

**JOINT SELECTBOARD and BOARD OF HEALTH MEETING**

**Due to COVID-19 Public Participation will be by:**

**Join Zoom Meeting:** <https://us02web.zoom.us/j/88613044732>

**Meeting ID:** 886 1304 4732      **Password:** 758739

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

**Monday, June 7, 2021**

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:50 PM      Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:50          Board of Health Chair opens the meeting, roll call taken
3. 6:51          Approve Minutes:
  - Joint Selectboard, Board of Health and PA Advisory Committees Meeting: 5/10/21
  - Joint Selectboard and PA Advisory Committees Meeting: May 17, 2021
  - Joint Selectboard and Board of Health Meeting: May 24, 2021
4. 6:52          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. 6:54          Selectboard Membership Announcement
6. 7:00          COVID-19 Updates and Action Items
  - Update on Montague COVID case counts
  - Consider Rescinding Declaration of COVID-19 Emergency
  - Resumption of in-person meetings
  - Montague Parks & Recreation Dept. – Cleaning of High Touch Park Structures
  - CARES Update
7. 7:15          Jon Dobosz, Parks & Recreation Director
  - Homelands Festival being held at Unity Park on August 6 – 8, 2021
8. 7:20          Mark Lattanzi, Northampton Radio Group
  - Free Concert at Unity Park to Celebrate WRSI's 40<sup>th</sup> Birthday, 8/1/21, 1:00 PM - 8:00 PM
    - Entertainment Permit, Outdoor Concert
    - Special and One Day License Application
9. 7:30          Suzanne LoManto, Assistant Town Planner
  - Local Rapid Recovery Plan – Initial Findings and Next Steps

**JOINT SELECTBOARD and BOARD OF HEALTH  
MEETING NOTICE  
Monday, June 7, 2021  
Page 2**

10. 7:40      Personnel Board
- Juneteenth Holiday
  - Increase Patricia Holloway to Full Time Status, WPCF Administrative Assistant, NAGE Grade B, Step 3, 40 hrs. week, effective 6/7/21
  - Personnel Updates
11. 7:50      Chelsey Little, WPCF Superintendent
- FY21 Sewer Use Abatements
  - Award bid for a Sludge Dewatering Press to Russell Resources Inc. of Brewer Maine for a total price of \$295,126.05, \$53,243.45 due at signing and twenty (20) quarterly installments of \$12,094.13
  - Approve Lease Agreement with Russell Resources, Inc. of Brewer Maine for up to \$295,126.05
12. 8:05      Sale of Land to River Bluff Group, LLC
- Execute Deed for 7.887 acres of land on Industrial Boulevard with River Bluff Group, LLC (\$157,500). Land described on "Plan of Land Prepared for The Inhabitants of the Town of Montague," dated June 10, 2013, and recorded with the Franklin County Registry of Deeds in Plan Book 134, Page 96.
13. 8:15      Jeff Singleton, FRTA Representative
- FRTA Updates
14. 8:25      Town Administrator's Report
- Reserve Fund Transfer: \$2,500 to be transferred from the Reserve Fund to account #001-5-946-5740, Property and Liability Insurance
  - Racial Equity Webinar Training Series
  - Farren Care Center Update
  - Grant Summary Review – One Stop
  - Topics not anticipated in 48 hour posting

**Upcoming Meetings:**

- Selectboard Meeting, **MONDAY, June 14, 2021, 6:30 PM** via Zoom

6B

## **WendyB-Montague Board of Selectmen**

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**From:** StevenE - Montague Town Administrator  
**Sent:** Thursday, June 3, 2021 10:23 AM  
**To:** WendyB-Montague Board of Selectmen; Daniel Wasiuk; Albert Cummings  
**Subject:** Rescinding - COVID-19 Emergency Declaration  
**Attachments:** COVID-19 Emergency Declaration.doc

Hi

It is our intention to have the SB and BOH meet in joint session on June 7<sup>th</sup> and to vote to rescind the COVID-19 state of emergency in the Town of Montague effective June 15, 2021, concurrent with and contingent upon the Governor of Massachusetts' same action on that date.

Steve



Town of Montague  
One Avenue A  
Turners Falls, MA 01376

Phone (413) 863-3200 ext. 110  
FAX (413) 863-3231

## DECLARATION OF EMERGENCY

**WHEREAS**, the so-called 2019 Novel Coronavirus (COVID-19) is a highly contagious and potentially fatal respiratory disease, the prevalence of which is increasing rapidly throughout the world, inclusive of the United States and the Commonwealth of Massachusetts; and

**WHEREAS**, on March 11, 2020 the World Health Organization designated COVID-19 a Pandemic Health Emergency; and

**WHEREAS**, on March 10, 2020, the Governor of the Commonwealth of Massachusetts issued a Declaration of a State of Emergency to respond to COVID-19; and

**WHEREAS**, the Montague Selectboard and Montague Board of Health, in consultation with the State Department of Public Health has determined that COVID-19 poses a present and reasonable imminent danger to public health, safety, and the general welfare of people residing both within and outside of Montague; and

**WHEREAS**, the Montague Selectboard and Montague Board of Health have determined that immediate public action is needed in order to prevent or minimize the spread and acquisition of COVID-19 by and among the people of Montague; and

**WHEREAS**, Montague Selectboard and Montague Board of Health have recommended that state of emergency be declared in the Town of Montague;

**NOW THEREFORE**, the Montague Selectboard and Montague Board of Health, Massachusetts, hereby declare that as of 3:05pm on Sunday, March 15, 2020, a state of emergency exists in the Town of Montague. This declaration of emergency shall remain in effect until further notice is given, pursuant to these boards' judgment that a state of emergency no longer exists.

