

**JOINT SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE**

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://zoom.us/j/96162341060>

Meeting ID: 961 6234 1060 Password: 764502

Dial into meeting: +1 646 558 8656 or +1 312 626 6799 or +1 301 715 8592

Monday, January 25, 2021

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Board of Health Chair opens the meeting, roll call taken
3. 6:31 Approve Minutes:
 - Joint Selectboard and Board of Health: January 19, 2021
4. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
5. 6:35 Pole Location Hearing
 - Eversource is requesting 2 new poles along Unity St. and Broadview Heights to reduce excessive span distances for line upgrade and voltage conversation. Poles will be located along existing 3-phase line underneath the existing wire
6. 6:40 COVID-19 Updates and Action Items
 - Review of any Updated State Guidance or Orders
 - Update on Montague COVID case counts and other summary data
7. 6:50 Tom Bergeron, DPW Superintendent
 - Compost Container at DPW
8. 7:00 Event Application: Use of Peskeompskut Park, Vicki Citron, Musica Franklin, recurring 1st Tuesday of Month, 2/2/21 – 6/1/21 (or until schools reopen) 3:00 PM – 4:15 PM
9. 7:05 Personnel Board
 - Library Trustee:
Appoint: Lydia Levins, Vacant seat, until next election 5/18/21
 - Conservation Commission:
Resignation: Alex Peterkin – Full Member, term end 6/30/21
Resignation: Addie Rose Holland – Associate Member, term end 6/30/21
Appoint: Anthony Reiber (to replace Alex Peterkin), term end 6/30/21
Appoint: Tobias Carter (to replace Addie Rose Holland) term end 6/30/21
 - MEDIC:
Appoint: James Mussoni, Vacant at large seat, term end 6/30/22

**JOINT SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE
Monday, January 25, 2021
Page 2**

- 10 7:15 Consider executing Real Estate Agreement with John P. Anctil regarding the sale of 25 Sixth Street (former St. Anne's Rectory) for purchase price of \$25,000 in accordance with the proposal that was awarded 9/23/2019
11. 7:25 Ryan Ward and Adam Adamopoulos, Hydroflower, LLC
- Proposal for Cannabis cultivation at 36 Canal Street, Turners Falls
12. 7:35 Town Administrator's Report
- Cares Spending Reconciliation
 - MMA Report and State Budget Update
 - STM Update
 - Debrief on Airport Outreach Meetings

Upcoming Meetings:

- Selectboard Meeting, **MONDAY, FEBRUARY 1, 2021, 6:30 PM** via Zoom

rec'd 4/14/21

5

December 2, 2020

To the Board of Selectmen of the Town of **Montague**, MA.

Under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof, a public hearing IS NECESSARY on the attached petition. When adopted, please forward to the Town Clerk for recording.

Town Clerk, please forward recorded orders to:

Eversource
55 Russell St.
Hadley, MA 01035

Attn: Caplette

NOTE: On questions pertaining to this order, please call Joe McCarthy at 781-820-9045.

DESCRIPTION FOR PETITION:

Eversource is requesting 2 new poles along Unity St and Broadview Heights to reduce excessive span distances for line upgrade and voltage conversion. Poles will be located along existing 3-phase line underneath the existing wires.

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen of the Town of **Montague**, Massachusetts

EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC.

request permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

Eversource is requesting 2 new poles along Unity St and Broadview Heights to reduce excessive span distances for line upgrade and voltage conversion. Poles will be located along existing 3-phase line underneath the existing wires.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked – **6A031663**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE ENERGY

By Joe McCarthy
TRC Companies

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette
Manager Right-of-Way

Dated this 2nd day of December, 2020.

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Board of Selectmen of the Town of **Montague**, Massachusetts.

Notice having been given and a public hearing held, as provided by law, IT IS HEREBY ORDERED: that EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated this 2nd day of December, 2020.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked – **6A031663** filed with and made a part of said petition. There may be attached to said poles by EVERSOURCE ENERGY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Eversource is requesting 2 new poles along Unity St and Broadview Heights to reduce excessive span distances for line upgrade and voltage conversion. Poles will be located along existing 3-phase line underneath the existing wires.

Also that permission be and thereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Montague**, Massachusetts held on the 25 day of January, 2021.

