closing or are to be performed after the delivery of such Deed.
11. Brokers. The Seller and the Buyer hereby represent to each other that there was no real estate broker who was the procuring cause of the proposed sale of the Premises to the Buyer, and they agree that, to the extent permitted by law, the party breaching the foregoing representation will indemnify and hold the non-breaching party harmless from and against any and all brokerage claims arising out of the sale of the Premises by the Seller to the Buyer, subject, in the case of the Seller, to the appropriation of funds.
12. Land Development Agreement. Seller shall convey the Premises to Buyer subject to a Land Development Agreement substantially similar in form and in content to the Land Development Agreement attached hereto as Exhibit A and incorporated herein, which the parties shall execute at the Closing and record immediately after the recording of the Deed and prior to any mortgages. The Land Development Agreement shall govern the development of the Premises.
13. Assignment. Buyer may not assign this Agreement without the consent of Seller, which may withhold said consent in its sole discretion.
14. Notices. All notices required to be given herein may be given by (a) certified mail, postage prepaid, return receipt requested, (b) by service in hand, or (c) by recognized overnight delivery service for which proof of delivery is available to the parties at their addresses listed above or to such other address as either party may direct by notice given in the manner herein provided. All notices shall be deemed to have been received, if given by overnight delivery service, when delivered; if by mail, on the third (3rd) day following its deposit to the mails; and by personal service, when delivered in hand.
15. Partial Invalidity. In the event any clause or provision of this Agreement shall be invalid or void for any reason, such invalid or void clause or provision shall not affect the remainder of this Agreement, and the balance of the provisions thereof shall remain in full force and effect.

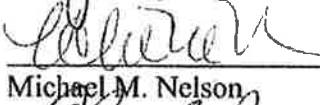
16. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
17. Entire Agreement; Applicable Law. This Agreement contains the entire understanding between the parties and supersedes all previous oral and written agreements. This Agreement is binding on and enforceable by and against the parties, their heirs, successors and assigns and shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.
18. No Waiver. No party shall be deemed to have waived any of their rights hereunder unless such waiver be in writing and signed by them. No delay or omission on the part of any party in exercising any right shall operate as a waiver of such right or any other right. A waiver on one occasion shall not be construed as a bar to or a waiver of any right or remedy on any future occasion.

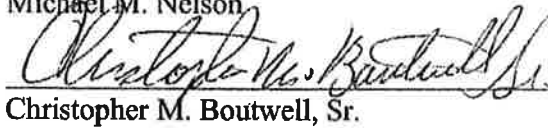
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as a sealed instrument as of the date first written above.

SELLER:
TOWN OF MONTAGUE,
By Its Board of Selectmen


Richard Kuklewicz, Chair


Michael M. Nelson


Christopher M. Boutwell, Sr.

BUYER:
POWER STREET, LLC


By: 
Robert G. Obear, Jr.
Its Manager

Exhibit A

Land Development Agreement

LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this "Agreement") is entered into this ____ day of August, 2017, by and between the **Town of Montague**, having an address of One Avenue A, Turners Falls, Massachusetts 01376 (the "Town") and **Power Street, LLC**, having an address of 34A East Main Street, Millers Falls, Massachusetts 01349 ("Developer").

Whereas, the Town is the owner a parcel of land, known as 15 Power Street, Turners Falls (Montague), Massachusetts, and identified as Lot "2", as shown on a plan entitled "Plan of Land Prepared for Nice & Easy Properties LLC," dated November 16, 2010, recorded with the Franklin Registry of Deeds in Plan Book 133, Page 21 (the "Property");

Whereas, the Town issued a request for proposals on July 26, 2016 (the "RFP," attached hereto as Exhibit A) for the sale of the Property to a person or entity that would rehabilitate the Property;

WHEREAS, on October 13, 2016 the Developer submitted a proposal (the "Proposal," attached hereto as Exhibit B) in response to the RFP and Developer was chosen as the successful proposer;

WHEREAS, the Town, for consideration of Ten Thousand (\$10,000.00) Dollars (the "Purchase Price"), is conveying the Property to the Developer, by a Release Deed (the "Deed") of even date herewith and recorded immediately prior hereto, reference to which is made for a more particular description of said Property;

WHEREAS, said conveyance is conditioned upon the Developer rehabilitating and developing the Property to implement the use of the Property as proposed by Developer in the Proposal (collectively, the "Project"); and

WHEREAS, the Developer, in partial consideration for the Property, agrees to develop the Property and undertake, at its sole cost and expense, all the work that is required to be done under this Agreement to construct, develop and complete the Project (the "Work").

NOW THEREFORE, the Developer, in consideration of the conveyance by the Town of the Property, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, hereby covenants with the Town for itself, its successors and assigns, as follows:

I. DEVELOPMENT AGREEMENT

Construction Obligations

1. Financing. The Developer has available sufficient funds, either through its own resources, or through private financing, to complete the Project. Developer will keep the Town apprised by submitting bi-annual reports of the status of the Work and the monies available to continue construction of the Project.

2. Construction of Project; Permitting and Approval. The Developer shall construct and develop the Project on the Property. The Developer agrees to construct the Project in accordance with this Agreement, the Proposal, the Detailed Work Plan and Construction Schedule (the "Work Plan," attached hereto as Exhibit C). The Developer agrees to use good faith, diligent and commercially reasonable efforts to commence construction of the Project and to complete the same in an expeditious manner.

Within _____ (____) days of the recording date of this Agreement, the Developer shall submit plans and specifications to the Board of Selectmen, who shall approve the plans and specifications within thirty (30) days from receipt thereof, which approval shall not be unreasonably withheld. In the event the Board of Selectmen does not approve the plans and specifications, the Board shall provide the Developer with a written statement stating how the plans and specifications do not adequately comply with the RFP and Proposal, and what measures or acts will be necessary for the Developer to obtain approval. The Developer shall submit revised plans and specifications, responding to the written statement from the Board of Selectmen. The Developer agrees not to make any substantial change or revision to the approved plans and specifications (the "Approved Plans"), except for changes as may otherwise be consistent with applicable board or other regulatory body requirements. Within thirty (30) days from receipt of notice of the Approved Plans, the Developer shall submit the Approved Plans to the necessary federal, state and/or local boards/commissions having jurisdiction thereof. All permits and approvals (the "Permits") must be obtained no later than _____ (____), 201__.

3. Construction Schedule. The Developer shall: (a) apply for building permit(s) for commencement of the construction of the Project within thirty (30) days following receipt of the Permits; (b) begin construction of the Project within sixty (60) days from the issuance of the building permit(s); and (c) complete the Project in accordance with the terms of the construction schedule set forth in the Work Plan within ____ (____) months from commencement of construction, but no later than _____, 201__. Town may inspect the Property, in its discretion, upon reasonable notice to the Developer to ensure that the Work has been done substantially in accordance with the Work Plan. The Town may extend these deadlines if the Town reasonably determines that the Developer has proceeded diligently in its performance, and the Town shall reasonably extend the deadlines for *force majeure* and other events beyond the control of the Developer. In the event that Developer (1) has not so commenced implementation of the Project within the time set forth above; (2) has commenced implementation of the Project, but has failed to diligently pursue completion of the Project; or (3) is using or intends to use the

Property for a use that is inconsistent with the uses set forth in the Request for Proposals issued by the Town of Montague, Developer shall be in default of this Agreement.

4. Quality of Work. The Developer shall cause the Project to be constructed and completed in a good and first-class workmanlike manner and employing new materials of prime quality and in accordance with the RFP, the Proposal, the Permits and the Approved Plans, and all applicable laws, bylaws, codes and regulations. The Developer shall take all commercially and reasonably necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or inconvenience caused by the Project, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to police the same. Dust, noise, lighting and other effects of the Project shall be controlled using commercially reasonable methods with the understanding that such matters while they will be reasonably mitigated cannot be eliminated completely in any construction project. The Developer will make every effort to ensure that the Work is fully compatible with the Approved Plans, and meets with the final approval of the Board of Selectmen.

5. Liens. The Developer shall not permit any mechanic's liens or similar liens to remain upon the Property for labor and materials furnished to the Developer in connection with work of any character performed at the direction of the Developer and shall, within thirty (30) days after receiving notice of such claim, cause any such lien to be released of record without cost to the Town, by satisfaction and discharge of such lien or release of such lien by bond. Written evidence of the satisfaction or release of any such lien shall be provided to the Town immediately upon such satisfaction or release.

6. Compliance. The Developer shall construct the Project in compliance with all applicable approvals, licenses, permits and variances issued by any federal, state or local governmental authority having jurisdiction thereof.

7. Certificate of Substantial Completion. Within thirty (30) days after substantial completion of the improvements (as further described in the Work Plan), the Town will furnish the Developer with an appropriate instrument so certifying (the "Certificate of Substantial Completion") for the improvements. The Certificate of Substantial Completion shall be in such form as will enable it to be recorded in the Franklin Registry of Deeds.

If the Town shall refuse or fail to provide the Certificate of Substantial Completion in accordance with the provisions of this Section, the Town or a representative of the Town shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement indicating in adequate detail in what respects the Developer has failed to complete the improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Town, for the Developer to take or perform in order to obtain such certification.

Notwithstanding anything to the contrary in this Agreement, the Certificate of Substantial Completion issued by the Town shall be a conclusive determination of satisfaction and termination of this Agreement and covenants in this Agreement, except those covenants that expressly survive the termination of this Agreement. Any such certification shall not constitute

evidence of compliance with or satisfaction of any obligation of the Developer to any Mortgage Holder, as hereinafter defined, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. The issuance of a Certificate of Substantial Completion shall bar the exercise of any remedies by the Town set forth in this Agreement, except as may otherwise survive the terms of this Agreement or the Real Estate Agreement dated June 26, 2017, between the parties.

