

**MONTAGUE SELECTBOARD MEETING**  
**VIA ZOOM**  
**Monday, April 25, 2022**  
**AGENDA**

**Join Zoom Meeting:** <https://us02web.zoom.us/j/88013952697>

**Meeting ID:** 880 1395 2697 **Password:** 074924 **Dial into meeting:** **+1 646 558 8656**

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 Approve minutes of April 11, 2022
3. 6:31 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:33 COVID Updates
  - Review of COVID case counts and trends
5. 6:40 Tom Bergeron, DPW Superintendent and Dan Wasiuk, Health Director
  - Sanitary Sewer Overflow Public Notification Plan
6. 6:50 Personnel Board
  - Appoint Michael Lovett, DPW Truck Driver/Laborer, UE Grade C, Step 3, Effective 5/2/22
  - Appoint Thomas Chabot, WPCF Laborer/Operator, UE Grade B, Step 2, Effective 5/16/22
7. 6:55 Melissa Stetson, Watershed Restaurant, 440 Greenfield Road, Montague
  - Request to extend use of Private Property for Outdoor Dining (Covid-19 Emergency Measures)
8. 7:00 Nova Motorcycles/Parks & Rec/Santo Taco/Pioneer Valley Brewery
  - Use of Public Property: Close 2<sup>nd</sup> Street, end in front of 141-147 2<sup>nd</sup> Street to Unity Park Parking Lot, June 11, 2022, 2:00 PM to 10:00 PM
9. 7:05 Annie Levine, Great Falls Farmers Market
  - Request use of Peskeompskut Park: Great Falls Farmers Market, Wednesdays, May 4<sup>th</sup> to October 26<sup>th</sup>, 2022, 2:00 PM to 6:00 PM
10. 7:10 Suzanne LoManto, RiverCulture Director
  - Execute Town of Montague Turners Falls Cultural District, Festivals Program Grant, \$1,500 from the Mass Cultural Council
11. 7:20 Brian McHugh, FCRHRA
  - Execute Change Order: H.M. Nunes & Sons Construction, Inc. for the Avenue A Streetscape Improvements Project, \$5,890, funded by FY20 Community Development Block Grant

**MONTAGUE SELECTBOARD**  
**via ZOOM**  
**Monday, April 25, 2022**

12. 7:30      Execute May 17, 2022 Town Election Warrant, attached hereto
13. 7:35      Farren Care Center Property
- Trinity Health New England Response to the Selectboard's letter of February 15, 2022 and Senator Comerford's letter of February 16, 2022
14. 7:40      Town Administrator's Business
- Notification of installation of KENO To Go Monitor at Carroll's Market, 33 E Main Street, Millers Falls
  - Results of Federal Street Property Auction (48-0-014)
  - Summary of Federal Earmark Submissions
  - FirstLight FERC Relicensing Updates
  - Topics not anticipated in the 48 hour posting
15. 8:00      Executive Session under G.L. c.30A, §21(a)(6) to consider the purchase, exchange, lease or value of real estate, GMTA Garage, 382 Deerfield Street, Greenfield
16. 8:15      Executive Session under G.L. c.30A, §21(a)(3) to discuss strategy with respect to collective Bargaining (NAGE, UE and NEPBA), Votes may be taken

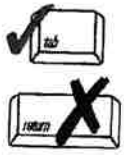
**Other**

- Montague Center Park Improvement Project Informational Meeting, Wednesday, April 27, 2022, 6:00 PM, Montague Center Volunteer Fire Department, 28 Old Sunderland Road, Montague
- Next Selectboard Meeting: Monday, May 2, 2022 at 6:30, 1 Avenue A, Turners Falls, and via ZOOM

Massachusetts Department of Environmental Protection  
Bureau of Water Resources – Wastewater Management Program  
Sanitary Sewer Overflow Public Notification Plan

1. Facility Information

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



Town of Montague  
Name of Permittee (Facility or System)  
Tom Bergeron  
Permittee Contact Name  
1 Avenue A Turners Falls, MA 01376  
Permittee Mailing Address  
MA0100137  
NPDES Permit# (only for system with a wastewater treatment plant)  
System contains (check all that apply):  
 Collection system     Pump station(s)     Wastewater treatment plant  
Location of WWTP discharge, if applicable:

hwysupt@montague-ma.gov  
Email Address  
413-863-2054  
Phone Number

Please attach a map with locations of discharges and affected waterbodies.

2. Identification of Environmental Justice Populations

Are there Environmental Justice (EJ) populations that would potentially be affected by your wastewater treatment plant discharge(s) or a sanitary sewer overflow?     Yes     No

If there are EJ populations that would potentially be affected, do 25% or more of households lack English-language proficiency, and at least 5% of the population has speakers who self-identify as "do not speak English very well"?     Yes     No

Provide a list of all languages that notifications will be translated into:

n/a

Does your municipality provide translation of municipal documents in the languages listed above?     Yes     No

If you answered "yes" above, does your municipality's staff provide translation of municipal documents, or are translation services outsourced?