Clerk of Selectmen

We hereby certify that on January 25 2021, at 6:35 o'clock PM, at Via zoom a public hearing was held on the petition of EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectmen of the Town of

Montague

Massachusetts.

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Montague, Massachusetts, on the _____ day of _____ 2021, and recorded with the records of location orders of said town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

Verizon



**Board of Selectmen
Town of Montague**

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

**Event Application for use of
PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON**

Name of applicant Vicki Citron

Name of business/group sponsoring proposed event if applicable: Musica Franklin, Inc.

If applicable, number of years your organization has been running this event in Montague? fall 2020

Address 180 Smead Hill Rd, Colrain, VT 01340

Contact phone 617-610-2601

Contact email Vicki@musicafranklin.org

FID N/A

Dates of proposed event recurring 1st Tuesday of month Feb. 2 - June 1, or until schools reopen. Location: Peskeompskut Park

Hours 3:30 - 4:00 PM Set Up: 3:00 - 5:30 Clean Up: 4:00 - 4:15

Approximate number of people expected to attend 10-15

What provisions will be made regarding clean up of site? will sweep hand saw
and do general clean up

Will the proposed event be:

- ☒ Musical / educational
- ☐ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☐ Other _____

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

Fully & specifically describe the premises upon which the proposed event is to take place.

In the bandstand + in the park

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- ☐ merchandise
- ☐ food/beverage
- ☐ alcohol
- ☐ other services

N/A

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

Students will wear masks + physically distance to
sing + socialize with Musica Franklin staff.

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

N/A

What provisions will be made regarding first aid and emergency medical care?

We have a first aid kit + will call 911, if needed.

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? no

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant V. di O

Date 1/14/2021

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments

Date: _____

BOARD OF HEALTH – Approval / Comments

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Akey Insurance Agency 486 Main Street, Suite 1 PO Box 669 Greenfield MA 01302	CONTACT NAME: Nadine West PHONE (A/C, No, Ext): (413) 773-3488 FAX (A/C, No): (413) 773-3489 E-MAIL ADDRESS: nadine@blackmers.com
INSURED Musica Franklin Inc. 180 Smead Hill Rd Colrain MA 01340-9831	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: Master 20-21

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		08SBMAH5Z7K	09/21/2020	09/21/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations usual to musical education operations.

Where required by written contract and as indicated by a "Y" in the ADDL INSD column the certificate holder is additional insured per company form SL 30 32 10 18, a copy of the form is attached.

CERTIFICATE HOLDER

CANCELLATION

Town of Montague 1 Avenue A Turners Falls MA 01376	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Betsy Wholey Osell</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section D. **LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or



(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

(a) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

(b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or



(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

9A

WendyB-Montague Board of Selectmen

Subject: FW: Item for next SB meeting
Attachments: ievins-resume.pdf; ATT00001.c

-----Original Message-----

From: Linda Hickman - Montague Library Director
Sent: Thursday, January 21, 2021 11:33 AM
To: WendyB-Montague Board of Selectmen
Subject: Item for next SB meeting

Hi Wendy,

The Library Trustees want to appoint Lydia levins of Turners Falls as an interim library trustee. She is replacing a write in library trustee who almost immediately resigned for personal reasons. There were 5 applicants, and she was the top choice. She has great on-line skills, and her resume is attached and her application email is below.

I plan to work until 8, and have no other meetings that evening, so whenever you can fit me in is great.

Thanks!

Linda

Linda Hickman
Library Director
Montague Public Libraries
librarydir@montague-ma.gov
413 863-3214

lydia ievins

(413) 863-4887

2 Marshall Street, Turners Falls MA 01376-1728

lydia@ievins.com

Profile

Creative problem-solver and focused teacher with long-ranging technological experience, grounded in reference librarianship, who enjoys bringing those skills together to help customers find satisfying solutions to their technology-related puzzles. Careful and compassionate listener, patient and articulate explainer.

Experience

Web Technology Coach & Consultant, 9/99–present

www.infotamers.com

Founded small consultancy infoTamers, currently specializing in custom web solutions for vibrant small organizations, primarily small businesses and non-profits. Coach clients to help them establish and express their business and marketing goals, evaluate and recommend tool choices for their specific situation, plan and implement site re/designs and web stores, guide SEO and social networking strategies, provide ongoing maintenance and support.

