

**SELECTMEN'S MEETING MINUTES  
UPSTAIRS MEETING ROOM  
1 AVENUE A, TURNERS FALLS, MA  
MONDAY, April 17, 2012**

12

*Meeting was opened at 7:00 PM in the Upstairs Meeting Room. Present were Selectpersons, Mark Fairbrother, Chris Boutwell, Patricia Allen; Town Administrator, Frank Abbondanzio; Administrative Secretary, Wendy Bogusz; Chris Curtis, Greenfield Recorder; Jeff Tirrell, WHAI; Janel Knockleby, Montague Reporter*

Fairbrother announces meeting is being taped

**Approve Minutes of April 9, 2012 if available**

*Allen makes the motion to approve the minutes of April 9, 2012. Seconded by Boutwell, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother – Aye*

**Personnel Board**

**Appoint Permanent Custodian at Police Department**

*Allen makes the motion to appoint Claude Lapointe as permanent Custodian for the Police Department at the pay Grade 2, Step 1, wage rate of \$13.67/per hour effective April 17, 2012 for 15 hours per week. Seconded by Boutwell, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

**Appoint Full Time Dispatcher**

*Allen makes the motion to appoint Scott E. Phillips permanent Dispatcher effective April 23, 2012 at a pay Grade 2, Step 6, wage rate of \$14.92/per hour for 37.69 hours per week. Seconded by Boutwell, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

**Robin Sherman, Executive Director, FCRHRA, Sign Agreement regarding Housing Rehabilitation Revolving Loan Fund Program**

Sherman: We had a conversation regarding the CDBG funded Housing Rehabilitation Program grants and use of the proceeds from those grants which have been retained for ongoing Housing Rehabilitation in the Town of Montague. I gave you a draft agreement a couple of weeks ago, we talked about some of the options; this is an updated draft, I believe there are some contract provisions that DHCD suggested we include which are based on the typical CDBG contract you have signed many times. The other changes as a result of our conversation follow up with Frank, I have put in this agreement that we will return proceeds of CDBG made prior to fiscal year 1993 to the Town and will place the proceeds of grants made after fiscal year 1992 in the Towns Housing Rehab revolving loan fund account at the Housing Authority. The options that we talked about I have included that we use the same maximum project levels as DHCD with is either \$30,000 or \$35,000 depending on the scope of the project and that we can also consider requests for larger projects as long as we have waivers from DHCD to do so that loans from the Montague Housing and Rehabilitation Revolving Loan Fund shall be structured as the declining balance for deferred payment loans where half of the loan is forgiven over a 15 year period and the remainder is due and payable when the property is sold or transferred and HRA may consider a request for grants or loan forgiveness in cases of extreme hardship. Those are the only changes or updates from what we discussed before.

*Allen makes the motion to sign the agreement for the Housing Rehabilitation Revolving Loan Program between the Town of Montague and the Franklin County Regional Housing and Redevelopment Authority as indicated on this document. Seconded by Boutwell, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

**Mik Muller, MBA Fundraiser, shredding event**

Muller: I met with the EDIC earlier and they made the point that the event is being listed as being by the Montague Business Association, but they don't hold the insurance; MCCI holds the insurance so they

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said they would be willing to approve the event if the event was being held by MCCI not the MBA; so I changed the format. Shredding event explained.

*Allen makes the motion to approve the request for use of Public Property at 38 Avenue A on Thursday, April 26, 2012 from 3:00 PM to 7:00 PM for the MCTV and Montague Business Association indirectly. Note the Police Chief signature and proof of liability is included for the shredding event.. Seconded by Boutwell, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

**Frank Abbondanzio, Town Administrators Report, Special Town Meeting Warrant, May 5, 2012 – To approve and execute draft warrant**

*Allen makes the motion to place Article 1 on the Special Town Meeting warrant of May 5, 2012. Seconded by Boutwell, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

**ARTICLE 1.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$30,000 or any other amount, for the purpose of restoring 38 Avenue A through remediation and roof repair or demolition of the building, or to pass any vote or votes in relation thereto.

*Allen makes the motion to place Article 2 on the Special Town Meeting warrant of May 5, 2012. Seconded by Boutwell, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

**ARTICLE 2.** To see if the Town will vote to accept a donation of the St. Anne's Rectory, 25 Sixth Street, Turners Falls, (Map 03, Lot 022) or pass any vote or votes in relation thereto.

*Allen makes the motion to place Article 3 on the Special Town Meeting warrant of May 5, 2012. Seconded by Boutwell, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

**ARTICLE 3.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$1,910.00 or any other amount, for the purpose of purchasing flags and accessories to be installed throughout the Town of Montague, or to pass any vote or votes in relations thereto.

Fairbrother wants to be sure all flags are put up in Town in plenty of time before Memorial Day Weekend.