Municipal Staff     Outsourced

3. Discharges, Overflows, and Public Notification Content

When public notification is required: (check box to affirm)

Permittee is aware that all events covered under 314 CMR 16.03(1)(b-e) require issuance of a public advisory notification.

Required content of public notification: (check box to affirm)

Permittee is aware of all required information for public advisory notifications under 314 CMR 16.04(10)

Permittee can meet all requirements of 314 CMR 16.04(10)     Yes     No

If no, please describe in detail which components the permittee is not able to meet, and the measures needed to comply. Include a schedule for compliance.

Components that cannot be met

Schedule for compliance (attach schedule)

Massachusetts Department of Environmental Protection  
Bureau of Water Resources – Wastewater Management Program  
**Sanitary Sewer Overflow Public Notification Plan**

**4. Required Timeline for Notification**

**Discovery of a Discharge or Overflow:**

Permittee can discover an event under 314 CMR 16.04(5)(b) & (c) within the required timeline?  Yes  No

If no, specify limitations to meeting these requirements and potential remedies:

**Issuance of Public Notification:**

Permittee can meet the notification requirements in 314 CMR 16.04(4)  Yes  No

If no, why and what measures are needed for compliance?

ADS will Public notification DEP will notify DEP.

**Continuation of Public Notification:**

Permittee can meet the notification requirements in 314 CMR 16.04(7)  Yes  No

If no, which requirement cannot be met and what measures are needed for compliance?

ADS

**Cessation of Public Notification:**

Permittee can meet the notification requirements in 314 CMR 16.04(8)  Yes  No

If no, why, and what measures are needed for compliance?

ADS

**Retraction of Public Notification:**

Permittee can meet the notification requirements in 314 CMR 16.04(9)  Yes  No

If no, which requirement cannot be met and what measures are needed for compliance?

ADS

**5. Website, Subscriber-Based System, and Recipients**

Provide the URL for the website where you will post public notifications:

https://www.montague-ma.gov/p/1494/Public-Notices

Attach description for the subscriber-based system where the public can sign up to receive notifications.

Must email request to dept contact

Massachusetts Department of Environmental Protection  
Bureau of Water Resources – Wastewater Management Program  
**Sanitary Sewer Overflow Public Notification Plan**

**5. Website, Subscriber-Based System, and Recipients (Cont.)**

Provide link where the public can subscribe for notifications (if different than the website listed above).

same address

List the two media outlets serving the area near the discharge or outfall that the permittee will contact to provide a public notification. Include name of organization, name of contact, and contact's email address or fax number.

Media Outlet #1 S-Town Records

Media Outlet #2 Montague Republic

Does one of these media outlets serve the EJ population?  Yes  No

If no, then provide at least one additional news organization that primarily serves the EJ population(s) within the impacted municipalities. Include name of organization, name of contact, and contact's email address or fax number.

**See Instructions** for list of **Required Public Notification Recipients** (314 CMR 16.04(4)(a)). Please attach list of your required contacts.

**Certification**

I attest that I have examined and am familiar with the information contained in this submittal, including any and all documents accompanying this certifying statement. The information contained in this submittal is, to the best of my knowledge, true, accurate, and complete. I am fully authorized to make this attestation on behalf of the facility.

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Town of Montague Personnel Status Change Notice New Hires

Employee # \_\_\_\_\_

Board Authorizing **Appointment**: Select Board Meeting Date: 4/11/2022

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

Board Authorizing **Wages**: Select Board Meeting Date: 4/11/2022

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

**General Information:**

Full name of employee: Michael Lovett Department: DPW Title: Truck Driver/Laborer  
Effective date of hire: 5/2/2022

**New Hire:**

Permanent: x Y    N If temporary, estimated length of service: \_\_\_\_\_  
Hours per Week: 40 Union: U.E.

**Wages:**

Union: U.E.  
  
Wages: Grade C Step 3 Wage Rate: \$20.23/hour  
  
Notes:

**Copies to:**

- |                  |                  |                          |
|------------------|------------------|--------------------------|
| _____ Employee   | _____ Department | _____ Board of Selectmen |
| _____ Treasurer  | _____ Accountant | _____ Retirement Board   |
| _____ Town Clerk |                  |                          |

6B

# Town of Montague Personnel Status Change Notice New Hires

Employee # \_\_\_\_\_

Board Authorizing Appointment: Selectboard Meeting Date: May 9, 2022

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

Board Authorizing Wages: Selectboard Meeting Date: May 9, 2022

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

### General Information:

Full name of employee: <u>Thomas Chabot</u>	Department: <u>WPCF</u>
Title: <u>Laborer/Operator</u>	Effective date of hire: <u>May 16, 2022</u>

### New Hire:

Permanent: <u>X</u> Y ___ N	If temporary, estimated length of service: _____
Hours per Week: <u>40</u>	Union: <u>UE</u>