Music Business Manager, 5/12–2/20

www.lydia-andrea.com

Scandinavian fiddle duo “lydia & Andrea”. Imagined and realized ambitious Kickstarter campaign to enable sabbatical year of study in Sweden for academic year 2012–13. Orchestrate elaborate logistics for concert tours, plan events, manage publicity and social media, produce and design CDs, design and maintain web site. Spearheaded invention of Träd Weekend, a popular intensive workshop for Scandi-interested dance musicians.

Technology Program Manager, 8/06–7/07

Grinspoon Institute for Jewish Philanthropy, Harold Grinspoon Foundation. Supported Jewish summer camps in adopting specific software packages to facilitate fundraising development and constituency outreach. Evaluated program success, negotiated with software vendors for improvements to user interface and reporting tools, supervised remote implementation team, created wiki documentation resource for user community. Served as occasional technical/strategic consultant for other projects.

Programming for Librarians Instructor, 3/99–10/00 (part-time)

Simmons College library school Continuing Education program. Introductory and intermediate level workshops in Perl CGI, each once per semester for a full day. Provided hands-on introduction to web programming for library and information science professionals from a variety of backgrounds.

Systems Librarian, 9/96–5/00

Office for Information Systems (OIS), Harvard University Library. Project-based work in a highly collaborative environment. Primary project HOLLIS, a Web-based portal to library reference materials. Oversaw an increasingly complex array of technical solutions, developed several iterations of reporting tools, negotiated with vendors’ technical staff, produced extensive system documentation. In 2000, served as Project Team Leader to define and coordinate complete system redesign, including recommendation of extensive functional and architectural design specifications.

Library Associate, 8/94–5/96 (part-time)

University of Michigan Shapiro Science Library. Provided reference service to diverse clientele; assisted with major move of collection from former Natural Science Library and led training sessions for newly combined multidisciplinary reference staff. During summer session 6/95–8/95 (full-time), assumed sole responsibility as resident librarian for research community at Biological Station: designed new systems to optimize ILL and other procedures, offered customized bibliographic instruction sessions, supervised student assistants.

Copyeditor & Proofreader, 7/93–8/94

Electric Ink, Ltd. desktop publishing company. Copyediting and proofreading for complete prepress service, processing mostly computer-related titles for such publishing houses as John Wiley & Sons and Random House. Designed and implemented new Windows-based online editing system for Wiley’s computing literature department.

Education

2013 One-year course, Swedish folk music on nyckelharpa, Eric Sahlström Institute, Sweden

2007 Core Essentials Graduate, Coach Training program, Coach U

1996 M.S., Information and Library Science, University of Michigan

Completed rigorous University Library Associates program for academic reference librarianship. Founding member of the Internet Public Library; internships with Journal of Electronic Publishing and Humanities Text Initiative. Elected to Beta Phi Mu honor society.

1993 M.A., English, State University of New York at Buffalo

Pre-Web thesis project "e-text: a hypertextual exploration of electronic language on the internet"

1991 B.A., Latvian Studies, Western Michigan University — high honors

1990 B.A., English, University of Rochester — Phi Beta Kappa, magna cum laude

Skills

General

- ◆ Strong writing, editing, research, and problem-solving abilities
- ◆ Considerable aptitude and enthusiasm for learning new things
- ◆ I love languages: currently fluent in Swedish, conversant in Latvian
- ◆ As a computer geek, I have varying degrees of experience with a tremendous variety of tools—including databases, website content management, ecommerce platforms

Teaching

- ◆ Library reference: Finding materials, understanding library resources, information literacy
- ◆ Technology: I help people lower their frustration levels and get their computers to behave
- ◆ Languages: I've taught English to Latvian speakers and Latvian to English speakers
- ◆ Music: Individual and group settings, solo and team teaching

Interests

- ◆ Music and dance: I play 5-string fiddle and nyckelharpa, and am passionate about Swedish folk fiddling. I'm excited about my most recent duo CD, "Koivu" (2018), with Helsinki-based pianist and composer Juha Kujanpää.
- ◆ Handcraft: I enjoy weaving, quilting, sewing, embroidery, and other textile media.