Financial Obligations

1. Approval of Town/Financing. The Developer shall provide the Town with thirty (30) days' prior written notice of any intended re-financing at the Project prior to Substantial Completion of the Project, which shall be approved by the Town provided that the total indebtedness shall not exceed 95% of the value of the Property as determined by a bona fide "completed value" appraisal of the Property. Any financing or refinancing prior to Substantial Completion of the Project shall require the written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed.

2. Obligation to Pay Taxes and Assessments. The Developer shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property, which may attain a priority over a mortgage to an institutional mortgagee (a "Mortgage(s)"), but this clause shall not be deemed to preclude Developer from contesting the validity or amount of such taxes, assessments, charges, fines or impositions, which may be paid under protest. Notwithstanding the foregoing, Developer may pursue a tax increment financing agreement subject to the necessary Town approvals, and any other required approvals, with state or local.

3. Compliance with Laws. The Developer shall construct and use the Project in compliance with all applicable laws, regulations, approvals, licenses, and permits issued by any federal, state or local governmental authority having jurisdiction thereof.

4. Representatives. The Developer shall designate in writing a representative or representatives authorized to act on its behalf. Unless and until the Town has received written notice that such authority has been revoked, the Town shall be entitled to rely upon the directives of such representative(s). The Town shall act by and through its Town Administrator.

II. RESTRICTIONS DURING CONSTRUCTION

Restrictions During Construction

From the date the parties enter into this Agreement and until the Town has issued the Certificate of Substantial Completion of the Project, the following restrictions shall bind the Developer, the Property and the Project:

A. Prohibition Against Change in Identity and Ownership. This Agreement is being entered into as a means of permitting and encouraging the development of the Property in

accordance with the objectives of the Town for the redevelopment of the Property as put forward in the Recitals, and not for speculation in landholding. The Developer acknowledges that:

- a) The importance of the undertakings set forth herein to the general welfare of the community;
- b) The importance of the identity of the parties in control of the Developer and the Project; and
- c) The fact that a transfer of all or a majority of the legal or beneficial ownership in the Developer, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such ownership or change in the identity of the parties in control of the Developer or Project, is for practical purposes a transfer or disposition of the Developer's interest in the Project.

It is hereby understood and agreed that, until notice of a different designation by the Developer to the Town, Robert G. Obear, Jr. is the Designated Representative of Developer. Except as otherwise provided herein, it is hereby agreed that, commencing on the date hereof and continuing until the issuance of the Certificate of Substantial Completion of the Project by the Town, and except by reason of death, disability or retirement of any owner of an entity constituting the Developer, there shall be no (i) change in the identity of the parties holding a legal or beneficial interest in the Developer, (ii) transfer or pledge in the aggregate of a majority of the beneficial ownership or control of Developer or (iii) transfer, by assignment or otherwise, of the Developer's rights under this Agreement or of the Developer's legal or beneficial interest in the Property to any person (including but not limited to, any partnership, joint venture or corporation) (all such changes being referred to herein as a "Change in Identity"), unless in each instance, (a) the Developer gives the Town prior written notice of a proposed Change in Identity, which notice shall provide sufficient information to enable the Town to evaluate the acceptability of the proposed Change in Identity, and (b) the Town, within thirty (30) days from the date on which the Town receives said written notice or such longer period as may be approved by the Developer and the Town, approves of such change in writing, or fails to object, in which case the proposed Change in Identity shall be deemed to be approved. If the Town notifies the Developer in writing within said thirty (30) day period (or longer period agreed to by the parties) of its objection to the proposed Change in Identity, specifying reasonable grounds for such objection, the Developer shall make no Change in Identity without the subsequent written consent of the Town which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted Change in Identity made contrary to this Section shall be void.

In order to fulfill the purposes of this Section, the Developer agrees that during the period between execution of the Agreement and the issuance of a Certificate of Substantial Completion of the Project by the Town, the Developer shall, at the time of the execution of this Agreement, provide the names of all of the stakeholders in the Developer, in the form of an affidavit, and on each anniversary of the date of this Agreement and at such other time or times as the Town may request, furnish the Town with a complete statement, subscribed and sworn to by the Designated Representative of the Developer, that no Change in Identity has taken place (or if one has taken place, supplying the changed information).

The foregoing restrictions on the Change in Identity shall not be binding on a mortgagee of the Property which has foreclosed its mortgage and taken possession of the Property or said mortgagee's successors in title.

B. Prohibition Against Transfer of Property. For all of the same reasons stated in Section II.A above, the Developer represents and agrees for itself and its successors and assigns that, except for the granting of the Mortgages and the approved refinancing of the Mortgages, entering into other customary security agreements with Mortgage Holders and the granting of easements necessary for the construction of the Project, including utilities, the Developer shall not, prior to the issuance of a Certificate of Substantial Completion of the Project by the Town, sell, assign or otherwise transfer the Property or any portion thereof without the prior written consent of the Town, which may be withheld by the Town upon a vote of the Board of Selectmen to reject said transfer. The term "transfer" shall include, without limitation, any total or partial sale, mortgage, assignment or lease. It is the intent of this Section that the prohibition on transfer of the Property shall not apply to transfers resulting from the foreclosure of the Mortgages, provided that the transferee assumes and agrees to comply with all conditions and agreements contained in this Agreement and the Deed, including, but not limited to, the obligation to construct the Project, as modified with the consent of the Town to suit the transferee's needs, or exercises any of the other options set forth in Section IV.2 below. No transfer shall relieve the Developer of its obligations hereunder, who shall be jointly and severally liable with the transferee. Any attempted assignment or other transfer made contrary to this Section shall be void. It is the intent of this Section that the prohibition on transfer of the Property shall not apply to transfers in the ordinary course of business.

III. USE OF PROPERTY; MAINTENANCE AND INSURANCE

1. Maintenance; Hazardous Substances. The Developer shall maintain the Property and improvements thereon in good order, condition and repair. The Developer represents and warrants to the Town that the Developer shall not release or permit any release or threat of release of oil, asbestos, urea formaldehyde foam insulation, nor any other hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "hazardous substances"), as those terms are defined by any applicable law, rule or regulation including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L.c. 21E, the Massachusetts Hazardous Waste Management Act, G.L.c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq., nor generate or permit any hazardous substances to be generated on the Property; nor permit any hazardous substances to be stored on the Property.

2. Sale; Assignment; Refinancing. The Developer shall not sell, assign, or otherwise transfer the Property or any portion thereof, other than the first mortgage securing the financing, and shall not refinance the first mortgage or grant other mortgages, without the Town's prior written consent, which shall not be unreasonably withheld. Any sale, assignment or other transfer of the Property (with the exception of the sale of individual units to an end user), whether before or after the completion of the Project, shall be subject to the terms of this

Agreement, and the buyer, assignee or transferee shall assume the obligations of the Developer under this Agreement in writing as if it were the original developer hereunder. Any attempted assignment or other transfer made contrary to this Section shall be void

3. Insurance: the Developer agrees to maintain the following insurance:

- (a) *Type of Insurance*: Developer shall continuously maintain in full force until completion of each parcel fixed-cost insurance on the improvements on said parcel under which, until the completion of the Project, the Town shall be named as additional insured and under which the insurer agrees to defend, indemnify and hold the Town harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to the Work, the condition of the Property, or any act or omission of the Developer, its contractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under the Developer; failure to comply with the provisions of this Agreement or with applicable laws in connection with the exercise of the rights and obligations of the Developer hereunder, in the broadest form of such coverage from time to time available in Massachusetts. The Developer shall submit to the Town evidence of such insurance coverage satisfactory to the Town before any work is commenced on the Property and no less often than annually thereafter;
- (b) *Minimum Limits*: Developer shall, at a minimum, carry comprehensive public liability insurance in the amount of \$1,000,000.00/occurrence, \$2,000,000.00/aggregate with property damage liability insurance in limits of \$1,000,000.00/occurrence, \$2,000,000.00/aggregate;
- (c) *Evidence of Insurance*: All policies shall be so written that the Town shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. The Developer shall submit to the Town, at closing and no less often than annually thereafter, and at any other time upon the request of the Town, certificates of insurance for all the policies required to be maintained by the Developer hereunder, which certificates shall show at least the coverage and limits of liability specified herein and the expiration date;
- (d) *Acceptable Insurers*: All insurance required hereunder shall be underwritten with an insurance company or companies with an AM Best Rating of A-1 or better, licensed to write such insurance in the Commonwealth of Massachusetts and acceptable to the Town.

4. Obligation to Restore: in the event that any damage or destruction of the Property occurs, the Developer shall be responsible for restoration of the damaged or destroyed Property to the extent of the available insurance proceeds, provided, however, Developer may, in the event of significant damage or destruction, petition the Board of Selectmen for approval not to restore, which approval shall not be unreasonably withheld, conditioned or delayed.

IV. NOTICE AND DEFAULT PROVISIONS

A. Default of Developer and Rights of Parties.

1. Developer Default. The following shall be an event of default by the Developer (referred to herein as "Developer Default"):

a. Failure by the Developer to observe or perform any of the Developer's covenants, agreements, or obligations set forth in this Agreement within one hundred twenty (120) days following receipt of written notice from the Town specifying such failure, or such longer period reasonably required to cure the breach, provided the cure was commenced reasonably promptly after receipt of said notice and continuously and diligently prosecuted (said cure period the "Developer Cure Period");

b. Failure by the Developer, after all applicable cure periods, to observe or perform any of the Developer's covenants, agreements, or obligations pursuant to the requirements of the holder of any mortgage ("Mortgage Holder");

c. The sale or other transfer of any kind or nature of the Property prior to issuance of a Certificate of Substantial Completion for a parcel, or any part thereof, other than a mortgage permitted hereunder, without the prior written consent of the Town, provided such consent is required under this Agreement;

d. The issuance of any execution or attachment against Power Street LLC pursuant to which the Property shall be taken or occupied or attempted to be taken or occupied, provided that Developer is first provided an opportunity to cure the same within one hundred twenty (120) days unless extended by agreement of the parties; and

e. The filing by Developer of a voluntary petition, or the filing against Developer of an involuntary petition, in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of Developer, or the filing by Developer of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state, or other statute or law, or the assignment by Developer for the benefit of creditors, or appointment of a trustee, receiver, or liquidator of all or any part of the assets of Developer, and within one hundred twenty (120) days after the commencement of any such proceeding against Developer, such proceeding shall not have been dismissed, or if, within one hundred twenty (120) days after the appointment of any trustee, receiver, or liquidator of Developer or of all or any part of Developer's property, without the consent or acquiescence of Developer, such appointment shall not have been vacated or otherwise discharged.