**Other**

Abbondanzio: GMRS Committee has invited the BOS to join the school committee meeting on April 24, 2012 at 7:00 PM.

**Use of Peskeompskut Park – Linda Hickman, Montague Public Libraries,**

*Allen makes the motion to approve the use of Peskeompskut Park for the Montague Public Libraries on May 15, 2012 from 9:00 AM to Noon at the bandshell in order to put on the play To Bee or Not to BEE as requested by Linda Hickman, Montague Public Libraries. Seconded by Boutwell, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother – Aye*

**Other**

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Montague was chosen as one of the Towns to Solarize itself. We are one of 17 Towns chosen and this will allow individuals and businesses to put in solar panels, not for hot water, but for heating and electrical.

**Joint Meeting with the Montague EDIC regarding required action for the 38 Avenue A property**  
Walter Ramsey, Town Planner and Conservation Agent, EDIC Members: Andy Killeen, Chairperson, Lynn Reynolds, Linda Ackerman, Treasurer, Nate Donovan, Vice Chair

Ramsey: Copies of the amended 512 agreement that covers the property. It has only slightly been amended since we last met two weeks ago and has been approved by town counsel and their counsel. This document has not been signed by DCR's Commissioner and we will be signing this to help move this along. The EDIC just met and reviewed it and they approved the revised documents. The Selectmen are one of the three parties involved and this and we are requesting you sign this also. Essentially there are three lots in question; E – Open space as well as parking lot; C – some of the open space and D – the former Cumberland farms lot. E and C are going to be subject to a conservation restriction and held by the EDIC but the Dept. of Conservation and Recreation will have a conservation restriction. Parcel D is going to be controlled by the EDIC. DCR will no longer have a future interest in that parcel of land.

Fairbrother: DCR will do upkeep and maintenance on the other two parcels?

Ramsey: That is to be determined through the conservation restriction process. This will give EDIC the right to lease, develop or grant Lot D after notice to the Department. There are some conditions: The property is subject to its design being compatible with the aesthetics of the Discovery Center and its use compatible with the historical uses of that lot. By way and example, not by limitation a commercial and or cultural building may be constructed upon that lot, so long as it meets that criteria. This would be allowed to happen as long as DCR gets notice from the EDIC the property is going to be undergoing a lease or some type of transferred interest if we were to convey the property or sell it. DCR has 30 days to respond with any objections, otherwise failing that the proposal is deemed approved. An approval shall not be unreasonably withheld by DCR (This does not include the parking lot).

*Allen makes the motion to sign the second amendment to the 512 40 Memorandum of understanding, standing an agreement between the Town of Montague, the Montague EDIC and the State DCR in terms of 38 Avenue A, Turners Falls. Seconded by Boutwell, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother – Aye*

Fairbrother: You all had a meeting downstairs just before this I'm told. What are your thoughts?

Killeen: It's good. When last you saw us, we had an issue where the building, 38 Avenue A had been deemed a hazard of some kind by the Building Inspector and the Board of Health on account of the mold that had grown there as a result of the leaking roof over the past few seasons. The remediation we expected with some number of thousand of dollars, which of course was not in the EDIC budget to tackle so we were coming before the Town to request help with that. At this point, the Town seems to be satisfied with the headway being made on the 30 day window to remediate the mold. Tomorrow the town will be able to look at requests for remediation proposals. At this point we have also had a chance to review a proposal from the Grand Trunk Media and Cultural Center which is MCTV plus the Montague Business Association and Riverculture. At this point, we have two ways to proceed. The building needs to be fixed or secured from mold in the near term. We can go about it in two ways; EDIC can either work with the Town to get that done through the Town meeting process to allocate money or we have the possibility of taking on a tenant in this Cultural Center proposal and allowing them to remediate the issue

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with the building and move forward in good faith to perhaps occupy the building as a tenant when it is habitable for operations.

Allen asks if we have to wait 30 days to see if DCR signs everything?

Ramsey: We probably shouldn't make a long term decision with out DCR's signature although there is no legal time limit on how long it is going to take them to sign that, unfortunately. The time limit of 30 days refers to transfer of interest in the property, not the 512 Agreement amendment itself.

Killeen: From these gentlemen we have possible articles for the Town Meeting process to request the money. I think we have said \$30,000 or less; \$30,000 being the demolition price and something less being ripping out all the mold and having the building sit as it is. Far more interesting at this point is the proposal we have seen on paper from MCTV. The advantages to what we have seen in this proposal is that MCCI appears comfortable with taking on the remediation costs, gutting the building, securing the roof and building the building out with the hope of becoming a tenant in the building. They seem willing to do this on a two year time horizon, a good faith we could allow them almost effective immediately to take on the tenancy of the building and to begin doing lease hold improvements during that time. They would be the ones footing the bill, rather than the Town doing it, in exchange for that they would like to ultimately use the building.