9B+C

WendyB-Montague Board of Selectmen

From: Walter Ramsey - Montague Planner
Sent: Wednesday, January 20, 2021 5:27 PM
To: WendyB-Montague Board of Selectmen
Cc: StevenE - Montague Town Administrator
Subject: 1/25 SB items
Attachments: MEDIC Appointments 2021.pdf; CC Appointments 2021.pdf

Wendy,

I have some items for Personnel Board:

- Accept resignation of Alex Peterkin and Addie Rose Holland from the Conservation Commission
- Appoint Anthony Reiber to Montague Conservation Commission to fill the remainder of the term ending 6/30/2021
- Appoint Tobias Carter as an Associate of the Montague Conservation Commission to fill the remainder of term ending 6/30/2021
- Appoint James Mussoni to the Montague Economic Development and Industrial Corporation "At-Large" Seat to fill the remainder of the term ending 6/30/22.

Walter Ramsey, AICP | Montague Town Planner | (413) 863-3200 x 112 | planner@montague-ma.gov



MONTAGUE PLANNING & CONSERVATION

ONE AVENUE A • TURNERS FALLS, MA 01376 •
413-863-3200 EXT 112 — PLANNER@MONTAGUE-MA.GOV

To: Selectboard/ Personnel Board

From: Walter Ramsey, Montague Town Planner

A handwritten signature of Walter Ramsey in black ink.

Date: January 20, 2021

RE: Appointments to Conservation Commission

Please accept with regret, the resignation of Alex Peterkin (member since 2014) and Addie Rose Holland (member since 2003) from the Conservation Commission and appoint the following individuals:

Anthony Reiber to Replace Alex Peterkin full membership term ending 6/30/2021

Tobias Carter to replace Addie Rose Holland associate membership term ending 6/30/2021

Mr. Reiber and Mr. Carter were recruited through an open solicitation that was published twice in the Montague Reporter and also on the town's website and Facebook account. Both have sat in on the last two monthly meetings of the Commission and have proven themselves fit to execute the duties of the Conservation Commission. Both bring expertise that will benefit the Commission.

Mr. Reiber has exemplary qualifications. He writes "I have been a Montague resident for 17 years with a background in natural resources conservation and agriculture. I completed a M.S. UMASS in 2007 in Wetland Conservation and have been involved in ecological restoration and native plant cultivation since 1999. I am currently the Natural Resources Program Coordinator at Greenfield Community College."

Mr. Carter has lived in Montague for about a year. He is a licensed forester so he is knowledgeable of best management practices and the regulatory framework. He has a desire to serve and to learn the role, so he would be a great fit for the available (non-voting) associate position.

Reply Reply All Forward



Tue 12/8/2020 9:45 PM

Anthony Reiber <aareiber@gmail.com>

Interest in Conservation Commission Board

To: Walter Ramsey - Montague Planner

Follow up. Start by Wednesday, December 09, 2020. Due by Wednesday, December 09, 2020.
You replied to this message on 12/9/2020 8:55 AM.

Hi Walter,

I am writing with interest in the open Conservation Commission position. I have been a Montague resident for 17 years with a background in natural resources conservation and agriculture. I completed a M.S. UMASS in 2007 in Wetland Conservation and have been involved in ecological restoration and native plant cultivation since 1999. I am currently the Natural Resources Program Coordinator at Greenfield Community College.

Please let me know if the position is still available and if I could talk to you about volunteering.

Thank you,

Anthony Reiber

Reply Reply All Forward



Fri 10/2/2020 11:10 AM

Alex Peterkin <alex.peterkin@gmail.com>

Re: Montague Conservation Commission Appointment

To: Walter Ramsey - Montague Planner; WendyB-Montague Board of Selectmen

You forwarded this message on 10/5/2020 3:02 PM.

Action Items

+ Get more apps

Hi Walter,

I have enjoyed my time on the Commission. With regret, I am resigning and do not intend to serve the remainder of my term.

Best,

On Thu, Oct 1, 2020 at 1:21 PM Walter Ramsey - Montague Planner <planner@montague-ma.gov> wrote:

Hi Alex,

It has been a pleasure having you on the Commission these past 5+ years. I hope you will bring your expertise to a municipality elsewhere. Please do keep in touch.

With regret, I'm asking that you respond to this email with a statement that you are resigning and that you do not intend to serve the remainder of your term ending 6/30/2021.

Please send it to Selectmen's Secretary Wendy Bogusz (selectscity@montague-ma.gov) and cc me.

Thank you for your service to the Town.