### Wages:

Union: <u>UE</u>
Wages: Grade <u>B</u> Step <u>2</u> Wage Rate: <u>18.34</u> (annual/ <u>hourly</u> )
Notes: <u>physical labor/contracting experience</u> <u>Microsoft Office/ computer experience</u>

### Copies to:

_____ Employee	_____ Department	_____ Board of Selectmen
_____ Treasurer	_____ Accountant	_____ Retirement Board
_____ Town Clerk		

Private  
**LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR  
OUTDOOR RETAIL AND DINING**  
COVID-19 EMERGENCY MEASURES

Name of Business: Watershed Restaurant  
 Address: 440 Greenfield Rd.  
 Owner Name: Melissa Stetson  
 Owner Phone: 413-374-7874  
 Owner Email: mgardiner0520@gmail.com  
 Manager Name: Melissa Stetson James Fitzgerald  
 Manager Phone: 413-374-7874      413-687-0774  
 Manager Email: mgardiner0520@gmail.com      james@watershed440.com

Intended Use **ALL TO BE ON PRIVATE PROPERTY**

- Dining: Outdoor food services without alcohol
- Dining: Outdoor food services with alcohol (Actual component must be approved by state ABCC)
- Retail: Sale of material goods or services

Is a temporary tent or similar structure proposed?

- Yes
- No

Does the plan require the use of a public parking space(s)?

- Yes, plans require use of \_\_\_ spaces
- No

Does the plan maintain a minimum of 3ft width ADA clearance on public sidewalks?

*If No, please contact the Planning Department to develop a plan to ensure ADA compliance.*

- Yes
- No

Requested term of license period: Start Date: 4/1/22      End Date: 4/1/23

*Latest expected/available end date is April 1, 2023*

Expected days of week and hours of outdoor operation (no outdoor operations after 10pm):



Monday 10-10pm, Tues 10-10pm, Wed 10-10pm.  
Thursday 10-10pm, Friday 10-10pm, Saturday 10-10pm.  
Sunday 10-10pm.

**Daily maintenance and cleaning plan:**

Each service begins and ends with cleaning and wiping down all surfaces, trash disposal and general maintenance of the area.

**Plan for securing fixtures during evening and closed hours:**

Fixtures are currently there unsecured. If we add an additional fixtures we would lock them up to something there so they could not be stolen.

**Required Attachments:**

- **Area Plan:** Provide a neatly drawn schematic depicting the precise area of the proposed outdoor dining or retail area, the arrangement of outdoor furniture, perimeter fencing, café umbrellas, outdoor heaters, and any other equipment. Areas designated for pick-up of takeout food or retail products shall also be shown. Table sets (tables including their chairs) shall be separated by at least six feet when patrons are seated. Take-out food pickup shall be a minimum of six feet from patron seating.
- **Insurance:** The Applicant shall provide a Certificate of Insurance meeting the requirements set forth in the Rules and Regulations for Outdoor Retail and Dining.
- **Permits and Approvals:** If the Applicant intends to erect any tents or structures, the applicant shall consult with the Building Department and comply with permit requirements, if any, before they are erected.
- **Tax Certificate:** The Applicant shall receive certification from the Tax Collector demonstrating that neither the Applicant nor the owner of the indoor premises (if different) has any past due taxes, fees, or assessments owed to the Town of Montague. No license shall be issue unless the applicant and property owner are current on all taxes, fees, and assessments.
- **Acknowledgments of Rules and Regulations:** The Applicant shall acknowledge receipt of the Rules and Regulations for Outdoor Retail and Dining and its intent to be bound by and comply with all such Rules and Regulations.

I HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE AND THAT I AM DULY AUTHORIZED TO ENTER INTO BINDING AGREEMENTS IN BEHALF OF THE APPLICANT.

*(If different from Business owner)*

Owner Signature: Melissa Stetson

Landlord signature: \_\_\_\_\_

Name (printed): Melissa Stetson

Name (printed): \_\_\_\_\_

Date: 4/19/22

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

**APPROVAL BY SELECTBOARD or Designee:**

\_\_\_\_\_  
Selectboard Chair or Designee

\_\_\_\_\_  
Date

**ADDITIONAL APPROVALS AS NECESSARY**

- Town Administrator/ ADA Officer
- Health Director
- Police Chief
- Fire Chief
- Building Inspector
- Town Planner