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Richard Kuklewicz, Selectboard Chair

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Date

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Albert Cummings, Board of Health Chair

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Date

**Montague Parks & Recreation Dept. - Cleaning High Touch Park Structures**

**Selectboard Meeting; June 7, 2021**

- MPRD Director sent out a poll to all Pioneer Valley Parks & Recreation directors, and no other department plans on cleaning/disinfecting high touch areas in parks/playgrounds.
- There was only one other known department in the Pioneer Valley that implemented such practice in 2020.
- The CDC does recommend grab bars, play structures, and railings, should be cleaned regularly. MA has rescinded all guidelines, but never required the cleaning/sanitation of playground structures to begin with.
- 2020 Costs associated with cleaning play structures: 21 total weeks
  - Personnel = MPRD only (DPW performed duties every Monday)
    - \$2,244 total
    - 166.25 total hours; 8 hours/week
  - Supplies/Equipment = \$1,379

## WendyB-Montague Board of Selectmen

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**From:** Jonathan Dobosz  
**Sent:** Thursday, May 27, 2021 10:31 AM  
**To:** WendyB-Montague Board of Selectmen  
**Cc:** River Culture; Albert Cummings Jr. (albertcummings9@comcast.net); Barbara Kuklewicz; Dennis Grader  
**Subject:** June 7 SB

Hello,

Per Rich's request please give me about 10 minutes during the June 7 meeting to discuss the cleaning of hi-touch areas in our playgrounds, in addition to the Homelands Festival being held at Unity Park on August 6-8.

*Jon Dobosz, CPRP, CPO*

*Director of Parks & Recreation*

*Montague Parks & Recreation Dept.*

*56 First St.*

*Turners Falls, MA 01376*

*(413) 863-3216*





MONTAGUE PARKS & RECREATION DEPARTMENT  
56 First Street, Unity Park Fieldhouse  
Turners Falls, MA 01376  
Phone: (413) 863-3216/Fax: (413) 863-3229  
www.montagueparksrec.com



Jonathan J. Dobosz, CPRP, CPO  
Director of Parks & Recreation  
recdir@montague-ma.gov

Jennifer L. Peterson  
Clerk/Bookkeeper  
recclerk@montague-ma.gov

## Facility Reservation Permit Application

Date Submitting Request: 6/2/21  
Individual/Organization/Group applying for permit: Northampton Radio  
Address: 15 Hampton Ave City: Northampton Zip Code: 01060  
Phone Number: 413-586-7100 Fax Number: 413-585-0927  
Contact Person: Mark Lattanzi E-mail address: Mark@WRSI-Com  
(Contact Person must be present during the entirety of the reservation.)  
Cellphone Number: 413-559-1976 Estimated Number of Attendees: 2,000-3,000

**Fields & Facilities:** Check all that apply relative to this request

\*Unity Park -

- ☒ Ballfield 1  
☒ Ballfield 2

- ☐ Picnic Area #1  
☐ Picnic Area #2  
☐ Sun Shelter

Highland Park (Millers Falls) -

- ☐ Ballfield  
☐ Picnic Area

Montague Center Town Hall -

- ☐ Gymnasium

Montague Center Park -

- ☐ Ballfield  
☐ Picnic Area

Rutter's Park (Lake Pleasant) -

- ☐ Picnic Shelter

Norma's Park (Lake Pleasant) -

- ☐ Picnic Area

Date of Event: SUNDAY 8/1/21 \*Start Time: 1pm \*End Time: 8pm  
Day of Week Date

(\*There is a 3 hr. maximum time limit on all reservations, except for community-wide special events, which includes set-up and breakdown)

Activity & Purpose: Free concert to celebrate WRSI's 40th birthday.

Equipment or supplies bringing on-site? stage, sound system, tents.

- ⇒ Are you Charging fees? NO If yes, what is your fee structure? \_\_\_\_\_
- ⇒ Will there be amplified music? yes If yes, you will receive a Noise Regulation Policy. Completion of an Application for Entertainment may be necessary through the Montague Board of Selectmen Office.
- ⇒ Are you selling food/beverages? yes If yes, a Temporary Food Permit Application must be taken out through the Montague Board of Health.
- Sale or consumption of alcoholic beverages is NOT ALLOWED ON TOWN PROPERTY, and any such request requires prior approval from the Montague Parks & Recreation Commission and Board of Selectmen.
  - Food permits must be visible at all times during the event.
- ⇒ Restroom Needs: Will you need additional Portable Toilets for your event? yes If yes, please coordinate with the MPRD Office.

\*Unity Park, Restroom Access: Unity Park Fieldhouse restrooms are typically available when the Parks & Recreation Main Office is open Mondays - Fridays, 8:30a - 4:30p. A portable toilet is located near the Unity Park Playground from early April through November (weather permitting) for after-hour needs.

## **CERTIFICATE OF INSURANCE REQUIREMENT**

**Whenever the Town allows an outside organization/group to utilize Town premises, the Town must obtain a Certificate of Insurance from that outside entity using Town property, affording the following:**

- 1) General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured".
- 2) Automobile Liability (applicable for any outside organization who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law.
- 4) Professional Liability of at least \$1,000,000/occurrence, \$3,000,000 aggregate. The Town should be named as an "Additional Insured".
- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Town should be named as an "Additional Insured".