2. Rights of Town Upon Developer Default:

a. In the event of a Developer Default, the Town may exercise its rights set forth in Sections b and c, below, provided that:

(i) the Town has delivered timely written notice of the Developer Default to the Mortgage Holder(s), whose name(s) and address(es) the Developer or the Mortgage Holder(s) has previously delivered to the Town;

(ii) one hundred twenty (120) days have passed following delivery of said notice to the Mortgage Holder(s);

(iii) the Mortgage Holder(s) has failed to cause the default to be cured within said one hundred twenty (120) days, or in the event of a default that is not reasonably susceptible to cure within said one hundred twenty (120) day period, the Mortgage Holder has not commenced and continually prosecuted cure of said default (said cure period, the "Mortgage Holder Cure Period"); and

(iv) notice of Foreclosure has not been received by the Town pursuant to Section IV.A.5.

b. Subject to the provisos set forth above, the Town shall, in the event of a Developer Default, have the right to institute any and all actions and proceedings in law or at equity as may be appropriate against the Developer, including actions and proceedings to compel specific performance and to bring a claim in a court of competent jurisdiction seeking restitution from the Developer in an amount representing the Town's costs, liabilities, losses and expenses resulting directly from the Developer Default.

c. The Town shall have the right to re-enter and take possession of any portion of the Property as to which a Certificate of Substantial Completion has not been issued, and to terminate (and revert in the Town) the estate conveyed to the Developer, and all right, title and interest of the Developer, and any assigns or successors in interest to and in the Property, shall thereupon revert to the Town, subject to the lien of any Mortgage authorized by this Agreement and any rights or interests provided in this Agreement for the protection of Mortgage Holders, provided that the Town shall assume no obligation under any note(s) secured by any Mortgage.

Following such reversion, the Town shall have (and every mortgage instrument made prior to Substantial Completion of the Work with respect to the Property by the Developer or successor in interest shall so provide) the option of paying to the Mortgage Holder the amount secured by the Mortgage, whereupon the Mortgage Holder shall discharge the Mortgage.

The Developer shall promptly, upon written demand by the Town, which shall be effective only if delivered to the Developer no later than one hundred twenty (120) days following the Developer Default, transfer possession of, and re-convey by quitclaim deed, such Property or portion thereof that is not subject of a Certificate of Substantial Completion, together with all improvements thereon, to the Town, without cost to the Town. The Town may, alternatively, record an affidavit of its entry upon the Property.

3. Rights of Mortgage Holders Upon Developer Default. In the event of a Developer Default, any Mortgage Holder shall have the right to cure any such Developer Default within the Developer Cure Period, within the Mortgage Holder Cure Period, and other rights as provided in this Agreement.

4. Town's Option To Cure Developer Default. The Town may, at its option, cure any Developer Default, in which case the Town shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and expenses incurred by the Town in curing such Developer Default.

5. Notice of Foreclosure. The Developer shall cause the Mortgage Holders to give not less than thirty (30) days prior written notice to the Town, by registered mail, of each Mortgage Holder's intention to foreclose upon its Mortgage or to accept a conveyance of the Property in lieu of foreclosure, in which event the Town shall have the right, but not the obligation, to cure whatever default(s) have entitled the Mortgage Holder to issue the foreclosure notice, subject to appropriation, which amount, together with the Town's costs and expenses (including counsel fees) shall be added to the amounts due to the Town pursuant to paragraph 4 above.

6. Town's Option To Purchase Property Following Foreclosure. In the event that ownership of all or portions of the Property have vested in a Mortgage Holder by way of foreclosure or action in lieu thereof, the Town shall be entitled to (and every mortgage instrument made prior to Substantial Completion of the Work with respect to the Property by the Developer or successor in interest shall so provide), at the Town's option, a conveyance to the Town of the Property upon payment to such Mortgage Holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such Mortgage Holder in and as a direct result of the subsequent ownership or management of the Property; (iv) the costs of any improvements made by such Mortgage Holder; and (v) an amount equivalent to the interest that would have accrued to the date of payment on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

B. Default of Mortgage Holder.

Any Mortgage Holder in whom title to the Property has vested by way of foreclosure or action in lieu thereof shall be subject to the Developer Default provisions pursuant to Section IV.A.1, above, and the Town shall have the enforcement rights set forth in Section IV.A.2, above, as if the Mortgage Holder were the Developer, so that the Mortgage Holder shall receive notice of a Developer Default in its capacity as Developer and an additional notice in its capacity as Mortgage Holder, and shall have the benefit of all the cure periods set forth thereunder.

C. Default of Town.

1. The following shall be an event of default by the Town (referred to herein as "Town Default"): The failure of the Town to observe or perform any of the Town's covenants, agreements, or obligations hereunder within sixty (60) days following receipt of written notice from the Developer (or its successors or assigns), or any Mortgage Holder, specifying such failure, or such longer period reasonably required to cure the breach, provided the cure was commenced immediately after receipt of said notice and continuously and diligently prosecuted (said cure period, the "Town Cure Period");

2. Rights of Developer Upon Town Default. In the event that a Town Default has occurred, the Developer's sole remedy shall be to institute such action and proceedings as may be appropriate against the Town, including actions and proceedings to compel specific performance and to bring a claim in a court of competent jurisdiction.

D. Mortgage Holder's Option to Cure Developer Defaults.

After any Developer Default, each Mortgage Holder(s) shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided, however, that if the breach or default is with respect to the Developer's failure to construct the improvements in accordance with Project approvals, nothing contained within this Agreement shall be deemed to authorize or permit such Mortgage Holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Work (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the Town, by written agreement satisfactory to the Town and any other party having a right to enforce this Agreement in the event of default, to complete in the manner provided in this Agreement, the Work. Any such Mortgage Holder which shall properly complete the Work or applicable part thereof shall be entitled, upon written request made to the Town, to a Certificate of Substantial Completion or a Certificate of Substantial Completion of the Project, as the case may be, in the manner provided in Section I.8.

V. GENERAL PROVISIONS

1. Access: the Developer shall permit the Town or its agents to enter the Property at any reasonable time, from time to time, to inspect the Property and to ensure compliance with the provisions of this Agreement, provided, however, that the Town provides the Developer at least twenty-four (24) hours' prior notice thereof, except in the event of emergency.

2. Compliance with Laws: the Developer shall carry out the Project in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and with all necessary permits.

3. Development Costs: the Developer shall be solely liable for all costs incurred in construction of all the Work required under this Agreement to restore and adapt the Property for the Project and in compliance with all laws, ordinances, rules, regulations and codes applicable to the permitted use.

4. Approvals: the Developer shall be responsible for obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Property. The Developer acknowledges that the Town has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted.

5. Costs of Enforcement: in the event that the Town is required to initiate enforcement or other legal proceedings to enforce this Agreement or to otherwise redress a breach of this Agreement by the Developer, in addition to any other remedies to which the Town may be entitled, Developer shall pay to the Town forthwith any and all costs and expenses, including attorneys' fees, that are incurred in enforcing this Agreement or prosecuting any such proceedings.

6. Indemnification: the Developer agrees to defend, indemnify, and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town by reason of this Agreement, including, but not limited to, those arising from any release or threat of release of any hazardous materials which are placed on, in or under all of any portion of the Property, whether pre-existing or occurring after the date of this Agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

7. Notices: Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (1) two (2) business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one (1) business day after deposit with an express courier service such as Federal Express; or (iii) actual receipt. All such notices will be delivered to the address specified below or such other address as the respective parties may designate in writing:

8. If to the Town: Board of Selectmen
Montague Town Hall
One Avenue A
Turners Falls, MA 01376
Tel: 413-863-3201
Fax: 413-863-3231

with a copy to: Katharine Lord Klein, Esq.
KP Law, P.C
101 Arch Street, 12th Floor
Boston, MA 02110
Tel: 617-556-0007
Fax: 617-654-1735

If to Developer: Power Street, LLC
34A East Main Street,

Millers Falls Massachusetts 01349

with a copy to: Kevin Parsons
4 Deerfield Ave
Shelburne Falls, MA 01370
Tel: 413-625-9366

9. Waiver. The failure on the part of the Developer or Town, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Developer or the Town shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

10. Headings and Captions for Convenience Only. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

11. Term of Agreement. This Agreement and the restrictions and covenants contained herein shall be enforceable by the Town in perpetuity or for the longest period permitted by law, which in any event shall be for at least ninety-nine (99) years.

12. Binding. The terms of this Agreement shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this Agreement shall be construed as covenants running with the land.

13. Entire Agreement of Parties; No Oral Agreement. There are no oral agreements between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Agreement.

14. Governing Law. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.

WITNESS the above execution hereof under seal as of the day and year first above written.

DEVELOPER
Power Street, LLC

TOWN OF MONTAGUE,
By Its Board of Selectmen

By: _____
Robert G. Obear, Jr.
Title:

Richard Kuklewicz

Michael M. Nelson

Christopher M. Boutwell, Sr.