Alex Peterkin: Re: Reminder: Conservation Commission meeting tonight



Addie Rose Holland

38 Center Street
Montague, MA 01551
413-775-3828
addierose.montague@gmail.com

December 30, 2020

Richard Kuklewicz, Chairman
Montague Selectboard
1 Avenue A
Turners Falls, MA 01376

Dear Mr. Kuklewicz and members of the Selectboard,

I am writing to resign my alternate seat term appointment ending 6/30/21 on the Montague Town Conservation Commission. My resignation before the term end is intended to allow other interested candidates to fill the role.

I have enjoyed serving on the commission for many years, thank you for the opportunity!

Sincerely,



Addie Rose Holland



MONTAGUE PLANNING & CONSERVATION

ONE AVENUE A • TURNERS FALLS, MA 01376 •
413-863-3200 EXT 112 — PLANNER@MONTAGUE-MA.GOV

To: Selectboard/ Personnel Board

From: Walter Ramsey, Montague Town Planner

A handwritten signature in cursive script, appearing to read 'Walter Ramsey'.

Date: January 20, 2021

RE: Appointment to MEDIC

Please consider appointing James (Jim) Mussoni to the vacant Montague EDIC “at-large” seat for the term ending 6/30/22. Jim has been attending MEDIC quarterly meetings since July 2019. He has demonstrated that he is prepared and capable to execute the duties as a MEDIC Commissioner.

The MEDIC is also ready to begin actively recruiting new members to the following seats

- Real Estate
- At-large

WendyB-Montague Board of Selectmen

From: James Mussoni <jamesmussoni@gmail.com>
Sent: Wednesday, January 13, 2021 6:43 PM
To: WendyB-Montague Board of Selectmen
Subject: MEDC

Hi Richard,

My name is James Mussoni. I would like you to consider my appointment to the Montague Economic Development Committee general seating. I have been sitting in on meetings for the past year as an observer. I have been a representative of precinct 6 in the town meeting for 4 years now. I am a 20 year resident of Montague, I own property in Turners Falls and Montague and I own and have operated a agricultural consulting company in Massachusetts for 30 years. I have the backing of Walter Ramsey and the rest of the committee. I believe I can make a positive impact on the future of Montague.

Thank you for your consideration,
James Mussoni

WendyB-Montague Board of Selectmen

From: Walter Ramsey - Montague Planner
Sent: Thursday, January 21, 2021 3:56 PM
To: WendyB-Montague Board of Selectmen; StevenE - Montague Town Administrator
Subject: Additional SB item
Attachments: KP-#701573-v1-MTGU_Purchase_and_Sale_Agreement_(St_Anne_s_Rectory) (002....doc; 25 Sixth LDA Dec 2020.doc; 25 Sixth LDA Exhibit B Final.pdf

Consider executing Real Estate Agreement with John P. Anctil regarding the sale of 25 Sixth Street (former St. Anne's Rectory) for purchase price of \$25,000 in accordance with the proposal that was awarded 9/23/2019

FYI, Here are the minutes from 9/23/19

Recommendation for award of 25 Sixth Street (St. Anne's Rectory) property RFP

- John Anctil discusses benefits to receiving the RFP award for the St. Anne's Rectory property, including improving the building's roof and sprinkler system, and creating a facility for film and television training as well as post production projects.
- Kuklewicz and Nelson express their belief that it is critical to stabilize the building.
- Boutwell points out that this project would put the property back on the tax rolls.
- Ellis acknowledges that this is not a perfect proposal from the standpoint of firm commitments for a specific business use, but it is a positive step for a property that will otherwise continue to deteriorate.
- Ramsey believes that of all the developers he has met with since 2012, Anctil is in the best position to redevelop the property due to his ownership of the Saint Anne's Church, which was part of the original combined lot that contained both buildings, which are interconnected and which shares some common utilities with the rectory.
- *Nelson makes the motion to award the RFP for 25th Sixth Street (St. Anne's Rectory) to John Anctil for the sum of \$25,000, and to authorize the Town Administrator and Town Planner to negotiate a land development agreement with Mr. Anctil that would establish the terms and conditions of eventual ownership. Seconded by Boutwell, unanimously approved. Nelson - Aye, Boutwell - Aye, Kuklewicz - Aye*

Walter Ramsey, AICP | Montague Town Planner | (413) 863-3200 x 112 | planner@montague-ma.gov

REAL ESTATE AGREEMENT

AGREEMENT made as of this ____ th day of _____, 2020 (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 **John P. Anctil**, having an address of 47 J Street, Turners Falls, MA 01376 (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 the terms and conditions hereinafter set forth, the property known as 25 Sixth Street, Turners Falls (Montague), Massachusetts, and identified in the deed recorded in the Franklin County Registry of Deeds in Book 6241, Page 145 (the "Property"). The property consists of 8,793 square feet (.2 acres) and is inclusive of a two story brick building with walk-in basement, garage, porches and former classroom space.
- 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." Notwithstanding the foregoing, the Buyer agrees to maintain the lawn and front of the Premises prior to closing.