*The Town also reserves the right to require the signing of individual waivers by all participants, which are to be given to MPRD personnel PRIOR to the reservation. Waivers will be kept on-file in the Parks & Recreation Office.*

**PLEASE PROVIDE US WITH A ROUGH DRAWING OF YOUR SET-UP:**  
***(Groups & large events only)***

### **STATEMENT OF AGREEMENT:**

By signing this request you agree that the information provided above is factual to the best of your knowledge, and you also agree to abide by the rules and policies set forth in this application. You also acknowledge that in using the facilities noted above that you, for your own account, and on behalf of the individuals/organization/business that you represent, hereby agree to release, remise, indemnify and hold harmless the Town of Montague and Parks and Recreation Department, all of their officers, staff and agents, from any claim of liability related to any accident, injury, incident, illness or loss that may occur during this reservation:

  
\_\_\_\_\_  
Signature of Applicant/Contact Person

06 / 02 / 2021  
\_\_\_\_\_  
Date

⇒ If approved, this form shall serve as your PERMIT. Have it on-hand throughout the entire reservation.

⇒ A copy is on-file in the Parks & Recreation Office.

⇒ Please ensure the space you reserved is clean before you leave.

MPRD 3/20

**FOR OFFICE USE ONLY:**

MPRD STAFF: \_\_\_\_\_

DATE: \_\_\_\_\_

Results: Application ☐ GRANTED ☐ DENIED

Security Deposit: DUE: \$ \_\_\_\_\_ by \_\_\_\_\_  
Date

Special Stipulation or Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL REQUIREMENTS**  
(Check all that apply)

**Rec'd by MPRD  
Staff**

☐ Certificate of Insurance

☐

☐ Temporary Food License

☐

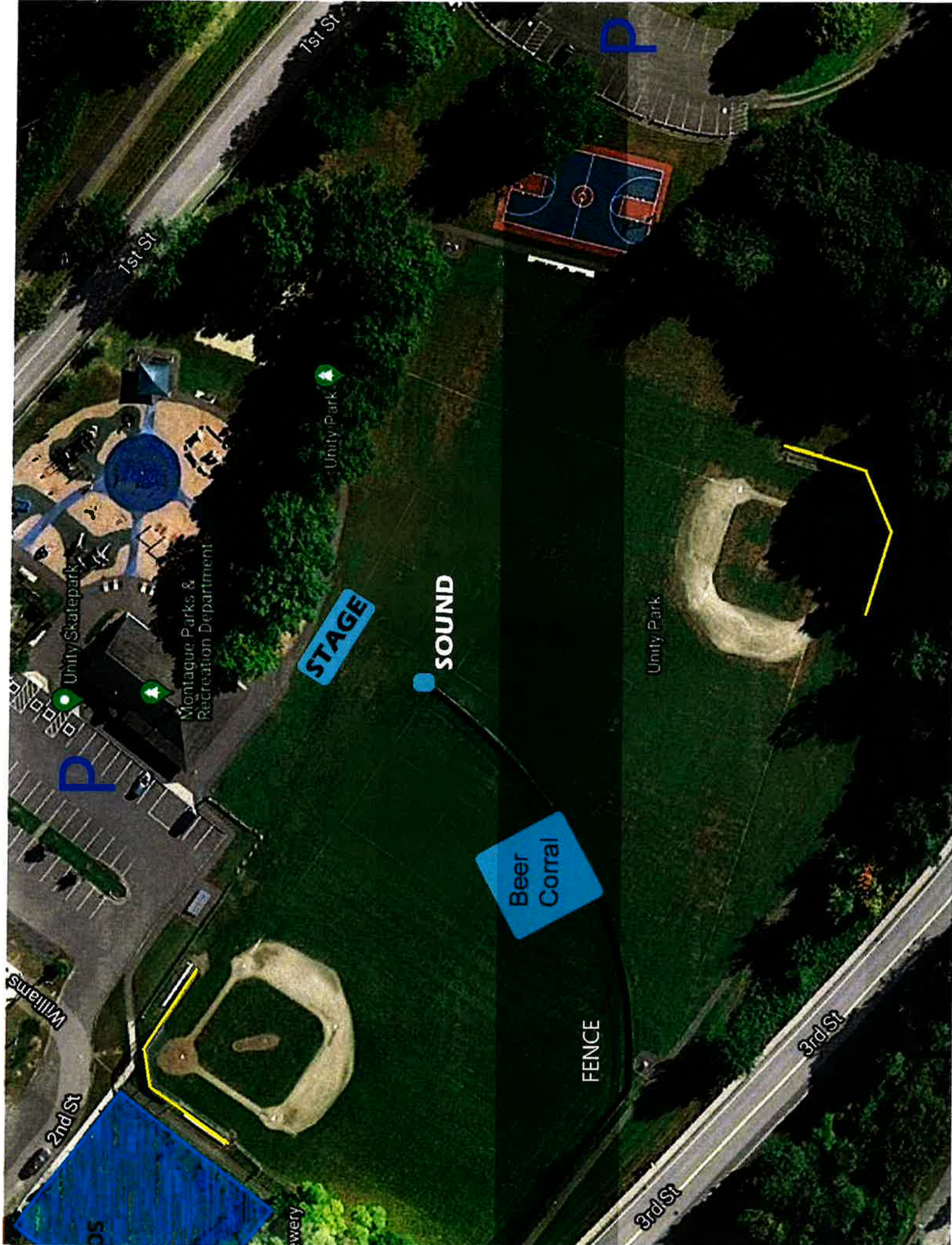
☐ Entertainment License

☐

☐ Town of Montague Public Demonstration

☐





**TOWN OF MONTAGUE  
APPLICATION FOR AN ENTERTAINMENT LICENSE  
SPECIAL AND REGULAR**

Date of Application: 6/2/21 Date Approved: \_\_\_\_\_ Fee: \_\_\_\_\_

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 21  
during the following hours:

on 8/1/2021 ONLY

Sunday	from: <u>1pm</u>	to: <u>8pm</u>	Thursday	from: _____	to: _____
Monday	from: _____	to: _____	Friday	from: _____	to: _____
Tuesday	from: _____	to: _____	Saturday	from: _____	to: _____
Wednesday	from: _____	to: _____	Legal Holiday	from: _____	to: _____