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ____ day of August 2017, before me, the undersigned Notary Public, personally appeared Robert G. Obear, Jr., _____ of Power Street, LLC, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this _____ day of August, 2017, before me, the undersigned Notary Public, personally appeared _____, member of the Montague Board of Selectmen, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Montague.

Notary Public
My Commission Expires:

585512v3/MTGU/0088

Exhibit A

Request for Proposals

Exhibit B

Proposal and Supplemental Material

Exhibit C

Detailed Work Plan and Construction Schedule

**RESPONSE TO THE COMMERCIAL HOMESTEADING
PROGRAM**

REQUEST FOR PROPOSALS

FOR THE PROPERTY AT

15 POWER STREET TURNERS FALLS, MA

Railroad Salvage Annex Proposal



Railroad Salvage Annex Proposal

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Introduction

Overview

Development goals of the project are:

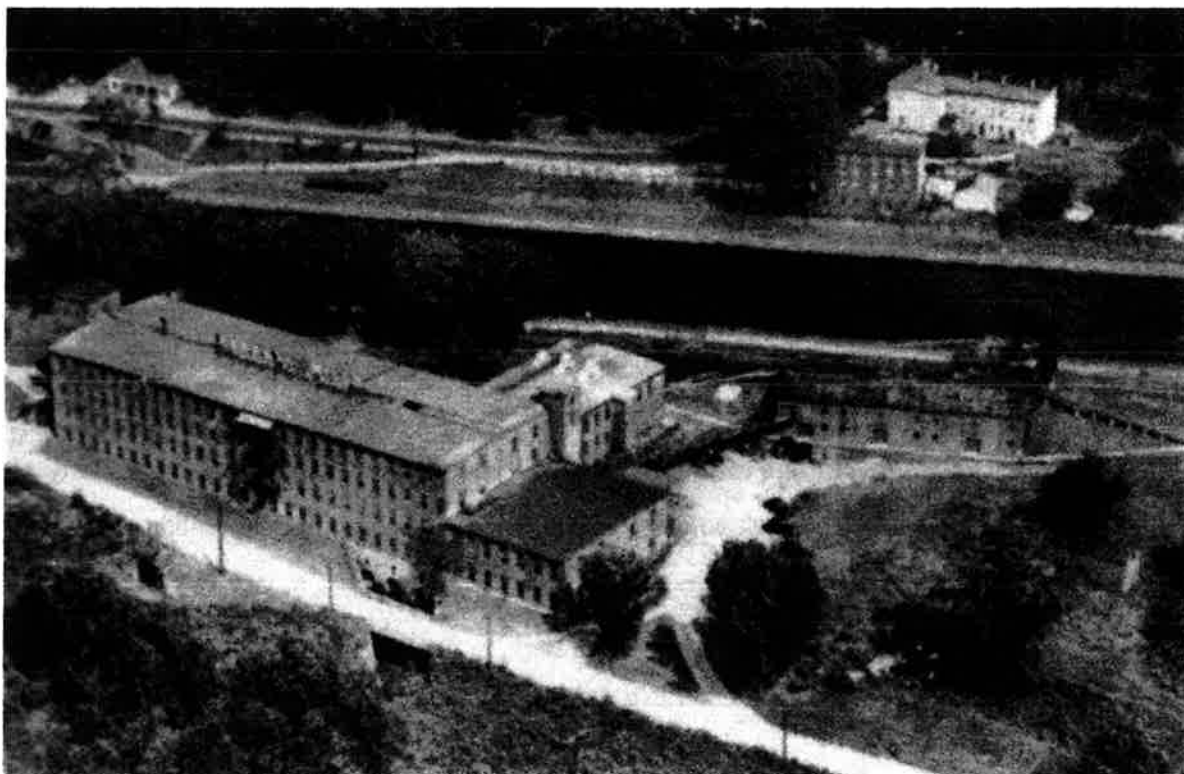
The developer of the "Power Street Art/Biz Collaborative" intends to create a maximum of 2 new live/work spaces in conjunction with an additional 17 artist/business incubator spaces. We plan to create a rooftop solar array to power the buildings' common areas and HVAC systems. We plan to reconnect water, sewer and gas utilities to the building. We plan to restore the exterior finishes and façade of the building to historical standards through the state Historical Tax Credit Program, as well as the Federal Tax Credit program. The developer reserves the right to alter or modify his planned use if the market demand changes. We reserve the right to apply for any allowable uses under current zoning regulations in addition to or in place of the initial intended and described use.

The developer's primary goals include but are not limited to:

- 1) Providing economic benefit and employment opportunities for the Town of Montague
- 2) To increasing the supply of artist and commercial work space in the Town of Montague
- 3) To catalyze further redevelopment and private investment in the historic mill district
- 4) To generate tax revenue for the town of Montague through redevelopment of the property
- 5) To help foster further the redevelopment of this blighted area through the granting of a TIFF

DESCRIPTION OF EXISTING CONDITIONS

The "Railroad Salvage" complex, of which the annex is a separate part, was originally built as a cotton mill in 1879 by Joseph Griswold. According to Orra Stone's *History of Massachusetts Industries* (1930) Griswold manufactured his own brick, cut his own timber for framing, and milled all wood for doors, sashes and trim on site. The annex was built presumably at the same time as the beams, posts and brick are identical to that used in the main building. Below is a photo of the mill taken c1940. The annex appears on the rear right.



The mill operated until 1959. It subsequently became a warehouse; from 1980 until 1997 it was utilized as a discount goods store (Railroad Salvage).

The once magnificent main complex is now derelict, the roof caved in, and is beyond restoration. The annex, on the other hand, is still in reasonably good condition and can be rehabilitated.

Despite years of neglect, the building has not suffered the ravages affecting the main building. The major issues are 1.) some masonry deterioration on the outer walls where repointing is needed; 2) a compromised roof that will need replacing; 3.) replacement of all windows and doors; 4.) reinforcement of the structural framing; 5.) flooring replacement in sections of both levels; 6.) correction of settlement and shift to prevent any further buckling of the interior walls.

Most of the beams and posts appear to be sound, carrying the load in a distributed fashion. At least two carrying beams have significant rot due to water infiltration. One section of the floor has also rotted away. The window trim on both the interior and exterior is either non-existent or will need to be replaced. The tongue-in-groove ceiling appears to be in relatively good condition. The interior masonry walls also appear to be structurally sound.

Our code review indicates that the building will have sufficient seismic bracing with the buildout of new interior dividing walls and additional posts and beams.

Development will be performed within the guidelines of historic preservation in accordance with our historic tax credit application. All rehabilitation, including installing a new roof, repointing and cleaning the facade, restoring interior woodwork damaged by water and time, installing historically accurate windows, and all interior build out will be performed in ways sensitive to the historic importance of the building.

Utilities and Infrastructure

The Developer Intends to reconnect all utilities to accommodate the reuse of the site. Sewer, water, electricity, natural gas, broadband are serviceable to the site, but not currently connected. The proponent will be responsible for establishing all utility connections in conjunction with the DPW and town supplied resources as applicable and required under State Codes.

Water and Wastewater Systems: The property is not currently serviced by municipal water and sewer. There are no hookups and closest sewer is available on 10th Street or 7th Street. A sewer and water access plan will be provided by the developer and all mains will be brought to the building. The building has a sprinkler system, and will be reconnected to water.

Electric and Telephone Systems: 15 Power Street is not currently connected to electric or broadband service. Electric service is provided by Eversource. Fiber was recently installed nearby at 5th Street by the Massachusetts Broadband Institute.

HVAC: The building does not have a working HVAC system. Natural Gas, which is provided by Berkshire Gas, can be made available from Canal Street. There is currently a moratorium on new natural gas connections in Montague, but current developments indicate this may soon end.

Investment

"Power Street Art/Biz Collaborative" as developer of the project, stipulates to invest a minimum of \$75,000 in private funding into the building and site infrastructure improvements. A more realistic estimate of development costs, actual site and building improvements is likely in the range of \$600-732K. A break-down of the categories of investment is attached as **Appendix A**.

Economic Impact

We have attached and outlined a plan that includes a description of jobs that will be created or retained as a result of the project. **Appendix B**

Our proposed plan will have an important economic impact on the town.

Initially, the rehabilitation will create approximately 53.5 temporary construction jobs. The project will also add 3.5 permanent positions within the management infrastructure of the developers own organization, located in the village of MillersFalls Ma. The 3.5 permanent positions include the responsibilities of maintenance, cleaning, and management of the overall Power St Art/Biz Collaborative Organization. In addition, the newly added spaces will generate approximately 25 new artist and business jobs. Once rehabilitation is complete, property taxes for 2 residential units and the art/biz collaborative space will add to the town's revenue. Even more important is that the successful development of The Railroad Salvage Annex will spur further interest and development in other areas of the District.

We have included a pro-forma that accurately shows the financial projections for the return on investment of the project. **Appendix C**

Scope Of Work

We show a conceptual build-out plan of the building and site in **Appendix D**

We shall provide restoration to the exterior building with exterior facade renovations to improve the overall appearance of the buildings and site to the public. These shall include exterior brick cleaning and re-pointing where needed, painting, restoration of existing windows and doors, where possible, or provide for replacements that are historically compatible, repair or replace roof and roof trim if needed. We will make building entries handicap accessible where possible.