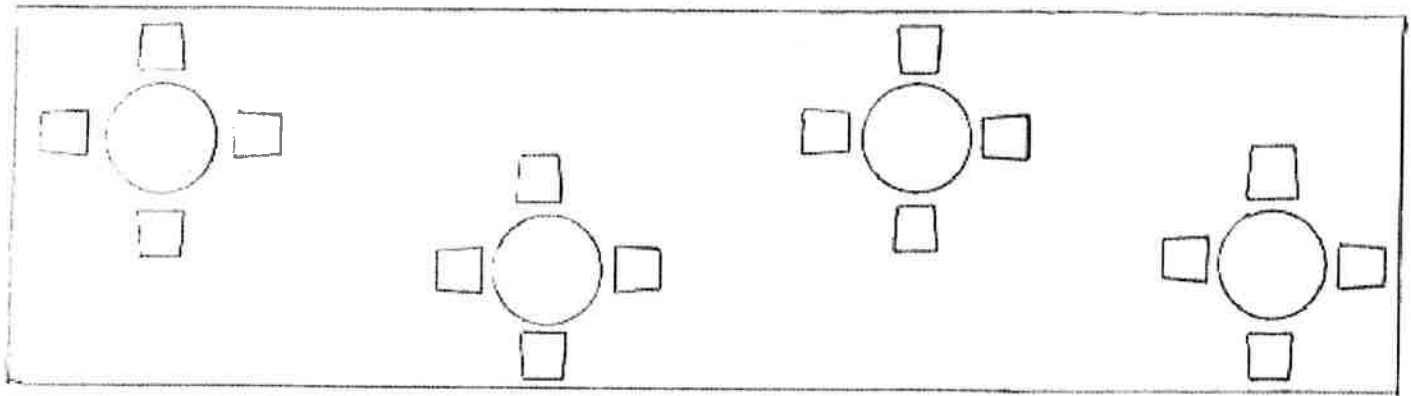
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Town Use Only

*Town Internal Routing, with approval received as necessary:*

- Selectboard's Office
- Town Administrator/ ADA Officer
- Health Director
- Police Chief
- Fire Chief
- Building Inspector
- Town Planner

WATERSHED RESTAURANT 4/19/22  
SCALE 1/4" = 1'0"



10' x 37'



# Board of Selectmen Town of Montague

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

## REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Nova Motorcycles/Parks and Rec/Santo Taco/Pioneer Valley Brew

Address of applicant: 147 2nd Street

Phone # of applicant: 508-963-6572

Name of organization: Nova Motorcycles dba Unity Park Festival

Name of legally responsible person: Peter Chilton

Location of assembly: 2nd street end in front of 141-147 2nd st to Unity Park parking lot.

Date of assembly: Saturday June 11th, 2022

Time of assembly: Begin: 2pm End: 10pm

Number of expected participants: 300-500

If a procession/parade:

Route: \_\_\_\_\_

Number of people expected to participate: \_\_\_\_\_


Number of vehicles expected to participate: \_\_\_\_\_

Subject of demonstration: Unity Park Fest is a maker's market set to music.

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

\*\*\*\*\*

Signatures:

Police Chief:  Date: 4-21-22

Comments/Conditions: \_\_\_\_\_

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

Comments/Conditions: \_\_\_\_\_



# 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 Great Falls Farmers Market

Name of business/group sponsoring proposed event if applicable: Town of Montague

If applicable, number of years your organization has been running this event in Montague? 25

Address 38 Avenue A, Turners Falls, MA 01376

Contact phone Donna Franklin 413-687-1288

Contact email: greatfallsfarmersmarketurners@gmail.com

FID \_\_\_\_\_

Dates of proposed event Every Wednesday from May 4th- Oct 26th

Location: Peskeomskut Park (along 7th St)

Hours 2-6 Set Up: 1:00-2 Clean Up: 6-6:15

Approximate number of people expected to attend 100

What provisions will be made regarding clean up of site? Vendors are responsible for cleaning their own areas.

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusement
- Wedding
- Other \_\_\_\_\_

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

The Great Falls Farmers Market is a place where local farmers and craftsmen can come and sell their wares. We hope to be able to use the market as a space to also feature local performers, artists, educators, and community groups. We hope to have access to the shell for performances during the market.

Fully & specifically describe the premises upon which the proposed event is to take place.  
We would like to host the market on the 7th St. side of Peskeompskut Park, across from the  
Aubuchon parking lot.

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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.

Attached is a map of Peskeompskut Park with the area that we want to set up the market. We are planning to use the library for bathrooms, and folks can park in the Aubuchon parking lot. We are hoping that many folks will get to us on foot, as we are setting up along the walking path.

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services \_\_\_\_\_

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)

N/A

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

N/A

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

N/A

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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? \_\_\_\_\_

Yes, at Peskeompskut Park on Avenue A.

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

We're covered under the town's liability insurance.