This is a "special entertainment permit" request? yes { no

This is an annual renewal? { yes no

1. NAME OF APPLICANT: Mark Lattanzi TELEPHONE: 413-559-1976 (C)

2. D/B/A: Northampton Radio Group

3. PREMISES: \_\_\_\_\_ BUSINESS PHONE: 413-586-7400

4. The specific categories of licensed entertainment sought to be approved are:

\_\_\_\_\_ Radio \_\_\_\_\_ Jukebox \_\_\_\_\_ Video Jukebox \_\_\_\_\_ Pinball Machines

\_\_\_\_\_ Wide Screen TV \_\_\_\_\_ Television/Cable \_\_\_\_\_ Pool Tables

✓ outdoor concert

Automatic Amusement Devices: Video Games, Number of: \_\_\_\_\_ Type: { Video or { Keno

_____ Dancing by patrons	size of floor _____
<u>✓</u> Instrumental Music	number of instruments & amplifiers <u>5-8</u>
<u>✓</u> Live Vocalists	number of persons/type of show <u>live rock band</u>
_____ Exhibition	type _____
_____ Trade Show	type _____
_____ Athletic Event	type _____
_____ Play	type _____
_____ Readings of Poetry or other	
_____ New Years Eve "after midnight entertainment"	

Indoors: Size of area to be used: \_\_\_\_\_ Allowed: \_\_\_\_\_ Number of People: \_\_\_\_\_ Allowed: \_\_\_\_\_

Outdoors: Size of area to be used: Unity Park Available Parking: street parking

Alcohol to be served: \_\_\_\_\_

[Signature]  
Applicant Signature

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

Board of Health \_\_\_\_\_ Date 6-3-21

Police Department, Chief \_\_\_\_\_ Date \_\_\_\_\_

Fire Department, Chief \_\_\_\_\_ Date \_\_\_\_\_

Board of Selectmen, Chairman \_\_\_\_\_ Date \_\_\_\_\_



**TOWN OF MONTAGUE**  
**Special and One Day License – Application Form**  
(M.G.L. Ch. 138 S. 14)

CHECK ONE

☒

Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

☐

Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR:

8/1/2021

1. Full name, address and phone number(s) of the organization making this application:  
Berkshire Brewing Co.  
Railroad St. S. Deerfield MA 01373 413-665-6600
2. Full name, address and phone number(s) of manager who shall be responsible for the license:  
\_\_\_\_\_  
\_\_\_\_\_
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.  
YES ☒ NO ☐
4. Nature of Event free concert Number of Attendees 2000-3000
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES ☐ NO ☒
6. Location where event shall be held: UNITY PARK
7. Has the approval of the property owner been obtained? YES ☒ NO ☐
8. Exact times of the license: FROM 230 o'clock AM/PM TO 630 o'clock AM/PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?  
YES ☐ NO ☐ If so, when? \_\_\_\_\_
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES ☐ NO ☒
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.
12. Proof of Liquor Liability Insurance provided? \_\_\_\_\_ Date: \_\_\_\_\_

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Authorized Representative and Title

Date

Office Use Only:

Date Approved: \_\_\_\_\_

# Days Permit Issued For: \_\_\_\_\_

Dates License Issued for: \_\_\_\_\_

Police Chief Signature: \_\_\_\_\_

Select Board Chair Signature: \_\_\_\_\_

# Town of Montague Personnel Status Change Notice

Authorized Signature: \_\_\_\_\_

Employee # 1966

**General Information:**

Full name of employee: Patricia Holloway

Department: WPCF

Title: Administrative Asst.

Effective date of change: 6/07/2021

**New Hire:** PT to FT

Permanent: X Y \_\_\_\_ N If temporary, estimated length of service: \_\_\_\_\_

Hours per Week: 40 Union: NAGE

Pay: Grade B Step 3 Wage Rate: 18.43 (annual/daily/hourly)

Board Authorizing: Selectboard Date of Meeting: 6/07/2021

**Grade/Step/COLA Change:**

Union: \_\_\_\_\_

Old Pay: Grade \_\_\_\_ Step \_\_\_\_ Wage Rate: \_\_\_\_\_ (annual/daily/hourly)

New Pay: Grade \_\_\_\_ Step \_\_\_\_ Wage Rate: \_\_\_\_\_ (annual/daily/hourly)