2. Purchase Price.

The purchase price (the "Purchase Price") for the Premises shall be Twenty-Five Thousand (\$25,000.00) Dollars. Buyer has previously paid \$1,000.00 as a deposit, which shall be credited against the Purchase Price. 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 obligation of the parties under this Agreement 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. Land Development Agreement. Agreement on the final form of a Land Development Agreement, substantially similar to the document attached as Exhibit A.
- d. Permits and Approvals. Buyer must obtain any and all permits and approvals to develop the Premises, including, but not limited to, a special permit under the Montague Zoning Bylaws.
- 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) A deed restriction providing that "in no event shall the Premises ever be put to any use that is inconsistent with the teaching of the Roman Catholic Church as determined in the sole discretion of the Roman Catholic Bishop of Springfield," as set forth in a deed recorded in the Franklin Registry of Deeds in Book 5491, Page 5;
- (v) Approval of the Montague Selectboard of the conceptual design plan for the development of the Premises; and
- (vi) 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 or 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 within 90 days of the signing of this contract.
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. Real estate taxes shall be assessed on the Premises commencing in Fiscal Year 2021. If the amount of the taxes is not known at the time of the delivery of the deed, the taxes shall be apportioned on the basis of the taxes for the previous fiscal year. 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.

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 Selectboard

Richard Kuklewicz, Chair

Michael M. Nelson

Christopher M. Boutwell, Sr.

BUYER:

John P. Ancil

701573/MTGU/0113

Exhibit A

Land Development Agreement

LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this "Agreement") is entered into this ____ day of _____, 2020, by and between the **Town of Montague**, having an address of One Avenue A, Turners Falls, Massachusetts 01376 (the "Town") and **John P. Anctil**, having an address of 47 J Street, Turners Falls, Massachusetts 01376 ("Developer").

Whereas, the Town is the owner a parcel of land, known as the former St. Anne's Church Rectory, 25 Sixth Street, Turners Falls (Montague), Massachusetts, and identified in the deed recorded in the Franklin County Registry of Deeds in Book 6241, Page 145 (the "Property");

Whereas, the Town issued a request for proposals on June 26, 2019 (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 August 5, 2019 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 Developer has obtained the necessary permits and approvals for the construction of the Project, as hereinafter defined, and the Montague Selectboard has approved the plans for the development at the Property (the "Permits and Approved Plans");

WHEREAS, the Town, for consideration of Twenty-Five Thousand (\$25,000.00) 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, reconstructing, repairing and replacing the Property to stabilize and improve, and thereby facilitate future use of the Property as proposed by Developer in the Proposal (collectively, the "Project");

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"); and

- I. 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:

DEVELOPMENT AGREEMENT

Construction Obligations

1. Financing. The Developer has available sufficient funds, either through its own resources and/or private financing to complete the Project. Developer will keep the Town apprised by permitting the Town to conduct quarterly walk through inspections.
2. Construction of Project; Permitting and Approval. The Developer shall construct and develop the Project on the Property. The Developer agrees to commence work within thirty (30) days of the recording of this Agreement, and 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 the Project and to complete the same in an expeditious manner, in accordance with the Work Plan.
3. Construction Schedule. The Developer shall complete the work identified in Exhibit C within twelve (12) months from the transfer of ownership of the property. The 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 or the Deed, 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, 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 Permits and Approved Plans, and complies with Montague Zoning Bylaws
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 Work 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 Work 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, between the parties.

In the event the Montague Selectboard determines, in its sole discretion, that the Developer has not completed the Work in accordance with this Agreement, the Proposal or the Detailed Work Plan and Construction Schedule, or is otherwise in default under this Agreement, the Town may retain the Escrowed Funds.