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

Signature of applicant: Annabel I Levine

Date: 4/21/22


License fees: As this is a town-run event, we are asking that license fees be waived.  
Monday – Saturday = \$25.00 per day  
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

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

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

POLICE CHIEF - Approval / Comments

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

Date: 4-21-22

BOARD OF HEALTH – Approval / Comments

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

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

April 13, 2022

Dear Suzanne LoManto,

We are pleased to inform you that Town of Montague Turners Falls Cultural District has been approved for a Festivals Program grant of \$1,500 (FY22-FE-FE2-20271) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY22 state budget. This allows us to continue to support artists, communities, nonprofit cultural organizations, schools, and creative youth development across the Commonwealth.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to Cyndy Gaviglio by May 20, 2022. This will help us process your grant as quickly as possible. For questions about the contract, please contact Cyndy at 617/858-2711 or [Cyndy.Gaviglio@art.state.ma.us](mailto:Cyndy.Gaviglio@art.state.ma.us). For questions about the program please contact Lisa Simmons, Community Initiative Program Manager at 617-858-2707 or [lisa.simmons@art.state.ma.us](mailto:lisa.simmons@art.state.ma.us).

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.



Nina Fialkow  
Chair



Michael. J. Bobbitt  
Executive Director



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Montague Turners Falls Cultural District (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Cultural Council MMARS Department Code: ART	
<b>Legal Address:</b> (W-9, W-4): Town Hall 1 Avenue A Turners Falls MA 01376		<b>Business Mailing Address:</b> 10 Saint James Ave., 3rd Fl.	
<b>Contract Manager:</b> Suzanne LoManto	<b>Phone:</b> 413-863-3200	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> riverculture@montague-ma.gov	<b>Fax:</b> 413-863-3222	<b>Contract Manager:</b> Cyndy Gaviglio	<b>Phone:</b> 617-858-2711
<b>Contractor Vendor Code:</b> VC6000191893		<b>E-Mail:</b> cyndy.gaviglio@art.state.ma.us	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
		<b>RFR/Procurement or Other ID Number:</b> FY22-FE-FE2-20271	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <u>815 CMR 2.00</u> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: _____, 20____. Enter <b>Amendment Amount:</b> \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
<b>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding:</b> (Check ONE option): <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). <b>\$1,500</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <u>M.G.L. c. 29, § 23A</u> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This is a grant of financial assistance for the "Shea Away Festival."			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ 2. may be incurred as _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <b>March 01, 2022</b> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2022</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: <u>4/19/22</u> (Signature and Date Must Be Handwritten At Time of Signature)		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Suzanne LoManto</u> Print Title: _____		Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>	

*Director of RiverCulture  
Assistant Planner*

**ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS**

**CONTRACTOR NAME:** Town of Montague Turners Falls Cultural District

**ADDRESS:** Town Hall 1 Avenue A Turners Falls MA 01376

**BRIEF DESCRIPTION OF CONTRACT SERVICES** (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance for the "Shea Away Festival."

**APPLICATION #:** FY22-FE-FE2-20271

**TOTAL MAXIMUM OBLIGATION OF CONTRACT:** \$1,500

**CONTRACT START DATE:** March 01, 2022

**CONTRACT TERMINATION DATE:** June 30, 2022

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **May 20, 2022**.

**DATE ANNUAL OR FINAL REPORT IS DUE:** July 31, 2022

**PAYMENT:** For Festival Grants, the Contractor will be reimbursed one hundred percent (100%) of the Contract amount upon receipt of a completed and authorized Contract. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

**ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES** (*if blank there are none*):

## **ATTACHMENT B: Additional Terms & Conditions**

**1. SCOPE OF CONTRACT.** The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY22 Festivals Program guidelines (the "Guidelines"), as posted on [www.massculturalcouncil.org](http://www.massculturalcouncil.org). The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

**2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES.** The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

**3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS.** The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

**ATTACHMENT D**  
CREDIT and PUBLICITY AGREEMENT  
between the  
MASS CULTURAL COUNCIL and GRANTEES  
*Updated FY 2022*

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.**

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit <https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/>.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of CIP Portfolio and CIP Gateway grants must meet specific advocacy requirements in order to remain eligible for funding.** Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

**Mass Cultural Council Credit Logo:** Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

- a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.
- b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.
- c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.
- d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.
- e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.
- f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.

Download logo at <https://massculturalcouncil.org/about/contracts/credit-logos/>

**Verbal Credit:** When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances.

**3. DONOR RECOGNITION**

Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

**4. COLLABORATORS**

Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

**5. CO-SPONSORSHIP**

Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

**6. ADDITIONAL REQUIREMENTS**

Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

River Culture / Town of Montague

Print the Grant Recipient's Organization Name

\_\_\_\_\_  
Signature of Chief Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Responsible for Grant Recipient's  
Publicity and Publications

\_\_\_\_\_  
Date

4/19/22

Suzanne LoManto

# CHANGE ORDER

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

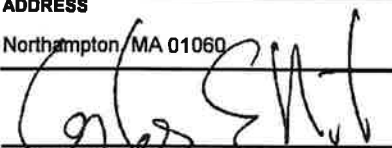

<b>PROJECT:</b> 544 - Avenue A Streetscape Avenue A Streetscape Improvements 1 Avenue A Turner Falls, MA 01376	<b>CHANGE ORDER #:</b> 1
	<b>CHANGE ORDER DATE:</b> 04/05/2022
	<b>PROJECT #s:</b>
<b>TO:</b> H.M. Nunes & Sons Construction, Inc. 82 Carmelinas Circle Ludlow, MA 01056	<b>DATE OF CONTRACT:</b> 03/11/2022
	<b>FOR:</b> Avenue A Streetscape Improvements

The Contract is changed as follows:

This ADD Change Order covers associated costs with the expedited delivery of all pavers, along with new irrigation work that will furnish and install two yard hydrants for water access at planters, and for the increase in area of the concrete driveway to be more aesthetically pleasing.