**Termination of Employment:**

Resignation: \_\_\_\_\_ Layoff: \_\_\_\_\_ Involuntary Termination: \_\_\_\_\_

**Other:**

\_\_\_\_ Unpaid Leave of Absence Termination Date: \_\_\_\_\_

\_\_\_\_ Unpaid Sick Leave Termination Date: \_\_\_\_\_

\_\_\_\_ Other/Specify: \_\_\_\_\_ Termination Date: \_\_\_\_\_

**Copies to:**

\_\_\_\_ Employee  
\_\_\_\_ Treasurer

\_\_\_\_ Department  
\_\_\_\_ Accountant

\_\_\_\_ Board of Selectmen  
\_\_\_\_ Retirement Board

# Sewer Abatement FY 2021 First Half Billing Period

#	Location	Reason for Request	Superintendent Recommendation	Updated Info	Notes (\$14.56/1000gallon)
1	32 Center St, Montague Center	Lower Summer Usage than winter usage (previous owner had leak in winter, leak now fixed)	ABATE \$349.44		Billed Amount: \$553.28 for 38000 gallons
2	21 Bernardo Dr, Montague	Incorrect billing rate applied (should have been on metered rate, was on flat rate)	ABATE \$1,696.14		Used Summer usage for calculation (\$14,000 gallons, \$203.84) As outside time period, applied to MA Dept of Revenue, Approved April 28, 2021
3	37 Third St, Turners Falls	New owner usage drastically lower than previous owner	ABATE \$5,269.87		Billed amount: \$5910.51 for 191000 gallons
4					Actual usage 44000 gallons, \$640.64
5					
6					
7					
8					
9					
10					
11					
12					

Property sales - not abated, it is the responsibility of the seller/buyer to obtain utility information and determine an equitable solution with respect to payment obligations to the town prior to closing.

Toilet leaks - not abated, water that goes through plumbing devices and reaches the sewer is billed because it is conveyed by the sanitary sewer and treated at the WWTP.

## TOWN OF MONTAGUE, MASSACHUSETTS

## LEASE AGREEMENT

THIS AGREEMENT made this 7th day of June, 2021 by and between the TOWN of MONTAGUE, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at One Avenue A, Turners Falls, MA 01376, hereinafter referred to as the "TOWN", and Russell Resources, Inc, an S-corporation having a usual place of business at 56 Stevens Rd., Unit 3, Brewer, Maine 04412, hereinafter referred to as the "VENDOR".

## WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the lease, delivery and service of a Sludge Dewatering Screw Press, hereinafter "the Product"; and

WHEREAS, the VENDOR submitted a Bid to perform the work required to provide the leased product; and

WHEREAS, the TOWN has decided to award the bid therefor to the VENDOR.

NOW, THEREFORE, the TOWN and the VENDOR agree as follows:

1. LEASE DOCUMENTS. The LEASE Documents consist of this Agreement, the Invitation to Bid, including without limitation the Specifications therein, and the VENDOR's Bid. The Lease Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. If there is any inconsistency between any of the Lease Documents, the terms most favorable to the Town shall govern.
2. THE WORK. The Work consists of obtaining and servicing the Product, as more fully described in the Lease Documents as defined above. For the purpose of this agreement, the specified product is as described in Attachment B.
3. TERM OF LEASE. This Agreement shall be in effect from June 7, 2021 and shall expire upon completion of the lease payment schedule as summarized on the Bid Form, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
  - A. The TOWN shall pay the VENDOR as full compensation for the performance of the work outlined in Section 2 above in accordance with the payment schedule appearing in the VENDOR's Bid, included herein as Attachment A.
  - B. The Initial Payment shall be made within 30 days of execution of this agreement and the first lease payment shall be due within 30 days of the VENDOR's notice that the product is ready to ship.
  - C. The acceptance by the VENDOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
  - D. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the

Agreement or any cause of action arising out of the performance of the Agreement.

- E. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of a complete and satisfactory written invoice. A late charge of 5% (five percent) may apply if payment is not rendered within this period.
  6. LOCATION OF EQUIPMENT: Equipment is received Freight on Board: PWTech will receive the product factory dockside and be responsible for freight to Montague. The equipment shall be delivered to the Montague Waste Pollution Control Facility (WPCF) in Montague Massachusetts and shall not be removed from that location without the VENDOR's prior written consent.
  7. MAINTENANCE AND REPAIR: TOWN shall maintain, at the TOWN's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, materials, parts, and any related items. TOWN will make no alterations to the equipment without prior written consent of the VENDOR.
  8. EQUIPMENT RETURN: In the event of return, the TOWN shall deliver equipment at the TOWN's expense to VENDOR in the event TOWN defaults in the agreement or elects not to complete the lease term.
  9. PURCHASE OPTION. Purchase Option is available to the TOWN at any point during the Lease Term as described in Sludge Dewatering Screw Press Bid Form.
  10. EQUIPMENT ACCEPTANCE BY TOWN. TOWN shall have the right to inspect each item of equipment as supplied pursuant to this Lease. The TOWN shall immediately notify the VENDOR of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the TOWN fails to provide such notice following a 3-day period of inspection, the TOWN will have accepted the equipment.
  11. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement. The TOWN is not obligated to purchase the product, unless it so elects in accordance with the payment schedule referenced in Paragraph 4 above.
  12. LIABILITY OF THE VENDOR. The TOWN shall bring no claim against VENDOR for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Lease. The TOWN shall maintain liability insurance of at least \$1 million.
  13. INDEPENDENT VENDOR. The VENDOR acknowledges and agrees that it is acting as an independent VENDOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

14. INDEMNIFICATION. The VENDOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the VENDOR's breach of this Agreement or the negligence or misconduct of the VENDOR, or the VENDOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.