The Principle Owner Operator, and developer of the project, is Robert G. Obear Jr, owner of Obear Construction Co Inc, Managing Partner of Pioneer Valley Redevelopers LLC, and Powers Block Properties LLC. Please see a brief Resume attached as **Appendix E**

We demonstrate that access, utilities, and circulation can be appropriately managed in compatibility with abutters as referenced on our attached site plan labeled **Appendix F**

The Town and developer will enter negotiations for a development and acquisition agreement or lease based upon a selected preliminary design proposal, budget, and the financial commitment laid out in this proposal. Land area, boundaries, easements, costs, performance assurance and other terms shall be negotiated as part of the selection process. Based upon a successful negotiated development agreement and confirmation of the required financial commitment to complete the project scope of work, the Town of Montague and proponent will conclude a purchase and sale (acquisition) agreement. The proposed improvements will be coordinated with any existing town development projects in the complex and surrounding area.

The Developer will look to the Town for support and a commitment to facilitating redevelopment of the property, and will cooperate and coordinate with the developer to the greatest extent possible.

The Town has provided all available information concerning the property, and tax information, including a phase I and II Environmental Site Assessment. The developer has reviewed these documents and is confident in moving forward. Zoning: The property is located entirely within the Historic-Industrial zoning district. The district was adopted in 2001 with the intent to encourage the adaptive reuse of historic industrial buildings and sites in Montague. The district permits "by-right" the following uses: business or professional use, retail sales and service, manufacturing, processing, research, bulk storage, warehousing, distribution, craft workshop, and light assembly shop. The district allows the following by Special Permit: exterior alterations, hotel, accessory and secondary residential uses, public utility, demolition of a structure, self-service storage facility, uses exceeding 10,000 square feet in floor area. The Parcel was subdivided in 2012 from the Mill parcel by the previous owner.

Approximate Tax Revenue to town of \$20,000/per year

Construction Schedule

Readiness to Proceed:

Our basic plan is as follows:

BUILDING and Site CLEAN-UP – 30 days

- REMOVE DEBRIS
- SECURE BUILDINGS

REMOVAL OF DETERIORATING STRUCTURAL ELEMENTS- 30 days

- FLOORING
- ROOF LEAKS
- OTHER SELECTIVE DEMO

Replacement of components – 180 days

- NEW WIINDOWS INSTALLED IN BUILDING
- REPLACEMENT OF THE ROOF
- NEW DOORS INSTALEED
- INTERIOR BUILDOUT TO BEGIN

Utility permitting and work to begin – 180 days

- SEWER LINES AND CONNECTIONS
- WATER LINES AND SPRINKLER REPAIRS
- NEW ELECTRICAL SERVICE

RESOLUTION OF PARKING & ACCESS – ONE YEAR

FAÇADE IMPROVEMENT/REPOINTING & CLEANING – 6-12 MONTHS

RENOVATE AND PLACE ON MARKET RAW SPACES – 3 MONTHS YEAR

RENOVATE AND PLACE ON MARKET FULL BUILD-OUT SPACES – 6 MONTHS

Appendix A

Investment in Project

Breakdown of costs and improvements

Railroad Salvage Annex Building Projected Sources and Uses of Funds

	Totals
SOURCES:	
Permanent Loan	\$385,000
Equity	75,000
Tax Credit Funding	272,000
Total Sources of Funds	<u>\$732,000</u>
USES:	
Acquisition	\$10,000
Environmental Remediation	10,000
Demolition	10,000
Site Work (On & Off)	15,000
Construction Costs	422,000
Utilities; Hook-up Fees	70,000
Architect/Mechanical Engineering	25,000
Soil Testing & 3rd Party Inspections during Const.	10,000
Permits/Surveys	8,000
Bank Inspector	2,000
Legal (including bank legal)	15,000
Insurance & Taxes during Construction	5,000
Construction Loan Interest	10,000
Developer fee	100,000
Finance Fees & Costs	20,000
Total Uses of Funds	<u>\$732,000</u>

Construction budget

Item #:	Description of Work:	Budget :
1	General Conditions	15,000
	Dumpsters (Allowance)	
	Project Management	
	Site Supervision	
	Demolition	
	Permits	
2	HazMat Remediation	
	Asbestos & Other Haz Mat	8,000
3	Masonry	
	Repair & pointing	20,000
4	New Entrances	
	Fire Doors	7,800
5	Carpentry	
	Rough Carpentry	85,000
	Framing	35,000
	Common Area Millwork	4,000
	ADA Entrance Carpentry	3,000
	Finish Carpentry	2,850
6	Thermal & Moisture Protection	
	Fire Stopping & Sprinkler System	heads 15,980
	Roof Insulation	19,000
	Wall Insulation	38,000
7	Doors & Windows	
	Unit Entry Doors/Hardware	12,000
	Interior Door/Hardware	19,000
	Replacement Windows	40,000
	Window Repair	2,000
	Interior Storms for Repaired Windows	1,000
8	Finishes	
	Drywall, Plaster	48,000
	Plumbing Fixtures	12,000
	Flooring	13,000

	Painting	16,000
	Misc. Specialties install	11,000
	Misc Wood/Plaster repairs	3,500
9	New Egresses/Interior Stairs	12,000
10	Conveying Equipment	
	Elevators/ lifts	000
11	Mechanical Systems	
	Rough of Fire Suppression (Bldg)	12,000
	Rough Plumbing	29,000
	Finish Plumbing	9,000
	Rough HVAC (Allowance)	22,000
	Finish HVAC	3,000
12	Electrical Systems	
	Rough Electrical Including Fire Safety	25,000
	Finish Electrical Including Fire Safety	10,000
	Contingency	50,000
	Total Hard Costs	553,130
13	Soft Costs	
	Architects	5,000
	Engineering	25,000
14	Developer Fee	100,000
	Total Soft Costs	229,000
	Total Hard Costs	2,009,130
15	Total Costs	2,238,130
	TOTAL PROJECT COST	\$732,130

Appendix B

Job Creation and Economic Impact

Job Creation: We estimate the following number of construction jobs:

Electricians	3 FTE
Carpenters	6 FTE
Finish Carpenters	4 FTE
Plumbers	2.5 FTE
Dry Wall Installers	4.5 FTE
Masons	4.5 FTE
HVAC	3.5 FTE
HAZ MAT	2.5
Painters	3 FTE
Roofers	3 FTE
Laborers	4 FTE
Insulators	3 FTE
Equipment Operators	2.5 FTE
Solar Installers	2.5 FTE
Management and Maintenance	3.5 FTE
Internet & Telecom	1.5 FTE
TOTAL	53.5 FTE

New Permanent Jobs and Employment

The project will also add **28.5** new permanent positions within the collaborative and the developers own business structure.

Appendix C

Proforma

PROPERTY ADDRESS:

15 Power st Turners Falls

Unit	Monthly Rent
	\$
2br unit 18	1,500.00
	\$
2br unit 19	1,500.00
	\$
STUDIO 1	300.00
	\$
STUDIO 2	300.00
	\$
STUDIO 3	300.00
	\$
STUDIO 4	300.00
	\$
STUDIO 5	300.00
	\$
STUDIO 6	300.00
	\$
STUDIO 7	300.00
	\$
STUDIO 8	300.00
	\$
STUDIO 9	300.00
	\$
STUDIO 10	300.00
	\$
STUDIO 11	300.00
	\$
STUDIO 12	300.00
	\$
STUDIO 13	300.00

STUDIO 14	\$ 300.00
STUDIO 15	\$ 300.00
STUDIO 16	\$ 300.00
STUDIO 17	\$ 300.00
Gallery Space	\$ 100.00
	\$ -
Gross Monthly Income	\$ 8,200.00

List utilities to be paid by tenant: unit 18&19 heat electric AC

INCOME

Gross Rental Income	\$ 98,400.00
Less vacancy/collection loss:	\$
5.00%	(4,920.00)
	\$ -
NET RENTAL INCOME	\$ 93,480.00

OPERATING EXPENSES

Management/Administrative	\$ 4,800.00
Maintenance	\$ 8,500.00
Repairs	\$ 1,500.00
Electricity	\$ 1,240.00
Gas	\$ 2,800.00
Internet/broadband	\$ 1,500.00

Water and Sewer	\$
	2,200.00
Taxes	\$
	5,400.00
Insurance	\$
	3,000.00
Other:	\$
	1,100.00
TOTAL OPERATING EXPENSES:	\$
	32,040.00

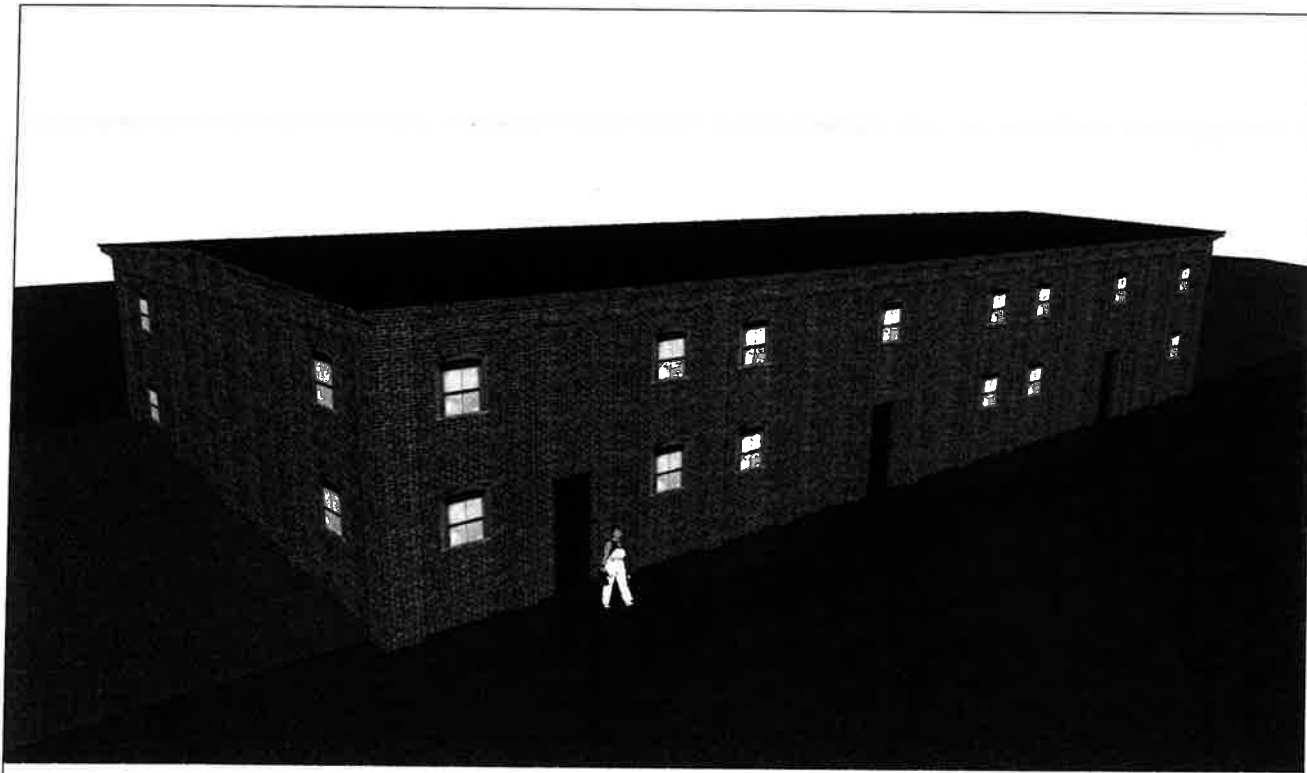
Net Operating Income	\$
	61,440.00
Debt Service	\$
	25,342.30
Net Cash Flow	\$
	36,097.70