The original Contract Sum was	\$172,800.00
The net change by previously authorized Change Orders is	\$0.00
The Contract Sum prior to this Change Order was	\$172,800.00
The Contract Sum will be increased by this Change Order in the amount of	\$5,890.00
The new Contract Sum including this Change Order will be	\$178,690.00
The Contract Time will be increased by	2 days.
The date of Substantial Completion as of this Change Order therefore is	06/01/2022

**Not valid until signed by all parties below.**

<u>Berkshire Design Group, Inc.</u>	<u>H.M. Nunes &amp; Sons Construction, Inc.</u>	<u>Town of Montague</u>
ARCHITECT	CONTRACTOR	OWNER
<u>4 Allen Place</u>	<u>82 Carmelinas Circle</u>	<u>1 Avenue A</u>
ADDRESS	ADDRESS	ADDRESS
<u>Northampton, MA 01060</u>	<u>Ludlow, MA 01056</u>	<u>Turner Falls, MA 01376</u>
		
BY (Signature)	BY (Signature)	BY (Signature)
<u>Steve Ellis</u>	<u>Luis Cibrao</u>	<u>Steve Ellis</u>
(Typed Name)	(Typed Name)	(Typed Name)
DATE <u>04/14/2022</u>	DATE <u>04/12/2022</u>	DATE _____

## Change Order Items

**Number:** 1

**Initiation Date:** 04/05/2022

**Title:** CO 1 - Additional Charges & Work

**Project:** Avenue A Streetscape Improvements

**Project #:**

<b>Num</b>	<b>Item</b>	<b>Description</b>	<b>Ref</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1		Pavers - Delivery		1.000	L.S.	890.00	890.00
2		Yard Hydrants (2) & Irrigation Work		1.000	L.S.	1,800.00	1,800.00
3		Additional Concrete DW		1.000	L.S.	3,200.00	3,200.00
						<b>Total:</b>	<b>\$5,890.00</b>

**ELECTION WARRANT  
TOWN OF MONTAGUE  
COMMONWEALTH OF MASSACHUSETTS  
MAY 17, 2022**

Franklin, ss.

To either of the constables of the Town of Montague in the County of Franklin,  
GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Montague qualified to vote in elections and Town affairs to meet in their respective polling places appointed and designated as follows:

Precinct No. 1, the Montague Center Precinct, the Montague Center Fire Station, 28 Old Sunderland Road, Montague Center; Precinct No. 2, the Millers Falls Precinct, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 3, the upper hill section of Turners Falls, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 4, the second level of Turners Falls, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 5, downtown section of Turners Falls, The Senior Center, 62 Fifth Street, Turners Falls; Precinct No. 6, the South End and Montague City Precinct, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls on **Tuesday, the Seventeenth Day of May, in the Year of Our Lord Two Thousand Twenty-Two, from Seven A.M. to Seven P.M.** to bring their votes on one ballot to the Election Officers for:

- One Selectman, for three years
- One Moderator, for two years
- One Town Clerk for three years
- One Treasurer/Collector for three years
- One Assessor, for three years
- One Board of Health Member, for three years
- One Parks & Recreation Commissioner, for three years
- One Tree Warden, for three years
- Three Public Library Trustees, for three years
- One Soldiers' Memorial Trustee (Veteran), for three years
- Seven Town Meeting Members, Precinct 1, for three years
- Seven Town Meeting Members, Precinct 2, for three years
- One Town Meeting Member, Precinct 2, for one year
- Seven Town Meeting Members, Precinct 3, for three years
- Two Town Meeting Members, Precinct 3, for two years
- Four Town Meeting Members, Precinct 3, for one year
- Seven Town Meeting Members, Precinct 4, for three years
- Seven Town Meeting Members, Precinct 5, for three years
- Four Town Meeting Members, Precinct 5, for two years
- One Town Meeting Member, Precinct 5, for one year
- Seven Town Meeting Members, Precinct 6, for three years







Trinity Health  
Of New England  

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Senior Communities

April 19, 2022

Steven Ellis, MPA  
Town Administrator, Town of Montague  
One Avenue A  
Turners Falls, MA 01376

State Senator Jo Comerford  
State House, 24 Beacon Street, Room 413-C  
Boston, MA 02133

State Representative Natalie Blais  
PO Box 450  
Sunderland, MA 01375

Re: Farren Care Center Property

Dear Mr. Ellis, Senator Comerford and Representative Blais:

Please accept this letter in response to your correspondence of February 15<sup>th</sup> and 16<sup>th</sup> regarding the status of the former Farren Care Center property located on Montague City Road. We appreciate your concerns regarding the future of the property. As you know, we are working through a complicated process, and I apologize that it has been taken significantly longer than any of us would like.