Mik Muller: The main issue is MCTV is extremely cramped where they are and the studio space that we have has a giant jet engine size compressor in there that is 100 times worse than the water fountain and it renders the studio space unuseable during the heat of the summer and the cold of the winter, because you can't turn it off. We can't really fulfill our mission of full studio use and it is a very small space; we've outgrown the space. We've been wanting to move into this building since we put the proposal forth in December 2005, but it wasn't available at the time. We are willing to undertake the cost of gutting the building and building it out if we can move in there. We recognize the only way that we could get into the building is if there was a cultural aspect, something that would flow in with the theme of the whole larger property and we are eager to have RiverCulture move in with us. To have Lisa in the same building as us, gives us fantastic opportunities for programming going forward. The Montague Business Association has been trying to find a center, because all it is right now is a post office box, if they could have a place that they could call home, then they could start to do the good things they could do. Having the three organizations together in one building is a good thing for the Town. We have the money to do it and we are eager to do it if we can. The only sand in the ointment here is our contract is up at the end of next year with Comcast which coincides with the Town's contact with Comcast. That is why you are seeing it for the first time now, we're suggesting a two year to contract to coincide with the ending of our current contract with the Town if we don't get the renewal of the contract, then MCTV doesn't exist anymore anyway and we don't need a facility anywhere. We have the money in the bank right now to make the building habitable and ready for all three organizations. Then we continue doing what we are doing, which is broadcasting, bringing people in, training people how to produce their own TV shows, having more live shoots in the facility because we can do it, there is a floor plan where we have a separate studio area that is not used for other means. Right now, our studio is not only a studio to shoot, but it is also a meeting room, it's a partial storage room. We need better arrangements to be effective at what we are doing.

Allen: Thinks we have an excellent project in the works and it could be highly beneficial

Muller plans to move ahead without any money from the Town.

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Fairbrother would like to see a taxpaying entity in this location and would like to see an RFP done

General discussion

Fairbrother asks where the money is coming from

Muller: Our bank accounts which is from Comcast.

Fairbrother would argue that this is not within the realm of your permitted expenditures under that contract.

Muller: MCCI has owned property before, they sold the building that the Brickhouse is in now. They have owned a building and they have done a build out on that to further our mission. I believe we are allowed to purchase equipment such as lights and stuff, not just video cameras. Building this out really creates a space for us to do more work.

Fairbrother: It is a major capital investment in real estate. We have a contract and I say this is not a legitimate use of that money.

Muller: I disagree

Killeen: Asks if Fairbrother has a specific thought in mind about the contract?

Fairbrother responds that there is a section "Obligations of provider" and within there it talks about programming and developing programming content and facilities. In facilities it talks about what Mick was just talking about, hardware. When you are talking about what they are proposing, you are talking about major capital investment in a building.

Ackerman: Asks if there is a way to get a legal opinion on this to clear the waters so everyone is on the same page if that is a concern?

Fairbrother asks Frank to send this to Kopelman and Paige for their opinion.

Jensen: I haven't heard the most recent request but it sounds very similar to a previous one which I thought the proposal was in a sense to do significant lease hold improvements in lieu of rent. They are not really owning any of this stuff, they are essentially prepaying a lease in order to make this whole thing work.

Killeen: That's how it becomes attractive to them.

Fairbrother: It is totally attractive to them, I'm worried about the Town.

Greg Garrison, Capital Improvements Committee: Your thinking about the Town and my brief experience from the Capital Improvements is the thing we are most encumbered with is property that we have no value or use for and your economic development being on the economic side of things yourself, we have a better economic bang for our buck when we do things with the arts and RiverCulture. Personally, I couldn't think of a better use for that building then to provide the cultural center for the community.

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12

*Allen makes the motion to support the concept and the proposal presented for the Grand Trunk Media and Cultural Center in the MCCI proposal and endorse or support the EDIC in development of a lease document with the Grand Trunk Media and Cultural Center. Allen – Aye, Boutwell – Aye, Fairbrother – Nay*

**Topics not anticipated**

Boutwell: I've been approached by several residents from the Patch with serious concerns about the Railroad Salvage building. They want to know what we are doing about it, if things are going to happen this year and I think we need to get this on the agenda.

Jensen: Does not have any updates available.

Allen comments on how wonderful the Spring parade was

*Allen makes the motion to go into Executive Session 7:53 PM under G.L. c.30A §21 (a)(3) to discuss strategy with IBPO Union with respect to collective bargaining, votes may be taken. Seconded by Boutwell, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

*Allen makes the motion to adjourn the meeting at 8:15 PM. Seconded by Boutwell, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

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