Debt Assumptions

	\$	
1st Mortgage Loan amount	320,000	
Interest Rate		5.00%
Term		20 years
	\$	
Monthly Debt Service	2,112	

Appendix D

Plans and buildout specs



Obear Construction

**Building Design
Interior Design
Construction Management**

344 Earl Vista Street
Attitash Falls, MA 01249
Tel: 413.261.2823
BORGOMBE@CONSTRUCTION.COM

RR Salvage Annex

15 Power Street
Turners Falls MA

Revisions		
No.	Date	Description

Project Number: 100-0100, Owner: City of Attitash

Date: October 11, 2016

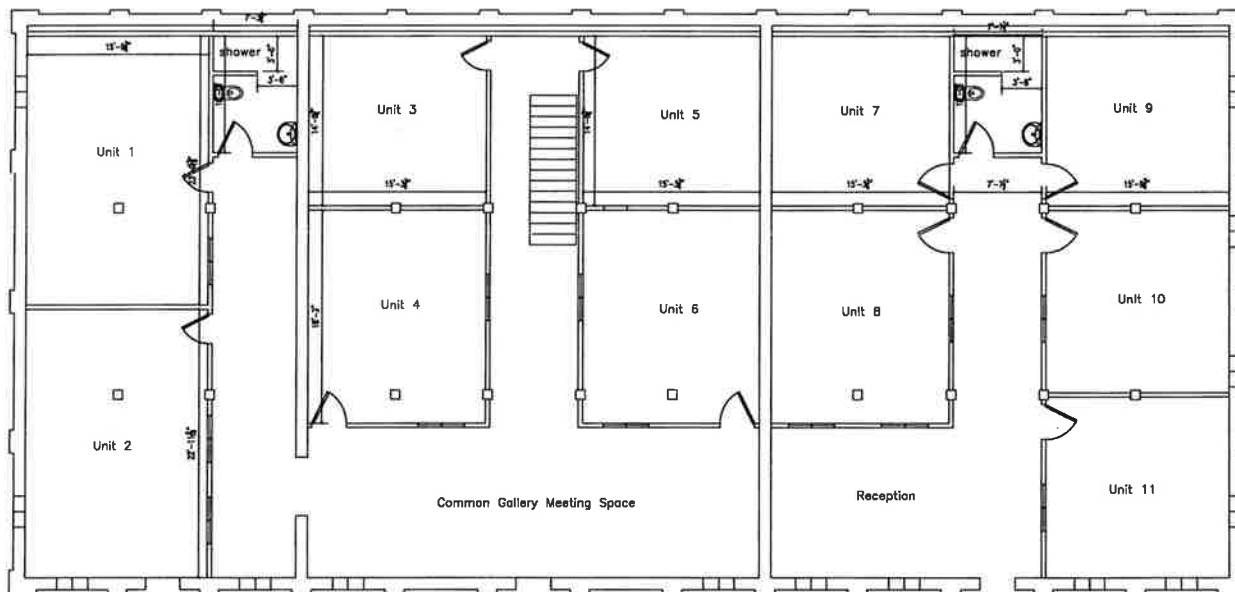
Scale: N/A

Issued By:

3D Rendition

Drawing Number:

A-0



1ST FLOOR PLAN



Obear Construction

Building Design
Interior Design
Construction Management

344 East Main Street
Mills Falls, MA 01349
Tel: (413) 387-2653
WWW.OBEARCONSTRUCTION.COM

**RR Salvage
Annex**
15 Power Street
Turners Falls MA

Revisions	
No.	Description

Project Number: VFP-0101 Date: 09/20/16

Date: October 11, 2016

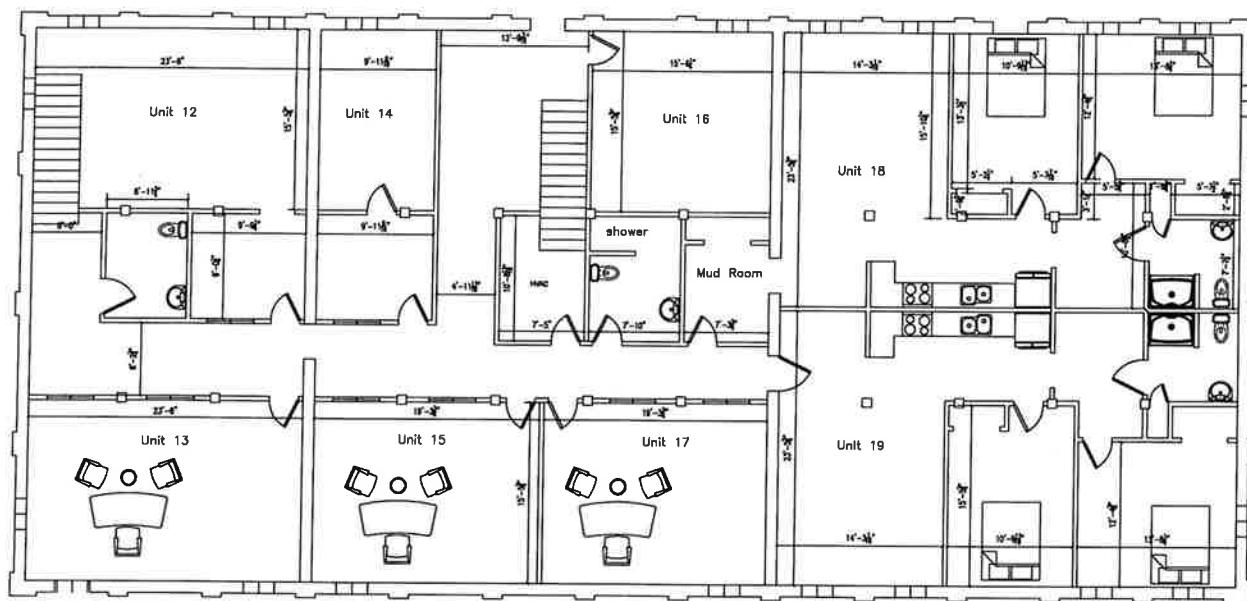
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Drawing Title:

1st Floor Plan

Drawing Number:

A-1



2ND FLOOR PLAN



Obear Construction

Building Design
Interior Design
Construction Management

34A Kent Vale Street
Attleboro Falls, MA 01949
Tel: 413.347.2653
WWW.OBEARCONSTRUCTION.COM

RR Salvage Annex

15 Power Street
Turners Falls MA

No.	Date	Description

Project Number: 1001-0000 Date: 10/11/2016

Date: October 11, 2016

Scale: 1/8" = 1'-0"

Drawing Title:

2nd Floor Plan

Sheet Number:

A-2

Appendix E

Robert Obear

West Chestnut Hill Rd. Montague Ma | 413-537-5953 | Rgobear@gmail.com

Responsibilities

President of Obear Construction Co Inc. 15 full time employees and 8 part time subcontractors
Managing Principal of Pioneer Valley Redevelopers LLC
Massachusetts court approved Receiver
Managing Principal of Powers Block Properties LLC
Managing Principal of EDS Enterprises LLC
Owner Operator of Millers Falls Laundry Company (coin op Laundromat)

CURRENT PROJECTS

Renovation of 10 Units of residential and 3 commercial storefront properties in Millers Falls MA
Renovation of 8 unit building in Turners Falls
New home construction Shutesbury MA
New Shower room at Umass Fraternity House

SKILLS & ABILITIES

Historical preservationist, current applications with Mass Historic and NPS for 4 concurrent projects with tax credit applications totaling over 1.1 Million Dollars

MANAGEMENT

Currently managing operations for a medium sized construction firm, Obear Construction Co Inc. Day to day activities include, scheduling, employee management, tax- compliance, purchasing, sales and business development.
Principle at Pioneer Valley Redevelopers LLC, EDS Enterprises LLC, Powers Block Properties LLC, a residential real estate re-developer, specializing in land development, and single/multi residential homes, the restoration of blighted neighborhoods, and management of residential multi-family units.

SALES

Primary role in marketing for Obear Construction Co Inc. Creating new leads and turnover into client relationships
Marketing and sales of rehabilitated homes and rental units
Management of social media websites and accounts for Obear Construction Co, and Pioneer Valley Redevelopers
Market research and identification of properties for investment.