We know that you are in need of confirmation/clarification/assurances on several issues related to the future of the property. As we continue to work through the very complicated process regarding the property and condition of the buildings, we can assure you that:

- We are planning to demolish the buildings which served as the former hospital and skilled nursing facility.

- We did conduct internal studies of the property and shared the salient findings with the Town. Unfortunately, we cannot share these propriety studies conducted on the property in accordance with our current practice.
- We are planning to provide a contribution of up to \$100,000 to the Town to help fund a redevelopment study for the property. These funds will be reimbursed to the Town following the engagement and completion of the study.
- We will work with the Town's Historical Commission to identify unique artifacts for preservation. Prior to demolition – and excluding commitments made to the Archdiocese of Springfield for first rights to religious relics and to the Farren Family – we would allow the Town's Historical Commission and staff to identify unique artifacts to be set aside for preservation and integration into the memorial you describe. We ask that you contact Eric Dana, regional operations director for Trinity Health Of New England Senior Communities, to arrange the walk-through for this purpose so that we can arrange for a safe tour.
- The former residence on the property, converted to office space by Trinity Health Of New England Senior Communities, was in scope when the contractors gave us a quote for demolition. However, at this time, we have not made a final decision about the future of that building.
- The parking lot across the street from the Farren Care Center property is not in scope for demolition.

Our intention always has been to handle this situation in a respectful manner that has the health and safety of your community at the fore of all decision-making. We look forward to further discussion, clarification, and planning with you. If you have any questions, you may contact me directly.

Sincerely,



Janice Hamilton-Crawford  
President  
Trinity Health Of New England Senior Communities

CC: ✓ Richard Kuklewicz, Select Board Chair  
Christopher Boutwell, Selectboard Vice Chair  
Matthew Lord, Selectboard Clerk  
David Brule, Historical Commission Chair  
Daniel F. Keenan, JD, Regional Vice President of Advocacy and Government Relations, Trinity Health Of New England



# Office of the Selectboard

Town of Montague

One Avenue A

Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

FAX (413) 863-3231

February 15, 2022

Janice Hamilton-Crawford  
Trinity Health of New England  
2021 Albany Ave.  
West Hartford, CT 06117

Dear Jan,

As I believe you are aware, response to Trinity Health New England's decisions pertaining to the Farren Care Center property has been thoughtful and intense. This was true in 2020, in the wake of your decision to close the facility and transfer its operations to Holyoke; and equally true more recently, following your decision to demolish the facility without release of your building and market assessments, and your failure to implement a comprehensive re-use and redevelopment study in collaboration with the Town, as was previously agreed.

Following extensive public discussion, the Montague Selectboard has instructed me to request certain information that would clarify Trinity Health New England's (THNE) plans for its three properties in Montague City and to request specific assurances that should be formalized in a binding agreement.

#### Matters for confirmation/clarification:

- We assume Trinity intends to demolish the entirety of the existing hospital and its related structures (both above and below ground), as well as parking areas at 330-340 Montague City Road (Parcel ID: 12-0-044), with restoration of those grounds to a level lot with seeded lawn.
- We assume you remain on your projected schedule and demolition is slated to begin this spring and be completed in June 2022.
- We assume that you do not intend to demolish the former residence, converted by Trinity to office space, at 356 Montague City Road (Parcel ID: 12-0-44A).
- We assume you intend to leave intact the parking lot and related improvements across the Street from the hospital campus (Parcel ID: 12-0-051).

#### Requested Assurances:

- THNE will ensure that its demolition of the facility is inclusive of all above and below ground structures, foundations, pavement, utility or other lines, storage tanks, et cetera; and will be followed by a Phase II environmental study to ensure no environmental issues exist.
- THNE will, subject to inspection and agreement of the Town, and any required permissions from the heirs of Bernard Farren, convey the above-described properties with clear title to the Town of Montague following satisfactory demolition and clean-up of those properties.

- THNE will make good on its promise to the Town to support redevelopment by provision of a gift of \$100,000 to the Town for the purpose of funding our own redevelopment study and, also, any related expenses to improve the prospects for redevelopment. For example, including caring for the lawn following ownership transfer, such that it does not become a blight and can be utilized as open space by local residents and visitors.
- THNE will, prior to demolition, allow the Town's Historical Commission and staff to identify any unique artifacts that may be set aside for preservation and later integrated into a memorial to Bernard Farren and the many residents who once worked at or were served by the Farren Hospital. This may include bricks that were made by the nearby Thomas Brick Factory.