15. INSURANCE.

A. The VENDOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

16. ASSIGNMENT. The VENDOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

17. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the VENDOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the VENDOR in writing stating therein the nature of the alleged breach and directing the VENDOR to cure such breach within ten (10) days. The VENDOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim



arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the VENDOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the VENDOR specifying the effective date of the termination. Upon receipt of said notice, the VENDOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the VENDOR up to the date of such termination, and the VENDOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the VENDOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the VENDOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the VENDOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the VENDOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

C. Rights Upon Default. Rights upon Default. In addition to any other rights afforded the VENDOR by law, if the TOWN is in default under this Lease, without notice to or demand on the TOWN, the VENDOR may take possession of the equipment as provided by law, and deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the TOWN responsible for any deficiency. The rights and remedies of the VENDOR provided by law and this Agreement shall be cumulative in nature. VENDOR shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.

18. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the VENDOR, including the right to enter upon any property owned or occupied by VENDOR, whether situated within or beyond the limits of the TOWN. Whenever requested, VENDOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request. VENDOR shall have the absolute right to inspect the Equipment during TOWN's normal business hours.
19. ROYALTIES AND PATENTS. The VENDOR shall pay all applicable royalties and license fees. In addition, the VENDOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
20. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the VENDOR shall assign or transfer any interest in the Agreement without the written consent of the other.
21. COMPLIANCE WITH LAWS. The VENDOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

AR

22. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
23. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
24. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the VENDOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
25. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
26. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument. The exchange of counterparts by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall constitute effective execution and delivery of this Agreement by the parties hereto. Signatures of Town and Grantee delivered by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall be deemed to be their original signatures for all purposes.

AL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation  
is available in the amount of this  
Contract.

\_\_\_\_\_  
Town Accountant

TOWN OF MONTAGUE, MA

By its: Selectboard

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VENDOR:

  
(Signature)

James S. Russell, President  
(Name and Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/01/2021

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).

<b>PRODUCER</b> Cross Insurance 491 Main Street P.O. Box 1388 Bangor ME 04401		<b>CONTACT NAME:</b> Judy Cardimino <b>PHONE (A/C, No, Ext):</b> (207) 404-5305 <b>FAX (A/C, No):</b> (207) 942-4678 <b>E-MAIL ADDRESS:</b> judith.cardimino@crossagency.com	
<b>INSURED</b> Russell Resources Inc. PO BOX 3276 Brewer ME 04412		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ohio Security Ins Co <b>INSURER B:</b> Ohio Casualty Ins. Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 24082 24074	

**COVERAGES****CERTIFICATE NUMBER:** CL216158953**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKS(22)56942470	01/13/2021	01/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAO(22)56942470	01/13/2021	01/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO(22)56942470	01/13/2021	01/13/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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)

Refer to policy for exclusionary endorsements and special provisions. The Certificate Holder is named as Additional Insured subject to the terms and conditions of the policies listed above, including, but not limited to, any endorsements thereto  
Re: sludge Dewatering Screw Press

**CERTIFICATE HOLDER****CANCELLATION**Town of Montague Water Pollution Control Facility  
34 Greenfield Road

Montague

MA 01351

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

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## **WendyB-Montague Board of Selectmen**

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**From:** StevenE - Montague Town Administrator  
**Sent:** Thursday, May 27, 2021 4:16 PM  
**To:** WendyB-Montague Board of Selectmen  
**Cc:** Walter Ramsey - Montague Planner  
**Subject:** FW: River Bluff Group LLC/Flower Power Growers Inc.  
**Attachments:** KP-#765462-v1-MTGU\_Deed\_for\_Lot\_A\_to\_River\_Bluff\_Group\_LLC.DOC

Hi Wendy

For June 7, please include:

### **Sale of Land to River Bluff Group, LLC**

Execute Deed for 7.887 acres of land on Industrial Boulevard with River Bluff Group, LLC (\$157,500). Land described on "Plan of Land Prepared for The Inhabitants of the Town of Montague," dated June 10, 2013, and recorded with the Franklin County Registry of Deeds in Plan Book 134, Page 96.

Steve

## **QUITCLAIM DEED**

**The Town of Montague**, acting by and through its Selectboard, a Massachusetts municipal corporation, having an address of Montague Town Hall, One Avenue A, Turners Falls, Massachusetts 01376 (the "Grantor"), for consideration of One Hundred Fifty-Seven Thousand Five Hundred and 00/100 (\$157,500.00) Dollars paid, hereby grants, with *quitclaim covenants*, to **River Bluff Group, LLC**, a Massachusetts limited liability company having its principal business address at 377 Main Street, Greenfield, Massachusetts 01376 (the "Grantee"), all that certain parcel of vacant land located on Industrial Boulevard in the Town of Montague, Franklin County, Massachusetts which land is shown as "Lot A 7.887 Acres" on a plan entitled "Plan of Land Prepared for The Inhabitants of the Town of Montague," dated June 10, 2013, prepared by Daniel L. Werner, P.L.S., and recorded with the Franklin County Registry of Deeds in Plan Book 134, Page 96 and containing 7.887 acres, more or less, according to said Plan.

The property is subject to the "Town of Montague, Revised, Restrictive and Protective Covenants of the Airport Industrial Park," as set forth at Exhibit A, attached hereto, which restrictions shall govern the property owned by the Grantee in the Industrial Park, which provision the Grantee hereby acknowledges and accepts.

The Grantor certifies under the pains and penalties of perjury that G.L. c. 7C, §38 and G.L. c. 44, §63A have been complied with.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, reference shall be made to a deed dated October 26, 2016, recorded with the Franklin County Registry of Deeds in Book 6942, Page 312.

The property is conveyed pursuant to a Town Meeting vote on Article 29 from the May 4, 1996 Annual Town Meeting and a Town Meeting vote on Article 33 from the May 3, 1997 Annual Town Meeting, certified copies of which are attached hereto as Exhibit B.