COMMUNICATION

Daily management of client relationships, Employee relations, and dispute resolution.
Tenant management, rental agreements,

LEADERSHIP

2011 –Present Montague MA, Planning Board Member

State Appointed Receiver holding 3 current appointments by the Western Division Housing Court

Completed Projects

PIONEER VALLEY REDEVELOPERS LLC 2013/2014

Whole house renovation and sale 184 Greenwich Plains Rd Ware, Ma
Whole house renovation and sale 46 Eddy St Ware, Ma
Whole house renovation and sale 27 North Leverett Rd Montague, Ma
Whole house renovation and sale 147 Russelville Rd Southampton, Ma
Whole house renovation and conversion to rental 55 Eleventh St Turners Falls, Ma
Triplex renovation and remarketed as rental 62 Morse Village Rd Wendell, Ma
Whole house renovation and conversion to rental 1 Elm St Wendell, Ma
Duplex renovation and conversion to rental property 142-144 Maple St. Warren, Ma
Purchase and remarketed 3 site subdivision 332,334,336 Long Plain Rd Leverett, Ma

COMPLETED PROJECTS 2013/ 2014

OBEAR CONSTRUCTION CO. INC.

Custom Home Northampton Ma
The Bison Farm Hadley, Ma
Commercial restaurant build out and addition Center St Northampton, Ma
Exclusive contract with Pioneer Valley Redevelopers LLC
Master bedroom addition, Pelham Ma
Ashfield stone Company new production facility Shelburne, Ma
Major kitchen remodel and office addition Montague, Ma
New in law apartment renovation Montague Ma
New office suite conversion Northampton, Ma
New home construction Spring Valley Rd Belchertown, Ma
Blue homes hybrid modular site built custom home Leverett Ma
Victorian era home complete renovation 72 Prospect St Greenfield Ma
7 unit rehab Athol, Ma
Birch Dr Lake Wyola home renovation

2015

Custom Barn Long Plain Rd Leverett Ma
3200sq ft Tier 3 Energy Star Home under construction 336 Long plain rd Leveret, MA
4000sq ft Single Family home renovation 91 Baker rd, Shutesbury, Ma
3200sq ft Victorian Renovation 72 Prospect st Greenfield Ma
Currently holding appointments as Receiver on 132L st Turners Falls, 110L st Turners Falls, and 210 Rock Valley Rd Holyoke Ma.
Renovation of 268 school St Athol, Ma. 7unit building

2016

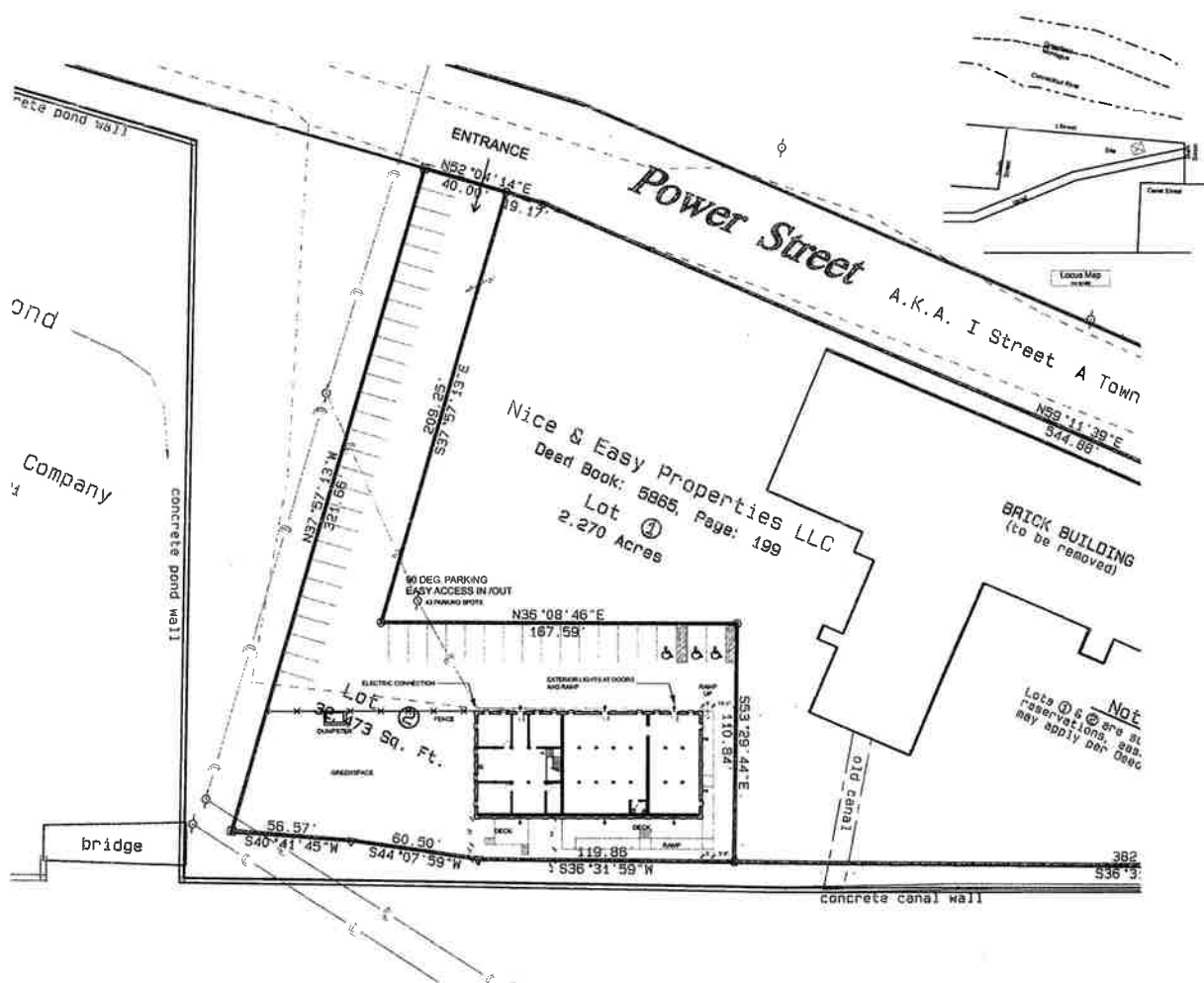
26-28 East Main St Millers Falls 8 unit mixed use Brick building full gut rehab
132L st Turners Falls 8 Unit Building Full Gut Rehab
110L st Turners Falls 6 unit full rehab

Complete build out of a Commercial Coin-op Laundromat

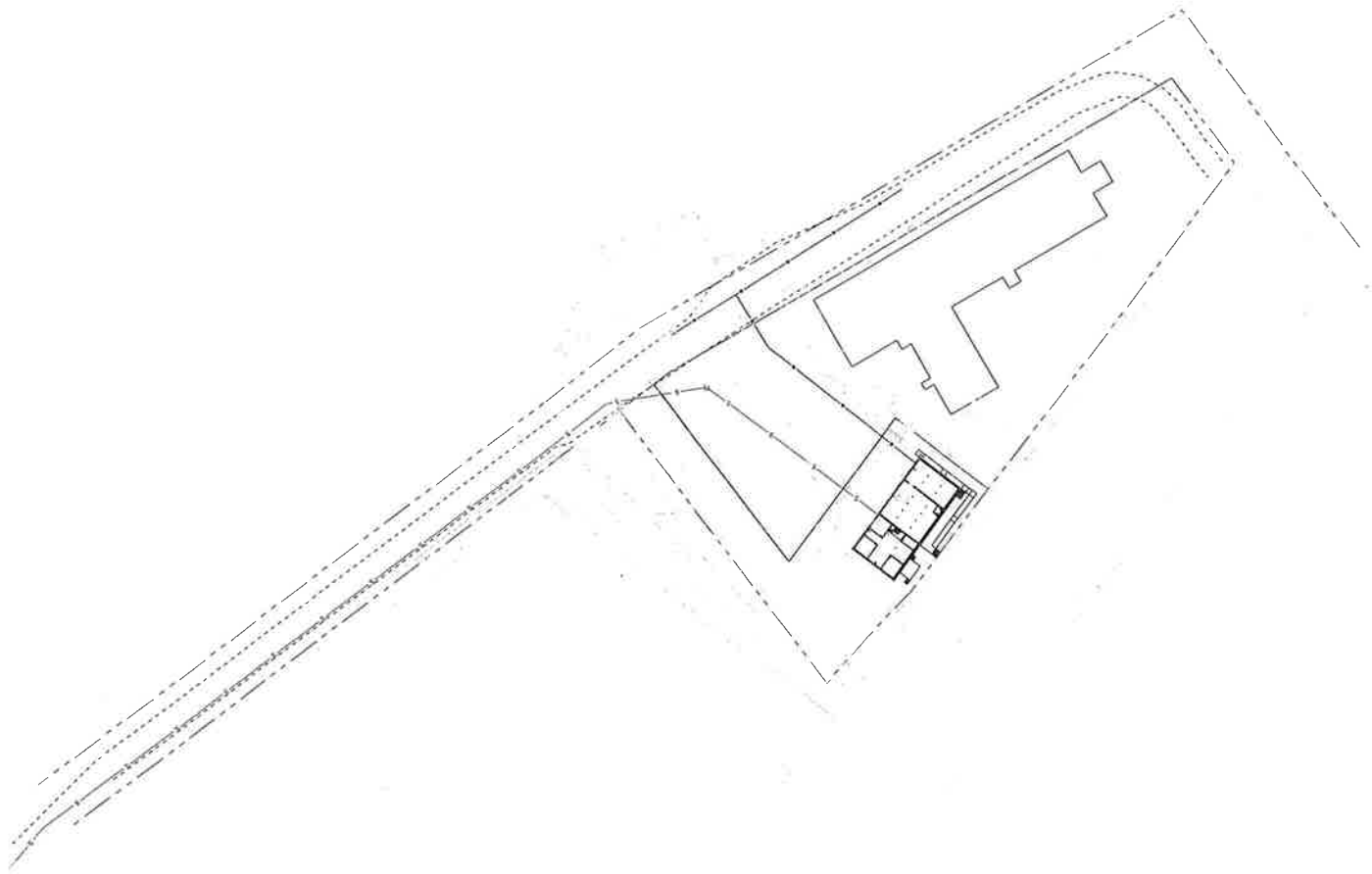
34,34R East Main st renovation and re-zoning of 3 unit property in Millers Falls

Renovation Of commercial shower room at Umass Fraternity House

Appendix F



S1	Rail Road Salvage Annex Montague MA	15 Power St., Turners Falls, MA, 01376	SITE PLAN 1" = 30'	DATE 03-25-2013	Metcalfe Associates ARCHITECTURE	142 MAIN STREET MONTAGUE, MASSACHUSETTS 01350-3800 413.588.5773 & 413.588.5800 tomm@metcalfe-architecture.com
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National Trust for
Historic Preservation

Save the past. Enrich the future.