The Selectboard appreciates that THNE is a private entity, but expects that you will also appreciate our very reasonable upset at your failure to share the assessments that led to your decision to demolish, as well as your failure to fund and implement a comprehensive redevelopment study in collaboration with the Town. We continue to request that your assessment reports be provided to the public.

At the same time, the Selectboard acknowledges and appreciates that THNE remains committed to leaving the Town in an advantageous position relative to redevelopment of the grounds. They wish to see active communication between our organizations re-established so that the final chapter of our community's long history with the Farren and Trinity Health New England can be closed in as collaborative and productive fashion as possible.

I will reach out to you to schedule a time for us to begin the discussion of this letter and next steps.

Respectfully,



Steven Ellis, MPA  
Town Administrator

CC: Richard Kuklewicz, Selectboard Chair  
Christopher Boutwell, Selectboard Vice Chair  
Matthew Lord, Selectboard Clerk  
David Brule, Historical Commission Chair  
Senator Jo Comerford  
Representative Natalie Blais



COMMONWEALTH OF MASSACHUSETTS

## THE GENERAL COURT

STATE HOUSE, BOSTON 02133-1063

16 February 2022

Janice Hamilton-Crawford, President  
Trinity Health Of New England

Daniel Keenan, Vice President  
Trinity Health of New England

### ***Re: Farren Care Center***

Ms. Hamilton-Crawford and Mr. Keenan,

We write with significant concern about Trinity Health Of New England's (Trinity's) actions with respect to the Farren Care Center in Montague. We also write in agreement and with support for the Montague Selectboard's letter dated February 15, 2022.

As part of Trinity's work with the state's Department of Public Health (DPH) to close the Farren Care Center, Trinity submitted a Voluntary Closure Plan which was approved by the DPH. As you know, we joined many constituents in opposing the closure of Farren, but were not able to alter Trinity's decision.

Accordingly, we pivoted our focus to the wellbeing of the residents, the workforce, and the Town of Montague as Trinity closed the Farren Care Center.

With regard to the best interests of the Town, in July, 2020, Trinity agreed in writing to fund and develop a comprehensive site redevelopment study for the Farren Care property and implement the study in partnership with the Town of Montague. The Town followed up and sent Trinity a model showing what the study might reasonably include and cost, to ensure expectations were clear. Trinity did not dispute the model redevelopment study provided by the Town. In September, 2020, Trinity noted that its board of directors had set aside funds for such a study.

Trinity also made additional commitments relative to the safety of residents, employee transitions, communications plans and timelines. Thankfully, Trinity has largely made good on those commitments.

However, this fall, Trinity ceased working collaboratively and is currently withholding the building assessment study it undertook *independently* – leaving the Town without visibility into the

findings and without the economic redevelopment planning resources it needs and deserves to weather Trinity's departure.

We ask that you re-engage with the Town and that Trinity:

1. Make its study of the Farren buildings and site public;
2. Fund a comprehensive redevelopment study to be undertaken by the Town;
3. Offer the Town the Farren property in a manner that works for the Town; and
4. Convey artifacts from Farren to the Town's Historical Commission for preservation.

Thank you for your consideration and your prompt reply.

Regards,

Jo Comerford  
**State Senator**  
*Hampshire, Franklin, Worcester district*

Natalie Blais  
**State Representative**  
*1st Franklin district*

14A



# Massachusetts State Lottery Commission

DEBORAH B. GOLDBERG  
*Treasurer and Receiver General*

MARK WILLIAM BRACKEN  
*Interim Executive Director*

April 6, 2022

Montague Selectboard  
1 Avenue A  
Turners Falls, MA 1376

Dear Sir/Madam:

The Massachusetts State Lottery is offering a KENO monitor to existing KENO To Go agent/s in your city/town, to display the game at their location. In accordance with M.G.L. c 10, section 27A, as amended, you are hereby notified of the Lottery's intent to install a monitor at the following location/s in your community:

*CARROLL'S MARKET  
33 E MAIN ST.  
MILLERS FALLS, MA*

If you object to these agent(s) receiving a monitor, you must do so, in writing, within twenty-one (21) days of receipt of this letter. If applicable, please address your written objection to the Massachusetts State Lottery Commission, Legal Department, 150 Mount Vernon Street, Dorchester, MA 02125 and send via email to [cporche@masslottery.com](mailto:cporche@masslottery.com) or by mail. Should you have any questions regarding this program or any other issues relative to the Lottery, please call the Lottery's General Counsel, Greg Polin, at 781-917-6057 or via email at [gpolin@masslottery.com](mailto:gpolin@masslottery.com). We look forward to working with you as the Lottery continues its efforts to support the 351 cities and towns of the Commonwealth.

Sincerely,

Mark William Bracken  
Interim Executive Director

TOWNADMIN@MONTAGUE-MA.GOV  
WENDYB@MONTAGUE-MA.GOV

cc: Legal Department - Massachusetts State Lottery Commission (MSLC)



*Supporting the 351 Cities and Towns of Massachusetts*