[Signature Page Follows]

Witness our hands and seals this 7th day of June, 2021.

TOWN OF MONTAGUE, acting by and  
through its Select Board

\_\_\_\_\_  
Richard Kuklewicz, Chairman

\_\_\_\_\_  
Michael Nelson, Vice Chairman

\_\_\_\_\_  
Christopher Boutwell, Clerk

APPROVED:

MONTAGUE ECONOMIC  
DEVELOPMENT AND INDUSTRIAL  
CORPORATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this 7th day of June, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/they signed it voluntarily for its stated purpose, as Selectman on behalf of the Town of Montague.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this \_\_\_\_\_ day of June, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as a member of the Montague Economic Development and Industrial Corporation.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



Exhibit A

**TOWN OF MONTAGUE  
REVISED  
RESTRICTIVE AND PROTECTIVE  
COVENANTS OF THE AIRPORT INDUSTRIAL PARK**

**PURPOSE**

The purpose of these restrictive and protective covenants (the "Covenants") is to provide for the planned, harmonious development of the Airport Industrial Park (the "Park") to allow the Town of Montague's full industrial development potential to be achieved. The Covenants ensure that a variety of industrial needs may be met while the environmental impact is minimized. The Covenants are designed to preserve the economic and aesthetic values of the Park, thereby enhancing the mutual benefits to all owners, lessees or occupants.

The property conveyed is subject to the following agreements, restrictions and conditions:

1. The line of any building or parking lot line erected on said property shall be at least 35 feet from Industrial Road and at least 35 feet from the adjacent lot lines.
2. The exterior of any building erected in the Park shall be designed and maintained to be harmonious, appropriate and compatible in appearance with other Park structures. Preferred materials for construction are brick, precast or formed concrete or metal in light earth tones or material of equal attractiveness.
3. Plans pertaining to construction, landscaping, signs and alterations are subject to prior approval by the Board of Selectmen or its designee.
4. Structures or other facilities for handling shipping shall not be erected or maintained on the Industrial Road side of any building erected on said property.
5. An adequate area shall be provided for off-street parking.
6. The land between Industrial Road and the building line or parking line shall be suitably landscaped and maintained.
7. Signs shall be flat against the building, freestanding, or on the ground unless otherwise agreed to in writing by the Board of Selectmen. Signs in excess of 32 square feet require a special permit. Signs may be lighted, but shall not be flashing.
8. No open storage shall be permitted which would be detrimental to the attractiveness of the adjacent properties and no use of said property shall create objectionable noise, odor, vibration, smoke or a hazardous condition.
9. Omitted.

10. Real estate described herein shall be used for industrial purposes within one year from the date of any lease or deed conveyance. Construction of improvements shall commence within six months and completed within 18 months of approval of appropriate permits. The Board of Selectmen may grant an extension to either of the preceding deadlines for reasons satisfactory to itself. If in the event there is any breach of the Covenants, the Town of Montague shall have the option to repurchase the property. For land with no buildings, the repurchase price, if applicable, shall be the original land cost, plus any land improvement costs which have improved the land for most or all new users, less outstanding liens, taxes or other municipal charges. For land improved with buildings, the repurchase price, if applicable, shall be the market value as determined by a certified appraiser selected jointly between the Board of Selectmen and the mortgage holders. No such repurchase option shall be exercised by the Town of Montague without providing advance written notice to the property owner or lessee, providing 90 days from the date of delivery of the notice for the default to substantially be cured.

11. As the purpose of this Park is to develop job opportunities, Park land shall not be sold for speculative purposes. Any land unimproved with buildings that is to be sold must first be offered to the Town of Montague at the original acquisition cost, plus land improvement costs which have improved the land for most or all new users.

Exhibit B

Town Meeting Votes

# REQUEST FOR TRANSFER FROM THE RESERVE FUND

Request is hereby made for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6 of the Massachusetts General Laws.

1. Amount requested: \$ \$2,500.00
2. To be transferred to account number 001-5-946-5740  
Account Title Property and Liability Insurance
3. Present balance in said line item appropriation: \$3,608.28

The amount requested will be used for (give specific purpose): The amount will cover a shortfall relative to the Town's Property and Liability Insurance budget. Shortfall presently projects to \$2,176.50, once a bill for \$5784.76 is paid, and a small balance is recommended in the event some additional incidental expense is presented. The unpaid bill is for our annual liability policy for vacant buildings, inclusive of 8 and 20 Canal Road (Strathmore and Indeck parcels). This is billed near the end of the fiscal year and as of this year is being paid annually rather than 2x/year.

This expenditure is extraordinary and/or unforeseen for the following reasons: The cost of town property and liability insurance increased largely due the acquisition and construction of new property (vehicles and DPW building), an incident payout deductible, and property value increases that affect premiums. A possible shortfall was previously noted during Finance Committee discussions.

  
\_\_\_\_\_  
Officer/Department Head

Date: June 3, 2021

## ACTION OF OVERSIGHT BOARD

Date of Meeting: \_\_\_\_\_ Number present & voting: \_\_\_\_\_

Transfer recommended in the amount of \$ \_\_\_\_\_ Transfer disapproved: \_\_\_\_\_

Chairperson \_\_\_\_\_

## ACTION OF FINANCE COMMITTEE

Date of Meeting: \_\_\_\_\_ Number present & voting: \_\_\_\_\_

Transfer voted in the amount of \$ \_\_\_\_\_ Transfer disapproved: \_\_\_\_\_

\_\_\_\_\_  
Chairperson, Finance Committee

## **Racial Equity Webinar Training Series for Massachusetts Municipal Officials**

Part 1: June 21, 3:30 to 5:00 p.m.