Preservation
Massachusetts

Old City Hall
43 School Street
Boston, Massachusetts
02108

617.723.3583

www.preservationmass.org

October 11, 2016

Mr. Robert Obear
Obear Construction, Inc.
34A East Main Street
Millers Falls, MA 01349-1322

Re: Railroad Salvage/Griswold Mill Annex, Turners Falls, Massachusetts

Dear Mr. Obear:

We are writing to you on behalf of the National Trust for Historic Preservation and Preservation Massachusetts in support of your RFP response for the Railroad Salvage/Griswold Mill Annex project, located at 15 Power Street in Turners Falls. The National Trust for Historic Preservation is a private nonprofit organization chartered by Congress in 1949 to lead the private historic preservation movement in this country and Preservation Massachusetts is the statewide historic preservation non-profit organization.

Your proposed project involves the rehabilitation of this National Register-listed former mill for mixed use, including workshops for artisans and light industry, public assembly space, and residential space. The work plan for the two-story, red brick building includes cleaning and repointing the masonry, installing a new roof, installing new, historically-appropriate windows, and site work. On the interior, the remaining historic woodwork will be restored and the space sensitively configured and fitted out for the new uses. As you intend to apply for the state and federal rehabilitation tax credits, we assume all work will comply with the *Secretary of the Interior's Standards for Rehabilitation*. Accordingly, this project appears to meet the criteria for eligibility for the Massachusetts Historic Rehabilitation Tax Credit. Please note, however, that we are not in a position to certify the project's compliance with the applicable tax regulations.

We encourage the Town of Montague to consider favorably your RFP response. The mixed-use development model employed here will bring new life to this long-underutilized building. Providing space for businesses to thrive as well as housing and community space, this project will benefit the neighborhood, the local economy, and return a blighted building to productive use.

Sincerely,

James W. Igoe,
Preservation Massachusetts

Rebecca A. Harris,
National Trust for Historic
Preservation

cc: Christopher Sawyer-Laucanno

KIMBALL LAW OFFICE

*43A New Athol Road
Orange, MA 01364*

978-709-1774 (phone)

978-709-3004 (fax)

Leigh-Anne D. Kimball, Esq.
Nicholas R. Kimball, Esq.

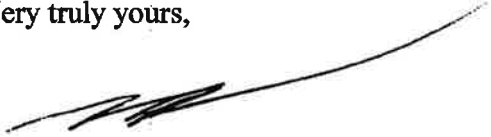
August 13, 2014

To whom it may concern:

I have known Bob Obear through business relationships. I find him to be of upstanding character and highly knowledgeable in his field. He is well respected by his team and fellow colleagues.

Bob is currently building a high end home for some clients of mine. He worked with them diligently through a very complex property to get them to be able to build their dream home. I am also working with him on a professional level and Bob is very knowledgeable thus making my job that much easier.

Very truly yours,



Nicholas R. Kimball
Attorney at Law

Enclosures

MICHAEL J.
GELINAS
ELECTRIC

4 Rogers Ave.
Indian Orchard, MA
01151
774-452-1486
mgelinas04@verizon.net

8/14/2014

To whom it may concern,

I have known Robert Obear for the past 2 years and in that time I have experienced nothing short of a fantastic business relationship. He has always treated my employees and myself with the utmost professionalism.

Bob's highly skilled team is made up of some of the best carpenters in the trade and can complete any task in a neat and timely manner. As well as being well respected by his team and fellow colleagues, he is very knowledgeable in his field.

Every project that I have completed for Obear Construction has been an enjoyable experience and I would recommend his services to anybody.

Sincerely,

Mike Gelinas
Owner, Michael J. Gelinas Electric

08/13/2014

To whom it may concern,

Cowls Building Supply has been doing business with Obear Construction for approximately 7 years. We have supplied material for quite a few of Bob's projects and have been on his jobsites numerous times. His jobsites are neat and organized. His employees are knowledgeable and do good work. His projects appear to stay on track for completion.

Bob is very savvy in his field and has a great wealth of resources to support his company. He has proven very responsible to any supply agreements for material. He is a pleasure to work with and we can recommend him for your project.

Sincerely,

Joe Baillargeon

Contractor Sales
Cowls Building Supply
125 Sunderland Road
North Amherst, MA 01059

MassPrivateLending.Com, Inc.

The Hub for Private Lending in Massachusetts

August 13, 2014

Robert Obear, Jr.
Pioneer Valley Redevelopers, LLC
47 West Chestnut Hill Rd.
Montague, MA

Re: Robert Obear, Jr. & Pioneer Valley Redevelopers, LLC

To Whom It May Concern:

Mr. Obear has been a borrower in good standing since 2012 and has successfully completed four (4) renovation/rehabilitation projects in Western, Massachusetts. He is a consummate, skilled and highly qualified contractor and someone we hope to do business with for many years to come.

Regards,
MASSPRIVATELENDING.COM, INC.



Erik T. Potter, President



August 31, 2015

To Whom It May Concern,

I have known Robert Obear of Obear Construction for the past four years. In that time we have represented him on the purchase and sale of over 15 properties in need of complete rehabilitation. From the very begin of our business relationship, it was apparent that Robert's professionalism set him apart from other contractors I have worked with in the past. His focus and determination to see his completed vision of bringing a property back to life is truly a pleasure to watch unfold. He is very adept at understanding any project he takes on both from a budgeting and timeline perspective. He is always honest and upfront when considering these factors with his clients. He is also refreshingly easy to communicate with because he so well organized, which is remarkable considering how many different projects he manages simultaneously.

In my experience, he specializes in the stunning rehabilitation of dilapidated buildings that most others would perceive to be suited for a wrecking ball. Where some of his peers would choose to take advantage cost and time savings, Robert's commitment to his projects won't allow him cut corners. He approaches them with the mentality to finish them correctly the first time.

I have personally seen Robert's successful completion of almost any type of project, big or small. I would recommend his services to anyone, whether it be a beautiful kitchen remodel or jacking up an entire 5,000 square foot building to stabilize it's structural integrity. Robert and his crew can really do it all and they do it the way is should be done.

Sincerely,

Marc Houlihan

Owner-Broker



26 Camden St, South Hadley MA 01075
(413)-687-4770



Letter of Intent

To:
Bob Obear

Thank you for sharing the proposal with us. We appreciate the business that we have done with Obear Construction and Pioneer Valley Redevelopment over the past few years. It has been a pleasure to work with you as our businesses have grown alongside one another..

As you know, we have been actively managing and maintaining several rental properties in Franklin county. We have been impressed at the economic development we've observed in Greenfield and the surrounding towns over the past few years and we believe the services we market are uniquely suited for the local economics of these areas. As a result we have been looking for a grass roots project where we will have an opportunity to invest in the local community by developing blighted commercial real estate into office space that can be operated as a satellite office for our business.

We market an ensemble of services designed for landlords and real estate investors which includes rental property management, real estate sales & rentals, home improvement & handyman services. We believe that these services and our experience would compliment Obear Construction and Pioneer Valley redevelopment as a potential investor and commercial tenant in this project. We look forward to continuing to work with Obear construction to find and develop a suitable location for our Franklin County office.

Sincerely,

Anthony Witman
President Witman Properties Inc

WITMAN PROPERTIES Inc

26 Camden St. South Hadley MA, 01075

(413)-687-4770

Letter of Reference for Robert Obear

RE: Robert G Obear
47 West Chestnut St
Montague MA 01351

At the request of Robert Obear I am pleased to provide a positive professional reference that he should be chosen by the Town of Montague in his RFP. I have known Robert Obear for several years having first met him at a real estate seminar promoting continuing education. Since then we have remained in contact and I have personally visited and witnessed a number of his construction and rehab projects start to finish. These projects include total renovation and rehab of several single family and multifamily homes, new home construction and commercial construction.

Recently Bob Obear has been acting as a court appointed receiver for the Western Division Housing Court as part of the Attorney Generals vacant property receivership program. As a receiver Mr. Obear has successfully brought several properties into code compliance and is actively renovating a third building. Robert is also experienced in rental property management and has owned rental properties for a number of years, some of which we are currently managing.

From my experience Robert Obear is uniquely qualified for this project due to his broad range of construction and renovation experience as well as his ability to finance (not just with personal capital but also through investment partnerships) large renovation projects. In our opinion Mr. Obear has always shown a strong commitment to finishing his projects in a timely manner with quality construction and high attention to detail. Thank you for considering his application and if you have any questions please feel free to call me on my cell at (413)-687-3713.

Sincerely,

Anthony Witman
Witman Properties
www.witmanproperties.com
(413)-687-4770