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 propose and pursue a tax increment financing agreement subject to the necessary Town approvals, and any other required approvals, with state or local. The Developer acknowledges that the Property is currently classified as commercial; and will remain so classified unless and until the Assessor reclassifies the Property as residential.

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 Commitments, 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, John Anctil 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 Selectboard 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 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 Selectboard 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 John P. Anctil 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 provisions 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 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: (i) 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: Montague Selectboard
Town Hall
One Avenue A
Turners Falls, MA 01376
Tel: 413-863-3200
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: John P. Anctil
47 J Street
Turners Falls, MA 01376

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

TOWN OF MONTAGUE,
By Its Selectboard

By: _____
John P. Anctil

Richard Kuklewicz

Michael M. Nelson

Christopher M. Boutwell, Sr.

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared John P. Anctil, 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 _____, 2020, before me, the undersigned Notary Public, personally appeared _____, members of the Montague Selectboard, 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:

701574/MTGU/0113

Exhibit A

Request for Proposals

Exhibit B

Detailed Work Plan and Construction Schedule

From: John Anctil ("Buyer")
To: Montague Town Administration ("Town")
Re: Rectory @ 25 6th Street

Deliverables related to the proposed purchase of Rectory

General disclaimer: the below-mentioned timelines are worst-case scenarios. We are in consultation with various experts including Chris Sawyer to determine the viability of certain approaches in order to satisfy applicable historical tax credit and compliance requirements.

The variety of repairs and trades involved introduce inherent elements of complexity into proposed timetables and order of tasks, but we will make all reasonable efforts to proceed in an orderly and sensible fashion with the overall goal of preserving the property, beginning upkeep in earnest, and accomplishing the specific long-term goals in the best order and timetable possible. Compliance with historical standards also tends to lengthen timetables as compared to modern rebuilds, as the level of detail, methods and materials used are different. However, certain items could be commenced immediately upon authorization from the town/signing of LDA.

If we pursue the MA and Federal Historic tax credits, the 10% abandoned building tax credits and compliance with ADA/ MA AAB need to also be considered when evaluating whether to legally combine properties into one parcel. We are still in consultation on that issue. The ongoing consultation and analysis may affect some of the proposed timelines, as may the fact that with winter weather in the relatively near future, certain tasks will by necessity require extended timetables. However, please note that a given task may be finished earlier than its proposed timetable if circumstances permit.

In this context, please see the following proposed actions below for your consideration.

IMMEDIATE COMMENCEMENT

- Pare back overgrown shrubs and mow lawn, snow removal, general upkeep of the landscaping for good presentation on street side
 - Timetable: immediate commencement, upkeep ongoing

SHORT TERM (6 - 8 weeks from commencement)

- Remove and control all vines growing on exterior of building
 - Estimated timetable for completion: 6 weeks
- Clean storm windows and repair or remove any broken glass, where possible close and weather seal them.
 - Estimated timetable for completion: 2 months
- To extent currently possible, clean up interior floors (sweep, vacuum, mop), walls (clean), windows (clean)
 - Estimated timetable for completion: 2 months

- Find and address any penetrations from water/air/exterior forces and remedy as needed
 - Estimated timetable for completion: 2 months, longer if more discovered after initial work

MEDIUM TERM (approx 6 months)

- Repair exterior of front foyer trim (where animals appear to have made their home) and find gentle way to relocate the animals if possible
 - Estimated timetable for completion: 6 months

LONG TERM (6-12 months or longer)

- Exterior trim: repair, caulk and paint. May need to send paint sample to lab to uncover original coloring in order to match for historical standards
 - Estimated timetable for completion: 12 months
- Full repointing of all exterior bricks in compliance with National Park Service Historical standards for mortar mix and coloring. Extensive work needed on two chimneys and first three feet up from ground on one section in back. Expert currently evaluating full extent of necessary procedures.
 - Estimated timetable for completion: 12 months
- In front top floor dormer: replace the two (currently boarded up) windows with aesthetically pleasing, weather proofed flat-black painted marine grade boarding.
 - Estimated timetable for completion: 12 months
- Clean gutters, repair and replace as necessary
 - Estimated timetable for completion: 12 months
- Three windows on front right second floor (currently boarded): replace current boards with more aesthetically pleasing, weather proofed flat-black painted marine grade boarding.
 - Estimated timetable for completion: 12 months
- Repair broken basement windows
 - Estimated time for completion: 12 months
- Back porch: touch up, prime/paint the failing paint on back porch
 - Estimated time for completion: 12 months
- Third floor dormer (back of building): remove exterior debris chute/wood, replace the two (currently boarded up) windows with aesthetically pleasing, weather proofed flat-black painted marine grade boarding.
 - Estimated timetable for completion: 12 months
- Second floor bedroom (left side if facing from back of building): where the fire was, replace current boards with more aesthetically pleasing, weather proofed flat-black painted marine grade boarding.
 - Estimated timetable for completion: 12 months
- Repair back porch first floor entrance overhang to make structurally sound/safe
 - Estimated timetable for completion: 12 months