Part 2: June 28, 3:30 to 5:00 p.m.

Part 3: July 15, Noon - 1:30 p.m.

The Massachusetts Municipal Association, in cooperation with the National League of Cities' Race, Equity, and Leadership (REAL) program, is pleased to announce a 3-part racial equity **training series on normalizing, organizing, and operationalizing racial equity within cities and towns.**

NLC's REAL program advises local leaders across the nation on how to address and advance racial equity in our communities.

Massachusetts local appointed and elected officials are encouraged to register for this free webinar series. The first two webinars will be offered to municipal leaders in Massachusetts and six other state municipal associations in New England and New York.

The third webinar will be a "town hall discussion," specifically for Massachusetts municipal officials, which will allow participants to connect and discuss the information, concepts, and questions from the previous webinars.

**In order to participate in this webinar series, local officials must make a commitment to attend all three sessions.** The first two webinars will be recorded to allow for flexibility, the final session will not be recorded. The webinars need to be attended or watched in order.

### **Part 1 – REAL 100 Webinar: Normalizing Racial Equity in Local Government** **Monday, June 21, 3:30 - 5:00 p.m.**

This webinar is part of REAL's "100 series" that focuses on normalizing a shared understanding of the history of institutional and structural racism in America. The content provides leaders with a shared language for racial equity, examines existing racial disparities in cities and towns and the implications for advancing racial equity, and introduces important concepts and tools for organizing and operationalizing racial equity.

*Officials must watch the REAL 100 Webinar before attending Part 2. The webinar will be recorded.*

### **Part 2 – REAL 200/300 Webinar: Organizing and Operationalizing Racial Equity in Local Government** **Monday, June 28, 3:30 - 5:00 p.m.**

This webinar will provide an introduction on how municipal leaders can organize and operationalize for racial equity. The session will review the topical issues identified in the REAL 100 webinar. Attendees will

learn racial equity tools and concepts that can be applied to determine an approach for advancing racial equity in their city or town – including learning the basic principles of how to develop a racial equity plan.

*Prerequisite: In order to attend the REAL 200/300 Webinar, you will be required to first attend or watch the REAL 100 Webinar.*

### **Part 3 – Massachusetts “Town Hall Discussion” on Racial Equity in Local Government**

**Thursday, July 15, Noon - 1:30 p.m.**

This live town hall will be focused on providing Massachusetts local officials who attended Parts 1 & 2 with a safe space to have deeper discussion and reflection related to normalizing, organizing, and operationalizing racial equity within their cities and towns.

*Prerequisite: In order to attend the Town Hall Discussion, you will be required to first attend or watch Parts 1 & 2 – the REAL 100 and REAL 200/300 Webinars.*

### **Register for the NLC REAL Racial Equity Webinar Series Using the Links Below (register for each session separately):**

**Part 1 – REAL 100 Webinar: Normalizing Racial Equity in Local Government, June 21, 3:30 - 5:00 p.m.**

**[https://nlc-org.zoom.us/webinar/register/WN\\_458q-14-RECg7iC76WpIPA](https://nlc-org.zoom.us/webinar/register/WN_458q-14-RECg7iC76WpIPA)**

**Part 2 – REAL 200/300 Webinar: Organizing and Operationalizing Racial Equity in Local Government, June 28, 3:30 - 5:00 p.m.**

**[https://nlc-org.zoom.us/webinar/register/WN\\_LN6OtmGLT9yoa\\_wr086MrA](https://nlc-org.zoom.us/webinar/register/WN_LN6OtmGLT9yoa_wr086MrA)**

**Part 3 – REAL “Town Hall Discussion” for Massachusetts Local Officials, July 15, Noon - 1:30 p.m.**

*The link for this live session will be sent at a later date to those who register for Parts 1 & 2.*

For questions regarding this event, please contact Candace Pierce, MMA's Director of Communications & Membership, at [cpierce@mma.org](mailto:cpierce@mma.org) or 617-426-7272 x131.

We look forward to your participation!



14C

May 28, 2021

Steven Ellis, Town Administrator  
1 Avenue A  
Turners Falls, MA 01376

RE: Preliminary Work Plan for Disposition of Farren Care Center

Dear Steven,

**Guiding Principals**

Before finalizing our plans, we need to complete our due diligence. We plan to safeguard the property in accordance with legal requirements until the disposition of the property. We have no intention of abandoning the property.

**Due Diligence**

The following items are all in progress:

- Property condition assessment
- Asbestos abatement assessment
- Demolition cost estimate
- Phase I Environmental
- Alta survey and legal review of deed provision with right of reverter

**Completion of due diligence**

We will make a decision about the best way to dispose of the property after the completion of the due diligence outlined above.

- Is a sale realistic, or do we need to demolish and perform required environmental cleanup. If the latter we will want to explore any possible assistance in covering those costs, whether from grants or the trusts that have supported that property since inception of the construction of the original hospital.
- If sale of the building is not feasible, we will consider sale of the site after demolition and cleanup, or other possible disposition of the property.

**Pending the sale or other disposition of the Property**

- We have established a plan for on-going property management
- We have a request out for bids for Security/fire monitoring of the property as a means to comply with fire marshal's request
- We will secure the building to keep trespassers out

Sincerely,

*Janeice Arwady*

Janeice Arwady  
Director, Trinity Health Real Estate