- To extent possible, preserve existing historical elements such as: woodwork (interior), fireplace mantles, etc. Highest priority where possible will be given to retaining historical appearance of these structures
 - Estimated timetable: ongoing
- Garage/ connecting section between church and rectory: replace rotted crown/trim surrounding garage door, clean/repair gutters, paint all trim to match rectory
 - Estimated timetable for completion: 12 months
- Sprinkler system: hire sprinkler designer to design sprinkler system for church, and if possible/applicable with capacity to feed rectory.
 - Estimated timetable for completion: 12 months

(11)

LAKE SHORE LEGAL, LLC
ATTORNEYS-AT-LAW

NICHOLAS ADAMOPOULOS
KIEL BECKER*

*ALSO ADMITTED IN ME

PO BOX 1210
154 THOMPSON ROAD
WEBSTER, MA 01570

TEL.: 508-943-7800

FAX: 508-948-0570

LAKESHORELEGALSOLUTIONS.COM

January 21, 2021

VIA Electronic Mail

Richard Kuklewicz
Chairman Selectboard
Town of Montague
One Avenue A
Turners Falls, MA 01376

RE: Hydroflower, LLC
36 Canal Street, Turners Falls MA

Chairman Kuklewicz,

This office represents Mr. Ryan Ward and Hydroflower, LLC. On behalf of both Mr. Ward and Hydroflower, please consider this a formal letter of intent. My clients are requesting the opportunity to meet with the Selectboard to provide a brief synopsis of the proposed project.

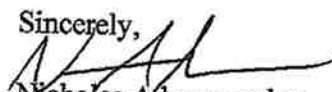
Hydroflower is seeking the proper town and state approvals to locate an adult-use marijuana cultivation and adult-use marijuana manufacturing business at 36 Canal Street, Turners Falls. Mr. Ryan Ward is the principal of this proposed project. Mr. Ward has entered into an agreement with the current owner of 36 Canal Street for use of the property. The property is properly zoned in the canal district for this proposed use. Hydroflower plans to become a wholesale cannabis cultivator in Massachusetts with potential expansion within the property and also future dispensary/retail locations throughout the Commonwealth. Hydroflower intends to design, develop, and construct a state-of-the-art cannabis production facility in Turners Falls. Hydroflower's initial plans will be to buildout approximately 40,000 square feet of cultivation, commercial kitchen, and extraction lab space. Upon local approvals, Hydroflower will begin the application process with the Cannabis Control Commission.

Hydroflower has a management team with extensive experience in the cannabis cultivation and manufacturing sector. The Company's CEO, Ryan Ward, is also a co-founder of East Coast Cannabis Company (ECC), one of Maine's earliest adult use licensees. ECC is a vertically integrated cannabis company, with an additional 20,000 square foot facility under

construction. Mr. Ward has a deep background in business and cannabis, both securing cannabis licenses nationally in states such as Pennsylvania, Maine and others, as well as raising significant capital to successfully launch businesses from concept to 100% operation. Furthermore, Hydroflower's team of experts have been part of some of the largest cannabis companies, such as Trulieve, and managed cannabis construction projects in excess of over 500,000 square feet across the country. Also, the Hydroflower team has deep expertise in construction, including the building out of large-scale commercial projects across the United States.

Once again, on behalf of Hydroflower, we kindly request the opportunity to offer an overview of the proposal to the Selectboard at one of their next meetings and to have the opportunity for Mr. Ward to introduce himself to the Board. Kindly contact me with any questions.

Sincerely,



Nicholas Adamopoulos

CC: Ryan Ward
Planning Board c/o Walter Ramsey
Police Department c/o Chie Chris Williams
Board of Health c/o Daniel Wasiuk